

(FCRA), having its registered office at E-4, Asola, Asola Homes, Near Shani Dham Mandir, Mehrauli, New Delhi-110074, and Operations office at Unit no- F 114/119, First Floor, Vikas Mall, Indira Nagar, Dehradun, Uttarakhand -248006 and represented by **Seema Singh, Group Sr. Manager- Program- THF**, who has been duly authorized by the Board of Trustees in this regard(which expression shall, unless repugnant to the context thereof, mean and include its executors, administrators, legal representatives and permitted assigns) of the first part.

AND

Swami Rama Himalayan University for its teaching hospital "**Himalayan Hospital**"(Hereinafter referred to as the **Hospital/Second Party**) having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun-248016 and represented by its **Chief Medical Superintendent, Dr SL Jethani**,(which expression shall, unless repugnant to the context thereof, mean and include its executors, administrators, legal representatives and permitted assigns) of the Second part.

Wherever the context may permit the First and Second Party shall be individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS the **First Party** is a registered public charitable trust working for the welfare of the poor. The main activities of THF fall under one of the four focus areas viz., disability, education, women empowerment and healthcare. THF also undertakes various charitable projects for helping the underprivileged people to avail health care services. THF being a registered public trust and also being registered under Foreign Contribution Regulation Act, 2010 (FCRA) is entitled to fund any project run by government agencies.

AND WHEREAS at the request of Uttarakhand Health and Family Welfare Society, (hereinafter referred to as Society) THF has agreed to bear the cost of treatment of poor children under eighteen years of age who are suffering from the diseases/conditions not covered under Rashtriya Bal Swasthya Karyakram (RBSK), hereinafter referred to as **beneficiaries** for the sake of brevity.

AND WHEREAS The Second Party is a University with emphasis on providing education, training and research in the areas of medical sciences, dental sciences, allied health sciences, pharmacy, nursing, management studies, science, engineering and technology, rural development, humanities, yoga sciences and other areas of higher education and also providing health care facilities' through its established teaching hospital.

Seema Singh
THE HANS FOUNDATION
1st Floor
Vikas Mall
Indira Nagar
DEHRADUN

Dr SL Jethani
Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)

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

1. Term: -

This Agreement shall be for Three Yearseffective from 15th Feb 2024 to 14th Feb 2027. However, it is understood and agreed between the Parties that the term of this agreement may be renewed yearly upon mutual consent of the Parties in writing, either by execution of a supplementary agreement or by exchange of letters.

2. Scope of Services: -

- 2.1 The Hospital undertakes to provide the service in a precise, reliable and professional manner following standard treatment protocols to the satisfaction of the Uttarakhand Health and Family Welfare Society and THF.
- 2.2 The Hospital shall extend admission facilities to the beneficiaries in the manner provided hereinafter. The hospital shall provide packages for specified interventions/treatment to the beneficiaries as per the rates mentioned in CGHS 2023(*NABL & NPBH Dehradun rates 2023*) norms and Conditions laid down by the GOI. It is agreed between the parties that the package shall include:
- Bed charges (General Ward), nursing and boarding charges, Surgeons, Anaesthetists, Medical Practitioner, Consultant fees, anaesthesia, blood, oxygen, OT charges, cost of surgical appliances, medicines & drugs, consumables, X-ray & diagnostic tests, ICU charges, procedural charges, food for patient etc.
 - Expenses incurred for diagnostic tests and medicines before the admission of the patient and routine follow up care.
 - The Hospital shall prepare a follow up plan for each patient to be treated under this project and get it approved by THF only then expenses incurred shall be reimbursed by THF.
- 2.3 It is agreed between the Parties that THF shall reimburse the cost of implants/devices as per the package rates in terms of CGHS ceiling rates for implants. In case the patients use the implants/devices other than CGHS, the Hospital shall recover the difference in amount, if any, from the beneficiary.
- 2.4 The expenses on telephone, cosmetic/toiletries etc. are not the part of the treatment regimen. Cost of these additional items, if provided with prior consent of the patient, has to be settled with the patient, for which no reimbursement shall be admissible.

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R. Singh
Chief Medical Superintendent
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- 2.5 The Hospital shall allow the Uttarakhand Health and Family Welfare Society and THF officials to visit the beneficiary at the Hospital to monitor that the Hospital provides the service in a precise reliable and professional manner following standard treatment protocols to the satisfaction of the Society and the THF. However, the Uttarakhand Health and Family Welfare Society and THF reserve the right to discuss the treatment plan with treating doctor(s), if required. Further the Hospital shall allow THF to access the medical treatment records and bills prepared by the hospital on a case-to-case basis with prior intimation to the hospital.
- 2.6 The Hospital shall also endeavour to comply with future requirements of Society and THF to facilitate better services to beneficiaries e.g. providing for standardized billing, ICD coding etc and, if mandatory by statutory requirement, the parties agree to review the same.
- 2.7 The Hospital agrees to have bills audited on a case-to-case basis and also through the THF's audit team(whenever necessary). This will be done on a pre-agreed date and time and as per the mutual consensus of both the parties.
- 2.8 The medical consultants of the Hospital shall keep the beneficiaries only for the required number of days of treatment and carry only the required investigations & treatment for the specific ailment for which he/she is admitted. Any other incidental investigation required by the patient on his/her request needs to be approved separately by THF.
- 2.9 It is agreed between the parties that on receipt of hospitalization request, the beneficiary shall be provided cashless access to the facilities/services available in the Hospital.
- 2.10 The cost will be reimbursed only for the necessary treatment cost of the ailment, covered and mentioned in the request for hospitalization.
- 2.11 The Hospital will ensure that Generic Medicines are prescribed to the beneficiaries.

3. Identification of Beneficiaries: -

- 3.1 The Society shall identify beneficiaries through the government health system, which it follows under Rashtriya Bal Swasthya Karyakram (RBSK). Before the tenth day of every month, the Society shall provide a list of eligible beneficiaries to THF for processing and approval. In case of emergencies the beneficiary can be referred any time through the approval of State and after that the beneficiary can approach the hospital that has MOU with THF under this program.

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Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, P.O. Jolly Grant
Dehra Dun

- 3.2 The beneficiaries will be entitled for the benefits by the Hospital on the basis of referrals from the District Early Intervention Centre's (DEIC) appropriate authority.
- 3.3 DEIC will refer only those children for the treatment under The Hans BalArogyaKaryakaram whose treatment is not available at the District Hospital, Sub District Hospital, Base Hospital or Government Medical Hospitals and diseases/conditions are not covered under Atal Ayushman Yojana.
- 3.4 The Hospital shall set up a help desk for the beneficiaries, which will be easily accessible to them.
- 3.5 The Hospital shall nominate a medical officer as a nodal officer for Hans BalArogyaKaryakram who could be contacted for any administrative and medical exigency.

4. Checklist for the hospital at the time of Patient Discharge: -

- 4.1 Original discharge summary, original referral slip issued by DEIC authority to the patient, counterfoil generated at the time of discharge, original investigation reports, all original prescriptions & pharmacy receipts etc. must not be given to the patient. These are to be forwarded to billing department who will compile and keep the same with the Hospital.
- 4.2 Thumb impression/signature, and photo ID of the beneficiary including his/her pre and postoperative photograph and final hospital bill must be obtained.
- 4.3 Before the settlement is made in respect of each case a 'Letter of Disclaimer' is to be submitted by the Head of the Institution indicating that "No funds are collected/raised from any quasi-government institutions, corporate/professional bodies or individuals towards the procedure before and after".

5. Payment terms: -

- 5.1 Hospital shall submit the claim along with the discharge summary in accordance with the rates prescribed under CGHS norms attached herewith as **Annexure I** to THF. THF shall make payment of eligible bills upon the receipt of claim in accordance with the rates specified in the Annexure I. However, if required, the THF official can visit hospital to gather further documents related to the treatment process.
- 5.2 Payment shall be done by cheque/electronic fund transfer.
- 5.3 The final docket for onward submission to THF for payment must contain the following:
 - 5.3.1 Counterfoil generated at the time of discharge, copy of preauthorization letter




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as well as duly signed claim form.

5.3.2 Original and complete discharge card/ summary mentioning the duration of ailment and duration of other disorders like hypertension or diabetes if any.

5.3.3 Original investigation reports with corresponding prescription/ request.

5.3.4 Patient photo ID and any other statutory documentary evidence required under law or policy terms & condition.

5.3.5 Medical audit shall be organized by THF every six months and it shall also provide suggestive method for further interventions.

5.3.6 Claims are to be cleared only when pre-operative and post-operative records are maintained and pre-operative authorization has been obtained as per the guidelines. Such records are also required to be maintained by the institutions for medical audit.

5.3.7 The Hospital will provide a checklist with every bill.

6. Declarations and Undertakings of the Hospital:-

- 6.1 The Hospital undertakes that they have obtained all the registrations/licenses/approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.
- 6.2 The Hospital undertakes to uphold all requirement of law in so far as these apply to it and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the central or the state governments. The Hospital declares that it has never committed a criminal offence, which prevents it from practicing medicines, and no criminal charge has been established against it by any court of law.

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R Singh
Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRMU)
Swami Ram Nagar, P.O. Jolly Grant
Dehradun-248140

7. General responsibilities & obligations of the Hospital

- 7.1 The Hospital shall not have any right to transfer and assign any of its rights and obligations under this agreement to any of its parent, subsidiary or associate or any other institution.
- 7.2 The Hospital shall provide cashless facility to the beneficiary in strict adherence to the provisions of this agreement.
- 7.3 During the treatment under any package, any related minor medical ailment shall be treated strictly within the package rates by the hospital as the payments shall be made according to the packages in model costing. In any situation, the hospital shall not charge any money from the beneficiary.
- 7.4 The Hospital will have this facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the MoU. The cost/ premium of such policy shall be borne solely by the Hospital.
- 7.5 The Hospital shall endeavour to have an officer in the administration department assigned for these patients and this officer will eventually learn the various types of medical benefits offered under this program.
- 7.6 The Hospital shall provide a completion certificate of treatment to the THF for each beneficiary within first week of every month so that the claim of the Hospital can be settled in time.
- 7.7 The Hospital shall prepare a follow up plan for each patient and get it approved by THF and then the Hospital can claim for the same from THF.

8. General responsibilities of THF: -

- 8.1 THF shall disseminate the information about this scheme across the State through various means.
- 8.2 THF shall process the list of eligible beneficiaries provided by the Society within fifteen days of receiving the list.
- 8.3 THF officials may visit the beneficiary at the Hospital to monitor that the Hospital provides the service in a precise, reliable and professional manner following standard treatment protocols to the satisfaction of the Society and THF.
- 8.4 THF shall settle claims of the Hospital once in a month for all cases of which all documents, as mentioned above, along with the completion certificate from the society have been received.




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9. Relationship of the Parties: -

9.1 Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Both the Parties hereto agree not to hold itself or allow its directors employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

10. Reporting: -

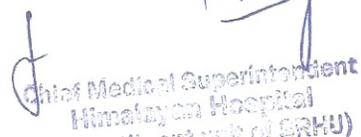
- 10.1 In the first week of every month, beginning from the first month of the commencement of this Agreement, the Hospital, THF and the society shall exchange information on their experiences during the month and review the functioning of the process and make suitable changes whenever required. However, all such changes have to be in writing and by way of suitable supplementary agreements or by way of exchange of letters.
- 10.2 The Hospital will maintain (along with the hard copy) the relevant data concerning all beneficiaries in electronic form as well.
- 10.3 All official correspondence, reporting, etc pertaining to this Agreement shall be conducted with the Hospital at its office address and with THF at its office in Dehradun, Uttarakhand.
- 10.4 The Hospital shall provide monthly report in the prescribed format to the Society and the THF in the first week of every month. THF, Dehradun office will forward these to THF, Delhi office for records and approvals.

11. Termination

- 11.1 The THF by itself or on suggestion of the Society reserves the right to terminate this agreement by giving 30 days' notice if:
- The Hospital violates any of the terms and conditions of this agreement; or
 - The Society or THF comes to know of wrong and fraudulent practices; or
 - The Society or THF observes cases of overstay and over provisioning without adequate explanation.
- 11.2 This agreement may be terminated by either party by giving one month's prior written notice by means of registered letter or a letter delivered at the office and duly acknowledged by the other, provided that this agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed by the parties hereto prior to such termination.







12. Confidentiality

This clause shall survive the termination/expiry of this Agreement.

12.1 Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this agreement. The Hospital shall not disclose to any third party, and shall use its best efforts to ensure that its officers/employees keep secret all information, documents marked confidential, medical reports, personal information relating to the beneficiaries, and other unpublished information except as may be authorized in writing by THF.

13. In Particular the hospital agrees to:

- Keep confidential and endeavour to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to the beneficiaries, and that the information contained in these reports remains confidential and the reports or any part of report is not disclosed under any circumstances.
- Keep confidential and endeavour to maintain confidentiality of any information relating to the beneficiary, and shall not use the said confidential information for research, creating comparative database, statistical analysis, or any other studies without appropriate previous authorization from the THF.

14. Indemnities and other Provisions

14.1 THF shall not be in any way held responsible for the outcome of treatment or quality of care provided by the Hospital.

14.2 THF shall not be liable or responsible for any acts, omission or commission of the doctors and other medical staff of the hospital and the Hospital shall obtain professional indemnity policy on its own cost for this purpose. The Hospital agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified services.

14.3 Notwithstanding anything to the contrary in this agreement no Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

14.4 The Hospital shall indemnify, defend and hold harmless the Society and THF against any claims, demands, proceedings, actions, damages, costs, and expenses



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which the Hospital may incur as a consequence of the negligence of the former in fulfilling obligations under this agreement or as a result of the breach of the terms of this agreement by the Hospital or any of its employees or doctors or medical staff.

15. Notices

15.1 Any notice pursuant to this Agreement with regard to breakdown or any other matter shall be in writing signed by the person (duly authorised by any party to the agreement) giving it and may be served by leaving it or sending it by e-mail, prepaid recorded delivery or registered post, acknowledgement duly addressed at the address of the receiving party (or to such other address as shall have been duly notified in accordance with this following Clause:

If to the First Party:

Name : The Hans Foundation
Address : Unit no- F 114/119, First Floor, Vikas Mall,
Indira Nagar, Dehradun, Uttarakhand -248006
Person : Seema Singh, Group Sr Manager- Program
Phone : 0135-2769978
Website : www.thehansfoundation.org

If to the Second Party

Name : Sami Rama Himalayan University
Address : Swami Ram Nagar, P.O. Jolly Grant, Dehradun
Person : Dr SL Jethani, Chief Medical Superintendent
Email : ms.hh@srhu.edu.in

16. Governing Law, Dispute Resolution and Jurisdiction

- a. This MOU shall be governed by, and constructed in accordance with, the laws of India. Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration under the Arbitration and Conciliation Act, 1996 and sole arbitrator shall be appointed by THF.




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- b. The seat of arbitration shall be Dehradun and the proceedings of arbitration shall be in the English language. The arbitrator's award shall be substantiated in writing. To the extent permitted by law, the arbitrator's award shall be final and binding and the award shall be enforceable in any competent court of law.

17. Force Majeure Event

Any failure or delay of a Party to perform any obligation under this MOU solely by reason of acts of God, change in laws, riots, wars, strikes, lockouts or other causes beyond its control (a "Force Majeure Event") shall not be deemed to be a breach of this MOU provided, however, that the Party so prevented from complying shall continue to take all actions within its power to comply as fully as possible with the provisions of this MOU shall resume as soon as practicable after such Force Majeure Event has come to an end or has ceased to exist. Except where the nature of the Force Majeure Event shall prevent it from doing so, the Party prevented from performing its obligations due to such Force Majeure Event ("Affected Party") shall notify the other Party in writing within (7) days or earlier, if reasonable, after the occurrence of such Force Majeure Event of its occurrence and estimated duration. The Affected Party shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy the cause of such Force Majeure Event with all reasonable dispatch.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement on the date set forth above.



Signed on behalf of the First Party



Signed on behalf of the Second Party

CHIEF MEDICAL SUPERINTENDENT
Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRMU)
Swami Ram Nagar, P.O. Jolly Chok
Dehradun-248140



Witness

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ASST. REGISTRAR

Witness