

## MEMORANDUM OF AGREEMENT

An Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the University of Allahabad, acting through Registrar , for Allahabad University Contributory Health Scheme, (hereinafter called 'AUCHS') which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office and assigns) of the One Part and \_\_\_\_\_ S/o, \_\_\_\_\_ the authorized signatory of the ..... of the other part.

WHEREAS ..... had applied for recognition under AUCHS for Approved Hospital/Nursing Home for OPD/IPD facilities for the members of AUCHS and their dependent beneficiaries, and AUCHS proposes to extend recognition to The ..... for medical treatment for AUCHS members and their dependent beneficiaries according to rates agreed upon or of CGHS and Govt. of India rates as applicable from time to time.

**NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS: -**

1. The ..... is recognized under AUCHS as approved Hospital/Nursing Home of the University of Allahabad for AUCHS members and their dependent beneficiaries subject to the conditions mentioned hereinafter.
2. The Hospital/Nursing Home shall provide the agreed upon services to the cases of AUCHS members regarding OPD treatment, without the requirement of referral provided that the consultant for an OPD patient in the hospital should be the specialist for the treatment required. AUCHS members would approach the approved Hospital/Nursing Home only after being referred from the University approved Hospital/Nursing for IPD facility except in the emergency situations which the first attending doctor shall verify hereto. The doctor's consultancy fees

and OPD registration fees will be as per the existing rates approved by CGHS/GoI rates.

3. The approved Hospital/Nursing Home shall report all the referred case for IPD to the Medical Cell of University within 24 hrs of admission.
4. All the treatment carried out by the approved Hospital/Nursing Home for IPD patients shall be reported on daily basis to medical cell through e-mail.
5. The services would be extended on billing system in accordance to rates agreed upon or of CGHS and Govt. of India rates as applicable from time to time.
6. The bills, for scrutinizing by the AUCHS authorities, would contain the followings:-
  - a. Bills to be submitted on the prescribed proforma along with the doctor's prescription slip and countersigned by the patient/attendant etc.
  - b. Photocopy of Health diary.
  - c. Other charges, if any, not included as above (to be specified).
7. The Approved Hospital/Nursing Home may refer the AUCHS cases further to other approved referral Hospital/Nursing Home of the University only. For such referred treatments which are to be done out of the Allahabad, the rate shall be in accordance with CHGS package rates and as per the decision of the University. The transit expenditure in transferring the patient will be dealt as per the GOI Rules.
8. The approved Hospital/Nursing Home shall provide access to the financial and medical records for assessment and review by medical and financial Authorities/Auditors of the University, as and when required and the decision of University on necessity or requirement shall be final. The certified copies of the Bed Head Tickets (BHT) may be asked by the University authorities, if required. The inadmissible bill, if any, will not be paid to approve Hospital/Nursing Home.
9. The approved Hospital/Nursing Home shall raise bills in first week of succeeding month, on the prescribed format by the University, to the Registrar, University of Allahabad in respect of the AUCHS members treated, on monthly basis. The bill would be processed for payment as per the norms agreed upon and, provided all

- required documents are in place, will be paid within sixty days from the date of receipt of claim.
10. The treatment including the multiple disorder treatment, by the approved Hospital/Nursing Home should be of desired standard and upto the satisfaction of the University as advised by the AUCHS Medical Team.
  11. Normally, the approved Hospital/Nursing Home will treat the patient on as per AUCHS rates of the University. The inadmissible charges of any expenditure towards the treatment preferred by the hospital and acceded by the beneficiary/employee, shall be borne by the employee himself/herself. These inadmissible charges acceded to by the beneficiary/employee will though generally not be paid by the University but in exceptional cases, with the recommendation of the Senior Medical Officer of the University, such inadmissible charges will be paid by the University but shall be deducted in lump sum or in convenient installments from the salary of the employee.
  12. It will be the responsibility of the approved Hospital/Nursing Home to inform the AUCHS officers within 24 hours in every case of admission for IPD treatment, who in turn may send a Medical/Administrative personnel/team to ensure the genuinity, standard and duration of the case and its treatment.
  13. Any liability arising out due to any default or negligence in provision or performance of the services shall be borne exclusively by the approved Hospital/Nursing Home, be responsible for any defect in rendering such services.
  14. The agreement contains the entire agreement between both the two parties and nothing outside this agreement shall be valid and binding. This agreement may be modified or altered only on written consent of both the parties.
  15. This agreement shall remain in force for a period of one year from the date of its execution, extendable on mutual consent.
  16. The agreement may be terminated by either party by serving one calendar month's notice in writing upon the other party and the notice given by the University shall be valid if given and signed by the competent authority on behalf of the AUCHS.

17. Even though, the approved Hospital/Nursing Home, may possess the inbuilt facility of the diagnostic tests/pathological tests, it will not perform these tests for OPD patients. These pathological/radiological tests for OPD patients will be done only by the approved Diagnostic/Radiological centers of University under AUCHS on the prescription of approved Hospital/Nursing Homes. The special tests, if any, will be charged on Dr. Lal's Path Lab/SRL rates with the 20% rebate.
18. The approved Hospital/Nursing Home will not issue medicines from their medical stores to OPD patients. The patient may purchased the allowable medicines under AUCHS from the outlets (medicine shops) empanelled with University under AUCHS. In the case of IPD patients the CGHS package rates are inclusive of medicines used during such treatment. However, 10% discount on MRP of medicines issued for non-package IPD treatment, shall be allowed.
19. The University of Allahabad reserves the right to debar an approved Hospital/Nursing Home from doing any business with the University in future in the case of submission of inflated/forged medical bills for reimbursement to the university.
20. In the event of an approved Hospital/Nursing Home gets wound up or is dissolved, the AUCHS shall have the power to terminate or relieve the approved Hospital/Nursing Home or their heirs and legal representatives from the legal liability in respect of the services provided by the approved Hospital/Nursing Home during the period when the agreement was in force.
21. The University shall have a lien and also reserves the right to retain and set off against any sum which may, from time to time be due to and payable to the approved Hospital/Nursing Home hereunder, any claim which the University may have against the approved Hospital/Nursing Home under this or any other agreement.
22. The University shall be at liberty at any time to terminate this agreement on giving 24 hours notice in writing to the approved Hospital/Nursing Home for breach of any of the terms and conditions of this agreement and the decision of the University in this regard shall be final.

23. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or by any of their agent on behalf of the approved Hospital/Nursing Home or by any of them for their agent or any one else on their behalf to any member, the family of any member or representative of the University in relation to the obtaining or execution of this or any other agreement with the University, then the University shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the approved Hospital/Nursing Home may incur, cancel and/or terminate this Agreement and any other Agreement entered upon by the University holding the Hospital/Nursing Home liable for any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by the University in such manner and in such evidence of information as it shall think fit and sufficient and its decision shall be final and conclusive and binding upon the approved Hospital/Nursing Home.
24. Whereas the subject as otherwise provided in this contract, all notices may be issued or received by the University or by any officer for the time being entrusted with the functions of AUCHS.
25. The administrative cost of the approved Hospital/Nursing Home and all other expenses required by the approved Hospital/Nursing Home for the purpose of this agreement shall be borne by the approved Hospital/Nursing Home.
26. Any dispute or difference, whatsoever, arising between the parties to this agreement, out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Vice-Chancellor, University of Allahabad. The provisions of the arbitration and conciliation Act 1996 will be applicable and the award made therein shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and

Conciliations Act, 1996, or of any modifications, Rules or reenactments thereof.

The Arbitration proceedings will be held at Allahabad.

27. The approved Hospital/Nursing Home shall pay all expenses incidental to the preparation and stamping of this agreement.

28. All notices and reference hereunder shall be deemed to have been duly served and given to the approved Hospital/Nursing Home if delivered to approved Hospital/Nursing Home or their authorized agent or left at consent at its office or sent by registered post to the address stated hereinbefore and to the University if delivered to the Registrar, University of Allahabad or sent by registered post or left at his office during office hours on any working day.

29. The original copy of this agreement shall be kept at the office of Registrar, University of Allahabad and a true copy shall be retained in the office of the Referral Hospital/Nursing Home.

**In witness whereof, Registrar, University of Allahabad for and on behalf of the University of Allahabad and the above named approved Hospital/Nursing Home have hereinto set their respective hands on the date and year first above written.**

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*Signature of Registrar, University of Allahabad*

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*Witness to the signature of Registrar, University of Allahabad*

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*Signature of Referral Hospital/Nursing Home*

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*Witness to the signature of Referral Hospital/Nursing Home*