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**Certificate No.** IN-KA04528812678883W  
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**Unique Doc/Reference** SUBIN-KAKACRSFL0846751420898127W  
**Purchased by** KSRTC CENTRAL OFFICE BANGALORE  
**Description of Document** Article 5(J) Agreement (in any other cases)  
**Property Description** MOU  
**Consideration Price (Rs.)** 0  
**First Party** Sri Siddhartha Medical College And Hospital Tumkur  
**Second Party** KSRTC CENTRAL OFFICE BANGALORE  
**Stamp Duty Paid By** KSRTC CENTRAL OFFICE BANGALORE  
**Stamp Duty Amount (Rs.)** 500  
**Stamp Duty Amount (Rs.)** (Five Hundred only)



RS. 500

24-DEC-2024 02:25 PM

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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on 06.01.2025 at Bangalore

BETWEEN

Sri Siddhartha Medical College And Hospital (Pvt) Tumkur which shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns, hereafter called the "First Party" or "Hospital".

AND

Dr. N.S. Venkatesh M.B.B.S., M.S.  
MEDICAL SUPERINTENDENT

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#### Statutory Alert:

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Karnataka State Road Transport Corporation (A Government of Karnataka undertaking called as KSRTC) Karnataka, India, acting through and represented by its duly authorized signatory **Divisional Controller, KSRTC, Tumakuru** (here in after referred to as "Institute", which expression shall, unless repugnant to the context hereof, mean and include its successors, legal representative and assigns), hereafter called the "Second Party" or "KSRTC" for brevity. WHEREAS, to meet the transportation needs of the public Karnataka State Road Transport Corporation (KSRTC) was established by the Government of Karnataka. Currently, KSRTC has its corporate office in Bangalore and operates across seventeen districts within the state. The corporation functions with a three-tier system, comprising the corporate office, divisional offices, and depots. At present KSRTC possess employees of approximately 33,440 staff members, operating an average of 28.62 lakhs kilometers daily with a fleet size of 8,934 vehicles (including 48 electric vehicles), serving an average of 34.79 lakhs passengers per day. It ranks 5th among State Transport Undertakings (STUs) in the nation by size.

(For the sake of convenience wherever it is deemed appropriate each party is individually referred by their respective name either as "The Director" / "KSRTC" or as "Party" as the case may be and collectively referred to as the "Parties").

Whereas KSRTC has approached Sri Siddhartha Medical College and Hospital (Pvt) Tumkur for the Cashless Medical Facilities for their employees and eligible family members (their Spouse, dependent Children and dependent Father and Mother) for In-Patient and Out-patient treatment services as per CGHS Rates.

The Hospital is recognized under various State/CGHS health schemes as authorized medical attendant/referral Hospital for treatment of its beneficiaries i.e., employees, their Spouse, dependent Children and dependent Father and Mother. The hospital has agreed to provide credit facilities. Now therefore in consideration of the above premises and the mutual covenants contained herein, the parties hereby agree as follows:

#### 1. Term


This MOU shall be in force with effect from Dt 06/01/2025 for a period of 3+1+1 years (3 years initially and the same may be extended on satisfactory services yearly for another 2 years) and may be renewed further on satisfactory, on such terms and conditions as may be mutually agreed by both the Parties.

#### 2. Pricing

In cases of admission into the hospital for in-patient and outpatient treatment of KSRTC employees and their eligible dependents (employees, their Spouse, dependent Children and dependent Father and Mother), the hospital will raise the credit bills on KSRTC, for the Medical Services, related treatments and discharge.

The hospital shall provide charges as per prevailing CGHS rates agreed upon and appended if any by mutual consent and validity of the agreement shall be valid for 3+1+1 years (3 years initially and the same may be extended on satisfactory services yearly for another 2 years) from the date of execution of this MOU. Any revision of charges by CGHS occurred during the validity of MOU would be applicable accordingly.



  
Dr. N.S. Venkatesh M.B.B.S. M.S.  
MEDICAL SUPERINTENDENT  
Sri Siddhartha Medical College and Hospital  
Agalakote, B.H. Road, Tumakuru-57.

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### 3. Payment Clause:

"KSRTC Arogya" Trust will make the Payment through RTGS/NEFT to the concerned hospital within 30 days from the receipt of bills.

### 4. Obligations of KSRTC:

- (a) In order to assess the eligibility of its employees for hospitalization, KSRTC has to provide access to their portal -HRMS (log in credentials to hospital).
- (b) KSRTC should authenticate its employees who are eligible for hospitalization in its portal -HRMS for smooth functioning of the process.
- (c) KSRTC employee should produce Health Card or based on the verification of authenticating of employees and dependents in HRMS Portal to the provider Hospital to avail "Healthcare Scheme".
- (d) KSRTC will appoint a health benefit administration service (Third-party Audit Agency) to scrutinize the bills of inpatient, outpatient and investigation.
- (e) Health benefit administration service (Third-party Audit Agency) will provide helpdesk to the employees.

### 5. Obligations of Hospital


The Hospital will extend its facilities at the following location:

**Sri Siddhartha Medical College and Hospital (Pvt)**

B.H. Road, Agalkote, Tumkur.

for complete inpatient/outpatient treatment to the Beneficiaries. The facilities shall, inter alia, comprise of medical/surgical treatment including diagnosis, tests, investigations, prescription, dispensation of medicines etc.

- (a) The Hospitals may admit the KSRTC Employee and his/her eligible dependent to the entitled Semi-Private Ward. However, in case this is not possible because of non-availability of the bed in the ward entitled and the postponement of admission is not desirable, the beneficiary may be admitted to the next higher ward as a temporary measure and shall be shifted to the entitled ward when the bed becomes available there. If the employee or his/her eligible dependent desires to get admitted in the higher ward than the entitled ward, then the additional cost will be borne by the patient.
- (b) The provider Hospital shall also provide post admission surgical/medical follow up treatment including medicine (as per CGHS admissible medicines) will also be covered until 45 days from the date of discharge.
- (c) The provider hospital shall be under obligation to admit such members for inpatient treatment or extend outpatient treatment as the case may be on production of health card or by observing the details of employee in the HRMS Portal available to hospital. However the provider hospital shall extend facilities under the provisions of the scheme without health card in cases of emergency medical conditions/ ailments, accidents etc. where immediate medical treatment needs to be given. The member availing such treatment or concerned divisional Officer shall produce an authorization letter in such cases within 48 hours of admission.
- (d) The provider hospital shall be under obligation to treat the patient in case of emergency/un-coded procedures/implants for the treatment which are not covered under CGHS rates may obtain a special permission from the competent Authority of KSRTC or additional cost needs to be paid by the employee.

  
Dr. N.S. Venkatesh, M.B.B.S., M.S.,  
MEDICAL SUPERINTENDENT  
Sri Siddhartha Medical College Hospital  
Agalkote, B.H. Road, Tumakuru-57.

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- (e) The provider hospital shall be under obligation to provide treatment to the injuries sustained by the employee in an accident whether the employee is inpatient or outpatient in such cases provider hospital may obtain an authorization letter from the Divisional Officer and proceed with the treatment will also be considered under this scheme. (In respect of on duty accident cases the entire treatment expenditure though the expenditure is more than CGHS rates in addition to will be wholly borne by the Trust.)
- (f) The accredited provider hospital to the KSRTC for ensuring speedy and timely medical facilities to the employees as per its provisions.
- (g) The provider hospital shall extend all the facilities, provide information medical data for the employees admitted, assistance etc. to the health benefit administration service (Third-party Audit Agency) for carrying out its duties under the present agreement.
- (h) The provider hospital agrees to admit the members referred to it for treatment of ailments/ medical conditions under the Scheme on priority basis by extending facilities like spot admission, preferential allotment of beds, or any other facilities needed for treating the ailments/ medical condition of the member.
- (i) The provider hospital shall ensure that the best timely medical treatment / facilities is/ are extended to member(s) and provide best of services to them as per the provisions of Scheme. The provider hospital agrees to adhere to the best standard and quality of medicare throughout the treatment of the member.
- (j) The provider hospital agrees and it shall ensure that members are not kept under hospitalization beyond the required period and are not administered unnecessary test, diagnosis and medication. It is understood by the provider hospital that the KSRTC Scheme shall not be responsible for reimbursement of medical expenses for avoidable hospitalization beyond the required period, unnecessary test, diagnosis and medication as observed by the health benefit administration service (Third-party audit agency).
- (k) The provider hospital agrees to extend full co-operation to the staff/officers of the KSRTC for monitoring, reviewing the treatment being provided to the members.
- (l) The provider hospital agrees not to take any advance deposit from members of the scheme and any other incidental charges like Admission/ Registration fees, Documentation Fees, Processing Fees/charges, MRD Fees, miscellaneous charges, attender charges for the treatment.
- (m) The provider hospital shall submit bills, essentiality certificate, emergency certificate duly signed by the treating Doctor and counter signed by the Medical Superintendent/ RMO immediately after the discharge of the member to the health benefit administration service (Third-party audit agency) along with complete discharge certificate immediately in the provided online portal. Any bills or related papers lacking details will be returned to the hospital by health benefit administration (Third-party audit agency) service and the provider hospital shall resubmit them in complete shape along with any information called for by health benefit administration (Third-party audit agency) service within 3 days and KSRTC shall make the payment within 30 days from the date of receipt of the final bills on par with CGHS rates. In case the bill is returned to the hospital for clarification or any of the required documents/enclosures, then the date from which the clarification is received will be considered as fresh receipt for the payment/KSRTC will pay the eligible amount other than dispute immediately.
- (n) If any bills claimed more than CGHS rates, the bills will settled on par with the health benefit administration (Third-party audit agency) recommended bills only.
- (o) KSRTC may direct the hospital to provide the bills, discharge summaries, essentiality certificate as per new procedure imposed by the government for the purpose of claiming medical reimbursement from time to time.

*[Signature]*

*[Signature]*  
**Dr. H.S. Venkatesh M.B.B.S., M.S.,**  
**MEDICAL SUPERINTENDENT**  
 Sri Siddhartha Medical College Hospital  
 Agalavane, B.H. Road, Tumakuru-07.

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- (p) The provider hospital must provide adequate professional indemnity insurance cover at its own cost for its treating doctors as well as other attending medical/ para-medical workers. KSRTC will not be responsible for any insurance claim or otherwise arising out of any treatment administered by the provider hospital.
- (q) The hospital authorities shall forward a monthly statement to KSRTC showing the names of its employees who have taken inpatient treatment during the particular month on or before 7<sup>th</sup> of succeeding month.
- (r) With respect to admitted patients, admission should be updated in the provided online portal as and when the employee is admitted to the hospital and required treatment.
- (s) Any amount of the hospitalization expenses not covered under the prevailing CGHS tariff viz., non-medical expenses like toiletries, health drinks, telephone charges, etc., will be borne by the Beneficiary/patient only and will have to be paid to the Hospital prior to discharge. The final bill shall contain codes against CGHS coded procedures / surgeries and indicate such procedures/surgeries not coming under the purview of CGHS as un-coded procedures.
- (t) The "HOSPITAL" shall not collect any admission deposit from the KSRTC Employee and his/her eligible dependent.
- (u) Eye Treatment: In case patient opts to go for Higher end package in Cataract, the difference of charges will be paid by the employee.
- (v) The hospital shall also agree to do Annual Health check up at concession prices, which will be paid by the employee.

#### 6. CONFIDENTIALITY

Both the parties understand that with respect to proprietary and confidential information ("Confidential Information") includes:

- (i) The identity of beneficiaries like their names, addresses and telephone numbers;
- (ii) Medical Reports of treated beneficiaries
- (iii) Any information that either party may receive from other party or may come to know through medical examination of beneficiaries is confidential
- (iv) Both parties agree that at any time during and after the Term, it will not disclose or communicate any of Confidential Information, except as necessary for it to: (i) properly perform the Services; or (ii) disclose the Confidential Information if obliged to do so by law or court order.

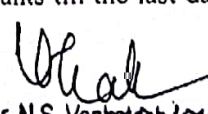
#### 7. Amendment

No amendment, modifications or addition to this MOU shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by them through their duly authorized representatives and subject to obtaining approvals if any following such execution.

#### 8. Termination

Both the Parties have the right to terminate this MOU with prior notice (in writing) of one month. However, "HOSPITAL" shall ensure that all the reports of the patients are sent to KSRTC until the effective date of termination. KSRTC ensures that they will settle the pending bills of during such period and all other accounts till the last date of termination or expiry of this MOU.



  
 Dr. N.S. Venkatesh, M.S., M.S.  
 MEDICAL SUPERINTENDENT  
 Sri Siddhartha Medical College Hospital  
 Aalakote BH Road Tumkur

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**9. Consequences of termination:**

From the date of expiry or earlier termination of this MOU, "HOSPITAL" shall not be obliged to render the services to KSRTC as contemplated under this MOU. Within 7 days of expiry or earlier termination of this MOU, the Parties shall reconcile their accounts and KSRTC shall settle all the amounts which are due and payable by them to "HOSPITAL" under this MOU fully and finally.

- a) Upon termination of the contract a notice shall be issued to fulfil its obligations with regard to facilitating the processing and settlement of claims with respect to the bills submitted until the date of receipt letter of termination of this agreement.
- b) The provider hospital shall take care of the members admitted till termination of the agreement and render full treatment as per the scheme till they are discharged even after termination of the contract.

**10. Indemnity:**

Each Party shall be responsible and liable to the other for all the acts and omissions relating their respective part of obligations.

**11. Force Majeure:**

Neither Party hereto shall be liable to the other for any breach of their respective obligations under this MOU resulting from causes beyond their reasonable control including but not limited to Act of God, fire, strikes, (of its own or other employees) insurrection or riots, embargoes, or regulations of any civil or military authority, network outages (an 'Event of Force Majeure').

Parties hereto agree to give notice forthwith to the other upon becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the event of Force Majeure.

**12. Governing law and dispute resolution:**

Any dispute arising out of or relating to this MOU shall be settled amicably through discussions between the parties. If the parties are unable to resolve the dispute amicably, the dispute shall be resolved at the level of Managing Director, KSRTC/Jurisdictional Court at Bangalore

**13. Non-Exclusivity:**

The relationship of the parties under this MOU shall be exclusive and both parties, including their affiliates, subsidiaries, and divisions, are not free to pursue other agreements or collaborations of any kind.

  
30/12/24

Dr. N.S. Venkatesh M.B.B.S., M.S.,  
MEDICAL SUPERINTENDENT  
Sri Siddhartha Medical College Hospital  
Agalakote, B.H. Road, Tumakuru-07.

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14. Survival:

Both Parties agree and endorse that Clauses relating to Confidentiality, Indemnification, Representations and Warranties shall survive post either completed tenure or termination of this MOU for a period of 3+1+1 years.

15. Mode of Communication/Notices:

Both Parties will exchange correspondence/communication concerning cooperation or any other matter between them through written communication/official email to the signatories of this MOU or any other designated personnel.

16. Signatures:

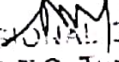
The Parties to this Memorandum of Understanding hereby confirm their agreement to the terms contained herein by their signatures below:

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed in duplicate as of the date written below by their duly authorized representatives.

Signed and delivered by the within named,

For and on Behalf of:

KSRTC, Bangalore

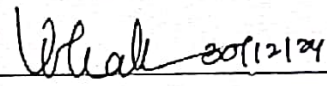
  
DIVISIONAL CONTROLLER  
K.S.R.T.C. Tumkur Division.  
Bus Stand, TUMKUR - 572101.

Name: S. Chandrashekar

Designation: Divisional Controller  
Tumkur

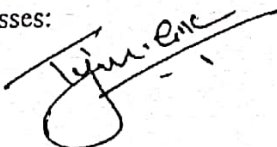
For and on Behalf of:

Sri Siddhartha Medical College And Hospital  
(Pvt) Tumkur

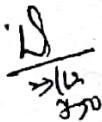
  
Name: Dr. N.S. Venkatesh M.B.B.S., M.S.  
Designation: MEDICAL SUPERINTENDENT  
Sri Siddhartha Medical College Hospital  
Agalakote, B.H. Road, Tumakuru-07.

Witnesses:

1.



2.

  
2/12/24

1.   
PRINCIPAL

Sri Siddhartha Medical College  
Agalakote, B.H. Road, Tumkur.

2.

  
DR. PRATHAP  
VICE PRINCIPAL

Sri Siddhartha Medical College  
Agalakote, B.H. Road,  
TUMKUR - 572 107

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