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SOCIETY FOR TIME AND DR BRAMTEACHING HOSPITA

Article 12:5(2) Agreement including a higher Agreement

AGREEMENT

(Zerö)

SOCIETY FOR TMC AND DR BRAM TEACHING HOSPIT

NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA .

SOCIETY FOR TMC AND DR BRAM-TEACHING HOSPITAL®

(Two Hundred only)

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made today theday of November'2024 between the National Institute of Technology-Agartala (NITA), Jirania, West Tripura District represented by its Registrar, expression of which unless anything found repugnant shall include its successor in office or assigns is one part of this Memorandum of Understanding.

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AND

Dr. BRAM Teaching Hospital under the Society for Tripura Medical College & Dr. BRAM Teaching Hospital (A registered Society under the Society Registration Act 1860) represented by its Medical Superintendent expression of which shall include its successor in office or assigns will be second part of this Memorandum of Understanding.

WHEREAS, Sri Anirban Dutta, Associate Professor, Department of MHSS, National Institute of Technology, Jirania, West Tripura District has proposed the Medical Superintendent, Dr BRAM Teaching Hospital for providing treatment to the employees / staffs and their dependable family members as per rates of the CGHS Scheme;

AND WHEREAS, The Medical Superintendent, Dr BRAM Teaching Hospital has agreed under approval of the management of the Society for Tripura Medical College & Dr. BRAM Teaching Hospital to provide treatment as per rate of CGHS Scheme. Now, therefore, the parties here above have agreed to execute this MOU on the Terms & Condition detailed below:-

- 1) The cost of treatment to be provided to the regular employees and their dependable family members for medical care in OPD, cost of Investigation, cost of pathological test, Cost of Dialysis and cost of other test done in Radiology Department etc. shall be cash payment basis and bills will be generated as per CGHS Shillong rate which will be reimbursed by the National Institute of Technology, Jirania, West Tripura District to their regular employees.
- 2) The cost of IPD treatment and others to regular employees and their dependent family members will be cashless based on CGHS Shillong rate and shall have to be reimbursed by NITA within a period of 30 days as per bill to be raised by the Medical Superintendent, Dr. BRAM Teaching Hospital. Any delay in making payment shall bring hindrance in this MOU and to continue to provide Health Care Services.
- The cost of services in the Radiology Department, C.T. Scan in particular shall have to be paid by the patients on spot because C.T. Scan Service is outsourced to a third party and the third party is not in a position to provide service on credit. Similarly, Dialysis Service of Dr. BRAM Teaching Hospital is also outsourced to a Third Party and the third party as per term of Contract with Society for Tripura Medical College & Dr. BRAM Teaching Hospital, will not provide any service on credit. If needed the bills can be certified by the doctors of Dr. BRAM Teaching Hospital.
- 4) All kind of treatments and pathological or radiology tests for contractual employees and their family members will be cash payment basis based on CGHS Shillong rate on production of NITA ID card, family ration card and Aadhar card.
- 5) For avoiding complicacy in defining the family members of the regular employees of the NITA, it shall be the responsibility of the National Institute of Technology, Jirania, West Tripura District to define and identify the eligible family members and to provide necessary certificate as to eligibility of the family members to receive treatment.

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- 6) The NITA as well as Dr. BRAM Teaching Hospital shall make CGHS Scheme rate chart available with them so as to avoid an ambiguity in rates. In no event of time BRAM Teaching Hospital shall charge any amount beyond the rates of CGHS Scheme (Shillong Rate) if rates available under the scheme and if not then it will be charges as per hospital rates.
- 7) This Memorandum of Understanding shall initially be for a period of three (03) years and extendable on conditions mutually agreed upon by both the parties.
- 8) The BRAM Teaching Hospital shall not discriminate in the provisions of the facility in any manner whatsoever against the NITA beneficiary receiving treatment in the hospital as compared to any other patient of equal status coming for treatment in the hospital.
- 9) In emergency department of Dr BRAM Teaching Hospital, the hospital will not refuse admission, or demand for advance money from the NITA beneficiaries (regular employees) or their family members to provide medical treatment facilities to the patient on production of valid NITA Jirania, West Tripura District, ID Card and a referral letter from NITA Jirania, West Tripura District authority and may not insist upon from them. However, after admission in Hospital, unless referral letter is sent or produced by the patient issued by the NITA within a period of 48 working hours from the time of admission, the patient so admitted and treated shall be deemed as normal patient and in that case the patient party before release of the patient shall clear all hospital bills.
- 10) The Hospital shall provide access to the financial and medical records for own assessment and review by medical and financial auditors of the NITA as and when necessary and requirement shall be final but the remittance time in no case shall exceed 30 days.
- 11) If the employees and their family members receive treatment from Dr. BRAM Teaching Hospital and investigation charges, cabin facilities, ICCU facilities, Dialysis services etc. availed by them which are not included in the CGHS Scheme, the charges shall be as per normal rates of Dr. BRAM Teaching Hospital.
- 12) In case of any occurrence of events beyond control of the stake holders of Dr. BRAM Teaching Hospital, they shall not be held responsible for that however, all legal matters shall be within the legal jurisdiction of Agartala only. In case of any complaint of overcharging, the NITA shall reserve the right to derecognize the hospital and this MOU shall stand as Null & Void. However, the NITA shall not take unilateral decision without consulting the management of the Society for Tripura Medical College & Dr. BRAM Teaching Hospital who shall be the final authority to take recourse of /removing or adjudicating any sort of complaint.
- 13) Dr. BRAM Teaching Hospital does not have its own Pharmacy. Therefore, hospital is not in a position to supply medicine to the employees and their family members. The NITA, cost of Medicine incurred by the employees and their family members will be reimbursed to them by NITA on certification by the Medical Superintendent, Dr. BRAM Teaching Hospital.

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- 14) On production of NITA Identity Card and a valid referral paper issued by the NITA mentioning the bed entitlement, the hospital would provide the cashless treatment facilities to the NITA beneficiaries except supply of medicine subject to Terms & condition already embodied in this MOU. NITA Beneficiaries are required to submit 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 and if such forms required to be signed by the Medical Officer, Dr. BRAM Teaching Hospital shall
- 15) For in-door patient, after treatment and discharge of the patients from hospital, the Medical Superintended shall raise bill towards cost of treatment as per CGHS rates and submit the bill directly to the office of Registrar, NITA-Jirania, West Tripura, Pin: 799046. NITA will process such bill for payment to the Society for Tripura Medical College & Dr. BRAM Teaching Hospital within 30 days from the date of receiving the
- 16) The services provided by Dr. BRAM Teaching Hospital to the employees and their family members of the NITA which are not covered and not within the purview of CGHS Scheme but essential for recovery from illness and the employees and the relatives have given consent for batter services, payment for such services be realized by the hospital from the employees and their family members before discharge from the hospital provided that this clause shall invariably be mentioned in the referral papers.
- 17) This MOU contains the entire terms and conditions between the two parties. This MOU can be modified or altered only in written signed by both the parties.
 - 18) The first party and second party shall be at liberty at any time to terminate this MOU by giving one month notice in writing to each other for breach of any of the terms and conditions of this MOU and the decision of the both the parties in this regards shall be the final. However, each side will be given opportuNITAy to present its position before any decision to terminate the MOU is taken.
 - 19) In the event of any question, dispute or difference whatsoever at any time arising under the conditions of this MOU or in any manner under this MOU or in any way relating thereto or the true meaning or interpretation of any of the provisions thereof (except as to any matters for which the specifically provided for in the condition of MOU) the same shall be referred the decision to an Arbitrator as per the provisions of Arbitrator and Conciliation Act, 1996 and all disputes will be subject to Agartala jurisdiction.
 - 20) The Hospital shall pay all expenses incidental to preparation and stamping of this MOU.
 - 21) All notices and references here under shall be deemed to have been duly served and given to the parties under proof and be addressed to the Director, NITA and the Chief Executive Officer, SFTMC and shall be sent by registered post/speed post.
 - 22) The MOU shall be prepared two copies in original and one copy each shall be kept by the hospital.

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23) For any query or information regarding NITA beneficiary, office of Dean (FW)/Registrar may be contacted and the details are given in the www.nita.ac.in.

In witness whereof, the Registrar on behalf of the NITA, Jirania, West Tripura District and above named 'Hospital' have here into set respective hands the day and year first above written.

Signed by

The Medical Superintendent

Dr. BRAM Teaching Hospital

(Under the Society for Tripura

Medical College & Dr. BRAM Teaching Hospital)

Hapania, Agartala. Medical Superintendent. Tripura Medical College & Dr B R.

Ambedier Memorial Teaching Hospital

1. Willessnia, Agartaia.

Signature:

Name: SWAPAN (Chief Executive Officer)

Society for Tripura Medical

College & Dr BRAM Teaching Hospital

(SWAPAN SAHA) Chief Executive Offacer Society for Tripura Madical College & Dr. BRAM Teaching Hospital

Signed by

The Registrar

National Institute of Technology

Jirania, West Tripura District

1. Witness:

Signature:

Dr. Animesh Sebration Name:

Dean (F.W.) (H)

National Institute of Technology

Jirania, West Tripura District