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स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार  
कल्याण मंत्रालय, भारत सरकार

Indian Council of Medical Research  
Department of Health Research, Ministry of Health  
and Family Welfare, Government of India

No. 16/16/2022-Admn.II

Dated 18.04.2022

To

The Directors/Directors-in-Charge of  
Institutes/Centre of ICMR.

Subject: - Regarding MoA for Cashless Medical Facility Scheme to Non-CGHS employees of  
ICMR Intts/Centres -

Sir/Madam,

In view of the proposals received from some of the Institutes/Centres of ICMR, seeking approval of the Competent Authority of ICMR, to enter into an Agreement with the local Hospitals empanelled by CGHS, for cashless treatment of its employees and pensioners, the Competent Authority has decided that the remaining Institutes/Centres, except those located in Delhi NCR, may also approach Hospitals/Nursing Homes/Diagnostic Labs etc. that are recognized by the local CGHS authority of the respective city/town of the Institutes/Centres and enter in to an MoA, as per format. A draft copy of the MoA is enclosed herewith.

The MoAs duly executed, may be forwarded to the concerned Division and Medical Reimbursement Cell of ICMR Hqrs, for records.

Yours faithfully

Jagdish Rajesh

Assistant Director General (Admn.)

**MEMORANDUM OF AGREEMENT FOR MEDICAL TREATMENT**

*(To be executed on Rs. 100/-non-judicial paper)*

This Memorandum of Agreement (MOA) is made and entered into as of this \_\_\_\_ day of \_\_\_\_ (month) in the \_\_\_\_ (year), by and between the following two parties.

This MOA is being executed between the parties, on the same terms and conditions, this empaneled Hospital / Nursing Home / Diagnostic Centre / Eye Clinic / Dental Clinic, has entered an Agreement with the Central Government Health Scheme (CGHS), on the recommendations of Ministry of Health & Family Welfare, Government of India, New Delhi.

First Part: \_\_\_\_\_ (Name of the Institute / Centre and address) which is a permanent Institute / Centre of the Indian Council of Medical Research, primarily providing public health services (please elucidate in brief, the major activities of the Institute / Centre)

and

Second Part: \_\_\_\_ (Name of the Hospital/Nursing Home/Diagnostic Lab etc approved by local CGHS with Registration No.\_\_\_\_) (please elucidate in brief, the background of the hospital / nursing home / health care centre, in consultation with them) .

**1. Purpose**

This Memorandum of Agreement is an agreement between the above two parties to provide health care / treatment by the Second Part, to the employees / pensioners and their legally eligible dependents of the First Part, as per the agreement of this MOA and Central Services (Medical Attendance) / (CSMA) / Central Government Health Scheme (CGHS) rules and rates, on case to case basis.

**2. General Provisions - Definitions.**

As used in this MOA, these terms shall be defined as follows:

- a) "CGHS" means, Central Government Health Scheme, as amended from time to time.
- b) "CSMA" means, Central Services (Medical Attendance) Rules, as amended from time to time
- c) "Emergency" means, an emergency health crisis, of the employee / pensioner or their legal dependents, as approved by the respective ICMR Institute / Centre.

- d) "Employee" means, a staff on regular pay roll of the respective ICMR Institute / Centre and **do not include** the Project staff, Students, Contract staff or any other person employed other than on the regular pay scale / roll.
- e) "Healthcare professional" means, an individual licensed under state law to provide healthcare services at the respective CGHS approved Healthcare centre (Hospital / Nursing Home / Diagnostic Lab etc).
- f) "Healthcare services" means, the provision of medical treatment, care, advice, diagnostic services or other services, or supplies, related to the health of the employees.
- g) "Healthcare worker" means, an individual, including a healthcare professional, who provides healthcare services at the respective CGHS approved Healthcare centre.
- h) "Hospital" means, a healthcare centre, as approved by the CGHS of the locality, where the ICMR Institute / Centre is situated, provides services at a Hospital / Nursing Home / Diagnostics etc. All the State / Centre / PSU run hospitals including those run by the Railways and ESI, are recognized, as per the CGHS norms.
- i) "IPD" means In-Patient Department
- j) "Legal Dependents" means, any member of the family who could be termed as "Legal Dependents" under the CGHS / CS(MA) Schemes.
- k) "MOA" means Memorandum of Agreement to be signed between the Institute / Center of ICMR and the CGHS approved Healthcare centre.
- l) "OPD" means Out Patient Department
- m) "Parties" means, the hospital and the Institute that have executed this MOA.
- n) "Patient party" means, spouse, children, legal dependents or legal guardian to the Patient.
- o) "Patient" means, the sick employee (serving or retired) or their legal dependents, approaching the Hospital for medical treatment.
- p) "Pensioner / Retired employee" means a staff who has retired from a regular post of the respective ICMR Institute/Centre.
- q) "Rates" means, the rates as specified by the CSMA / CGHS Rules of the Government of India.
- r) "Standard of care" means, the degree of prudence and skill that a healthcare professional, healthcare worker, or healthcare entity must provide to a patient based on prevailing circumstances and existing best practices.
- s) "Treatment" means, medical / health care services extended to the employee / pensioner or their legal dependents, of the respective ICMR Institute / Centre.

## 2. Construction

- a) This MOA is an agreement between the above two parties, through the procedures set forth herein.
- b) Parties shall comply to the maximum extent possible with in the terms of this MOA.
- c) Parties shall provide mutual assistance as set forth in this MOA to the maximum extent possible, striving to ensure transparency, honesty, and fairness in all phase of admission, treatment and billing of patients.
- d) Each party agrees to identify a designated representative to communicate with other parties. A designated representative must be available to act at all times.

- e) The parties shall recognize the importance of maintaining the privacy of patient identifiable health data to the maximum extent possible, consistent with the national privacy protections.

### 3. Miscellaneous

- a) Amendments to this MOA that enable efficient utilization may be considered and incorporated as future Exhibits. All modifications and amendments to this MOA must be formally agreed to, by the parties, in writing.
- b) Any dispute or difference or question arising at any time, between the parties hereto, arising out of or in connection with or in relation to this Agreement, shall be mutually settled, failing which, it will be referred to and settled by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any modification or replacement thereof, as applicable for the time being in India. The arbitration shall be referred to an arbitrator nominated by the Director / Director Incharge of the Institute / Centre. The Arbitrator may, if so feels necessary, may seek opinion of any health care personnel with experience in health care and treatment. The place of arbitration shall be the place where the ICMR Institute / Centre is situated. The decision of the arbitrator shall be final and binding on both the parties.
- c) The Agreement shall be construed and governed in accordance with the laws of India.

### 4. Roles and responsibilities of the Parties

#### a) Part-1

- a) Institute / Centre shall issue Identity Card to the serving employees and pensioners and their legal dependents, as per the format prescribed by the ICMR.
- b) The serving employees and pensioner and their legal dependents of the Institute / Centre shall approach an approved Hospital for healthcare checkup / treatment, showing the respective Identity Card.
- c) The serving employees/ pensioners and their legal dependents shall pay for the OPD treatment and submit the bill to the concerned Institute / Centre. On receipt of OPD bill, with its enclosures from the concerned employee, the same will be passed as per CSMA / CGHS rates and reimbursed to the concerned employee, at the earliest time, preferably within a month.
- d) For IPD treatment for serving employees / pensioners and their legal dependents, on receipt of quote from the Hospital, the concerned Institute / Centre shall immediately issue a Medical Undertaking to the Hospital concerned (as per Annexure-II).
- e) On receipt of IPD bills with its enclosures, from the Hospital concerned, the Institute / Centre shall ensure reimbursement as per the CSMA / CGHS guidelines / rates. The payment to the hospital shall be ensured at the earliest time, preferably within a month. For non-availability of rates for

certain procedures, the same may be decided by the Institute / Centre, as per the CSMA / CGHS guidelines.

- f) All the OPD, IPD quotes / bills, before issuance of undertaking and while passing the individual claims, shall be scrutinized by a nominated Medical Scientist of the Institute / Centre, to ensure that unnecessary tests or procedures or medicines are not recommended by the Hospitals concerned.
- g) In case of emergency, the patient or the patient party shall endeavor to take the patient, preferably to the nearest available authorized / recognized Hospitals.
- h) In case of exceptional procedures like dialysis, chemotherapy etc to the serving employees and pensioners or their legal dependents, which are to be done at regular intervals, the Institute / Centre may authorize and reimburse the charges as per CGHS / CSMA rates, to the recognized Hospital concerned directly on monthly basis.

b) **Part-2**

- a. On production of ID cards issued by the Institute / Centre to its serving employees / pensioners and their legal dependents, the hospital will provide Unique Registration Number to each of the patients. They will be provided IPD or OPD treatment as per the health condition / requirement of the concerned patient.
- b. The entitlements shall be decided based on the last basic pay for the serving employees and the pensioners.
- c. For OPD treatment, the concerned patient shall pay the bill / charges to the hospital directly and the serving employees / pensioner concerned shall claim the same through the Medical Reimbursement bill format, enclosing all the required certifications.
- d. For IPD treatment, the hospital concerned shall provide a quote mentioning the details of the disease, the probable period of admission, the procedure / test charges, as per CSMA / CGHS rates. The Institute / Centre shall issue a Medical Undertaking to the Hospital concerned (as per the format attached). However, the Hospital concerned shall start the treatment procedure, immediately, without waiting for the Medical Undertaking from the Institute.
- e. In case of exceptional procedures like dialysis, chemotherapy etc, which are to be done at IPD at regular intervals, the Hospital may provide the same and raise the bill of each patient separately on a monthly basis, on the one-time authorization of the Institute / Centre.
- f. The bills up to the specific delegation of power vested with the Directors / Director Incharges of Institutes / Centres (at present up to Rs. five lakhs), shall be passed and paid to the employee or the pensioner or the hospital concerned, by the Institute / Centre concerned, at the earliest time, preferably within a month. The bills exceeding the above the limit shall be sent to ICMR Hqrs, for sanction.
- g. Transferring patient - If the patient cannot receive adequate healthcare services at the present hospital, because of circumstances arising due to

the emergency and that the potential harm to the patient from the transfer does not outweigh the potential harm from staying at the present hospital, during emergency, raises numerous medical, legal, and ethical challenges. Depending on existing laws, the transfer of patients to other hospitals / facilities shall be facilitated by this Hospital with the consent of patient or patient party.

The parties have set their hands to this MOA voluntarily on the day and year first mentioned herein.

Signed and executed by  
Institute / Centre of the ICMR

Hospital concerned

.....

.....

Director / Director Incharge with seal  
Witnesses

Authorized person with seal  
Witnesses

1. ....

1. ....

2. ....

2. ....

No.

Dated:

To

The CMO / Medical Superintendent,  
-----  
-----

**Sub: Medical treatment to Dr/Smt./Ms/Mr. -----**

**Ref.: Your Registration No. ----- dated -----**

Sir,

I understand that Dr /Mrs / Mrs / Mr. ----- dependent of Ms /Smt. / Mr. ----- who is employed / pensioner in our Institute, is admitted in the IPD of your Hospital.

The present Basic Pay of the employee / last Basic Pay of the Pensioner Mr /Mrs / Dr. -----, is Rs. -----.

It is requested that the patient may please be given the necessary medical treatment and the bills for the same be restricted to CGHS/CSMA rules / rates and sent to this office duly certified, under the signature of Medical Superintendent / Chief Medical Officer of the Hospital, in order to enable us to arrange direct payment to your hospital. Your bill may be duly rounded off to the nearest rupee and pre-receipted on revenue stamp.

It is further requested that the accommodation to Employees / Pensioners or their legal eligible dependents, who are governed by CSMA Rules, 1944, GOI may be provided to him / her, according to the eligibility / status and last basic pay of the employee / pensioner concerned, indicated above as per existing orders issued under the G.I.M.H. & F.W. OM No. S-11011/11/2016-CGHS (P)/EHS dated 09<sup>th</sup> Jan 2017, as amended from time to time.

Kindly issue approximate estimation for the IPD treatment / procedure. If the expenditure on the treatment of the patient is likely to exceed Rs.5,00,000/- (Rs. Five Lakhs Only), this office needs to obtain prior sanction from ICMR Headquarters, New Delhi.

In case the accommodation provided by you is higher than the eligibility / status of the employee / pensioner concerned, a certificate to that effect mentioning the genuine reasons thereof may please be given accordingly. If the accommodation of higher eligibility is provided to the employee / pensioner or their dependents, on his / her request or without any proper justification, the difference may be charged to the patient directly.

Thanking you,

Yours faithfully,

Copy to: The employee concerned