MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL SANSKRIT UNIVERSITY, TIRUPATI AND DR. AGARWAL'S HEALTHCARE LIMITED, TIRUPATI

The Ministry of Education, Government of India established the National Sanskrit University, Tirupati (NSU, Tirupati) through the Central Sanskrit Universities Act, 2020. Earlier, NSU was known as Rashtriya Sanskrit Vidyapeetha, Tirupati (RSV, Tirupati) as a deemed-to-be University. NSU Tirupati has approached, DR. AGARWAL'S HEALTHCARE LIMITED, TIRUPATI for providing the belowmentioned treatment/diagnostic facilities to its faculty, non-teaching Officers and staff and their dependent family members.

This Memorandum of Understanding is made and executed on 07 June 2022 at Tirupati between NSU, Tirupati, represented by Commander Challa Venkateswar (Retired), its Registrar, hereinafter called as the "First Party" which expression shall unless repugnant to the context mean and include its successors, assignees, representatives and administrators of the one part as "First Party".

Whereas Dr. Agarwal's Eye Hospital, Tirupati located at No.19-4-8-14, AIR Bypass Road, STV Nagar, (Near Passport Office), Tirupati, which is a Branch Office of Dr. Agarwal's Health Care Ltd. with its Registered office at 1st and 3rd Floor, Buhari Towers, No.4, Moores Road, Off Greams Road, Near Asan Memorial School, Chennai, Tamil Nadu represented by Mr. R. Siva Nageswara Rao, Senior Manager, hereinafter called as the "Second Party" which expression shall unless repugnant to the context mean and include its successors, assignees, representatives and administrators of the other part as Second Party.

WHEREAS the First Party has requested the Second Party for out-patient and inpatient treatment of the first Party's faculty, non-teaching Officers and staff and their

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WHEREAS the first Party agrees to pay out-patient and in-patient treatment charges, laboratory investigations and imaging charges as per the CGHS tariff as amended from time to time.

- 1. The following terms and expressions shall have the following meanings for purposes of this Agreement:
 - 1.1 Agreement shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of the MoU.
 - 1.2 Benefit shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
 - 1.3 Card holder/dependent member shall mean a person having an identity card issued by the NSU, Tirupati.
 - 1.4 Emergency shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, by detrimental to the health of the patient or will jeopardize the life of the patient.
 - 1.5 Empanelment shall mean the Hospital empanelled by the Government of India or any State Government for a particular period for providing indoor treatment facilities and procedure, etc. to the beneficiaries of NSU, Tirupati as per the CGHS tariff.

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- 1.6 Hospital shall mean Dr. Agarwal's Healthcare Ltd. and its branches spread all over India including in Tirupati while performing under this Agreement providing medical investigations, treatment and the healthcare to human beings.
- 1.7 Package rate shall mean and include lump sum cost of inpatient treatment/day care/ diagnostic procedure for which a NSU, Tirupati beneficiary has been permitted by the Competent Authority or for treatment under emergency from the time of admission, to the time of discharge including but not limited to: (i) registration charges; (ii) admission charges; (iii) accommodation charges including patient diet; (iv) operation charges; (v) injection charges; (vi) dressing charges; (vii) doctor/consultant visit charges; (viii) ICU/ICCU charges; (ix) monitoring charges; (x) transfusion charges; (xi) anesthesia charges; (xii) operation theatre charges; (xii) procedure charges/surgeon's fees; (xiii) cost of surgical disposables and all sundries used during hospitalization; (xiv) cost of medicines; (xv) related routine and essential investigations; (xvi) physiotherapy charges, etc. and excluding expenses of toiletries, telephone, tonics, cosmetics, etc. and (xvii) nursing care and charges for its services.

Now this agreement witnesses as follows:

2. It is agreed by both the parties that for outpatient treatment/consultation by the faculty, non-teaching Officers and staff and their dependent family members, the first Party shall pay the charges as per the CGHS tariff as modified from time to time. Consultation/outpatient treatment at the Second Party shall be available during Monday to Saturday; emergency cases will,

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- 3. It is agreed between the parties that in case of emergency, a patient may be admitted immediately and the referral letter along with the Identity Card can be submitted within 48 hours; other-wise the amount due shall be collected from such patients before discharge.
- 4. In emergency, the Hospital will not refuse admission or demand an advance payment from the beneficiary or his/her family member and will provide credit facilities to the patient where the patient is serving employee, on production of a valid NSU Tirupati identity card. The Hospital will intimate the Medical Officer of the NSU Tirupati about the fact of such patient being admitted in emergency by the next working day with the details of disease, duration of stay, proposed treatment and approximate expenditure involved in treatment, duly certified by the Medical Superintendent on the basis of the same the NSU Tirupati will issue the authorization letter.
- 5. It is agreed by the Second Party herein to enclose original referral letter, original discharge summary, and a copy of Identity Card while raising the bills. All the bills shall be raised in the name of the Registrar, NSU, Tirupati and forwarded in original, with patient and concerned employee's signature and date on the final page of the bill, showing total billed amount, on monthly basis to the Registrar, NSU, Tirupati for arranging payment. All the communications as well as bills with supporting documents shall also be sent through email to registrar@nsktu.org.
- 6. It is agreed by the first Party herein to settle the claims of the Second Party within 45 days from the date of receipt of bills in NSU, Tirupati. The NSU, Tirupati reserves the right to make any deductions in the bill for the levied

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charges which are clinically not justifiable. The payment will be made in the name of the designated authority, as intimated by the Second Party by cheque or through electronic transfer, as mutually agreed.

- 7. It is agreed between the parties that the admission into the Second Party will be based on the referral letter issued by the authorized signatory of the first Party, viz. Medical Officers of the University in case of out-patient treatment. The names and designations as well as specimen signatures of the authorized offices of the University for Referral for the out-patient treatment shall be intimated to the Second Party after execution of this MoU and subsequent amendments, if any. Such a referral for out-patient treatment shall be valid for a maximum period of 10 days from the date of issue of such referral. Thereafter, the Second Party shall insist on fresh referral for out-patient treatment.
- 8. It is agreed that the Registrar, NSU, Tirupati shall alone make reference, based on the advice of the Medical Officers of the University or otherwise, for in-patient treatment. Such a referral shall be valid for a maximum period of 10 days from the date of referral. Thereafter, the Second Party shall insist on fresh referral for in-patient treatment.
- 9. The treatment to be provided by the Second Party for the specific ailment as intimated at the time of seeking the referral/authorization letter. If the Second Party finds any additional complications/developments with respect to the condition of the patient, the Medical Officers of the NSU, Tirupati shall be intimated and seek specific authorization therefor.
- 10. On production of a valid permission/authorization/referral letter, the Second Party shall provide credit facilities to the beneficiary or his/her family members included in the referral letter, etc. after verifying the photo

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of the beneficiary in the identity card issued by the NSU, Tirupati. The First Party is not liable to pay in cases of impersonation or treatment of ineligible persons.

- 11. The Second Party shall provide only such services for which the MoU has been entered into by the First Party.
- 12. The Second Party agrees to supply necessary medicines, injections and disposables as prescribed by the doctors to the patients of the first Party, for a period of 10 days or till the date of first review after discharge, in case of inpatient treatment only. It is also agreed that the Second Party shall not issue any medicines, etc. to the employees or their dependents, of the first Party, in all cases of out-patient treatment.
- 13. The Second Party agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Second Party who shall alone be responsible for the defect and /or deficiencies in rendering such services.
- 14. The Second Party agrees that during the in-patient treatment of the NSU, Tirupati beneficiary, the Second Party will not ask the beneficiary or his attendant to purchase separately the medicine/sundries/equipment or accessories from outside and will provide the treatment within the package deal rate / agreed rates fixed by the NSU Tirupati which are in accordance with the tariff amended by CGHS from time to time.
- 15. The Second Party, while submitting the in-patient treatment, shall include the following in the Discharge summary:
 - 1. Name of the patient
 - 2. Contact number

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- 3. IPD No.
- 4. Admission No.
- 5. Name and contact number of the Consultant doctor
- 6. Date and time of admission
- 7. Date and time of discharge
- 8. MLC/FIR No., where applicable
- 9. Provisional diagnosis at the time of admission
- 10. Final diagnosis at the time of discharge
- 11. ICD-10 code(s) for final diagnosis, where applicable
- 12. Presenting complaints with duration and reason for admission
- 13. Summary of presenting the illness
- 14. Key findings, on physical examination at the time of admission
- 15. History of alcoholism, tobacco or substance abuse, if any
- 16. Significant past medical and surgical history
- 17. Family history if significant/relevant to diagnosis or treatment
- 18. Summary of key investigations during hospitalization
- 19. Discussion on clinical course of the patient during the stay in the Hospital
- 20. Advice on discharge
- 21. Detailed final bill with break-up of services provided
- 16. The MoU shall be in operation for an initial period of <u>ONE</u> year with effect from the date of signing the MoU or till it is modified or revoked, whichever is earlier. The MoU may be extended for subsequent periods as required by NSU, Tirupati, subject to fulfillment of all the terms and conditions of this MoU with mutual consent.
 - 16.1 The NSU, Tirupati, without prejudice to any other remedy for the breach of conditions of this MoU, by written notice of default sent to the Second

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Party, terminate this MoU in whole or in part, if the Second Party fails to provide any or all of the services for which it has been agreed within the periods specified in this MoU, or within any extended period, (a) if the Second Party fails to perform any obligations under this MoU or engaged in corrupt or fraudulent practices in competing for in executing this MoU; (b) the Second Party found to be involved or associated with any unethical, illegal or unlawful activities; (c) if the Second Party resorts to refusal of service, refusal of credit facilities to eligible beneficiaries of the First Party or undertaking unnecessary procedures, prescribing unnecessary drugs, tests, providing deficient or defective service, overbilling and negligence in the treatment of the beneficiaries of the First Party.

- 16.2 In case of winding up of the Hospital of the Second Party or dissolution or taking over by some other Party, the NSU, Tirupati shall have the right to terminate this MoU. However, termination of this MoU shall not relieve the Second Party or its heirs and legal representatives from the liability in respect of the services provided by the Second Party during the currency of this MoU.
- 17. In case of any natural disaster /epidemic, the Second Party shall fully cooperate with the First Party and will convey/reveal all the required information regarding the NSU, Tirupati beneficiary.
- 18. The Second Party shall not make any commercial publicity projecting the name of the NSU, Tirupati. However, the fact of entering into the MoU with NSU, Tirupati shall be displayed at appropriate places with important information for the NSU, Tirupati beneficiaries.

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20. The Second Party shall not refer the beneficiary of the First Party to any other Hospital without prior permission of the Registrar of the First Party. Prior intimation shall be given to the Medical Officers of the NSU, Tirupati whenever a patient needs further referral.

21. It shall be the duty of the Second Party, at all times, to obtain, maintain and sustain the valid registration, recognition with Central and State Governments, and high-quality standard of its services and healthcare and to have all statutory/ mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws of the land.

22. The Second Party shall maintain confidentiality and agree not to disclose to any other Party or any of its or its affiliates employees, except as may be necessary only after obtaining necessary permission for the performance of this MoU, any confidential, private or proprietary information under this MoU by the Second Party.

23. The First Party hereby designates the Health Centre In-charge and the Medical Officer as the Nodal Officer for implementations of the provisions of this MoU. Second Party hereby appoints Mr. R. Siva Nageswara Rao, Senior Manager, as the Nodal Officer to interact with the Medical Officers of the NSU, Tirupati for the causes arising out of admission and treatment to the beneficiaries of the First Party.

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- 24. The Registrar, NSU, Tirupati and Mr. R. Siva Nageswara Rao, Dr. Agarwal's Eye Hospital, Tirupati hereto record that this MoU reflects the broad items of their agreement and they agree to execute and sign such further agreements in writing as maybe required from time to time.
- 25. In witness thereof, the parties hereto have signed this on the day, month and year first herein above written in the presence of.

	FIRST PARTY	SECOND PARTY
	Jun 3/06 (202	n All
	Commander Challa Venkateswar (Retd.)	, R. Siva Nageswara Rao, Senior Manager,
	Registrar,	Dr. Agarwal's Healthcare Ltd
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A Central University A.F. A.F.	TSITY, SESS-1: YUNON	WITNESS-1: P. COOL (M. BALAJI)
NSK	WITNESS-2: 450011214	WITNESS-2: CAROLINA