

MEMORANDA OF AGREEMENT
EMANELMENT OF HOSPITALS/NURSING HOMES, DENTAL CENTRES AND
DIAGNOSTIC CENTRES

1. The modifications as listed in subsequent paragraphs will be made to the MOA for empanelment of Hospitals/Nursing Homes, Dental Centres and Diagnostic Centres under ECHS.

2. **Para 1**

For – “----- (name of Hospital/Nursing home) is recognized under ECHS for treatment of the ECHS members and their dependent beneficiaries subject to the conditions hereinafter mentioned.”

Read – “----- (name of Hospital/Nursing home) is recognized under ECHS for treatment of the ECHS members and their dependent beneficiaries **for Services attached at Annexure I** subject to the conditions hereinafter mentioned.”

3. **Para 3**

For – “The services would be extended on billing system to referred cases for agreed upon period. Charges would be charged as per approved list provided by the Hospital and approved by ECHS”.

Read – “The services would be extended on billing system to be referred cases for agreed upon period. Charges would be levied as per rates negotiated with the Hospital and approved by ECHS (Annexure II attached). **Under no circumstances will CGHS rates be exceeded. Where CGHS rates are not available AIIMS rates will be applicable.**”

4. **Para 9 of MOA (Hospitals/Nursing Homes) and Para 8 of MOA (Diagnostic Centres/Pathological Laboratory/Dental Clinic/Dental Laboratory)**

For – “The schedule of approved charges are at Annexure I, attached hereto.”

Read – “The schedule of approved charges are at **Annexure II**, attached hereto.”

5. **Para 14**

For – “During in-patient treatment of the ECHS beneficiaries, the Hospital shall not ask the members to purchase separately the medicines from outside but bear the cost on its own, as the package deal rate fixed for the ECHS at Annexure-I includes the cost of drugs, surgical instruments and other medicines etc.

Read – “During in-patient treatment of the ECHS beneficiaries, the hospital shall not ask the members to purchase separately the medicines from outside but bear the cost on its own, as the package deal rate fixed for the ECHS at **Annexure II** includes the cost of drugs, surgical instruments and other medicines etc.”

6. A copy of the Memorandum of Agreement for Hospitals/Nursing Homes (Appendix 'A') and Dental Centres/Laboratories and Diagnostic Centres (Appendix 'B') is enclosed.

Sd/-x-x-x-x-x

Jt Dir (Med)
for MD ECHS

MEMORANDUM OF AGREEMENT
(Format for Hospital/Nursing Home)

An agreement made and entered into this _____ day of _____
(month and year) between the President of India, acting through Station Commander
_____ (Place), for Ex-Servicemen Contributory Health Scheme
(hereinafter called 'ECHS' which expression, unless excluded by or repugnant to the subject
or context, shall include its successors-in-office and assigns) of the One Part and Shri/Smt/
Ku _____, S/o, D/o, W/o _____ owner or the
authorized signatory of the _____ Hospital/Nursing Home (hereinafter
called Hospital which expression unless excluded by or repugnant to the subject or context,
shall mean to include its legal representatives, successors and permitted assigns) of the
Other Part.

WHEREAS _____ (name of corporate body/firm/trust/owner
of Hospital/Nursing Home), had applied for recognition under ECHS for treatment of the
members of ECHS and their dependant beneficiaries, and ECHS proposes to extend
recognition to _____ (name of Hospital/Nursing Home) for treatment of
ECHS members and their dependant beneficiaries.

Appendix 'A' (Contd)

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS :-

1. _____ (Name of Hospital/Nursing Home) is recognized under ECHS for treatment of the ECHS members and their dependent beneficiaries **for services attached at Annexure I** subject to the conditions hereinafter mentioned.
2. The Hospital shall provide the agreed upon services to referred cases only. These cases would be referred by doctors from ECHS Polyclinics. The referred cases would be issued referral slip duly signed by doctors under his seal and signature bearing name also.
3. The services would be extended on billing system to referred cases for agreed upon period. The services would be extended on billing system to referred cases for agreed upon period. Charges would be levied as per rates negotiated with the Hospital and approved by ECHS (**Annexure II attached**). **Under no circumstances will CGHS rates be exceeded. Where CGHS rates are not available AIIMS rates will be applicable.**
4. The Hospital is not at liberty to revise the rate suo moto.
5. The bills would be scrutinized by the ECHS authorities and would contain the following :-
 - (a) Bills to be submitted on hospital performa.
 - (b) Medical advance drawn, if any.
 - (c) Referral slip from Polyclinic & photocopy of ECHS card.
 - (d) Summary of the case, including outcome.
 - (e) Consultation charges/Diagnostic/Package charges as applicable.
 - (f) Other charges if any, not included above (to be specified).
6. In grave emergency, patient shall be admitted and life saving treatment be given on production of ECHS card by the members, even in the absence of referral slip. The referral slip be allowed to be submitted within 48 hours from admission in such cases.
7. The Hospital would not refer the ECHS cases further to other institute, and if it does so, it will be at their own arrangements, and ECHS would not be responsible to the other

Appendix 'A' (Contd)

institute for any liability. Payment in such cases would also be restricted to approved rates only.

8. The Hospital would not refuse admission to referred case on flimsy ground.
9. The schedule of approved charges are at Annexure II, attached hereto.
10. The conditions of emergency are as under :-
 - (a) Acute Cardiac Conditions/Syndromes including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure/Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete dissection.
 - (b) Vascular Catastrophies including Acute limb ischaemia, Rupture of aneurisms, medical and surgical shock and peripheral circulatory failure.
 - (c) Cerebro-Vascular Accidents including Stroke, Neurological Emergencies including coma, cerebro meningeal infections, convulsions, acute paralysis, acute visual loss.
 - (d) Acute Respiratory Emergencies including Respiratory failure and decompensated lung disease.
 - (e) Acute abdomen including acute obstetrical and gynaecological emergencies.
 - (f) Life threatening Injuries including Road traffic accidents, Head Injuries, Multiple Injuries, Crush Injuries and thermal injuries.
 - (g) Acute poisoning and snake bite.
 - (h) Acute endocrine emergencies including diabetic Ketoacidosis.
 - (j) Heat stroke and cold injuries of life threatening nature.
 - (k) Acute Renal Failure.
 - (l) Severe infections leading to life threatening sequelae including Septicaemia, disseminated/military tuberculosis.
11. The Hospital shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final.

Appendix 'A' (Contd)

12. The Hospital shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final.
13. Any liability arising out of or due to any default or negligence in provision or performance of the medical services shall be borne exclusively by the Hospital, who shall alone be responsible for the defect in rendering such services.
14. During In-patient treatment of the ECHS beneficiaries, the Hospital shall not ask the members to purchase separately the medicines from outside but bear the cost on its own, as the package deal rate fixed for the ECHS at **Annexure – II** includes the cost of drugs, surgical instruments and other medicines etc.
15. This Agreement contains the entire agreement between both the parties and nothing outside this Agreement shall be valid and binding. This Agreement may be modified or altered only on written agreement signed by both the parties.
16. This Agreement shall remain in force for a period of two years from the date of its execution, extendable on mutual agreement.
17. The Agreement may be terminated by either party serving on calendar month's notice in writing, upon the other party and the notice given by the ECHS shall be valid if given and signed by the competent authority on behalf of the ECHS.
18. Should the Hospital get wound up or partnership is dissolved, the ECHS shall have the power to terminate or 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.
19. The ECHS shall have a lien and also reserves 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 ECHS may have against the Hospital under this or any other agreement.
20. The ECHS shall be at liberty at any time to terminate this agreement on giving 24 hours notice in writing to the Hospital for breach of any of the terms and conditions of this Agreement and the decision of ECHS in this regard shall be final.

Appendix (Contd)

21. 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 any one else on their behalf to any member, the family of any member or representative of the ECHS in relation to the obtaining or execution of this or any other Agreement with the ECHS, then the ECHS shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the Hospital may incur, cancel and/or terminate this Agreement and/or any other agreement entered in by the ECHS holding the Hospital liable for 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 ECHS in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the Hospital.

22. Subject as otherwise, provided in this contract, all notice may be given or taken by the ECHS or by any officer for the time being entrusted with the functions of ECHS.

23. 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.

24. Any dispute or difference whatsoever arising between the parties to this agreement out of our relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on the appointment of the Arbitrator shall be nominated by the Secretary, Department of Legal affairs, Ministry of Law and Justice. The provisions of the arbitration and conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations Act, 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at New Delhi.

25. The Hospital shall pay all expenses incidental to the preparation and stamping of this agreement.

Appendix (Contd)

26. All notice and reference hereunder shall be deemed to have been duly served and given to the Hospital if delivered to the Hospital or their authorized agent or sent by registered post to the address of the Hospital stated hereinbefore and to the ECHS if delivered to the Station Commander _____ or sent by registered post or left at his office during office hours on any working day.

27. The originals copy of this Agreement shall be kept at the office of Station Commander _____ and a true copy shall be retained in the office of the Hospital.

In witness whereof, Station Commander _____ for and on behalf of the President of India and the above named Hospital have hereunto set their respective hands and seal the date and year first above written.

Signature of Station Commander for and on behalf of
the President

Witness to the signature of Station Commander

Signature of Hospital/Nursing Home

Witness to the Hospital/Nursing Home

Appendix 'B'**MEMORANDUM OF AGREEMENT**
(Format for Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory)

An agreement made and entered into this _____ day of _____ (month and year) between the President of India, acting through Station Commander _____ (Place), for Ex-Servicemen Contributory Health Scheme (hereinafter called 'ECHS' which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the One Part and Shri/Smt/ Ku _____, S/o, D/o, W/o _____ owner or the authorized signatory of the _____ Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory (hereinafter called Hospital which expression unless excluded by or repugnant to the subject or context, shall mean to include its legal representatives, successors and permitted assigns) of the Other Part.

WHEREAS _____ (name of corporate body/firm/trust/owner of Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory), had applied for recognition under ECHS for treatment of the members of ECHS and their dependant beneficiaries, and ECHS proposes to extend recognition to _____ (name of Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory) for treatment of ECHS members and their dependant beneficiaries.

Appendix 'B' (Contd)

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS :-

1. _____ (Name of Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory) is recognized under ECHS for treatment of the ECHS members and their dependent beneficiaries **for services attached at Annexure I** subject to the conditions hereinafter mentioned.
2. The Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory shall provide the agreed upon services to referred cases only. These cases would be referred by doctors from ECHS Polyclinics. The referred cases would be issued referral slip duly signed by doctors under his seal and signature bearing name also.
3. The services would be extended on billing system to referred cases for agreed upon period. Charges would be levied as per rates negotiated with the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory and approved by ECHS **(Annexure II attached). Under no circumstances will CGHS rates be exceeded. Where CGHS rates are not available AIIMS rates will be applicable.**
4. The Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory is not at liberty to revise the rate suo moto.
5. The bills would be scrutinized by the ECHS authorities and would contain the following :-
 - (a) Bills to be submitted on Diagnostic Centre performa.
 - (b) Referral slip from Polyclinic & photocopy of ECHS card.
 - (c) Diagnostic/Package Charges as applicable.
 - (d) Other charges if any, not included above (to be specified).
6. The Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory would not refer the ECHS cases further to other institute, and if it does so, it will be at their own arrangements, and ECHS would not be responsible to the other institute for any liability. Payment in such cases would also be restricted to approved rates only.

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7. The Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory shall not refuse for tests to referred case on flimsy ground.
8. The schedule of approved charges are at **Annexure II**, attached hereto.
9. The Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the ECHS, as and when required and the decision of ECHS on necessity or requirement shall be final.
10. The Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory shall raise bills in the prescribed format to the ECHS Polyclinic in respect of the ECHS members treated within 10 days of the completion of laboratory investigations / diagnostic tests.
11. In the case, the investigations/tests carried out by the Diagnostic Centre/Pathological Laboratory are found to be meeting the standards of quality as per norms in medical practice the Diagnostic Centre/Pathology Laboratory will bear any liability towards cost for retesting/repair investigations and ECHS will not have any liability, financial or legal for the same.
12. In the case, the treatment provided by the Dental Clinic/denture work of the Dental Laboratory is found to be below desired standard of the expected norm the Dental Clinic/Dental Laboratory will bear any liability towards cost for repeat treatment/repeat manufacture of denture and ECHS will not have any liability, financial or legal for the same.
13. Any liability arising out of or due to any default or negligence in provision or performance of the medical services shall be borne exclusively by the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory, who shall alone be responsible for the defect in rendering such services.
14. While carrying out tests / diagnostic procedures/dental treatment/denture work of the ECHS beneficiaries, the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory shall not ask the members to purchase separately the medicines from outside but bear the cost on its own, as the package deal rate fixed for the ECHS at **Annexure – II**

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includes the cost of drugs, dyes, contrast media, surgical instruments and other medicines etc.

15. This Agreement contains the entire agreement between both the parties and nothing outside this Agreement shall be valid and binding. This Agreement may be modified or altered only on written agreement signed by both the parties.

16. This Agreement shall remain in force for a period of two years from the date of its execution, extendable on mutual agreement.

17. The Agreement may be terminated by either party serving on calendar month's notice in writing, upon the other party and the notice given by the ECHS shall be valid if given and signed by the competent authority on behalf of the ECHS.

18. Should the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory get wound up or partnership is dissolved, the ECHS shall have the power to terminate or relieve the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory or their heirs and legal representatives from the legal liability in respect of the services provided by the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory during the period when the Agreement was in force.

19. The ECHS shall have a lien and also reserves the right to retain and set off against any sum which may, from time to time be due to and payable to the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory hereunder, any claim which the ECHS may have against the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory under this or any other agreement.

20. The ECHS shall be at liberty at any time to terminate this agreement on giving 24 hours notice in writing to the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory for breach of any of the terms and conditions of this Agreement and the decision of ECHS in this regard shall be final.

21. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory or any of them for their agent or any one else on their behalf to any

Appendix 'B' (Contd)

member, the family of any member or representative of the ECHS in relation to the obtaining or execution of this or any other Agreement with the ECHS, then the ECHS shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory may incur, cancel and/or terminate this Agreement and/or any other agreement entered into by the ECHS holding the Diagnostic Centre liable for 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 ECHS in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory.

22. Subject as otherwise, provided in this contract, all notice may be given or taken by the ECHS or by any officer for the time being entrusted with the functions of ECHS.

23. The administrative cost of the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory and all other expenses required by the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory for the purpose of this Agreement shall be borne by the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory.

24. Any dispute or difference whatsoever arising between the parties to this agreement out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal affairs, Ministry of Law and Justice. The provisions of the arbitration and conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliations

Appendix 'B' (Contd)

Act, 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at New Delhi.

25. The Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory shall pay all expenses incidental to the preparation and stamping of this agreement.

26. All notice and reference hereunder shall be deemed to have been duly served and given to the Diagnostic Centre if delivered to the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory or their authorized agent or left at consent by registered post to the address stated hereinbefore and to the ECHS if delivered to the Station Commander _____ or sent by registered post or left at his office during office hours on any working day.

27. The original copy of this Agreement shall be kept at the office of Station Commander _____ and a true copy shall be retained in the office of the Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory.

In witness whereof, Station Commander _____ or and on behalf of the President of the Union of India and the above named Diagnostic Centre/Pathological Laboratories/Dental Clinic/Dental Laboratory have hereinto set their respective hands and the date and year first above written.

Signature of Station Commander for and on behalf of
the President of the Union of India

Witness to the signature of Station Commander

Signature of Diagnostic Centre/Pathological Laboratories/
Dental Clinic/Dental Laboratory

Witness to the Diagnostic Centre/Pathological Laboratories/
Dental Clinic/Dental Laboratory