MEMORANDUM OF UNDERSTANDING

AND WHEREAS Name of Hospital ......................................................is empanelled for treatment of cancer patients of Punjab under Mukh Mantri Punjab Cancer Rahhat Kosh).

AND WHEREAS The Government of Punjab has agreed to partner in treatment of cancer patients of Punjab Under Mukh Mantri Punjab Cancer Rahhat Kosh Scheme and further is desirous of making the treatment of cancer cashless & hassle free for which purpose the previously mutually agreed terms and conditions need to be amended.

AND WHEREAS both parties which are elaborated and enumerated in this Memorandum of Understanding (MOU) hereinafter, and shall take effect from January 1, 2014.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Utilization of funds under Mukh Mantri Punjab Cancer Raahat Kosh Society will be under taken as per following conditions:-

1. The funds will be used for treatment of Cancer Patients residing in Punjab state only.
2. The patients of cancer will apply on a Prescribed Performa to Concerned Civil Surgeon.
3. The empanelled Hospital will provide the detailed estimate of treatment to the department on a prescribed proforma through the concerned Civil Surgeon where patient is residing.
4. After approval of estimated cost at CGHS rates (Non-NABH-Lowest rates) by the district committee the case will be sent to higher authorities for final approval.
5. Sanction of the approved estimated cost will be issued to the empanelled hospital by Mukh Mantri Punjab CancerRaahat Kosh Society.
6. The sanction amount upto Rs. 1.50 lac can be utilized either in one go or in stages if the intial cost is less than Rs. 1.50 lac.
7. The funds will be used only for the treatment related issues like Medicine, Lab. & Radiological Investigations, Chemotherapy, Radiotherapy, Surgery & (whether available in house or out sourced). Further Bed charges (including dietary charges) for patients admitted for 10 days at a stretch, Consultation fees for OPD & in-patients and registration fees shall be waived off by hospitals empanelled under the Mukh Mantri Punjab Cancer Rahat Kosh Scheme.
8. Hospitals empanelled under the scheme shall offer Lab & Radiological investigations, Radiotherapy and other facilities/services (outsourcing basis) to other empanelled Hospitals as per CGHS rates(Non-NABH –Lowest rates)
9. If initial cost of treatment is less than 1.5 lac, in case of recurrence balance amount out of Rs.1.5 lac may be allowed. The maximum permissible amount to be paid to the concerned hospital shall not exceed Rs.1.50 lac for each cancer patient.
10. The patients who get treatment like oral chemotherapy and radiotherapy as OPD cases are eligible to be covered under this scheme.
11. The charges of all Anti-Cancer Drugs will be strictly as per Rate Contact (RC) adopted by the State Government. However those cases where the Anti-Cancer Drugs are prescribed to the cancer patients beyond the list of RC the State Govt. shall reimburse the actual cost incurred on the drugs. These cases will be audited by a team of experts from PGI/TMC Mumbai. In case of malafide the empanelled hospital shall be asked to pay for the cost of drugs and the empanelment shall be cancelled.
12. All investigations, radiotherapy & surgery shall be charged as per CGHS rates for non-NABH institution/lowest CGHS rate).
13. Empanelled hospitals will start treatment immediately after diagnosis and reporting of the patient to the hospital without charging any money from the patient.(Cash Less Services)
14. Empanelled hospitals shall put up flexi boards at prominent places in the hospital indicating the price list of anti-cancer drugs under rate contract approved by Govt. of Punjab. & 6% handling charge separately. Further the CGHS (Non-NABH hospital) rates for diagnostics, surgical procedure, radiotherapy shall also be displayed prominently.

15. The reimbursement of initial 25% of sanctioned amount will be done in course of treatment on production of Utilisation Certificate (UC) and within 45 days of submitting the UC. The amount will be disbursed to the hospital after submission of Utilisation Certificate as per CGHS rates (Non-NABH-Lowest rates) with supporting documents to the concerned Civil Surgeon (where patient is residing) and verification by DHS office. Remaining 75% of the sanctioned amount (with supporting documents) can be disbursed to the hospital after submission of UC as per CGHS rates (Non-NABH-Lowest rates) with supporting documents directly to the O/o DHS Punjab.

16. The patient will be treated purely on cashless basis and no money is to be charged from the patient at any stage after diagnosis upto the ceiling of Rs 1.50 lakh per patient.

17. In case of non-treatment/incomplete treatment of the patients due to any reason (referral to other hospital /death) the amount transferred in the account of hospital shall be refunded to the account of Mukh Mantri Punjab Cancer Rahat Kosh within the period of two weeks.

18. Either party shall be entitled to terminate the present MOU/agreement by giving 3 month notice in writing if the other party is in breach of its obligations under the present MOU and does not remedy and rectify the same after written notice of default by the injured party within a period of one month from the date of receipt of notice.

19. In the event of disputes, or other cause(s) beyond the reasonable control of both parties (“FORCE MAJEURE EVENT”) prevents either of the parties from performing any obligation hereunder, then the agreement shall automatically terminated.

20. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this MOU or the breach thereof shall be settled mutually by the Government of Punjab and 2nd party. In case of any unresolved matters, The Principal Secretary, Government of Punjab or his nominee not below the rank of Additional Secretary to Govt. of Punjab shall be the sole arbitrator whose decision shall be final.

Signature (with Seal)   Signature (with Seal)
Name of 1st part    Name of 2nd Party
Designation    Designation
Department    Department