

महाराष्ट्र MAHARASHTRA

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# AGREEMENT

By and Between



Inga Health Foundation (formerly known as Maaya Foundation) (hereinafter called "IHF") having its registered Office at Villa Del Mar, #10, Ambalipura, Bellandur Gate, Sarjapura Main Road, Bangalore- 560 102, Karnataka and Administrative office at Hubtown Solaris, Unit 1229, 12th Floor, N. S. Phadke Marg, Andheri (E), Mumbai - 400 069.

And

Mahatma Gandhi Missions Dental College & Hospital (hereinafter referred to as "MGM Dental College") established and administered by the Mahatma Gandhi Mission Trust (MGM Trust) and situated at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, Maharashtra - 410 209.

MGM Institute of Health Sciences (hereinafter called "MGMIHS") a deemed to be University under section 3 of the University Grants Commission Act, situated at Sector 1, Kamothe, Navi Mumbai, Maharashtra 410-209.

Concerned

The Care of Children with Craniofacial Deformities and Cleft Lip and Palate.



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M.G.M. Dental College and Hospital, Kamolne, Navi Mumbai 410 209.



Dr. Rajesh B. Goel Registrar MGM Institute of Health Sciences Navi Mumbai - 410209



#### RECITALS

- A. IHF is a non-profit organization (trust) as defined by the laws of India duly organized, valid and in good standing under the laws of India. The main objective of IHF is to treat, with surgery of the highest standard, the poor and needy population/persons throughout India who are suffering from congenital skull & facial deformities like Cleft Lip, Cleft Palate, Craniofacial deformities etc which affect the said persons not only cosmetically but also functionally and psychologically. IHF with the purpose of achieving its aims and objectives proposes to fund MGM's Cleft and Craniofacial Centre— In association with IHF (Formerly known as Maaya Foundation) run by MGM Dental College in association with MGMIHS.
- B. MGM Dental College is a Dental College established and run by the Mahatma Gandhi Missions Trust (hereinafter referred to as MGM Trust) since year 2003 and is affiliated to the Maharashtra University of Health Sciences (MUHS). The MGM Dental College over the past 18 years established itself as one of the leading Dental colleges in Maharashtra. The MGM Dental College is well equipped with all the required infrastructure, facilities and has very well qualified and experienced faculty associated with it.
- C. MGMIHS is a Deemed to be University established under Section 3 of University Grants Commission Act, 1956 vide Government Notification No. F.9-21/2005-U.3 (A) dated 30.08.2006 issued by the Government of India, Ministry of Human Resource Development, Department of Higher Education, New Delhi. MGMIHS is also registered under the Societies Registration Act, 1860 and BPT Act of 1952. The MGM Medical College and Hospital is a well equipped 750 bedded hospital mainly catering to the health care and medical needs of the people residing in and around the Raigad, Navi Mumbai areas including the nearby rural areas. MGM Medical College is run and administered as a charitable hospital. MGM Medical College is well equipped with the required infrastructure, medical facilities, operations theaters, latest medical equipments and facilities in the health care field. MGM Medical College & Hospital, Kamothe, Navi Mumbai is a constituent unit of MGMIHS.
- D. MGM Dental College & Hospital and MGMIHS, Kamothe, Navi Mumbai are both jointly involved in the setting up, functioning and running of the MGM's Cleft and Craniofacial Centre.
- E. The parties, therefore, to the extent feasible desire to enter into a co-operative, joint effort (the "Collaboration") to substantially increase the number of Cleft and Craniofacial reconstruction surgeries, through financial, technical and other support from IHF.

NOW THEREFORE, THE PARTIES HERETO ARE DESIROUS TO SET OUT THE TERMS OF THIS AGREEMENT IN WRITING AND AGREE AS FOLLOWS:

### 1. OBJECT OF THE AGREEMENT

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The object of this agreement is to create and provide the required infrastructure, facilities and financial aid/assistance to ensure that poor and needy patients in the State of Maharashtra including the Raigad, Thane, Navi Mumbai districts and adjoining areas suffering from congenital skull & facial deformities like Cleft Lip, Cleft Palate, Craniofacial deformities etc can avail the highest standard of medical facilities and medical care and attention. The object purpose and details of the collaboration are more particularly stated and described in 'Attachment A' hereto.

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Dr. Rajesh B. Goel
Registrar
MGM Institute of Health Sciences Page-2
Navi Mumbai - 410209



- (i) IHF agrees and undertakes to provide all the required finances/ financial assistance and pay for all the costs and expenses for the medical treatment (as per Attachment B) and care of a certain number of poor and needy patients suffering from congenital skull & facial deformities.
- (ii) MGM Dental College agrees and undertakes to provide doctors/surgeons who perform the operations/procedures and the required available expertise and infrastructure from all the other dental specialties as and when required.
- (iii) MGMIHS agrees and undertakes to provide the required medical and surgical expertise, infrastructure facilities, ward space, ICU support if required, investigation facilities, operation theatres, medical equipments, apparatus and support staff etc.

#### 3. TERM AND EFFECTIVE DATE

The Parties agree that IHF has commenced the funding of the collaboration as on May 1, 2021 (the "Effective Date") and shall continue until April 30, 2024 (the "funding Period"), unless extended or terminated as provided in the Renewal of Termination sections below.

#### 4. OBLIGATIONS OF THE PARTIES

#### A. MGM Dental College

- i. MGM shall engage surgeons & others empaneled by IHF (Refer Attachment C) as panel consultants and provide in house anaesthetists. In the event of complex surgeries or if in house anaesthetists are unavailable, IHF shall engage services of anaesthetists empanelled by IHF who shall be panel consultants of MGM with prior approval of MGM. MGM Dental College shall provide the Maxillofacial surgeons and the infrastructure for performing the operations/procedures.
- MGM Dental College shall make efforts to provide the expertise and infrastructure from the other dental specialties as and when required.
- iii. The Maxillofacial Surgeons from the MGM Dental College involved in this Cleft and Craniofacial Centre will be responsible for any research work conducted on the patients treated at the Centre. They will ensure that all scientific and ethical standards are maintained and all required clearances are sought.
- iv. MGM Dental College shall provide IHF with complete patient information for each surgical case conducted through funding of the collaboration. MGM Dental College shall provide these completed records to IHF on a monthly basis along with the monthly bills.
- v. MGM Dental College will submit a monthly statement signed and sealed by the concerned authority for the cases operated for which complete information has been supplied by MGMIHS, in the details & format prescribed (Attachment B) by IHF.
- vi. Immediately following the Effective Date, MGM will implement credentialing and monitoring procedures in accordance with IHF's Safety and Quality Improvement Protocol (Attachment E). MGM acknowledges that —



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IHF has developed the Protocol for the express purpose of ensuring and maintaining high safety standards, quality improvement and quality control,

- (ii) The adoption and continued implementation of the Protocol by MGM is a condition to IHF's obligations hereunder. In the event that any patient is harmed in any manner that is not in the ordinary course of cleft and craniofacial operations (Sentinel Event: death of the patients) MGM will immediately notify IHF of such event and
- (iii) Implement the review process (Attachment E) set forth by IHF for Sentinel Event protocol. As part of the Protocol, MGM specifically undertakes to report all sentinel events within 24 hours of the event's occurrence using IHF's Reporting Form.
- vii. MGM Dental College shall be responsible for maintaining the office of MGM's Cleft and Craniofacial Centre – In association with IHF (Formerly known as Maaya Foundation) located in the Dental College premises.
- viii. On a semi-annual basis, the representatives of MGM Dental College will meet with representatives of IHF to evaluate the progress of the project. At the time of each meeting, MGM Dental College will provide IHF with a narrative report (consisting of the monthly reports) based on the case sheets and cases done under this agreement documenting the progress of the collaboration. The report shall have monthly/month wise breakdown of the number of surgeries performed, split up by the categorization of surgical treatment. The parties shall mutually decide with prior intimation to each other the venue, date and time of each of the meetings.
- ix. MGM Dental College agrees to participate in IHF CLP Database (A free, global, cleft and craniofacial care database) by submitting the completed patient record information, which includes the patient consent form to share this information (which will be filed at the IHF office), besides the surgery.
- x. At the end of every year of operation MGM Dental College will submit a final written report that includes progress of the project to date and outlining the specific programs planned for the coming year.
- xi. At the end of every period of 12 months from execution of this Agreement the duly authorized representative of MGM Dental College shall provide to IHF a certificate confirming the use of the Funded Amount.

## B. MGMIHS

- i. MGMIHS shall engage surgeons/doctors required to perform the operation and procedures. MGMIHS will empanel Anesthetists in all cases in addition to using in house anaesthetists. IHF may refer/suggest doctors and/or surgeons to be engaged on case to case basis (Refer Attachment C). The prior written consent and approval of the Medical Superintendent of the MGM Medical College and Hospital shall be taken.
- ii. MGMIHS shall make all efforts and endeavours to provide the facilities as stated herein. The Speech Therapist will be provided as and when required, subject to availability.
- iii. As regards the care of patients, MGMIHS and MGM Dental College in collaboration with the surgical team, will follow guidelines & protocols (Attachment D) laid down by IHF, in choosing patients for treatment, using methods of treatment & necessary documentation. ('SAFETY AND QUALITY IMPROVEMENT PROTOCOL INCLUDING INSURANCE').

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.G.M. Dental College and Hospital, Kamothe, Navi Mumbai 410 209. LUDING Page-4



- MGMIHS shall provide IHF with complete patient information for each surgical case conducted through funding of the collaboration. MGMIHS shall provide these completed records to IHF on a monthly basis along with the monthly bills.
- Immediately following the Effective Date, MGMIHS will implement credentialing and monitoring procedures in accordance with IHF's Safety and Quality Improvement Protocol (Attachment E).
- vi. MGMIHS acknowledges that:-
  - IHF has developed the Protocol for the express purpose of ensuring and maintaining high safety standards, quality improvement and quality control.
  - The adoption and continued implementation of the Protocol by MGMIHS is a condition to IHF's obligations hereunder. In the event that any patient is harmed in any manner that is not in the ordinary course of cleft and craniofacial operations (Sentinel Event: death of the patients) MGMIHS will immediately notify IHF of such event and Implement the review process (Attachment E) set forth by IHF for Sentinel Event protocol.
  - As part of the Protocol, MGMIHS specifically undertakes to report all sentinel events within 24 hours of the event's occurrence using IHF's Reporting Form.
  - On a semi-annual basis, the representatives of MGMIHS will meet with representatives of IHF to evaluate the progress of the project. At the time of each meeting, MGMIHS will provide IHF with a narrative report (consisting of the monthly reports) based on the case sheets and cases done under this agreement documenting the progress of the collaboration. The report shall have monthly/month wise breakdown of the number of surgeries performed, split up by the categorization of surgical treatment. The parties shall mutually decide with prior intimation to each other the venue, date and time of each of the meetings.

## C. Inga Health Foundation (IHF)

- (i) IHF will contribute financial support as per 'Attachment B'.
- (ii) The Funded Amount will be for the exclusive services provided by MGM Dental College and MGMIHS such as infrastructure & clinical support services. MGM Dental College/ MGM Medical College & Hospital shall invoice IHF on a monthly basis, by the 5<sup>th</sup> of the succeeding month. All Payments of the month in concern will be made at the end of the succeeding month. The payments shall be made in the name of "MGM Dental College and Hospital" or "MGM Medical College & Hospital" based on the service provided & invoices raised by the respective hospitals.

Bank Details for wire transfer are as follows:

MGM Medical College & Hospital, Kamothe

IDBI Bank, Kalamboli Branch, Account No. - 725102000001106, IFSC - IBKL0000725

MGM Dental College and Hospital Cleft and Craniofacial Centre

IDBI Bank, CBD Belapur Branch, Account no. – 0183104000340083, IFSC IBKL0000183

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- (iii) All surgeries shall be performed by Maxillofacial surgeons from MGM Dental College. The parties agree that in certain complex or special cases or surgical missions IHF will refer/suggest surgeons/doctors or provide MGMIHS with a team of empanelled surgeons to conduct surgeries. The prior written approval of Medical Superintendent of MGM Medical College shall be taken in this regard.
- (iv) IHF will provide guidelines and protocols (Attachment F) for treatment & management of patients & patient services.
- (v) IHF shall ensure that efforts are made to operate on the patients at the earliest.

### 5. REPRESENTATIONS OF THE PARTIES

## A. MGM Dental College / MGMIHS

MGM Dental College and MGMIHS validly exist and in good standing, duly registered under Societies & Trust Act, with the Statutory Authorities and have the requisite authority to carry on its activities mentioned herein. Any change to this status shall be reported immediately to IHF.

#### B. IHF

IHF is a not-for-profit Trust, as defined by Indian Societies and Trusts Act, duly registered, validly existing and in good standing under the laws of India and has the requisite corporate authority to carry on its activities as now being conducted. Any change to this status shall be reported immediately to MGM Dental College and MGMIHS.

## 6. REVIEW MEETINGS

A review meeting shall be held at the end of the financial year (yearly meeting) wherein the representatives from MGM Dental College, MGMIHS and IHF will meet to assess the progress of the work carried out under this agreement and of the funding efforts/financial needs. The decision to continue the project will be in consultation with the said organisations involved i.e MGM Dental College, MGMIHS and IHF. The parties shall at the review meeting decide on the renewal of the agreements and agree upon terms and conditions as may be mutually agreed by and between the parties.

In case either of the parties is desirous not to renew the agreement or discontinuing the work under the agreement, a minimum of 90 days written notice shall be required to be given. During the said 90 days period the parties shall be bound to comply with their respective obligations and duties under this Agreement. The parties shall undertake only such work/operations which shall be completed (including recovery and post operation period) within the said 90 days period. IHF agrees and undertakes to pay all the bills as per the procedure during this 90 day period.

## 7. INFRASTRUCTURE REQUIREMENTS

MGM Dental College and MGMIHS shall make all efforts to provide the following services (on a need basis) to the patient:-

- 1. Admission/Case sheet
- All routine investigations (As necessary/on need basis) Blood tests, ECG, Electrolytes Serology, Chest X-rays
- 3. Paediatric review (As necessary/on need basis)
- Physician review (As necessary/on need basis)

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Page-6
MGM Institute of Health Sciences
Navi Mumbai - 410209



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M.G.M. Dental College and Hospital, Kamothe, Navi Mumbai 410 209.



ENT review (As necessary/on need basis)

- O.T. Procedure
- . Available ICU facilities
- Concessional / Charitable ward with food and stay as required
- 9. Suture removal / Sedation / O.T.
- 10. Medicines
- To and Fro transportation fares for patient and guardian as per state transport /railway fare during admission and one follow-up.
- 12. Comprehensive patient care including Orthodontics/ Dental, Speech Therapy, Patient Welfare, Project Manager Expenses and Search & awareness expenses etc.

The consulting doctor, surgeon, pediatrician or anesthetists shall decide the need and necessity of the services.

## 8. PUBLIC RELATIONS/PUBLICATIONS

IHF reserves the right to publicize the cooperative efforts between the parties through the use of literature, photographs, video film production and other media. IHF will also issue press releases and have the option to hold press conferences to announce the project and its progress over the duration of the funding period. MGM Dental College and MGMIHS shall also have the same rights as that of IHF in respect of public relations.

The parties agree to be receptive to assisting in each other's efforts for publicity and/or additional fundraising. The parties agree, acknowledge and accept that the words "IHF/Maaya" and the logo of the IHF are the exclusive intellectual property of IHF.

The parties agree that all rights of and for publication of every kind and nature concerning the co-operation between them lie JO!NTLY with the parties (e.g. Photographs, Press, TV, Radio, Internet, Videc). The parties will aid and assist each another in their efforts to publish the mutual activities. The parties grant each another, without prior consent, authority to use its name and/or corporate logo-when publishing their co-operation. The said concession is valid only during the funding period or till the duration of the project/term of this agreement.

MGM Dental College and MGMIHS agrees to refer in its own publications to the cooperation with IHF.

MGM Dental College and MGMIHS will affix or display at an appropriate place a name plate of a size considered appropriate by MGM Dental College and MGMIHS with the following inscription: MGM's Cleft and Craniofacial Centre— In association with IHF (Formerly known as Maaya Foundation)



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Centre For Skull & Facial Deformities

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Dr. Rajesh B. Goel Registrar MGM Institute of Health Sciences Navi Mumbai - 410209





MGM Dental College and MGMIHS will accept one of the surgeons at the centre under the designation of "Centre Director by IHF". All clinical matters shall be reported to the Centre Director of the Cleft & Craniofacial Project, Dr. Adil Gandevivala, who will be completely responsible for services provided, management of the centre, for communication and collaboration with IHF.

Similarly, MGM Dental College and MGMIHS will report all administrative matters to the Administrator of the Cleft & Craniofacial Project- Mrs Sangeeta Dave, who will be completely responsible for Patient Recruitment, Comprehensive care and other administrative duties.

#### 10. LIABILITY

Anaesthetists/surgeons/doctors of IHF, MGM Dental College and MGMIHS and other medical professionals working for the IHF project from MGM Dental College and MGMIHS will assume liability for all medical treatment, interventions. MGM Dental College and MGMIHS agree, during and after termination of this agreement to indemnify IHF, its affiliates, members, officers, directors, employees, agents and representatives (each such person, an "Indemnified Party") against all losses, damage, liability and expenses incurred as a result of a violation of this agreement and from all claims, damages, causes of action or suits of any person arising from medical treatment, intervention and care and from all acts and omissions in connection with the performance of this agreement, except to the extent IHF surgeons/anaesthetists are legally liable for the operation done and treatment given by them.

MGM Dental College and MGMIHS shall be responsible for compliance with all laws, statutes, ordinances, orders or codes of any public or governmental authority pertaining to this agreement, and for payment of all taxes, permits, license and registration fees and other charges or assessments arising out of the establishment and operation of the co-operation. IHF is indemnified from the above said responsibilities.

## 11. TERMINATION

- A. This agreement may be terminated by either party without assigning any reasons and by giving 90 days notice of its intention to do so, in writing to the other or at the end of the period of this agreement, if not renewed.
- B. Notwithstanding the above, either party reserves the right to terminate this agreement by giving one month's notice (30 days), at its sole discretion, in the event of fraud, gross violation of medical standards or wilful and malafide misrepresentations of facts.
- C. The agreement shall also stand terminated forthwith if so directed by any statutory body or government department acting within the framework of the law.
- D. On the termination of this agreement, MGM Dental College and MGMIHS shall return all records, publicity material, brochures, etc. pertaining to the Project, and furnish to IHF a full accounting of the disbursement of funds and expenditures incurred under the grant up to the effective date of termination. IHF shall pay for all the expenses and all the pending bills including unbilled amounts shall be cleared and paid (as per Attachment B).

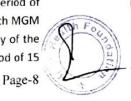
E. All equipments funded by IHF, shall remain the property of IHF. In the event that the project & the agreement stands terminated, IHF reserves complete rights to repossess within a period of 15 days the said equipments & instruments & re-deploy it to another centre, failing which MGM Dental College and MGMIHS shall not be responsible or liable for the upkeep and safety of the said equipments. In the event IHF fails to repossess the said equipments within the period of 15

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M.G.M. Dental College and Hospital,
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MGM Institute of Health Sciences Navi Mumbai - 410209



days, MGM Dental College and MGMIHS shall be at the liberty and is hereby unconditionally permitted to use ( free of cost/without any payments of whatsoever nature) or dispose the said equipment as it deems fit and proper. IHF agrees and undertakes that in such an eventuality, IHF shall have no claims of whatsoever nature against MGM Dental College and MGMIHS.

On termination IHF shall pay the unpaid balance of all expenses incurred by MGM Dental College and MGMIHS and also the outstanding bill amount as agreed by IHF for funding.

#### 12. Disputes

The parties agree that all disputes, difference and issues shall be sorted out/worked out by and between the parties by mutual discussions and conciliation, failing which through the process of Arbitration under and in accordance with the Arbitration Act 1996. All disputes relating to this agreement shall be subject to the jurisdiction of courts at Navi Mumbai only.

#### 13. AMENDMENT

This agreement shall not be amended or modified except by an instrument in writing signed by all the parties.

#### 14. NON DISCLOSURE

The contents of this agreement are privileged and confidential, and the parties undertake not to divulge the same to any third party without the prior, express written permission of the others. The only exceptions to this will be their duly appointed legal attorneys and advisors or duly empowered statutory bodies and government agencies acting within the requirements of the law. The parties also undertake to institute all reasonable steps to ensure that the confidentiality is maintained within their respective organizations and by their respective employees, agents, contractors, consultants, doctors and staff.

## 15. OTHERS

- A. This agreement is on a 'principal-to-principal' basis and it does not confer any right to either party to represent the other, act on its behalf as its agent or authorized representative, issue public statements, make commitments of any kind or claim any relationship beyond the one provided in the agreement. It is explicitly acknowledged by the parties that the term 'partnership/collaboration' in the context of this Agreement does not constitute a partnership
- B. In the event of any dispute arising out of this agreement, the parties accept and acknowledge that the laws of India shall apply, and the same shall be resolved by arbitration as per the Arbitration and Reconciliation Act 1996.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates written below:

For Inga Health Foundation:

G.S. Ganesh Chairman

Witness:

Date:

Place:

For MGM Dental College and Hospital

M.G. Megental College and Hospital,

Date:

Dr. Rajesh B. Goel Registrar MGM Institute of Health Sciences

Navi Mumbai - 410209

Page-9

M.G.M. Dental College and Hospital, Kamothe, Navi Mumbai 410 209.



For MGM Institute of Health Sciences

Dr. Rajesh B. Goel Registrar

Dr. Rajesh Goel

MGM Institute of Health Sciences

Navi Mumbai - 410209

Witness

Date :-

Place:-

Vavi Mumbai

#### ATTACHMENT A: PROJECT SUMMARY

Title of Project:

MGM's Cleft and Craniofacial Centre - In association with IHF

## Project Description/Objectives:

It is estimated that approximately 60,000 children are born with this birth defect i.e cleft lip and cleft palate in India each year. A large majority of these children (estimated at 80%) grow into adulthood without receiving any reconstructive surgery for want of finances/monies. The goal of the IHF Cleft & Craniofacial Programme is to provide financial assistance to MGM's Cleft and Craniofacial Centre-In association with IHF so as to perform a significant number of cleft reconstructive surgeries and craniofacial surgeries by providing a full and comprehensive rehabilitation package of services to as many affected children as possible.

Funding support to achieve this objective will be provided by IHF as part of its global commitment to helping children born with cleft lip and cleft palate. The surgeries will be conducted through the MGM Dental College and MGMIHS.

It is estimated that as a result of this funding, at least 300 reconstructive surgeries that include cleft / craniofacial surgeries will be performed per financial year. The financial support for surgeries is further outlined in 'Attachment B'.

For Inga Health Foundation:

G.S. Gahesh Chairman

Witness:

Date:

Place:

For MGM Dental College and Hospital

Witness:

Date: Place:

For MGM Institute of Health Sciences

Dr. Rajesh Goel

Dr. Rajesh B. Goel

Registrar

Registrar

MGM Institute of Health Sciences

Navi Mumbai - 410209

Witness Date :-

## ATTACHMENT B: SCHEDULE OF FUNDING SUPPORT BY CATEGORY OF SURGERY

SR. NO.	INTERVENTION / TYPE OF SURGERY PAYMENT IN INDIAN RUPEES / PER SURGERY	
	PROCEDURES	AMOUNT (INR)
1	Cleft Lip and Palate	22,000.00
2	Maxillofacial	44,000.00
3	Craniofacial**	70,000.00

\*\*Note: Maximum bill amount up to Rs 70,000

Note: Rates will be same during the contract period and will be reviewed after the 3 years lock-in period.

For Inga Health Foundation:

G.S. Ganesh Chairman

Witness:

Date:

Place:

For MGM Dental College and Hospital

Dr. Srivalli Natarajan Beam. Dental College and Hospital, Kamothe, Nazi Mumbai 410 209.

Witness

Date:

Place:

For MGM Institute of Health Sciences

Dr. Rajesh B. Goel

Registrar

Institute of Health Sciences

Dr. Rajesh Goel

Navi Mumbai - 410209

Witness

Date:-

## ATTACHMENT C: EMPANELMENT OF SURGEONS & OTHER CONSULTANTS

The nominated surgeons & care providers for each specialty from IHF & MGM are as follows:

- 1. Prof. Dr. Krishna Shama Rao Craniofacial Surgeon
- 2. Dr. Adil Gandevivala Oral and Maxillofacial Surgeon
- 3. Dr. Chetana K Maxillofacial Surgeon
- 4. Dr. Rolson Sandeep Maxillofacial Surgeon
- 5. Dr Tarun Jain Surgeon
- 6. Dr Mohd Shakeel Surgeon
- 7. Dr. Srivalli Natarajan Oral and Maxillofacial Surgeon
- 8. Dr Jeetendra Gavhane-Pediatrician (PICU Incharge)
- 9. Dr. Shrirang Sevekar Pediatric dentist
- 10. Dr. Varsha Patel Dentist
- 11. Dr. Amol Mhatre Orthodontics
- 12. Dr. Jyoti Nadgere Prosthodontics
- 13. Dr. Dattatray Bhusare Pediatric Surgery
- 14. Dr. Neeraj Patni Neurosurgery
- 15. Dr. Olywna D'Souza Anesthesiology
- 16. Mrs Neha Patil Speech Therapist

The non medical consultants are as follows:

- 1. Mrs Sangeeta Dave Administrator
- 2. Mrs Ankita Patil Cleft Nurse
- 3. Mr Naresh Patil Operation Theatre Technician
- 4. Mr Balaji Sagar Patient Recruitment Manager

The parties agree that the aforesaid list is subject to change (additions/deletions)

or Inga Health Foundation:

G.S. Ganesh Chairman

Witness:

Date:

Place:

For MGM Dental College and Hospital

Dr. Srivalli Natarajanan

Deling.M. Dental College and Hospital, Nav. Mumbai 410 209.

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Place:

For MGM Institute of Health Sciences

Dr. Rajesh B. Goel

Registrar

Dr. Rajesh Goel

MGM Institute of Health Sciences

Navi Mumbai - 410209

Witness

Date:-

## ATTACHMENT D: GUIDELINES AND PROTOCALS FOR PATIENT CARE

Cleft Lip and Palate and Maxillofacial Surgery patients will be selected by the In-charge of the particular center.

All Craniofacial surgery cases will have to be pre-approved by the medical director of IHF in advance.

- Clinical Photographs, necessary facial scans, investigations will have to be performed before the craniofacial surgery cases are sent to the Medical Director for approval.
- Children undergoing surgical repair to clefts will be accommodated in a children's surgical environment, to reduce the risk of transmission of infection by children admitted as medical emergencies.
- 3. The inpatient area should be fully staffed by RSCN trained nurses.
- Resident pediatric, surgical and anesthetic staff who are experienced in the management of fluid balance, pain control, airway and respiratory problems must be available at all times.
- Ideally there should be a Pediatric Specialist Registrar resident on the unit or rapidly available on call.
- 6. Together with the surgeon, the peri-operative care of children should be the responsibility of anesthetists trained in pediatric anesthesia and the facilities of a Pediatric Intensive Care Unit (PICU) should be easily available with a protocol for the transfer of the few patients who will need pediatric intensive care.
- There should be adequate opportunity to assess the child prior to surgery and there should be appropriate facilities and equipment available for postoperative monitoring.
- 8. Appropriate facilities for parents, cares and children are essential. Some will have travelled very long distances to the centre for treatment. It is essential that facilities are available both for parents and for other appropriate family members. These will include accommodation, parking, food, laundry and be in accordance with those expected at the tertiary centers. Overnight accommodation should be guaranteed for a minimum of one, but preferably both parents.
- All parents will be informed about the hospital travel costs scheme. A designated member of the team (staff) should inform patients about benefits and other assistance which may be available to them.

For Inga Health Foundation:

G.S. Ganesh Chairman

Witness:

Date:

Place:

For MGM Dental College and Hospital

DM Srivall Natural ange and Hospital, Deanamothe No. 1 Number 410 209.

Witness: Demona

Date: 22/1/2

Place: Navi Mumba

For MGM Institute of Health Sciences

Dr. Rajesh B. Goel Registrar

Dr. Rajesh Goel Navi Mumbai - 410209

Witness

Date :-Place:-

Wari Mumbai

## ATTACHMENT E: SAFETY AND QUALITY IMPROVEMENT PROTOCOLS

#### Safety Protocols:

The following essential items should be present at all times during and post-surgical procedures.

### 1. Oxygen:

The Anesthetist is to confirm prior to the start of any surgery that a separate reserve oxygen supply is in place for and dedicated to each operating table. A reserve supply, an average of a tank per 2-3 beds, must also be available in the Recovery Room. A reserve supply of one tank per ward must also be available in Post-Operative areas.

#### 2. Blood:

The surgeon has to confirm the blood group of all the patients and adequate blood of the patient's group has to be reserved on the day of the surgery, in case need be.

## 3. Emergency Drugs:

The Anesthetist should confirm before the start of the surgery, the availability of adequate stock of emergency and life saving medicines. The pediatrician can also help the Anesthetist in arranging the drugs. The Nurse In-charge should inspect all drugs on routine basis to check for expiry and replace the drugs after the expiration date.

## 4. Post-operative management:

Rigorous monitoring of the patient in the recovery room and post-operative wards is mandatory. The recovery room nurse must be qualified in pediatric advanced life support, in case of emergency. The recovery room and post-operative ward must be equipped with a monitor capable of pulse oximetry and a suction machine for the exclusive use of postoperative patients.

### 5. Sterilization:

All instruments that will be used for surgery and post-operative care must be sterile. The surgical instruments should be autoclaved using indicator strips to confirm the sterility. All procedures should be followed using aseptic principles in accordance with the Universal policy of asepsis.

For Inga Health Foundation:

G.S. Ganesh Chairman

Witness:

Date:

Place:

For MGM Dental College and Hospital

Witness:

For MGM Institute of Health Sciences

Dr. Rajesh B. Goel Registrar

Institute of Health Sciences Dr. Rajesh Goel Navi Mumbai - 410209

Witness

Date :-

## ATTACHMENT F: GUIDELINES AND PROTOCOLS FOR TREATMENT AND MANAGEMENT OF PA-TIENTS AND PATIENT SERVICES

**Age:** Patient should be at least 6 months of age for cleft lip surgery and 12 months of age for cleft palate. Maxillofacial and Craniofacial surgery patients can be younger if the Medical Director of Inga Health Foundation has approved the case and Anesthesiologist are competent to manage the patient. In such case Anesthetist trained in pediatric anesthesia is highly recommended.

- Surgery selection: Cleft patients will be selected by the In-charge of the particular project. Maxillofacial and Craniofacial surgery patients will have to be pre-approved by the Medical Director.
- 3. Scheduling: Patients younger than 2 years will be posted early in the day. If two patients of same age are present, then cleft palate should be given preference. Cleft palate patients should be avoided as last patients of the day, if possible. When scheduling Maxillofacial and Craniofacial surgery patients, a bed must be reserved in the pediatric ICU. The pediatric intensivist must be informed in advance for post-operative management.
- 4. Patient factors: The minimum weight of the patient for cleft lip surgery, the parties shall follow the WHO guidelines. The patient should be at least two SD from normal. Any patient below this recommended range should be enrolled in the nutrition program and surgery deferred until adequate weight and Hb is attained. In case of low Hb, the patient will be counseled by the Pediatrician and relevant medications to improve the Hb will be given to the patient. The patient has to be followed up at regular intervals to check for the increase in HB. Under NO circumstances should Pre-operative blood transfusion to improve Hb be administered. Blood transfusion should be limited to post-operative patients in whom excessive blood loss has happened during the surgery.
- 5. Surgery Technique: The attending surgeon will be the best guide on the selection of the technique of the surgery. If the surgeon is not credentialed or is a trainee, the in-charge of surgery should be making the decision and the surgeon will operate under complete and direct supervision. Inga Health Foundation will NOT take responsibility of the surgery if not performed by an Inga Health foundation empanelled Physician.
- 6. Postoperative Medication: The In-charge of the project will decide on the use of post-operative medications. This includes antibiotics, analgesics and other medications as necessary.

For MGM Dental College and Hospital For Inga Health Foundation: S. Snila Dr. Srivalli Natarajan ege and Hospital, G.S. Garesh Chairman Dean amothe, Navi Mumbai 410 209. Witness: Date: Place: For MGM Institute of Health Sciences 4 0 N Dr. Rajesh B. Goel Registrar ATTESTED BY ME MGM Institute of Health Sciences Dr. Rajesh Goel Navi Mumbai - 410209

Witness

Date :-Place:-

2 DEC 2021

B.Com., LL.B., G.D.C. & A

NOTARY GOVT. OF INDIA Reg. No. 5873.

Adv. ASH