

**OFFICE OF THE INSPECTOR GENERAL, ODISHA SECTOR,
CENTRAL RESERVE POLICE FORCE , BHUBANESWAR, ODISHA-**

751011

No. M.III-04/2019-OS-EC-IV

Dated, the 26 April' 2019

To,

The Spl. DG, CRPF, CZ/ J&KZ/NEZ/SZ
The ADG, CRPF, Academy, Kadarapur, Gurugram
The IG (Adm) Dte. Genl., CRPF, New Delhi
The Sector IsG, CRPF including Ops/CoBRA/RAF
The IG/Principal CTCs/CIATs/CSJWT
The IGP/Director ISA, CRPF, Mt. Abu
The IsG/Director (Medical)/Dte. Genl., CRPF, New Delhi
The IG (Medical) CRPF, CH Delhi/Gty/Hyd/Jammu
The DIsG, CRPF Ranges/GCs including
Ops/Comn/CoBRA/PDG/CWS/Signal.
The DIsG/Principal RTCs/CTC(T&IT)
The DIG (Med), CH, CRPF, 50 bedded Composite Hospitals,
The Commandant, CRPF, Bns including SDG/RAF Bns/CoBRA Bns/DM
Bns/Mahila Bns/Signals Bns.
The Director (Accounts), PAO,MHA, CRPF, New Delhi
The Asstt. Director (Accounts), all RPAO, CRPF
The Principals/Commandants RAPO, Meerut (UP)/Intelligence School,
Kadarapur/IED Management School, Pune/College of IT, Bengaluru/TOT
School, Dharampur H.P.

Subject:- **REG MOA FOR CREDIT FACILITIES FOR THE TREATMENT OF
CRPF PERSONNEL AND THEIR FAMILIES.**

Please refer to IG (Adm), Dte. CRPF letter no. M.III-1/07-08-Accts-5 dated
26/02/2008.

02. It is informed that we have signed/extended Memorandum of Agreement
(MOA) with “**Dr. Agrawal’s Eye Hospital, Bhawani Mall, Saheed Nagar, Bhubaneswar,
Odisha**” for a period of **one year i.e. with effect from 04-04-2019 to 03-04-2020** to provide
cashless

indoor (credit
basis) treatment facilities to CRPF personnel and their family members covered under
CS(MA) Rules-1944 in this hospital. “Dr. Agrawal’s Eye Hospital, Bhawani Mall, Saheed
Nagar, Bhubaneswar, Odisha” had agreed to provide cashless indoor treatment facilities to
CRPF personnel and their families posted/residing in Odisha (as per Central Govt. Rule)
covered under Central Services (Medical Attendance) Rules, 1944/CGHS Rules under
arrangement of recognition given to the above mentioned hospitals by DGHS (Director
General Health Services) of Ministry of Health, Govt. of India No. S.1402/51/2007-MS dated

12/09/2008 (Annexure-I) for treatment of serving CRPF personnel and members of their families.

03. The main terms/condition of the agreement are as under:-

1. The Dr Agarwals Eye Hospital is recognized under CGHS as authorized medical attendant/referral hospital for treatment of its beneficiaries and members of their families subject to the conditions herein after mentioned from date of signing of this agreement by both the parties.
2. It will charge the CRPF beneficiaries or his /her family members within the ceiling limits as described and contained in the schedule of approved charges which are detailed in Annexure-I attached to the Ministry of Health & Family welfare, Government of India O.O No. PRIVATE/HOSP/CGHS-BBSR/2014 dated 17th November 2014 as amended from time to time.
3. It shall, in no event, charge an amount more than the amount agreed to whose details are given in the above points from Annexure-I any CRPF beneficiary or the member of his/her family for a period of 01 (One) year from the date of signing of this Agreement or until such time the prescribed rates are revised by the Central Government.
4. If the hospital normally charges rates for various procures which are lower than the rates fixed by the Central Government, the reimbursement would at the actual rates charge by the hospital and not exceeding the approved rates of the Central Government.
5. It shall not discriminate in the provisions of the facility and treatment in any manner what so ever against the CRPF beneficiary receiving treatment in the hospital as compared to any other patient of equal status and coming for treatment in the hospital.
6. In emergency, Dr Agarwals Eye Hospital shall not refuse admission or demand for an advance payment from the CRPF beneficiary or his/her family members and provide credit facilities to the patient on production of a CRPF I/Card and a referral letter from the notified CRPF authority may not be insisted upon form him. However, after admission in hospital authority will inform the notified CRPF authority who in turn will send the referral letter. In case of family members, the CRPF medical Identity Card issued by CRPF authority will be produced by the patient.

7. TREATMENT IN EMERGENCY-

The following ailments may be treated as emergency which is illustrative only and not exhaustive, depending on the condition of patient.

- a. Acute visual loss.
 - b. Accident/with injuries in eye.
1. The Dr Agarwals Eye Hospital shall provide access to the financial and medical records for own assessment and review by the medical & financial auditors of the Central Government/CRPF, as and when required and the decision of Central Government/CRPF on necessity or requirement shall be final.
 2. The Hospital shall also provide reports in the prescribed form to the CRPF in respect of the beneficiaries treated on monthly basis by the 10th day of the succeeding calendar month.

3. Any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital that shall alone be responsible for the defect in rendering such services.
4. In case of any complaint of overcharging, the CRPF may after factual enquiry, de-recognize the Dr Agarwals Eye Hospital and decision of CRPF shall be final without any notice and this shall be without any prejudice to any other action to be taken as per the provision herein contained including recovery of over charged amount.
5. During In-patient Department (IPD) treatment of the CRPF beneficiary, Dr Agarwals Eye Hospital would not ask the beneficiary to purchase separately medicine from outside but bear the cost at its own in case of package deal rate fixed by the CGHS at Annexure-I and as amended from time to time including the cost of drugs, surgical instrument other medicines etc.
6. On production of CRPF Identity Card and a valid referral by the CRPF beneficiary, the Dr Agarwals Eye Hospital would provide credit facilities for CRPF beneficiaries or his family members subject to the condition that before commencement of the procedure/treatment the CRPF employee is required to submit a signed Medical Form-97 (under provision of CS (MA) Rule 1944/Medical-2004 from set (for CGHS beneficiary) duly filled in. On completion of the procedure/treatment the reimbursement claim for the amount at approved rates of CGHS/CS (MA) rules pertaining to the procedure/indoor treatment with essentially certificates A or B as the case may be duly filled in along with relevant bills/invoices signed/countersigned by the hospital authority and the Med from 07/CGHS Medical 2004 from (as applicable) be directly sent to the office of the DIG (Medical) CH, CRPF, Bhubaneswar, who will be process the reimbursement claim through respective H.O.O./Controlling authority for payment to the hospital concerned within 60 days. Any amount exceeding the approval CGHS/CS (MA) rules rates will be charged by the hospitals from the patient/his/her family and will not claim such amount from CRPF under any circumstances.
7. Any other services provided by the hospital to the beneficiary not included in the package deal but essential for recovery form illness, payment for such services should be realized by the hospital from the beneficiaries before discharge from the hospital.
8. The agreement contains the entire terms & conditions between the two parties and nothing outside this agreement shall be valid and binding. This agreement can be modified or altered only on written agreement signed by both parties.
9. The agreement shall remain in force for a period of ONE (01) year if not terminated before and as given in clause 11, 17, 18, 20 and 21.
10. The agreement may be terminated by one calendar months notice in writing and the notice given by the CRPF shall be valid if given and signed by DG or IG, Odisha Sector on his behalf can sign the notice of termination.
11. Should the hospital wind up, the CRPF shall have the power to terminate the agreement, but termination of the agreement shall not relieve the hospital or their heirs and legal representative from the legal liability in respect of the services provided by the hospital during the period when the agreement was in force.
12. The CRPF shall have lien and also reserve the right to retain and set off against and sum which may, from time to time be due to and payable to hospital hereunder, any claim which the CRPF may have against the hospital under this or any other agreement.

13. The CRPF shall be at liberty at any time to terminate this agreement by giving one month notice in writing to the hospital for breach of any of the terms and conditions of this agreement and the decision of the Director General, CRPF in this regard shall be final. However, hospital will be given opportunity to present its position before any decision to terminate the agreement is taken.
14. In the event of any bribes, commission, gifts or advantage being given promised or offered by or on behalf of the hospital or any of them for their agent or servant or anyone else on their behalf to any officer, servant or representative of CRPF or any member of family or any officer, servant or representative of CRPF in relation to the obtaining or execution of this or any other agreement with CRPF then the CRPF shall without prejudice to their other rights and remedies be entitled nor withstanding any criminal liability which the hospital may incur, cancel this agreement and any other agreement entered into by the hospital with the CRPF and to recovery from the hospitals any loss or damage resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the DG, CRPF who will be the authority to decide the dispute under this clause.
15. Subject to all notice may be given or taken by the DG, CRPF or IG CRPF Odisha Sector on his behalf.
16. The administrative cost of the hospital and all other expenses required by the hospital for purpose of this agreement shall be borne by the hospital.
17. In the event of any question, dispute or difference, whatsoever at any time arising under the condition of agreement or any other manner under this agreement or in any way relating thereto or the true meaning or interpretation of any of any of the provisions there to (except as to any matter for which the decision is specifically provided for in the condition of the Agreement), the same shall be referred for decision to a sole Arbitrator who shall be the nominee of Director General, CRPF and the decision of the Arbitrator shall be final and binding on both the parties. It will not be an objection that the Arbitrator is a Govt. Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as Government servant he has expressed views on all or any of the matters in question, dispute or difference.

In the event of the arbitrator appointed by the Director General, CRPF lying, neglecting or refusing or be in incapable or unable to act for any reason. Whatsoever, it shall be lawful for the Director General, CRPF to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

Subject as aforesaid the "Arbitration and conciliation Act, 1996" or any notification or replacement and Rule there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceeding under this clause.
18. The hospital shall pay all expenses incidental to the preparation and stamping of this agreement.
19. All notices and references hereunder shall be deemed to have been duly served and given to the hospital if delivered to the hospital of their authorized agent or left at consent by registered post to the address stated herein before and to the CRPF if delivered to the IG, Odisha Sector/Director (Medical) or sent by registered post or left at his office during office hours on any working day.
20. All special cases requiring treatment will first go to Govt. hospital (Including CRPF hospitals)/CGHS and when facilities are not available or long date is given, then the cases

will be referred to private recognized hospitals. DIG (Medical), Composite Hospital, Bhubaneswar will be the permitting authority for personnel posted in Odisha.

21. The original copy of this agreement shall be kept at office of the IG, Odisha Sector and a true copy shall be retained in the office of the Dr Agarwals Eye Hospital.
22. IN WITNESSES WHEREOF, the IG, CRPF Odisha Sector and on behalf of the Director General, CRPF and above named Hospital have hereinto set their respective hands the day and year first above written.

(Authy: This has the approval of IG on note sheet dated 04/04/2019).

SD/-26/04/19

(G. L. Meena)

DIG (ADM) ODISHA SECTOR