

**Memorandum of Association
Diagnostic centres/Imaging centres**

This M.O.A. is hereby executed this..... day of (year), between Government of Rajasthan acting through the Director, State Insurance and Provident Fund Department, hereinafter called in this M.O.A., the “**State Government**” and referred to as “the First Party” (which expression shall include its successors and permitted assigns) as party of the one part

And

(Owner/Trust).....having its registered office at
....., acting through the (Name
of the Hospital & location in the State) hereinafter called in this M.O.A., the “Diagnostic centre/Imaging centre” and referred to as “the Second Party” (which expression shall, unless the context requires otherwise, includes its legal heirs, representatives, administrators, successors and permitted assigns) of the Other Part.

WHEREAS

- a. THE FIRST PARTY has decided to reimburse the expenses incurred on medical treatment {medicines, investigation and other charges at RGHS rates to THE SECOND PARTY.
- b. AND THE SECOND PARTY is one of the bidders, who has submitted its technical qualifications and agreed with Terms and conditions of EOI, which becomes part of this M.O.A., as agreed upon by the PARTIES.

THEREFORE

THE PARTIES have agreed to sign this M.O.A. on the following terms and conditions of providing Medical / Surgical Health Care services by way of prescription of diagnostic investigations which are to be reimbursed at RGHS rates. The PARTIES have agreed that “MOA” shall mean this Agreement and all definitions which cover under RGHS along with all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.

1. Duration

The MOA will be effective for a period of five (05) years.

The FIRST PARTY is free to terminate the MOA if deemed appropriate at any point of time after giving one-month notice to the SECOND PARTY.

2. Availability of Qualified Consultants:

The Diagnostic centre/Imaging centre (SECOND PARTY) shall provide requisite number of required qualified doctors, nursing and trained technical staff as per EoI of concerned category for HCNP (Multispecialty /Specialty hospital) as the case may be.

3. Paramedical Nursing and Technical Staff:

The Diagnostic centre/Imaging centre (SECOND PARTY) shall provide the standard requirement of nursing staff as per Indian Nursing Council (INC) norms as per EoI of concerned category.

4. Essential Laboratory Diagnostic Services (ELDS) & Radiology Investigation facilities (If applicable):

The Diagnostic centre/Imaging centre shall mandatorily operate for investigations as per the NABL scope of accreditation.

5. Central Sterile Supply Department:

The Diagnostic centre/Imaging centre (Second Party) shall have the Central Sterile supply Department.

6. Diagnostic centre/Imaging centre Waste Disposal System:

The Diagnostic centre/Imaging centre (SECOND PARTY) shall mandatorily follow Government of India Biomedical Waste Disposal (Management & Handling) Rules, 1995, 1998 and Environment (Protection) Act 1986.

7. Fire Safety & Security Services:

The Diagnostic centre/Imaging centre (SECOND PARTY) shall have the fire safety certificate from Municipal Body and shall have adequate security services.

8. Full Adoption of Ethical and Professional Medical Conduct & Etiquette Regulations, 2002 of MCI:

The Diagnostic centre/Imaging centre (SECOND PARTY) shall mandatory undertake the responsibility of discharging Medical Services in full consonance of Professional Conduct and Ethics and implementation of all Acts and Regulations of Government of India viz., PCPNDT Act and National and State Health Programmes during the period of MOA. The Diagnostic centre/Imaging centre shall also undertake responsibility for its employees (Doctors and Paramedical personnel) for not committing any act of Professional Negligence or Violation of Acts (Parliamentary and State legislation) or Professional Conduct and Ethics.

The Diagnostic centre/Imaging centre shall not refuse to provide RGHS card holder any Medical / Surgical treatment available in the Hospital. The identification of RGHS Beneficiaries shall be on the basis of RGHS card or unique identification number of RGHS card as per RGHS web application.

9. Inspection by the Committee:

Representatives appointed by the Chairperson of the Health Benefits Empowered Committee (HBEC) of Government of Rajasthan or Divisional Commissioners/Collectors or representative of RGHS can inspect the Diagnostic centre/Imaging centre during MOA period to ascertain that the parameters so approved are maintained properly by the Hospital.

10. Penalty in case of violation of conditions of MOA:

If at any stage, during the period of MOA, the Diagnostic centre/Imaging centre (Second

Party) violates any of the conditions of the MOA, especially the prescribed standards, the defaulting hospital will be removed from the scheme, after giving 30 days' Notice. The Civil and Criminal Liability lies with the SECOND PARTY, if any case is instituted against them.

11. Single Point Responsibility:

The Private Party (SECOND PARTY) shall be solely responsible for acts and performance of the Medical personnel, ethical and professional code of conduct for Medical services provided to RGHS beneficiaries along with proper administration, maintaining cleanliness with control of infections and ensuring full and true implementation of the terms and conditions of this MOA.

12. Dispute Resolution:

If any dispute or difference arises between the parties relating to any matter arising from or touching upon this agreement, the same shall be referred to the competent authority of RGHS for resolution through grievance redressal.

13. Clause of Rates:

Diagnostic centre/Imaging centre shall be bound not to charge, from the RGHS card holder more than prescribed RGHS rates. The second party will display properly at the reception and on hospital website the rates of various Laboratory and Diagnostic tests to RGHS beneficiaries.

14. Clause of Ownership:

Diagnostic centre/Imaging centre shall mandatorily communicate in advance if there is any change in ownership of hospital because of sale-purchase. Empanelment of Diagnostic centre/Imaging centre shall not be deemed transferred without the consent of the State Government.

15. Clause of Forfeiture of PBG and Removal from List of Empaneled HCNP:

The Performance Bank Guarantee (PBG) as per EOI for empanelment and shall be presented to RGHS authority at the time of executing MOA and in case of any violation of the provisions of this Agreement by the hospital such as:

- (a) Refusal of service,
- (b) Undertaking unnecessary procedures
- (c) Prescribing unnecessary drugs/tests
- (d) Over billing
- (e) Reduction in staff/ infrastructure/ equipment etc. after the hospital has been empaneled
- (f) Non submission of the report, habitual late submission or submission of incorrect data in the report
- (g) Refusal of credit to eligible beneficiaries and direct charging from them.
- (h) If recommended by NABL.
- (i) Discrimination against RGHS beneficiaries vis-à-vis general patients
- (j) Any information furnished in application for empanelment found false at any stage and violation of Terms and Condition of MoA for this empanelment.

The DIRECTOR, SIPF, Jaipur will have full right to forfeit the Performance bank guarantee as well as removal of Empaneled HCNP from list of empaneled institutions. Such action could be initiated on the basis of a complaint or on the above points (a to j) by DIRECTOR, SIPF, Jaipur as the case may be and decision of DIRECTOR, SIPF, GoR, Jaipur in this regard shall be final and binding to Empaneled HCNP.

16. "MOA" shall mean this Agreement and all definitions which cover under RGHS along with all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.

17. The Diagnostic centre/Imaging centre (SECOND PARTY) grants consent for providing cashless treatment to all RGHS beneficiaries for investigations at prescribed RGHS package rates underRGHS.

18. In witness thereof, the parties here to have caused this MOA to be executed on the day and year first above written.

**For and on behalf of
First Party**

**For and on behalf of
Second Party**

Authorized Signatory

Authorized Signatory

Witness-1

Witness-2