

# **INDIA NON JUDICIAL**

# **Government of Uttarakhand**

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: SK MEMORIAL HOSPITAL

: Article Miscellaneous

: NA

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: S K MEMORIAL HOSPITAL

: HIMALAYAN HOSPITAL A CONSTITUENT UNIT OF SRHU

: SKMEMORIAL HOSPITAL

100

(One Hundred only)



प्रीमिकाल स्टाम्प विक्रोता

Please write or type below this line

Or. Ajay Khanna M.D. (Interest Medicant) Consolian Plusician & Calledott S.K. Memorial nuspital Demadun Regd No GKMG-5414

Chief Medical Superintendent Himalayan Hospital (A constituent unit of SRHU) Swami Ram Nagar, P.O. Jolly Grant Dehradun-248120

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoA) is made and entered into at Dehradun (Uttarakhand) on this 18<sup>th</sup> day of August 2023 by and between:

**S.K. Memorial Hospital**, having its registered office at 12- East Canal Road, Dehradun- 248001, Uttarakhand, India (hereinafter referred to as "**First Party**" which expression shall unless repugnant to meaning or context mean and include its successor(s)-in-interest and permitted assigns)

...Party of the First Part

#### AND

"HIMALAYAN HOSPITAL", a teaching hospital of Himalayan Institute of Medical Sciences (a constituent unit of Swami Rama Himalayan University), having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun- 248016 Uttarakhand, India (hereinafter referred to as "Second Party" which expression unless repugnant to the context or meaning thereof, shall mean and include successor(s)-in-interest and permitted assigns).

...Party of the Second Part

First Party and Second Party are hereinafter individually referred to as the "Party" and jointly as the "Parties".

## WITNESSES AS UNDER

#### RECITALS:

- **A.** WHEREAS, first party is one of a leading hospital in Dehradun which provides comprehensive healthcare in different specialties including orthopedics, General Surgery, Urologist, Gynecologist etc.
- **B.** WHEREAS, Second party Himalayan Hospital (HH) is a thousand- bedded care hospital, which is rated amongst the best super-specialty, Post Graduate Teaching Hospitals of Uttarakhand. The hospital caters to the needs of all segments of the society, including the underprivileged. Its 40 bedded ultra-modern Intensive Care Unit, Coronary Care Unit (CCU), Surgical ICU (SICU), Paediatric ICU (PICU), Neonatal ICU (NICU), Cardio Vascular Surgical ICU (CTVS ICU), are fully equipped to provide critical care. Further, its comprehensive 250-bedded Cancer Treatment Centre equipped with Modern Radiotherapy, Chemotherapy, Surgical and Nuclear Medicine is unsurpassed in service and capability and has the distinction of being Uttarakhand's one and only hospital for Bone Marrow Transplantation so far. It has best Cardiology Center, Neurology & Neurosurgery Department, Eye Bank and Eye care center, advance diagnostic and therapeutic services for ENT, Kidney transplantation center, Dialysis, well equipped diagnostic facilities, etc. under one roof.

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Dr. Ajay Khanna M.R. Jinte, subjects a) Consultan Physician & Calcidogist S.K. Machallaspiel Delladuri

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

- C. WHEREAS both the parties knows very well the importance of proper diagnosis of disease, good treatment and timely referral/transfer of patient for appropriate care and treatment.
- D. WHEREAS for providing patient a proper diagnosis, good treatment and in case of emergency a timely referral, both the parties have made an understanding that in case at hospital of first part the treatment/procedure for any disease/ailment is not available or diagnostic/medical facility is not available or there is no availability of beds, the first party shall refer/transfer the patient to the Hospital of second party for further management.
- **E.** WHEREAS, the Parties wish to set forth terms and conditions under which both the parties shall act;

**NOW THEREFORE**, the Parties, in consideration of the above and the mutual promises set forth below, agree as follows:

- 1. That in following circumstances the first part shall refer/transfer patients to the hospital of second part for further management:-
  - (a) In case of non-availability of beds at S.K. Memorial Hospital, i.e. at hospital of the first part.
  - (b) In case the specific procedure/facility/service to treat particular disease/ailment of the patient is not available in the hospital of the first part.
  - (c) In case particular diagnostic facility is not available at the first party's hospital, but available at the hospital of second part.
  - (d) In any other case, where the first party is of the opinion that because of availability of advance facility or super-specialist doctors at the hospital of the second part, the patient may get better treatment and care.
- 2. That in aforesaid circumstances the first party shall discuss the disease/ailment of the patient with the officers/doctors of the second party and along with compete set of patient records shall refer/transfer the patient to the hospital of the second part for further management.
- 3. That in emergency circumstances the First party shall make appropriate transportation arrangements and medical escort (if needed) for the patient, so that the patient could be safely transferred from the hospital of the first part to the hospital of the second part. The hospital of the first part shall also furnish complete set of patient record to the second party and inform the second party in advance regarding referred/transferred emergency case so that the patient gets appropriate care at the time of arrival at hospital of the second part.
- 4. That this agreement shall be in force for a period of two years (24 months) and can be terminated by either party by giving two (2) month advance notice.
- 5. That both the parties have nominated following officers as single point of contact for inquiry regarding any facility or for giving advance information related to referral/transfer cases to the hospital of second part:-

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Do Ajay Khanna M. P (Intensi Medidine) Consultar Physician & Cardiologist S.K. Mandal Mespital Denradun

Chief Medical Superintendent Himalayan Hospital (A constituent unit of SRHU) a) First Party

Name:

Dr. Ajay Khanna

Designation:

Contact No.

9412057670

Email address: akkhanna4@hotmail.com

b) Second Party

Name: Mr. Mukesh Mamgain Designation: Assistant Registrar

Contact No. 9412009592, 91-135-2471200, 91-135-2471300, Fax; 91-135-2471317

Email address: ms.hh@srhu.edu.in, mukeshmamgain@srhu.edu.in

Any change in the above contact person detail shall be informed to the other party in writing.

- 6. That this MoU represents the good faith understanding of the parties and executed with an only intention to make available to the patient a proper diagnosis of disease, good treatment and in case of emergency timely referral/transfer for further care and treatment. There will be no financial obligation or binding to both the parties. Each party will borne their expenses required to undertake activities through their own sources and directly claim the same from the concerned patient or his/her attendants.
- This MoU shall come into effect on the date it is executed by both the parties. 8.
- That this MoU will be executed simultaneously in two counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
- 10. In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by both the parties. This MoU shall be subject to the exclusive jurisdiction of courts at Dehradun, Uttarakhand.

This MOU signed between S.K. Memorial Hospital and Himalayan Hospital on 18th day of August, 2023.

FOR AND ON BEHALF OF

S.K. Memorial Hospital

12- EC Road, Dehradun

ConSignature

un & Cardiologist S.K. Me Horial mospital Deniradun Name & Seal

FOR AND ON BEHALF OF

Himalayan Hospital

Swami Ram Nagar, Jolly Grant, Dehradun

Superintendent Himatayan Hospital (A constituent unit of SRHU)

Name & Seaful Ram Nagar, P.O. Jolly Grant

Dr. S.L. Jethani Dehradun-248140

**CMS** 

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Name & Add

Name & Add .: 67-444 Nehry Colony D. Dun

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