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OFFICE OF THE DIRECTOR/IG, ISA, CRPF, MOUNT ABU (RAJ.)- 307501

No. M.III-3/2019-ISA-EC-II

Dated, the

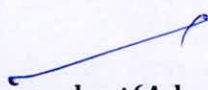
July'2019

To,

The Special DG, CZ/SZ/NEZ/J&K Zone
The IGP (Adm), Dte, CRPF, N/Delhi
All Sector IsG including OPS & Director Medical
All Range DIsG including RAF/OPS/Comn/CoBRA
All CTCs/RTCs/All Composite Hospital
All GCs/All Battalions including SDG/RAF/Mahila/Signals.

Subject : **REG. M.O.A. FOR CREDIT FACILITIES FOR THE TREATMENT OF CRPF PERSONNEL AND THEIR FAMILIES**

It is informed that we have entered into MOA with **J. Watumull Global Hospital & Research Centre, Mount Abu (Raj.)** and renewed on the same terms and conditions for another one year wef **08/07/2019 to 07/07/2020** to provide cashless (Credit basis) treatment to CRPF personnel and their family members covered under CCS(MA) Rules-1944. This Hospital is Recognized/empanelled for various specific treatment/procedure vide Ministry of Health & Family Welfare, GOI O.M. No. S.14021/8/2010-MS, dated 29/06/2011.


Commandant(Adm/Trg)
For Director/IGP,ISA, Mt. Abu

No. M.III-3/2019-ISA-EC-II

Dated, the 22 July'2019

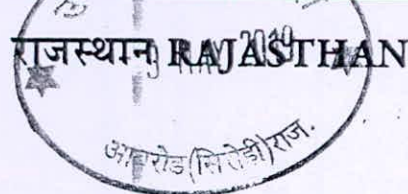
Copy to :-

- ✓ 01. The DIG(IT) Dte. with request to add/update above Hospital on CRPF website for benefit of all force personnel and their members.
02. The Director, J. Watumull Global Hospital & Research Centre, Mount Abu (Raj.) (By Hand) (Encl : Photocopy of MOA)


Commandant(Adm/Trg)
For Director/IGP,ISA, Mt. Abu

Copy forwarded to following for information and necessary action please :-

01. CMO, Hospital, ISA Mount Abu. (Encl : Photocopy of MOA)
02. AC(PS) (Encl : Original MOA)
03. Accountant/Cashier, ISA, CRPF



राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत तृतीयांश पर प्रभाविता अधिभार	
आधारभूत प्रमाणन मापदण्ड के अनुसार	10/-
गाथ और अन्य नक्कल के मापदण्ड के अनुसार	10/-
कुल योग	20/-
स्टाम्प वण्डर के हस्ताक्षर	

AS 052403

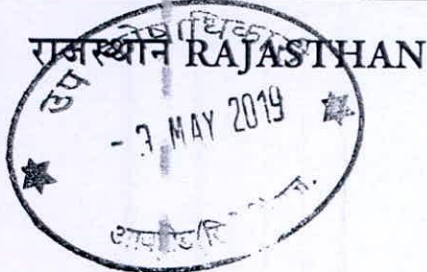
MEMORANDUM OF AGREEMENT

1. An agreement made and entered into this day of 11.07.2019 between the Director General, Central Reserve Police Force, New Delhi acting through Shri K.S. Bhandari, IG/Director, Internal Security Academy, CRPF, Mount Abu (herein after called "CRPF" which expression, unless repugnant to or exclude by context, shall include its successor-in-office and assigns) of the one part and Dr. Partap Midha, Director, J. Watumull Global Hospital & Research Centre, Mount Abu-307501 (Rajasthan) the authorized signatory of Hospital (hereinafter called "Hospital" which expression unless repugnant to or exclude by context shall include its legal representatives, successors and assigns) of the other part.

2. WHEREAS J. Watumull Global Hospital & Research Centre, Mount Abu, has agreed to provide cashless treatment to CRPF personnel and their families (as per Central Government Rules) covered under Central Services (Medical Attendance) Rules, 1944 / CGHS Rules under arrangement of recognition given to the Private Hospitals by DGHS (Directorate General Health Services) of Ministry of Health & Family Welfare, Government of India for treatment of Central Government Employees and members of their families under CS (MA) Rules, 1944. WE THEREFORE, THE PARTIES HERE TO AGREE AS FOLLOWS:

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Dr. Partap Midha, Director
J. Watumull Global Hospital
& Research Centre
Mount Abu, Dist. Sirohi
Rajasthan (INDIA) 307501



राजस्थान स्टाम्प अधिनियम 1998 से अन्वयित गति पर प्रभाति अधिभार	
आधारभूत अन्वयित गति पर प्रभाति अधिभार	10/-
गति और प्रभाति गति पर प्रभाति अधिभार	10/-
कुल गति	20/-
स्टाम्प वगैरह के अन्वयित	

AS 052400

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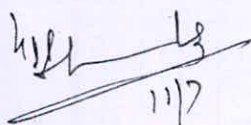
3. The Hospital is recognized under CS (MA) Rules, 1944 for treatment of Central Government employees and members of their families vide the Ministry of Health and Family Welfare, Government of India, OM No.S.14021/20/93-MS dated 11/05/2001. The recognition was again renewed by the MOHFW vide their letter No. S.14021/8/2010-MS dated 29/06/2011. The Hospital has again applied for renewal of recognition to the Government of India, Ministry of Health & Family Welfare, New Delhi vide our letter dated 20/07/2018, which is under consideration of Government of India, Ministry of Health & Family Welfare, New Delhi. It is likely to renew again. In case the, Ministry of Health & Family Welfare, Government of India terminates the recognition of J.Watumull Global Hospital & Research Centre, Mount Abu(Rajsthan) under CCS (MA) Rules 1944 for treatment of CRPF personnel and their families then the MEMORANDUM OF AGREEMENT with J.Watumull Global Hospital & Research Centre, Mount Abu will be treated as cancelled from the date of information of termination of recognition of J.Watumull Global Hospital & Research Centre, Mount Abu (Raj) under CS (MA) Rules, 1944 is given to IG/Director, ISA, CRPF, Mount Abu and

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J. Watumull Global Hospital
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till that date the Hospital shall provide treatment of CRPF personnel and their families under CGHS rates. No back payment will be claimed i.e the difference between the CGSC rates and the Hospital rates of the bills already settled till receipt of information by the Academy. Pending claim before the date of intimation to ISA shall be reimbursed to the Hospital within one month of submission of bills. The terms and conditions of this agreement are enumerated below and the agreement shall come into effect from the date of signing of this agreement by both the parties.

4. The Hospital will charge CRPF beneficiary of his/her family members within the ceiling limits as described and contained in the schedule of approved charges fixed for CGHS, Jaipur by the Government of India.
5. It shall in no event, charge an amount more than the approved charges fixed for CGHS, Jaipur by the Government of India.
6. If the Hospital normally charges rates for various procedures which are lower than the approved charges fixed for CGHS, Jaipur, the reimbursement would be at the actual rates charged by the Hospital and not exceeding the approved charges fixed for CGHS, Jaipur by the Government of India.
7. The Hospital 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.
8. In emergency, the recognized hospital shall not refuse admission or demand for advance from CRPF beneficiary or his family members and provide credit facilities to the patient on production of a CRPF Identity Card and a referral letter from notified CRPF authority may not be insisted upon from him/her. 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 identify card issued by CRPF authority will be produced by the patient.
9. The conditions of emergency are as under:-
 - a) Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxymal Supra Ventricular Tachycardia, Cardiac Temponade, Acute Left Ventricular Failure/Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block, Stroke Adam attack, and Acute Aortic Dissection.


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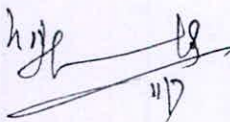
- b) Acute Limb Ischaemia, Rupture of Aneurism, Medical and Surgical Shock and Peripheral Circulatory Failure.
- c) Cerebro-Vascular Attack, Stroke, Sudden Unconsciousness, head injury, Respiratory Failure, Decompressed Lung disease, Cerebral Meningeal Infection, Convulsions, Acute Paralysis, Acute Visual 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 and firing.
- f) Acute Poisoning
- g) Acute Renal failure
- h) Acute Abdomen in female including acute Obstetrical and Gynaecological emergencies.
- i) Heat Stroke/Heat Exhaustion
- j) Burns of all types.
- k) Malaria/Dengue.

10. 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/CRPF on necessity of requirement shall be final.

11. The Hospital shall also provide reports in the prescribed form to the CRPF in respect of the beneficiaries treated on monthly basis by the 10th day of the succeeding calendar month.

12. 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 any defect in rendering such services.

13. 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 provision herein contained, including recovery of overcharged amount.




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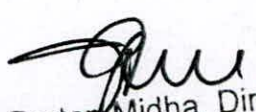
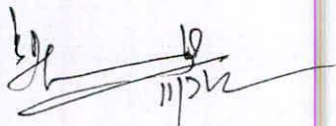
14. During In-Patient Department (IPD) treatment of CRPF beneficiary, the hospital would NOT ask the beneficiary to purchase separately the medicines from outside but bear the cost at its own, including the cost of drugs, surgical instruments, other medicines etc.

15. On production of CRPF Identity Card and valid referral by the CRPF beneficiary, the Hospital would provide credit facilities to the CRPF beneficiaries and or his/her 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 Form-2004 set (for CGHS beneficiary) duly filled in. On completion of the procedure / treatment, the reimbursement claim for the amount at the 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 Medical Form-97/CGHS Medical 2004 Form (as applicable) be directly sent to the office of the IG/Director, ISA, CRPF /Medical Officer- in-Charge, ISA Hospital, CRPF, Mount Abu, who will process the reimbursement claim through respective Head of Office/Controlling authority for payment to the Hospital concerned within 30 days. Any amount exceeding the approved CGHS / CS (MA) Rules rates will be charged by hospitals from the patient /his / er family and will not claim such amount from CRPF under any circumstances.

16. 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. (20% discount will be given by the Hospital on the charges for services under Radiology and Imaging Science)

17. 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.

18. The agreement shall remain in force for a period of three year, that is, up to 07/07/2020, if not terminated before and as given in clauses 13,19,20,22 and 23.



Dr. Partap Midha, Director
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19. 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 IG/Director, ISA, CRPF, Mount Abu(Raj) on his behalf can sign the notice of termination.

20. 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.

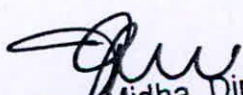
21. The CRPF shall have lien and also reserve the right to retain and set off against any sum which may, from time to time be due to and payable to the Hospital hereunder, any claim which the CRPF may have against the Hospital under this or any other agreement.

22. The CRPF shall be at liberty at any time to terminate this agreement by giving one month's notice in writing to the Hospital for breach of any of the terms and conditions of this agreement and the decision of the IG/Director, ISA, 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.

23. 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 anyone 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 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 Director General, CRPF who will be the authority to decide dispute under this clause.

24. Subject to as otherwise provided in this agreement, all notices may be given or taken by the Director General, CRPF or IG/Director, ISA, CRPF, Mount Abu on his behalf.


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Mount Abu, Dist. Sirohi
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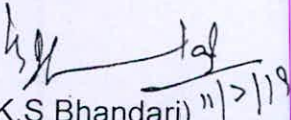
25. The administrative cost of the Hospital and all other expenses required by the Hospital for the purpose of this agreement shall be borne by the Hospital.
26. In the event of any question, dispute or differences, whatsoever at any time arising in the event of Arbitrator appointed by the Director General, CRPF lying, 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 to 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.
27. The Hospital shall pay all expenses incidental to the preparation and stamping of this agreement.
28. 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 the CRPF if delivered to the IG/Director, ISA, CRPF, Mount Abu or sent by registered post or left at his office during office hours on any working day.
29. 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, the cases will be referred to Private recognized Hospitals. IG/Director, ISA, CRPF, Mount Abu or Chief Medical Officer, ISA Hospital, CRPF, Mount Abu will be the permitting authority for personnel posted at Mount Abu. Similarly 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 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 Government 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. Cases for other than Mount Abu will be decided by respective Chief Medical Officer, In-Charge not below the rank of Deputy Inspector General (Medical) of that Station as recommending authority.

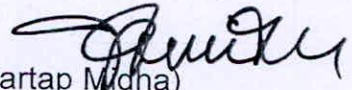

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Dr. Partap Midha, Director
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Mount Abu, Dist. Sirohi
Rajasthan (INDIA) 307501

30. The original copy of this agreement shall be kept at this office of the IG/ Director, ISA, CRPF, Mount Abu and a true copy shall be retained in the office of the Hospital.

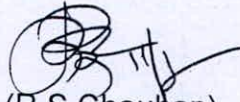
31. In witness whereof, the IG/Director, ISA, CRPF, Mount Abu(Raj) and on behalf of the Director General, CRPF and above named Hospital have hereinto set their respective hands the day and year first above written.


(K.S Bhandari) 11/7/19
IG/Director, ISA, CRPF
Mount Abu (Raj)
For and on behalf of D.G, CRPF


(Dr. Partap Midha)
Director, Global Hospital &
Research Centre, Mount Abu (Raj)
Dr. Partap Midha, Director
J. Watumull Global Hospital
& Research Centre
Mount Abu, Dist. Sirohi
Rajasthan (INDIA) 307501

निदेशक/पुलिस महानिरीक्षक
Director/I. G. P.
आ.सु.अ.,के.रि.पु.बल,आबू पर्वत (राज.)
ISA, CRPF, Mount Abu (Raj.)

In the presence of


(R.S Chauhan)

DIG(Adm), ISA, CRPF, Mount Abu
निदेशक (प्रशा.)
By: Inspector General (Adm)
आ.सु.अ.,के.रि.पु.बल,आबू पर्वत (राज.)
ISA, CRPF, Mount Abu (Raj.)