

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF AGREEMENT

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BETWEEN

### NATIONAL INSTITUTE OF TECHNOLOGY, AGARTALA

AND

HCG EKO Cancer Centre, having its registered office at DG Block(New Town), Action

Area-I, New Town, West Bengal - 700156

This Agreement is made on the \( \frac{1}{2} \) day of \( \frac{3}{2} \) Month \( \frac{20}{2} \) Year between the National institute of Technology, Agartala of the First Part.

AND

HCG EKO Cancer Centre, having its registered office at DG Block(New Town), Action Area-I, New Town, West Bengal - 700156 (herein after called HCG EKO Cancer Centre), of the second part 1

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The Cancer Centre

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WHEREAS, <u>HCG EKO Cancer Centre</u>, having its registered office at DG Block(New Town), <u>Action Area-I, New Town</u>, <u>West Bengal - 700156</u>, proposes to provide treatment facilities and diagnostic facilities to beneficiaries of both on Central Government Health Scheme

WHEREAS HCG EKO Cancer Centre Offered to give the following Name of treatment like Surgical Oncology, Medical Oncology, Radiation Oncology, NMD, ETC to be Beneficiaries in the HCG EKO Cancer Centre:-

INVOLVING Surgical Orcology, Medical Oncology, Radiation Orcology, NMD, ETC/Details, AS PER ANNEXURE 1 ATTACHED.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as followed:

## 1 <u>Definitions & Interpretations</u>

- 1.1 The following terms and expressions shall have the following meanings for purpose of this agreement:-
- 1.1.1 "Agreement" shall mean this Agreement and all schedules, supplements, appendices, appendages and modifications there of made in accordance with the terms of this Agreement.
- 1.1.2 "Beneficiary" shall mean a person who is eligible for coverage of benefits and holds a valid card.
- 1.1.3 "Benefits" shall mean extent or degree of services the beneficiaries are entitled to receive as per the rules on the subject.
- 1.1.4 "Card" shall mean the Employee identity Card / Dependent Card/Medical identity card for beneficiaries as issued by the competent authority.
- 1.1.5 "Card Holder" shall mean a person having the Card.
- 1.1.6 "Coverage" shall mean the types of persons to be eligible as the beneficiaries of the health services provided under the agreement, subjects to the terms, conditions and limitations.
- 1.1.7 "Diagnostic Centre" shall mean the HCG EKO Cancer Centre, Kolkata as per annexure 1.

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- 1.1.8 "De-recognition of hospital/diagnostic centre" shall mean debarring the Hospital/Diagnostic centre on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the beneficiaries after following certain procedure of inquiry.
- 1.1.9 "Emergency" shall mean by condition or symptom resulting from any cause, arising suddenly and if not treated at the earliest opportunity would be detrimental to the health of the patient or shall jeopardize the life or limb of the patient.
- 1.1.10 "Empanelment" shall mean the private hospital/diagnostic centres empanelled under CGHS Rules for treatment/ investigation for the particular period.
- 1.1.11 "Hospital" shall mean the HCG EKO Cancer Centre performing under this Agreement providing medical investigation, treatment and the healthcare of the beneficiaries.
- 1.1.12 "Imaging Centre" shall mean the (Name of the Imaging Centre) performing X-ray, CT scan, USG etc.
- 1.1.13 "Package rate" shall mean lump sum cost of impatient treatment/any care for which a patient has been referred by competent authority to the hospital/diagnostic centre. This includes all charges pertaining to a particular treatment/procedure including:-
- (a) Registration charges
- (b) Admission charges
- (c) Accommodation charges (includes diet provided to patient)
- (d) Operation charges
- (e) Injection charges
- (f) Dressing charges
- (g) Doctor/ consultant visit charges
- (h) ICU/ICCU charges
- (i) Monitoring charges
- (j) Transfusion charges
- (k) Anesthesia charges
- (I) Operation theatre charges
- (m) Procedural charges/ surgeon's fee
- (n) Cost of surgical disposables and all sundries used during hospitalizations
- (o) Cost of medicines
- (p) Routine and essential investigations
- (q) Physiotherapy charges



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- (r) Pre-anesthetic check up
- (s) Any other charges levied during stay under package days duration.

(The above list is an illustrative one only)

The package rate however does not include expenses on telephone, tonic, cosmetics/ toiletries/consumables etc, which are not part of the treatment regimen, Cost of these additional items, if provided with the prior consent of the patient, has to be settled with the patient, for which not reimbursement shall be admissible.

In order to remove the scope of any ambiguity on the point of package rates, it is reiterated that the rate quoted for a particular procedure must be inclusive of all sub-procedures and all related procedures to complete the treatment procedure. The patient shall not be asked to bear the cost of any such procedure/ item.

Implants shall be allowed as per CGHS ceiling rate or as per actual, whichever may be less or as per actual, if there is not CGHS rate.

- 1.1.14 "Rate" shall mean charges for approved procedures/ services as may be notified by CGHS (Kolkata Rate) from time to time.
- 1.1.15 "Rack Rates" shall mean the charges for treatment, procedures or implants investigations, not enlisted in latest CGHS rate list.

## 2. <u>Medical Facility</u>

The hospital/diagnostic centre will provide cashless medical facilities to all <u>beneficiaries of NIT Agartala</u> ( Only for regular employees and their dependent family members). Beneficiaries who are in regular service will not be required to deposit any advance at the time of the admission and any payment at the time of discharge.

All the contractual employees (excluding their family members) can have medical facilities(OPD,IPD, Diagnostic facilities etc) on payment basis and billing will be based on CGHS (Kolkata) rate.

3. <u>Procedure to be Followed for availing Services on Cashless basis.</u> The following procedure is to be followed by an employee for availing of the cashless medical facility under the terms of this Agreement: -

Medical Oncology, Surgical Oncology, Radiation Oncology, Haematology, Bone Marrow Transplant, Nuclear Medicine & all investigations & procedures to diagonise oncology.

**Prescription Authorities** 

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- (a) <u>In-Patients</u>. All expenses on investigations, medicines etc. would be borne upfront by the hospital and would be reimbursed subsequently on preferring of Bill, in terms of the CGHS empanelment.
- (b) <u>Out Patients</u>. Expenses on consultation and investigations would be bome upfront by the hospital. Medicines would be drawn by the individual through sources.

## 5. Approved Rates to be Charged

The hospital/diagnostic centre agrees that it shall bill as per the rates for a particular procedure/ package deal as prescribed by **CGHS Kolkata Rate** at the time of discharge.Rates are not available in CGHS Kolkata rate will be as per present hospital tariff.

#### 6. **Duration**

This Agreement shall remain in force for a period of two years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for another year subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent.

## 7. Submission of Bills to NIT Agartala

On completion of the treatment/ procedure (s) of the beneficiary, the hospital/diagnostic centre shall submit credit bill (Hard copy) original with 01 set Xerox copy along with other documents to Registered/Speed Post.

# 8. Payment within 45 Days

NIT, Agartala will process the data and bill of all beneficiaries attending the hospital/diagnostic centre. The same will be forwarded to and payment directly to the hospital/diagnostic centre in time bound manner within a period of 45 days from the date of receipt of bills in physical format by NITA.

# 9. <u>Termination for Default</u>

NITA may without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the hospital/diagnostic centre terminate the Agreement in whole or part.

The hospital/diagnostic centre shall honor all terms and conditions as laid down in the Agreement with CGHS for providing treatment to all entitled individuals.



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Signed by NIT Agartala Registrar NIT, Agartala. सकायाध्यक्ष (संकाय कल्याण) Dean (FW) रा० प्रो० रा०, अगरतला / NIT, Agartala. Prof. Anirban Butta (Associate Professor) Dept. of MHSS NIT Agartala, Jirania, West Impura, Tripura, India, Pin: 759646 Dr.Amarjeet Śing Dr. AMARJEET SINGH Chief Operating Officer HCG EKO CANCER CENTRE **Chief Operationg Officer** Kolkata-700156 HCG EKO CANCER CENTRE (Witnesses) 1. Jaya Salla 2. Sudif ti Jash.