

**OFFICE OF THE INSPECTOR GENERAL OF POLICE, DEHRADUN SECTOR, CRPF,
UCF SADAN, VISHNU VIHAR, DEHRADUN (UTTARAKHAND)-248001
Telephone: (C/R)-0135-2688914**

No. M.III-1/2018-DDS-(EC-V)

Dated, the 04 September, 2018

TO

The Special DG J&K Zone / CZ / NE / SZ.
The ADG CRPF Academy.
The IGP (Adm) Dte., CRPF, New Delhi.
All Sector IsG including OPS & ISA / Director (Medical)
All Ranges DIsG including RAF /OPS/Communication.
The Dy. Director (Account), PAO, CRPF, New Delhi.
ALL CTCs/RTCs/ALL Composite Hospitals.

Subject:-
CRPF

All GCs/All Battalions including SDG/PDG.
REGARDING MOA FOR CREDIT FACILITIES FOR THE TREATMENT OF
PERSONNEL AND THEIR FAMILIES.

It is informed that we have entered into Memorandum of Agreement (MOA) with “Kailash Hospital, Haridwar Road, Near Jogiwala Chowk, Dehradun, Uttarakhand-248001” with effect from 24/08/2018 for a period of one year to provide cashless indoor (credit basis) treatment to CRPF personnel and their family members covered under CS(MA) Rules-1944 in this Hospital.

2. The main conditions of the agreement are as under:-

1. **The** Hospital is recognized under State/CGHS as authorized medical attendant/referral hospital for treatment of its beneficiaries and Members of their families subject to the conditions hereinafter mentioned from the date of signing of this agreement by both the parties.
2. **It** will charge the CRPF beneficiary or his/her family members within the ceiling limits as described and contained in the schedule of approved Charges which are detailed in Annexure 1 attached to the Government of India Ministry of Health & Family Welfare, 5 OM NO.S.11045/36/2012-CGHS(HEC)dated 1st October 2014.
3. **It** shall in no event charge an amount more than the amount agreed to whose details are given in the above Annexure-1 from any CRPF beneficiary or the members of his/her family for a period of 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 procedures which are lower than the rates fixed by the Central Government the reimbursement would be at the actual rates charged by the hospital and not exceeding the approved rate of the Central Govt.
5. **It** shall not discriminate in the provisions of the facility and treatment in any manner whatsoever 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, the recognized hospital shall not refuse admission or demand for an advance from the CRPF beneficiary or his family member and provide credit facilities to the patient on production of a CRPF I/Card and a referral letter from notified CAPF authority may not be insisted upon from him. However, after admission in hospital the 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/Dependent card issued by CRPF authority will be produced by the patient.

7. **The conditions of emergency are as under:-**
 - a. Acute Coronary Syndrome (Coronary Artery By-pass Graft/Percutaneous Transluminal Coronary Angioplasty) including Myocardial Infarction. Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure/Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stroke/Myocardial Infarction, Acute Aortic dissection.
 - b. Acute Limb Ischemia, Rupture of Aneurism, Medical and Surgical Shock and Peripheral Circulatory failure.
 - c. Cerebro-Vascular Attack, Stroke, Sudden Unconsciousness, head injury, Respiratory Failure, Decompressed Lung disease, Cerebro Meningeal Infections, convulsions, Acute Paralysis, Acute Visual loss.
 - d. Acute Abdomen such as acute appendicitis, acute pancreatitis, acute cholecystitis, acute renal colic, acute intermittent porphyria etc.
 - e. Road Traffic Accidents/with injuries including fall & firing.
 - f. Acute poisoning
 - g. Acute Renal Failure
 - h. Acute Abdomen in female including acute Obstetrical and Gynecological emergencies.
 - i. Heat Stroke/Heat Exhaustion.
 - j. Burns of all types.
8. **The Hospital shall provide access to the financial and medical records for own assessment and review by the medical and 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.**
9. **The Hospital shall also provide reports in the prescribed forms to the CRPF in respect of the beneficiaries treated on monthly basis by the 10th day of the succeeding calendar month.**
10. **Any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect in rendering such services.**
11. **In case of any complaint of overcharging, the CRPF may after factual enquiry, de-recognize the 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 provisions herein contained, including recovery of overcharged amount.**
12. **During in-patient Department (IPD) treatment of CRPF beneficiary, the hospital would not ask the beneficiary to purchase separately the medicines from outside but bear the cost at its own as per the package deal rate fixed by the CGHS at Annexure OM NO.S.11045/36/2012-CGHS(HEC)dated 1st October 2014 including the cost of drugs, surgical instruments, other medicines etc as applicable in Dehradun.**
13. **On production of CRPF identity Card/Dependent card and a valid referral by the CRPF beneficiary, the hospital would provide credit facilities to the 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) Rules 1944/Medical-2004 form 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 Essentiality Certificate 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 form 07/CGHS Medical 2004 form as applicable be directly sent to the office of the IG,**

Dehradun Sector Hqrs, CRPF who will process the reimbursement claim through respective H.O.O/ Controlling authority for payment to the hospital concerned within 60 days. Any amount exceeding the approved CGHS/CS (MA) Rules rates, will be charged by Hospitals from the patient/ his/hers family and will not claim such amount from CRPF under any circumstances.

14. **Any** other services provided by the hospital to the beneficiaries, not included in the package deal but essential for recovery from illness, payment for such services should be realized by the hospital from the beneficiaries before discharge from the hospital.
15. **This** agreement contains the entire terms and 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.
16. **The** Agreement shall remain in the force for a period of one year if not terminated before and as given in clauses 11, 17, 18, 20, and 21.
17. **The** agreement may terminated by one calendar month's notice in writing and the notice given by the CRPF shall be valid if given and signed either by **DG or IG Dehradun Sector CRPF** on his behalf can sign the notice of termination.
18. **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 representatives from the legal liability in respect of the services provided by the hospital during the period when the agreement was in force.
19. **The** CRPF shall have lien and also reserve the right to retain and set off against any sum which may, from time to time be due to and payable to the hospital hereunder, any claim which the CRPF may have against the hospital under this or any other agreement.
20. **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, or **IG Dehradun Sector 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.
21. **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 any one else on their behalf to any officer, servant or representative of the CRPF or any member of family of any officer, servant or representative of CRPF in relation to the obtaining or execution of this or any other agreement with the CRPF then the CRPF shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the hospital may incur to cancel this agreement and any other Agreement entered into by the hospital with the CRPF and to recover 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 or **IG Dehradun Sector** who will be the authority to decide the dispute under this clause.
22. **Subject** to all notice may be given or taken by **IG Dehradun Sector** or DIG Medical/Medical Superintendent by Composite Hospital **Group Centre Rampur (U.P)** on his behalf.
23. **The** administrative cost of the hospital and all other expenses required by the hospital for the purpose of this Agreement shall be borne by the hospital.

24. **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 the provisions thereto (except as to any matters 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 DG or IG **Dehradun Sector** or DIG Medical/Medical Superintendent of Composite Hospital, **Group Centre Rampur (U.P)** 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 he has to deal with the matters to which the contract relates or that is 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 dying, neglecting or refusing to act or resigning or being 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 the Rules thereunder under any statutory modifications thereof for the time being in force shall apply to arbitration proceedings under this clause.

25. **The** Hospital shall pay all expenses incidental to the preparation and stamping of this Agreement.
26. **All** notices and references hereunder shall be deemed to have been duly served and given to the hospital if delivered to the hospital or 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, Dehradun Sector** or **Control Room, CRPF, Dehradun Sector** sent by registered post or left at his office during office hours on working day.
27. **All** special cases requiring treatment will first go to Government Hospital (including CRPF & ITBP Hospital) CGHS and when facilities are not available or long date is given, the cases will be referred to private recognized Hospital. **DIG(Medical)/Medical Superintendent of Composite Hospital, GC, CRPF, Rampur (UP)/Composite Hospital, ITBP, Seemadwar, Dehradun or any other notified CAPF Hospital** in emergency cases will be the permitting authority for personnel. The Commandant (Adm), Dehradun Sector, CRPF, Dehradun will be the Nodal Officer.
28. **The** Original copy of this agreement shall be kept at the office of the **IG, Dehradun Sector, CRPF** and a true copy shall be retained in the office of the hospital.
29. **In** witness whereof, the **IG, Dehradun Sector, CRPF** and on behalf of the Director General CRPF or and above named Hospital have hereinto set their respective hands the day and year first above written.

SD 4/09/2018

(Vimal Kumar Bisht)

DIG(Adm)

Dehradun Sector, CRPF