***This MOU /Agreement is made on the \_\_\_\_ day of \_\_\_\_\_\_\_\_ 2020***

BETWEEN

**MADHYA PRADESH POLICE SWASTHYA SURAKSHA NYAS**

**(Madhya Pradesh Police Health Protection Trust)**

with its registered office at Police Headquarters, Jahangirabad, Bhopal and represented by the Secretary, herein after referred to as “The Trust” Which expression shall unless repugnant to the context mean and include its successors and assignees of the first part.

AND

………………………………………..…………………………………………………..

*(Name of the Recognized Hospital/ Diagnostic Center with Address)* of the Second Part.

WHEREAS the “**Madhya Pradesh Police Department**” with an intention to provide cashless medical care facilities to the employees and their family members created a Trust called **“Madhya Pradesh Police Swasthya Suraksha Nyas”** (here-in-after The Trust)

AND WHEREAS, The Trust proposes to provide diagnostic and treatment facilities as provided in Madhya Pradesh Civil Services (Medical Attendance) Rules 1958 to the MP Police Employees and their family members and limited cash less treatment facilities to "PHP Scheme beneficiaries" in Recognized Private Hospitals in Madhya Pradesh and other states.

AND WHEREAS, ………………………………………………………………………..

*(Name of the Recognized Hospital) hereinafter referred to as the Hospital* offered to give the cash less treatment / diagnostic facilities covered under MP Civil Services (Medical attendance) Rules (up to Rs. 8 Lac only) to the PHP Scheme Members/their family members in the Hospital either as a referred case or as a patient admitted directly in case of an emergency under the conditions laid down in this agreement.

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

1. **DEFINITIONS & INTERPRETATIONS**

The following terms and expressions shall have the following meanings for purposes of this Agreement:

“Agreement” shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.

“Benefit” shall mean the extent or degree of Medical services the beneficiaries are entitled to receive as per the rules on the subject by MP Government and the Trust.

“Card” shall mean the PHPS Card, issued by SP/Commandant/Unit In charge.

“Card Holder” shall mean a person having a PHPS Card.

“PHPS Member” shall mean a MP Government employee who is working for MP Police and has become and is a member of PHPS as per rules.

“Coverage” shall mean the types of persons to be eligible as the member of the Scheme to health services provided under the PHP Scheme, subject to the terms, conditions and limitations.

“Emergency” shall mean any condition or symptoms resulting from any cause, arising suddenly and if not treated at the early convenience, will be detrimental to the health of the patient or will jeopardize the life of the patient.

“Empanelment” shall mean the hospital authorized by the PHPS for treatment purposes for a particular period.

“Hospital” shall mean the *(Name of the Regognised Hospital)* while performing under this Agreement and providing medical investigation, treatment and the healthcare of human beings.

“Recognised Hospital” shall mean the Hospital authorized by the M. P. State Government for providing treatment/diagnostic facilities/ operative procedures etc. to the M. P. State Government Servants.

“De-listing of Hospital” shall mean debarring the hospital 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 PHPS beneficiaries after an inquiry.

“Scheme Beneficiary” shall mean a person who is eligible for coverage under MP PHPS , i.e. Member Employee, Spouse and Children (Max. 3) only as per rules.

“Party” shall mean either the PHPS or the Hospital “Parties” shall mean both the PHPS and the Hospital.

“Package Rate” shall mean and include lump sum cost of inpatient treatment / day care / diagnostic procedure for which a PHPS beneficiary has been permitted & referred by the competent authority of PHPS or for treatment under emergency from the time of admission to the time of discharge including– (i) Registration charges, (ii) Admission charges, (iii) Accommodation/Room charges (General Ward) including patients diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor / consultant visit charges, (viii) ICU / ICCU charges, (ix) Monitoring charges, (x) Transfusion charges, (xi) Anesthesia charges, (xii) Operation theatre charges, (xiii) Procedural charges / surgeon’s fee, (xiv) Cost of medicines, (xv) Related routine and essential investigations, (xvi) Physiotherapy charges etc. and excluding expenses on telephone, tonics, cosmetics etc., (xvii) Nursing care and charges for its services etc.

Cost of medicines which are supplied by GOI for free of cost for distribution to patients i.e. anti tubercular and anti leprosy drugs etc. will not be reimbursed.

Annexure-I (Home department, MP Govt. order F 3/92/2012/B-3/2 dated 19th August 2013) shall be deemed to be an integral part of this Agreement.

# 2- SCOPE OF AGREEMENT

2.1 The purpose of this agreement is to set forth the basis on which the Hospital shall extend cashless treatment and other facilities .The facilities shall, inter alia, comprise of medical/surgical treatment including diagnosis, tests, investigations, prescription, dispensation of medicines, accommodation etc.

2.2 The aforesaid facility shall be extended by the Hospitalfrom the effective date.

# 3- SERVICE CHARGES

3.1 The Recognized Hospital shall charge from the trust/Unit for **inpatient**  treatment/procedure/diagnostic facilities extended to the PHPS beneficiary as per rules at the rates approved by Govt. of MP. As Per order no. **Govt Order No F9- 9/13/17/ esfM&3 Bhopal Dt 26/08/2013**

3.2 The rates as decided by Government of MP and any changes /amendments notified by the state government from time to time shall be applicable.

3.3 **Clause deleted**.

3.4 In case there is no CGHS prescribed rate, for any test or procedure, then reimbursment is to be arrived at by calculating admissible amount item-wise (eg. – room rent, investigations, cost of medicines, procedure charges etc.) as per M.P. government approved rates.

3.5 The empanelled hospital shall not offer their services for those illness/disease for which treatment is already available in the government hospital of that particular district.

3.6 Rates applicable for room rents for diffrent categories or wards for diseases for which there is no M.P. government prescribed package rates are as follows.

|  |  |  |
| --- | --- | --- |
| SR. | WARD CATEGORY | amount |
| 1. | GENERAL | 1000 |
| 2. | SEMI PRIVATE | 2000 |
| 3. | PRIVATE | 3000 |

3.7- Rank wise category

|  |  |  |
| --- | --- | --- |
| SR. | Rank | Room category |
| 1. | Constable to ASI | General ward |
| 2. | Sub Inspector to Inspector | Semi private ward |
| 3. | Dy. S.P. to Add. S.P | Private ward |

**However for illness with a fixed package rate room charge will be included in the package.**

# 4- MEDICAL TREATMENT

The Hospital shall extend appropriate medical treatment to the scheme beneficiaries under this agreement. The Hospital will provide cashless facility for treatment including diagnosis, investigations, prescription, dispensation of medicines, accommodation etc. as per their entitlement only to the **Hospitalized/in-patient scheme beneficiaries** referred in prescribed format to the Hospital by SP/CO/unit in charge of units of MP Police as mentioned in Annexure-II

# 5- TREATMENT IN EMERGENCY

In emergency the hospital will not refuse admission or demand any payment from the scheme beneficiary and will provide life saving medical facilities to the patient on production of a valid MPPS card / ID Card. The hospital shall mail emergency medical certificate to the unit concerned / PHPS Trust office within 24 hours along with PAR and request for a referral letter and approval for further treatment. Refusal to provide the cashless treatment to bona fide PHPS beneficiaries in emergency cases and other eligible categories of beneficiaries, without valid ground, would attract disqualification for continuation of empanelment. In case of treatment taken is emergency in non-recognized private hospital reimbursment shall be considered by competent authority at M.P. government package rates. If one or more minor procedures form part of a major treatment procedure, then package charges would be per missible for for major procedure and only 80% of charges for minor procedure.

# 6- DUTIES AND RESPONSIBILITIES OF HOSPITALS

6.1 The Hospitalshall ensure that the members are admitted and treated in their hospital on a priority basis. Priority basis in this context means making available to the member, services like spot admission/treatment, beds on an urgent basis and the like.

6.2 The standard operating procedure as laid down by the trust hereto, shall be strictly adhered to by the Hospitalwhile extending medical benefits to any Scheme beneficiary.

6.3 It shall be the duty and responsibility of the Hospital at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws” and shall intimate the same to the Trust as soon as possible.

6.4 The Hospital is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles .

# 7- GENERAL CONDITIONS

7.1- All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package. Any treatment/ procedure/investigation other than the conditions on which the hospital was initially authorized for treatment of the patient, would require the permission of the referral authority. In case of unforeseen emergencies ‘provisions of emergency’ shall be applicable.

7.2- In case whenever there is a change in line of treatment/procedure or extended stay and treatment is required, prior **"hospitalization extension request"** in the prescribed format shall be submitted with reasons for approval to the Unit.

7.3- An authenticated list of the lowest rates being charged from any other institutions/agency will also be supplied to the trust.

7.4- The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for PHPS beneficiary under this Agreement shall not be increased during the validity period of this Agreement.

7.5- The empanelled Hospital shall provide services only for which it has been empanelled by PHPS at rates that will be fixed by the State Government or Phps Which ever is lower from time to time and shall be binding.

7.6- The Hospital will intimate all instances of patients admitted on the basis of the referral letter issued by the PHPS authorities / in emergency and send *Pre-Authorization Request* (PAR) in the prescribed format through fax/email within 24 hours for approval to the unit concerned or call referral authority/ Medical Advisors for clarification during office hours.

7.7- The Hospital shall provide reports on monthly basis by the 15th day of the succeeding calendar month in the prescribed format to the trust in respect of the beneficiaries treated / investigated.

7.8- The Hospital shall submit to the referring authority all the medical records in digital format with hard copies and outer pack & invoice of all implants & CDs / Electronical, Device/ Pen Drive of Vascular Procedures / Photographs of patient in all other cases along with medical reimbursement bill duly signed in prescribed format.

7.9- The Hospital agrees that 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 and / or deficiencies in rendering such services.

7.10- The Hospital agrees that during the In-patient treatment of the PHPS beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package deal rate, as decided which includes the cost of all the items. Appropriate action, including removing from PHPS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint or medical audit or inspections carried out by PHPS teams.

7.11 On production of a valid permission/Referral Letter from the PHPS/Unit Officers by the beneficiary, the hospital shall carefully examine the papers, verify the photo in the PHPS card and provide cash less facility for the treatment to the beneficiary included in the PHPS card. The Trust is not liable to pay in cases of impersonation or treatment of ineligible persons.

7.12- The Hospital shall immediately communicate to the trust about any change in the name / infrastructure / strength of staff. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of the trust. The new establishment of the same Hospital, shall attract a fresh inspection, for consideration of continuation of empanelment.

7.13 Authorized signatory / representative of the hospital shall attend the periodic meetings held by the PHPS authorities as and when required. He can also be called for any justification or clarification regarding the bill submitted.

7.14- During the visit by PHPS Authority the Hospital authorities will cooperate in carrying out the inspection.

7.15- The empanelled Hospital shall not undertake treatment of referred cases in specialties for which it is not empanelled, but in emergency case will provide necessary treatment at rates provided by government of M.P. to stabilize the patient if facilities are available and then transport the patient safely to nearest recognized specialist hospital under intimation to PHPS authorities. However if patient wants to continue treatment in the same hospital **at his own cost** then treatment may be provided to him and the Hospital will charge from the patient as per rates approved by Government of Madhya Pradesh.

**8- PAYMENT**

8.1 After appropriate treatment and discharge of patient from hospital, Medical reimbursement bill will be prepared in prescribed format and submitted by the hospital along with bills and supporting documents to the unit concerned for payment (2 Copies).

8.2(a)- The payment will be ensured to the hospital by the Trust /Unit within a period of 45-60 days from the date of submission of the Medical bill.

8.2(b)- Any excess payment made from the trust fund or by the unit, against the clearance of pending bills as per the clause 8.2(a) to the hospital, shall be returned by the hospital without any delay. The reason for such payment/ demand will be explained by either party in writing to the other's satisfaction.

8.3 Any benefits claimed outside the terms of this agreement and those specifically excluded from coverage in Madhya Pradesh Civil Services (Medical Attendance) Rules 1958 be herein shall be disallowed**.**

8.4 All disallowed claims or portion of disallowed claim shall be borne by the Hospital only.

# 9- MEDICAL AUDIT

The medical audit of the hospital regarding PHPS cases will be conducted by Medical advisors or any authority/Agency designated for this purpose by PHPS.

1. Inspection Rights –Will be Empowered to PHPS Members and Medical Advisor. They wil carry out inspections time to time for regularising the Medical activity.

# 10- LIQUIDATED DAMAGES

10.1- The Hospital shall provide the services as per the requirements specified by the MP Government in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or demanding cash from the PHPS beneficiaries or defective service and negligence appropriate action will be initiated against the hospital.

10.2- For over-billing, cost of unnecessary procedures or any amount not chargeable under Madhya Pradesh Civil Services (Medical Attendance) Rules 1958, the extra amount so charged will be deducted from the pending / future bills of the Hospital and will lead to the suspension of referrals of patients and action will be taken for removing the Hospital from the empanelment as well as termination of this Agreement.

10.3- In the first instance, the complaint will be examined by the PHPS authorities and if the complaint is found to be true, the Trust shall have the right to give a show cause notice to the Hospital to be replied by it within 10 days of its receipt and the reply of the Hospital will be examined by a Standing Committee constituted for the purpose of deciding the appropriateness of the treatment or diagnostic procedures, as the case may be. If the Committee concludes that the Hospital has violated the provisions of the Agreement necessary action will be taken for de-recognition of that Hospital. The decision of the Trust will be final

**11 TERMINATION FOR DEFAULT**

11.1 The Trust may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital terminate the Agreement in whole or part:

1. If the Hospital fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or any extension thereof if granted in pursuant to Condition of Agreement or
2. If the Hospital fails to perform any other obligation(s) under the Agreement.
3. If the Hospital in the judgment of the Trust has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

11.2 If the hospital found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by the Trust without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 10 days of the receipt of show cause notice.

11.3 In case of any violation of the provisions of the Agreement by the Hospital such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries and demanding cash from the PHPS beneficiaries, undertaking unnecessary procedures, prescribing unnecessary drugs / tests, deficient or defective service, over billing and negligence in treatment, the Trust shall terminate the agreement.

**12 INDEMNITY**

The Hospital shall at all times, indemnify and keep indemnified the Trust against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to the Trust in consequence to any action or suit being brought against the Trust, along with (or otherwise), Hospital as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the Trust from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital’s negligence or misconduct.

The Hospital will pay all indemnities arising from such incidents without any extra cost to the Trust and will not hold the the Trust responsible or obligated.

**13 ARBITRATION**

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the PHPS authorities and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred for arbitration to the Shri Ashok Awasthi IPS, who will give written award of his decision to the Parties. The decision of the Shri Ashok Awasthi IPS, will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings.

## 14 NOTICES

14.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to Other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party’s address as below.

PHPS: The Secretary,

**Madhya Pradesh Police Swasthya Suraksha Nyas,** Police Headquarters,

Jahangirabad, Bhopal

Hospital with address:

*(Name of the Hospital & Address)*

14.2 A notice shall be effective when served or on the notice’s effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left, premises locked, etc.

**15.** Clause deleted.

**16**. **MISCELLANEOUS**

* 1. Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the Trust and the Hospital.
  2. The Hospital shall not represent or hold itself out as an agent of the PHPS.
  3. The Trust will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any PHPS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.
  4. The Hospital shall notify the Trust of any material change in their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.
  5. This Agreement can be modified or altered only on written agreement signed by both the parties.
  6. Should the hospital get wound up or partnership is dissolved, the MOU will be deemed to be terminated. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.
  7. The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.
  8. If any of the parties to this agreement wants to discontinue for any reasons shall give one month's prior notice before stopping the services.
  9. Recognized Hospital shall apply for accreditation with National Accreditation Board for Hospital and healthcare providers (NABH).
  10. Recognized Hospital shall organize preventive Heath check up and awareness camps for scheme beneficiaries.

**17. AGREEMENT**

MOU will be made on a stamp paper of Rs. 100/- and rest part on legal paper.

The MOU shall remain in force unless it is modified/ revoked or Hospital is de-recognised by MP government, for a period of two year or till application for its renewal is pending.

IN WITNESSES WHEREOF, the parties have caused this Agreement to be signed and executed on the day, month and the year above mentioned.

Signed by

Secretary

**Madhya Pradesh Police Swasthya Suraksha Nyas**

In the Presence of

(Witnesses)

1.

2.

Signed by

For and on behalf of (*Name of the Hospital*)

Duly authorized vide Resolution No. ……… dated …….

of (*Name of the Hospital*)

In the presence of

(Witnesses)

1.

2.