

**कार्यालय पुलिस महानिरीक्षक, बिहार सेक्टर,
केरिपुबल, पटना-25**

सं० एम.तीन-4 / 14-15-बि०से०'-वे०लि० दिनांक 22 / 06 / 15

विज्ञापन

**कार्यालय पुलिस महानिरीक्षक, बिहार सेक्टर, केन्द्रीय रिजर्व
पुलिस बल, पटना-25**

वित्तरहित चिकित्सा समझौता के संबंध में

बिहार राज्य के पटना, गया, मुजफ्फरपुर, मोकामाघाट, औरगांबाद एवं जमुई क्षेत्र में स्थित प्राईवेट अस्पताल जो केन्द्र सरकार/राज्य सरकार/सीजीएचएस के तहत मान्यता प्राप्त है, और केन्द्रीय रिजर्व पुलिस बल से वित्तरहित चिकित्सा समझौता हेतु इच्छुक है वे अस्पताल दिनांक **10 / 07 / 15** तक अपना आवेदन अस्पताल द्वारा प्रदान की जानी वाली चिकित्सा के बारे में जानकारी सहित (अस्पताल सामान्य चिकित्सा/विशिष्ट चिकित्सा क्षेत्र का उल्लेख करें) निम्न पते पर प्रेषित करें एवं वित्तरहित चिकित्सा की शर्तों की जानकारी के लिए बिहार सेक्टर, की बेबसाईट www.crfp.bih.nic.in पर लॉगइन करें।

पता कार्यालय:-

महानिरीक्षक

बिहार सेक्टर, केरिपुबल,

आशियाना दीघा रोड़, पटना-25

फोन नं० 0612-2584660

ई-मेल- bshqs@crpf.gov.in, croops.bs@gmail.com

हस्ता० -22 / 04 / 15
पुलिस उप महानिरीक्षक

**TERMS AND CONDITION FOR CASHLESS TREATMENT WITH
CRPF**

This department is interested to make Memorandum of agreement (MOU) with _____ hospitals for cashless treatments of our men and their families as per terms and conditions mentioned below :-

01 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.

02 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-I attached to the Ministry of Health & Family Welfare, Government of India, OM No. F.No. Sw11011/328/2001-CGHS-Desk.II/CGHS(P) dated. 23/12/2002.

03 It shall in no event, change an amount more than the amount agreed to whose details are given in the above annexure-I from any CRPF beneficiary or the member of his/her family for a period of one year from the date of signing of this agreement or until such time the prescribed rate are revised by the Central Government.

- I. If the hospital normally charges rate 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.
- II. 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.
- III. 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 CRPF I/Card and a referral letter from notified CRPF 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 issued by CRPF authority will be produced by the patient.

IV. 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 Adam attack, Acute Aortic Dissection.
- b) Acute Limb Ischemia, Rupture of Aneurism, Medical and Surgical Shock and peripheral Circulatory Failure.
- c) Cerebral-Vascular attack, Stroke, Sudden Unconsciousness, head injury, Respiratory Failure, Decompressed Lung disease, Cerebral Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- d) Acute abdomen such as acute appendicitis, acute pancreatitis, acute cholecystitis, acute renal colic, acute intermittent porphyries 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.

04 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. 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.

05 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 effect in rendering such services.

06 In case of any complaint of overcharging, the CRPF may after factual enquiry, de-recognize the Hospital and decision of the 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.

07 During In-patient Department (IPD) treatment of the 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-I of the OM dated 23/12/2002 including the cost of drugs, surgical instruments, other medicines etc.

08 On production of CRPF identity 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, from set (for CGHS beneficiary) duly filled in. On completion of the procedure/treatment the Re-imburement claim for the amount at approved rate 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 alongwith the 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 DIGP (Medical), Composite Hospital, CRPF, Muzaffarpur who will process the re-imburement 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/her family and will not claim such amount from CRPF under any circumstances.

09 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.

10 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.

11 The Agreement shall remain in force for a period of one year if not terminated before and as given in clauses 11,17,18,20 & 21.

12 The agreement may be 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, Bihar Sector, CRPF, Patna on his behalf can sign the notice of termination.

13 Should the hospital win 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.

14 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.

15 The CRPF shall be at liberty and 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.

16 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 not withstanding 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 hospital 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.

17 Subject to all notice may be given or taken by DG CRPF or IG Bihar Sector, CRPF, Patna on his behalf.

18 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.

19 In the event of any question, dispute or differences, whatsoever at any time arising under 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 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.

20 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.

21 Subject as aforesaid the "Arbitration and Conciliation Act 1996" or any notification or replacement and the Rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.

22 The hospital shall pay all expenses incidental to the preparation and stamping of this Agreement.

23 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 all special cases requiring treatment will first go to Government 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 Hospital, IG, Bihar Sector, CRPF or DIG (Medical), Composite Hospital, CRPF will be the permitting authority for personnel posted at Bihar. Similarly, cases for other than Bihar will be decided by respective CMO I/C not below the rank of DIG (Medical) of the station as recommending authority.

24 The original copy of this agreement shall be kept at the office of the IG, Bihar Sector, CRPF, Patna and a true copy shall be retained in the office of the hospital.

25 In witness whereof, the IG, Bihar Sector, CRPF, Patna and on behalf of the Directorate General, CRPF and above named Hospital have hereinto set their respective hands the day and year first above written.

02. In view of above, kindly intimate your views/willingness by **10/07/2015** to process the case for Memorandum of Agreement with your hospitals at the earliest please.
