

Draft MoU

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF COCHIN AND ..... FOR EMPANELMENT OF THE HOSPITAL AS A REFERRAL CENTRE FOR MEDICAL TREATMENT TO COCHIN PORT AUTHORITY EMPLOYEES, THEIR SPOUSE AND DEPENDENTS ( ON CREDIT BASIS ), AND PENSIONERS AND THEIR SPOUSE ( ON PAYMENT BASIS ) AT THE RATE UNDER THE C.G.H.S FOR .....(Name of departments)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to the MOU) IS MADE ON THIS ..... by and between THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a body corporate, constituted under the Major Port Trust Act 1963, called the Cochin Port Authority, having its administrative office at Willingdon Island, Cochin-682009, Kerala, represented by its Chief Medical Officer i/c, **Dr. K.I.Muthukoya, S/o Sri. Pokarappada Sayed Mohamed Koya Haji, aged 59 years** ,Cochin Port Authority Hospital, Ernakulam District, Kerala State ( hereinafter referred to the Cochin Port Authority, (CoPA / the first party) which term shall unless repugnant to the context or meaning thereof include its successors and assigns of the first part.

AND

.....(Name of Hospital)

Represented by it's Director,.....S/o.....,..... years residing at.....Village ....., Taluk ....., Ernakulam District, Kerala hereinafter referred to .....(Name of Hospital), the Second party ( the expression ..... Hospital shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the second part.)

WHEREAS the first party with intention to provide Medical Treatment to the employees of the Cochin Port Authority, their spouse and dependents, pensioners and their spouse invited expression of interest from hospitals and in response to it the .....(Name of Hospital) / the Second party expressed their interest vide their letter No. ....dt:..... and entered into this memorandum of understanding (MOU)

**Now these presents Witness that:**

1. The Hospital will provide treatment at the CGHS rate on credit basis in the..... (Name of Departments)) for employees / dependants.
2. The Medical treatment shall be provided to the patients by the hospital according to the CGHS guidelines in force from time to time. At present, Non-NABH CGHS 2014 rate of Trivandrum will be accepted for billing purpose, in case of Non-NABH hospital, NABH CGHS rate 2014 of Trivandrum will be accepted for NABH rated hospital, both may be revised by the Government of India from time to time. In the absence of CGHS Trivandrum rate, CGHS rate for Delhi has to be followed.
3. Any charge/change beyond the prescribed CGHS rate will not be admissible, if the rate is available. If excess has been billed, Cochin Port Authority will have the liberty to re-calculate and pay the admissible amount only.

4. If the treatment is on credit basis, the hospital shall not ask for any payment, whatsoever, from the employees and their dependents.
5. Up on the receipt of the bills and connected documents relating to treatment of an employee / dependent, the first Party shall settle the bills within a period of 30 working days. But, no interest can be charged on account of delay due to unforeseen reasons.
6. In case of emergency cases as defined in the CGHS Rule, the hospital shall admit the patients with proper ID proof, inform the Port Authority Hospital Authorities immediately and get post facto approval from the Chief Medical Officer, Cochin Port Authority Hospital for continuing the treatment, within 24 hours.
7. The hospital shall raise the bills according to the CGHS package rates for the treatment of a particular ailment; if that is not available in any of the two lists mentioned above, shall be billed, item- wise as per CGHS rate (e.g.a CT scan or MRI scan etc). in conservatively managed patients, item-wise quantification will be done.
8. The referred patients will be employees of the Cochin Port Authority or their dependents, pensioners or their spouse.
9. The pensioners / their spouse may avail this treatment facility in the referral center on payment basis at CGHS rates with a valid referral letter from the Chief Medical Officer, Cochin Port Authority Hospital, which will not be reimbursed by Port Authority. The payment will have to be collected from the pensioner / spouse by the Hospital.
10. Accommodation shall be provided to the patients according to the eligibility of the employees / pensioners under the CGHS guidelines, which will be indicated in the reference letter.
11. The Photo ID card of the employees that is provided by the Port Authority, along with referral letter issued by the Cochin Port Authority Hospital duly signed by Chief Medical Officer shall be the basis for rendering treatment to the patients.
12. In case of the dependents, medical treatment shall be provided to them on the basis of the Photo ID card of the employees and the reference letter from the Chief Medical Officer, Cochin Port Authority Hospital.
13. A photo copy of the ID card may be retained by the Hospital for record.
14. At the time of discharge, a copy of the discharge summary, a photocopy of the ID card / family card and bills in original with break-ups shall be forwarded to the Chief Medical Officer, Cochin Port Authority Hospital directly. A 2<sup>nd</sup> copy of the same shall also be handed over / provided to the patient / employee concerned along with other documents pertaining to the treatment.
15. The second party / the Hospital shall solely be responsible for any medical negligence, dispute, issue or liability, Civil and Criminal, if any, relating to and / or arisen out of any injury or harm or loss on account of the omission, commission, negligence, lack of due care, due diligence or rashness on the part of the Hospital, the attending Doctors, the para-medical staff, other staff, trainers, trainees, students or agents or any servant of the Hospital / the second party and that shall

be resolved directly in total by the second party at their cost, risk and responsibility, and the second party shall always save the first party against all such risks, costs and liabilities. The first party shall not be a party to it in any way and first party shall never be liable in any manner, merely because it has referred the patients.

16. In case of any issue / dispute relating to the MoU, treatment or billing, that shall be settled / resolved amicably through bilateral discussions.
17. The MOU will be in force for a period of ..... years from ..... to ..... and extendable on mutual agreement and satisfactory performance of the Hospital.
18. This MOU may be terminated by giving a written notice of three months by either party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

(For and on behalf of  
.....(Name of Hospita)

( For and on behalf of the BOARD OF  
TRUSTEES OF THE PORT OF COCHIN)

**(Authorized Signatory)**

**(Chief Medical Officer i/c,  
Cochin Port Authority Hospital)**

**This MEMORANDUM OF UNDERSTANDING (hereinafter referred to the MOU ) is made on this ...1st..day of June , 2023**

By and between

THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a body corporate, constituted under the Major Port Authority Act 2021, called the Cochin Port Authority , having its administrative office at Willingdon Island, Cochin-682009, Kerala, represented by its Chief Medical Officer i/c, **Dr. K.I.Muthukoya, S/o Sri. Pokarappada Sayed Mohamed Koya Haji, aged 59 years** ,Cochin Port Authority Hospital, Ernakulam District, Kerala State ( hereinafter referred to the Cochin Port Authority , the first party which term shall unless repugnant to the context or meaning thereof include its successors and assigns) of the first part.

AND

**M/s. Tide Water Healthcare Solutions Pvt.Ltd** (PAN: AAJCT1645E), a company incorporated under the provisions of the Companies Act 1956,(Company identification No:U85195KL2006PTC019804) having its registered office at Behind Ernakulam Medical Centre, NH Bypass,Palarivattom, Cochin-682028 duly represented by its General Manager,Mr.Renjith.R ,(hereinafter referred to as“ **M/s. Tide Water Healthcare Solutions Pvt.Ltd**” or “Second Party” which expression shall unless repugnant to the context or mean and include its representatives, successors and permitted assigns, as the context permits) of the Second Part.

WHEREAS the first party with intention to provide medical investigations to the employees of the Cochin Port Authority, their spouse and dependents, pensioners and their spouse; invited expression of interest from various CT/MRI centers and in response to it the **M/s. Tide Water Healthcare Solutions Pvt.Ltd** (the Second party) expressed their interest and entered into this Memorandum of Understanding (MOU)

**Now these presents Witness that:**

1. The Medical investigations (MRI&CT/contrast/plain) shall be provided to the patients referred from the Cochin Port Authority Hospital according to the rate

quoted by the second party as detailed in the **Annexure-A** and the guidelines of the CGHS should strictly be adhered to and followed by the second party. (The centre of **M/s. Tide Water Healthcare Solutions Pvt.Ltd** is as detailed in **Annexure-B**).

2. **M/s. Tide Water Healthcare Solutions Pvt.Ltd** should find out the CGHS rate if the investigation rate is not available in the package rate offered by the second party, then an approximate expenditure keeping in view of the item wise CGHS rate(E.g.,a CT scan or MRI scan etc) may be worked out and the amount so arrived at may be charged to the patient and any charge/change beyond the prescribed CGHS rate will not be admissible.
3. The referred patients will be an employee of the Cochin Port Authority or his/her dependants or a pensioner/spouse of the pensioner.
4. The pensioners may avail this treatment facility on reference from Cochin Port Authority Hospital without any reimbursement.
5. The photo ID card of the employee along with referral letter issued by the Cochin Port Authority Hospital will be the basis for rendering investigations to the patient under the guidelines envisaged in CGHS, subject to revisions/amendments from time to time by the Government of India.
6. The reference for investigation shall be with a photocopy of the Photo ID Card of the employee issued by the Cochin Port Authority along with the reference letter from the Cochin Port Authority Hospital. In case of the dependants, investigations shall be provided to them on Port Trust Hospital. In case of the dependants, investigations shall be provided to them on the basis of Photo copy of the family ID card or the Photo ID card of the employee and the reference letter as mentioned above. The authenticity of the photo copy may be verified with the original and photo copy may be retained by Medical.
7. A photo copy of the ID card may be retained by **M/s. Tide Water Healthcare Solutions Pvt.Ltd** for record.
8. **M/s. Tide Water Healthcare Solutions Pvt.Ltd** should issue the original bill to the patient after collecting the due amount chargeable for the investigations.
9. The second party shall solely be responsible for any medical negligence, dispute, issue or liability, Civil and Criminal, if any, relating to and / or arisen out of any injury or harm or loss on account of the omission, commission, negligence, lack of due care, due diligence or rashness on the part of the Scanning Centre, the attending Doctors, the Para-medical staff, other staff, trainers, trainees, students or agents or any servant of the second party and

that shall be resolved directly in total by the second party at their cost, risk and responsibility, and the second party shall always save the first party against all such risks, costs and liabilities. The first party shall not be a party to it in any way and first party shall never be liable in any manner, merely because it has referred the patients there.

10. In case of any issue / dispute relating to the MOU, treatment or billing, that shall be settled / resolved amicably through bilateral discussions.
11. The MOU will be in force for a period of 3years from the date of signing the MOU.

12. Any violations noticed on the clauses of the agreement shall be intimated to the either part.

13. At any time both party have the right to terminate this agreement by giving three(3) months prior written notice to either part.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

(For and on behalf of)  
**M/s. Tide Water Healthcare Solutions Pvt.Ltd**

(For and on behalf of the **BOARD OF TRUSTEES OF THE PORT OF COCHIN**)

**(Authorized Signatory)**

**CHAIRMAN/CMO**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to the MOU) is made on this ..... December 2019.

By and between

THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a body corporate, constituted under the Major Port Trust Act 1963, called the Cochin Port Trust, having its administrative office at Willingdon Island, Cochin-682009, Kerala, represented by its Chief Medical Officer, Dr.Roy Thomas s/o Thomas Varkey, aged 58 years, Cochin Port Trust Hospital, Ernakulam District, Kerala State ( hereinafter referred to the Cochin Port Trust, the first party) which term shall unless repugnant to the context or meaning thereof include its successors and assigns) of the first part.

AND

**M/s. Vivid Diagnostic Centre** (PAN:.....), a company incorporated under the provisions of the Companies Act 1956,(Company identification No:.....) having its registered office at ..... duly represented by ..... ,(hereinafter referred to as“**M/s.Vivid Diagnostic Centre**” or “**Second Party**” which expression shall unless repugnant to the context or mean and include its representatives, successors and permitted assigns, as the context permits) of the **Second Part.**

WHEREAS the first party with intention to provide medical investigations to the employees of the Cochin Port Trust, their spouse and dependents, pensioners and their spouse; invited expression of interest from various CT/MRI centers and in response to it the **M/s.Vivid Diagnostic Centre**(the Second party) expressed their interest and entered into this Memorandum of Understanding (MOU)

**Now these presents Witness that:**

14. The Medical investigations (MRI&CT/contrast/plain) shall be provided to the patients referred from the Cochin Port Trust Hospital according to the rate quoted by the second party as detailed in the **Annexure-A** and the guidelines of the CGHS should strictly be adhered to and followed by the second party. (The centre of **M/s.Vivid Diagnostic Centre** is as detailed in **Annexure-B**).
15. **M/s.Vivid Diagnostic Centre** should find out the CGHS rate if the investigation rate is not available in the package rate offered by the second party, then an approximate expenditure keeping in view of the item wise CGHS rate(E.g.,a CT scan or MRI scan etc) may be worked out and the amount so arrived at may be charged to the patient and any charge/change beyond the prescribed CGHS rate will not be admissible.
16. The referred patients will be an employee of the Cochin Port Trust or his/her dependants or a pensioner/spouse of the pensioner.
17. The pensioners may avail this treatment facility on reference from Cochin Port Trust Hospital without any reimbursement.
18. The photo ID card of the employee along with referral letter issued by the Cochin Port Trust Hospital will be the basis for rendering investigations to the patient under the guidelines envisaged in CGHS, subject to revisions/amendments from time to time by the Government of India.
19. The reference for investigation shall be with a photocopy of the Photo ID Card of the employee issued by the Cochin Port Trust along with the reference letter from the Cochin Port Trust Hospital. In case of the dependants, investigations shall be provided to them on Port Trust Hospital. In case of the dependants, investigations shall be provided to them on the basis of Photo copy of the



family ID card or the Photo ID card of the employee and the reference letter as mentioned above. The authenticity of the photo copy may be verified with the original and photo copy may be retained by Medical.

20. A photo copy of the ID card may be retained by **M/s.Vivid Diagnostic Centre** for record.
21. **M/s.Vivid Diagnostic Centre** should issue the original bill to the patient after collecting the due amount chargeable for the investigations.
22. The second party shall solely be responsible for any medical negligence, dispute, issue or liability, Civil and Criminal, if any, relating to and / or arisen out of any injury or harm or loss on account of the omission, commission, negligence, lack of due care, due diligence or rashness on the part of the Scanning Centre, the attending Doctors, the Para-medical staff, other staff, trainers, trainees, students or agents or any servant of the second party and that shall be resolved directly in total by the second party at their cost, risk and responsibility, and the second party shall always save the first party against all such risks, costs and liabilities. The first party shall not be a party to it in any way and first party shall never be liable in any manner, merely because it has referred the patients there.
23. In case of any issue / dispute relating to the MOU, treatment or billing, that shall be settled / resolved amicably through bilateral discussions.
24. The MOU will be in force for a period of 3years from the date of signing the MOU.
25. CMO will have the right to terminate the agreement at any time without assigning any reason.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

(For and on behalf of)  
**M/s.Vivid Diagnostic Centre**

(For and on behalf of the **BOARD OF TRUSTEES OF THE PORT OF COCHIN**)

**(Authorized Signatory)**

**CHAIRMAN/CMO**

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF COCHIN AND SUNRISE HOSPITAL FOR EMPANELMENT OF THE HOSPITAL AS A REFERRAL CENTRE FOR MEDICAL TREATMENT TO COCHIN PORT TRUST EMPLOYEES, THEIR SPOUSE AND DEPENDENTS ( ON CREDIT BASIS ), AND PENSIONERS AND THEIR SPOUSE ( ON PAYMENT BASIS ) AT THE RATE UNDER THE C.G.H.S IN ALL DEPARTMENTS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to the MOU) IS MADE ON THIS NINETEENTH DAY OF MARCH TWO THOUSAND AND NINETEEN by and between THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a body corporate, constituted under the Major Port Trust Act 1963, called the Cochin Port Trust, having its administrative office at Willingdon Island, Cochin-682009, Kerala, represented by its Chief Medical Officer, Dr.Roy Thomas s/o Thomas Varkey, aged 58 years, Cochin Port Trust Hospital, Ernakulam District, Kerala State ( hereinafter referred to the Cochin Port Trust, (CoPT / the first party) which term shall unless repugnant to the context or meaning thereof include its successors and assigns) of the first part.

AND

SUNRISE HOSPITAL, VII/528-B&C, SEAPORT-AIRPORT ROAD,  
MAVELIPURAM, KAKKANAD , COCHIN – 682 030

Represented by its Managing Director Mrs. Parveen Hafeez, Managing Director W/o Dr.Hafeez Rahman, VII /528, 2<sup>nd</sup> st, Seaport – Airport Road, Kakkanad, Kochi – 682 030 Ernakulam District, Kerala hereinafter referred to Sunrise Hospital / the Second party (the expression Sunrise Hospital shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the second part.

WHEREAS the first party with intention to provide medical treatment to the employees of the Cochin Port Trust, their spouse and dependents, pensioners and their spouse; invited expression of interest from hospitals and in response to it the SUNRISE HOSPITAL / the Second party expressed their interest vide their letter No nil dt: 25.01.2019 and entered into this Memorandum of Understanding (MOU)

**Now these presents Witness that:**

26. The Hospital will provide treatment at the CGHS rate on credit basis in all departments for employees / dependants.
27. The Medical treatment shall be provided to the patients by the hospital according to the CGHS guidelines in force from time to time. At present, NABH CGHS 2014 rate of Trivandrum will be accepted for billing purpose in case of non NABH hospital, NABH CGHS rate 2014 of Trivandrum will be accepted for NABH rated hospital, both may be revised by the Government of India from time to time. In the absence of CGHS Trivandrum rate, CGHS rate for Delhi has to be followed.
28. Any charge/change beyond the prescribed CGHS rate will not be admissible, if the rate is available. If excess has been billed, Port Trust will have the liberty to re-calculate and pay the admissible amount only.
29. If the treatment is on credit basis, the hospital shall not ask for any payment, whatsoever, from the employees and their dependents.
30. Up on the receipt of bills and connected documents relating to treatment of an employee/dependent, the first Party shall settle the bills within a period of 30 working days. But, no interest can be charged on account of delay due to unforeseen reasons.
31. In case of emergency cases as defined in the CGHS Rule, the hospital shall admit the patients with Proper ID proof and inform the Port Trust Hospital Authorities immediately and get post facto approval from the Chief Medical Officer, Cochin Port Trust Hospital for continuing the treatment, within 24 hours.
32. The hospital shall raise the bills according to the CGHS package rates for the treatment of a particular ailment; if that is not available in any of the two lists mentioned above, shall be billed, item- wise as per CGHS rate in conservatively managed patients.
33. The referred patients will be employees of the Cochin Port Trust or their dependents, pensioners or their spouse.

34. The pensioners/their spouse may avail this treatment facility in the referral center on payment basis at CGHS rates with a valid referral letter from the Cochin Port Trust Hospital, which **will not be reimbursed** by Port Trust. The payment will have to be collected from the pensioner / spouse.
35. Accommodation shall be provided to the patients according to the eligibility of the employees / pensioners under the CGHS guidelines, which will be indicated in the reference letter.
36. The Photo ID card of the employees that is provided by the Port Trust, along with referral letter issued by the Cochin Port Trust Hospital duly signed by Chief Medical Officer shall be the basis for rendering treatment to the patients.
37. In case of the dependents, medical treatment shall be provided to them on the basis of Photo ID card of the employees and the reference letter from the Chief Medical Officer, Cochin Port Trust Hospital.
38. A photo copy of the ID card may be retained by the Hospital for record.
39. At the time of discharge, a copy of the discharge summary, a photocopy of the ID card / family card and bills in original with break-ups shall be forwarded to the Chief Medical Officer, Cochin Port Trust Hospital directly. A 2<sup>nd</sup> copy of the same shall also be handed over / provided to the patient / employee concerned along with other documents pertaining to the treatment.
  
40. The second party / the Hospital shall solely be responsible for any medical negligence, dispute, issue or liability, Civil and Criminal, if any, relating to and / or arisen out of any injury or harm or loss on account of the omission, commission, negligence, lack of due care, due diligence or rashness on the part of the Hospital, the attending Doctors, the para-medical staff, other staff, trainers, trainees, students or agents or any servant of the Hospital / the second party and that shall be resolved directly in total by the second Party at their cost, risk and responsibility, and the second party shall always save the first party against all such risks, costs and liabilities. The first party shall not be a party to it in any way and first party shall never be liable in any manner, merely because it has referred the patients.
41. In case of any issue / dispute relating to the MOU, treatment or billing, that shall be settled / resolved amicably through bilateral discussions.
42. The MOU will be in force for a period of 4 years from 19<sup>th</sup> March, 2019 to 18<sup>th</sup> March, 2023 and extendable on mutual agreement and satisfactory performance of the Hospital.
43. This MOU may be terminated by a written notice of three months by either party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

(For and on behalf of Sunrise Hospital)

(For and on behalf of the BOARD OF TRUSTEES OF THE PORT OF COCHIN)

**(Authorized Signatory)**

**(Chief Medical Officer,  
Cochin Port Trust Hospital)**

**Draft MoU – Lakshmi Hospital**

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF COCHIN AND LAKSHMI HOSPITAL FOR EMPANELMENT OF THE HOSPITAL AS A REFERRAL CENTRE FOR MEDICAL TREATMENT TO COCHIN PORT TRUST EMPLOYEES, THEIR SPOUSE AND DEPENDENTS ( ON CREDIT BASIS ), AND PENSIONERS AND THEIR SPOUSE ( ON PAYMENT BASIS ) AT THE RATE UNDER THE C.G.H.S **IN THE CARDIOLOGY DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to the MOU) IS MADE ON THIS **EIGHTEENTH DAY OF JUNE TWO THOUSAND AND NINETEEN** by and between THE BOARD OF TRUSTEES OF THE PORT OF COCHIN, a body corporate, constituted under the Major Port Trust Act 1963, called the Cochin Port Trust, having its administrative office at Willingdon Island, Cochin-682009, Kerala, represented by its Chief Medical Officer, Dr.Roy Thomas s/o Thomas Varkey, aged 59 years, Cochin Port Trust Hospital, Ernakulam District, Kerala State ( hereinafter referred to the Cochin Port Trust, (CoPT / the first party) which term shall unless repugnant to the context or meaning thereof include its successors and assigns) of the first part.

AND

LAKSHMI HOSPITAL , DIWAN'S ROAD, COCHIN – 682 016. Represented by its ADMIN DIRECTOR, Mr.PRADEEP WARIYAR T.R, S/O DR. K.K.R.WARIYAR,ERNAKULAM District, Kerala hereinafter referred to LAKSHMI HOSPITAL / the Second party (the expression LAKSHMI Hospital shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the second part.

WHEREAS the first party with intention to provide medical treatment to the employees of the Cochin Port Trust, their spouse and dependents, pensioners and their spouse; invited expression of interest from hospitals and in response to it the LAKSHMI HOSPITAL / the Second party expressed their interest vide their E-mail dt: 06.04.2019 and entered into this Memorandum of Understanding (MOU)

**Now these presents Witness that:**

19. The Hospital will provide treatment at the CGHS rate on credit basis in the Cardiology Department for employees / dependants.
20. The Medical treatment shall be provided to the referred patients by the hospital according to the CGHS guidelines in force from time to time. At present, Non-NABH CGHS 2014 rate of Trivandrum will be accepted for billing purpose in case of Non-NABH hospital, NABH CGHS rate 2014 of Trivandrum will be accepted for NABH rated hospital, both may be revised by the Government of India from time to time. In the absence of CGHS Trivandrum rate, CGHS rate for Delhi has to be followed.
21. Any charge/change beyond the prescribed CGHS rate will not be admissible, if the rate is available. If excess has been billed, Port Trust will have the liberty to re-calculate and pay the admissible amount only.
22. If the treatment is on credit basis, the hospital shall not ask for any payment, whatsoever, from the employees and their dependents.
23. Up on the receipt of bills and connected documents relating to treatment of an employee/dependent, the first Party shall settle the bills within a period of 30 working days. But, no interest can be charged on account of delay due to unforeseen reasons.
24. In case of emergency cases as defined in the CGHS Rule, the hospital shall admit the patients with Proper ID proof and inform the Port Trust Hospital Authorities immediately and get post facto approval from the Chief Medical Officer, Cochin Port Trust Hospital for continuing the treatment, within 24 hours.
25. The hospital shall raise the bills according to the CGHS package rates for the treatment of a particular ailment; if that is not available in any of the two lists mentioned above, shall be billed, item- wise as per CGHS rate in conservatively managed patients.
26. The referred patients will be employees of the Cochin Port Trust or their dependents, pensioners or their spouse.
27. The pensioners/their spouse may avail this treatment facility in the referral center on payment basis at CGHS rates with a valid referral letter from the Cochin Port

- Trust Hospital, which **will not be reimbursed** by Port Trust. The payment will have to be collected from the pensioner / spouse.
28. Accommodation shall be provided to the patients according to the eligibility of the employees / pensioners under the CGHS guidelines, which will be indicated in the reference letter.
  29. The Photo ID card of the employees that is provided by the Port Trust, along with referral letter issued by the Cochin Port Trust Hospital duly signed by Chief Medical Officer shall be the basis for rendering treatment to the patients.
  30. In case of the dependents, medical treatment shall be provided to them on the basis of Photo ID card of the employees and the reference letter from the Chief Medical Officer, Cochin Port Trust Hospital.
  31. A photo copy of the ID card may be retained by the Hospital for record.
  32. At the time of discharge, a copy of the discharge summary, a photocopy of the ID card / family card and bills in original with break-ups shall be forwarded to the Chief Medical Officer, Cochin Port Trust Hospital directly. A 2<sup>nd</sup> copy of the same shall also be handed over / provided to the patient / employee concerned along with other documents pertaining to the treatment.
  33. The second party / the Hospital shall solely be responsible for any medical negligence, dispute, issue or liability, Civil and Criminal, if any, relating to and / or arisen out of any injury or harm or loss on account of the omission, commission, negligence, lack of due care, due diligence or rashness on the part of the Hospital, the attending Doctors, the para-medical staff, other staff, trainers, trainees, students or agents or any servant of the Hospital / the second party and that shall be resolved directly in total by the second Party at their cost, risk and responsibility, and the second party shall always save the first party against all such risks, costs and liabilities. The first party shall not be a party to it in any way and first party shall never be liable in any manner, merely because it has referred the patients.
  34. In case of any issue / dispute relating to the MOU, treatment or billing, that shall be settled / resolved amicably through bilateral discussions.
  35. The MOU will be in force for a period of 4 years from 18<sup>TH</sup> JUNE, 2019 to 17<sup>th</sup> JUNE, 2023 and extendable on mutual agreement and satisfactory performance of the Hospital.
  36. This MOU may be terminated by a written notice of three months by either party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

(For and on behalf of Lakshmi Hospital)

(For and on behalf of the BOARD OF  
TRUSTEES OF THE PORT OF COCHIN)

**(Authorized Signatory)**

**(Chief Medical Officer,  
Cochin Port Trust Hospital)**