

**AGREEMENT BETWEEN the DIRECTOR, HEALTH SAFETY AND REGULATION, HIMACHAL PRADESH AND HOSPITAL/DIAGNOSTIC CENTRE**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2011 between the Govt. of Himachal Pradesh through Director, Health Safety & Regulation, Health & Family Welfare Department, Himachal Pradesh having its office at SDA Complex Kasumpti, Shimla (here-in after called DHSR, which expression shall, unless repugnant to the context or meaning thereof include its successors legal representatives and assigns) of the First Part

**And**

\_\_\_\_\_ (Name of the Hospital/ Diagnostic Centre with Address) through \_\_\_\_\_ R/o \_\_\_\_\_

working as \_\_\_\_\_ authorized to execute /sign the agreement vide resolution No. \_\_\_\_\_ dated \_\_\_\_\_ (here-in-after called Private Hospital/ Diagnostic Centre which expression shall, unless repugnant to the context of meaning thereof, include its successors and assign) of the second part.

Whereas, the Department of Health and Family Welfare, Government of Himachal Pradesh providing comprehensive medical care facilities to the State Government employees/ pensioners.

**AND WHEREAS**, the Government of Himachal Pradesh proposes to provide treatment facilities and diagnostic facilities to the State Government beneficiaries in the Private Recognized Hospital/Diagnostic centres within and outside the State of Himachal Pradesh as per the new policy notified on 21<sup>st</sup> June, 2008 for granting recognition/empanelment to private hospital/health institution/diagnostic labs within & outside the State both in private & Govt. sectors for treatment & reimbursement of the expenses to the Government employee/their dependents & pensioners.

**AND WHEREAS** \_\_\_\_\_

\_\_\_\_\_ (Name of the Hospital) offered to give the following treatment /diagnostic facilities to the State Government beneficiaries as per the aforementioned new policy notified on 21<sup>st</sup> June 2008 in the Hospital/ Diagnostic centre \_\_\_\_\_

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. **DEFINITIONS & INTERPRETATIONS**

1.1 **The following terms and expressions shall have the following meanings for the purposes of this agreement:**

1.1.1 **“Agreement”** shall mean this agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.

1.1.2 **“Benefit”** shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.

1.1.3 **“State Government Beneficiary”** shall mean a person who is eligible for treatment etc. under this agreement and includes a State Govt. employee/pensioner and other categories as may be notified by the Govt. of Himachal Pradesh.

1.1.4 **“Diagnostic Centre”** shall mean the  

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*( Name of the Diagnostic Centre)* performing tests/ investigations X-ray etc.

1.1.5 **“Emergency”** shall mean any condition or symptom resulting from any causes, arising suddenly and if not treated at the earliest convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.

1.1.6 **“Empanelment”** shall mean the hospital/ diagnostic centre authorized by the Govt. of Himachal Pradesh for treatment purposes for a particular period.

1.1.7 **“DHSR”** shall be the Director, Health Safety and Regulation, Govt. of Himachal Pradesh having its office at Shimla, which expression shall be deemed to mean and include its successors and assigns.

1.1.8 **“Treatment”** shall mean and include the treatment of patients of any age either sex who are suffering from any one or more diseases, illness or infirmity generally treated in one or more departments of Specialty / Super-specialty departments including in the Departments of

General Medicines, General Surgery, Obstetric & Gynecology, Pediatrics, Orthopedics and others and requiring Diagnostics for X-ray/ Radiology services and laboratory services.

- 1.1.9 **“Hospital”** shall mean the (Name of the Hospital) while performing under this Agreement providing medical investigation, treatment and the health care of human beings.
- 1.1.10 **“Recognition of Hospital”** shall mean the Hospital empanelled by the Govt. of Himachal Pradesh for a particular period for providing treatment facilities and procedures etc. to the State beneficiaries.
- 1.1.11 **“De-recognition of Hospital”** shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices or the health care for the State Govt. beneficiaries or infringing any of the sections of this agreement after following certain procedure of inquiry as may be specified by the Govt. of Himachal Pradesh.
- 1.1.12 **“Party”** shall mean either the DHSR or the Hospital /Diagnostic Centre and “Parties” shall mean the DHSR and the Hospital/ Diagnostic centre.
- 1.1.13 **“Reimbursement”** shall mean the rates reimbursed to a beneficiary as defined in Para 9 of the new policy notified on 21<sup>st</sup> June, 2008 for granting recognition/empanelment to private hospital/health institution/diagnostic labs within & outside the State both in private & Govt. sectors for treatment & reimbursement of the expenses to the Govt. employee/their dependents & pensioners.
- 1.1.14 **“Specialized treatment”** shall mean the treatment in a particular Specialty.

## **2 SERVICE**

The Hospital/ Diagnostic Centre shall provide treatment facilities to the State Beneficiaries irrespective of the place of posting or residence.

### **3 CHARGES**

The Hospital / Diagnostic Centre shall clearly inform the State Beneficiaries that the reimbursement of rates to a beneficiary from the State Govt. will be restricted as defined in Para 9 of the new policy notified on 21<sup>st</sup> June, 2008 for granting recognition/empanelment to private hospital/health institution/diagnostic labs within & outside the State both in private & Govt. sectors for treatment & reimbursement of the expenses to the Govt. employee/their dependents & pensioners.

### **4 DURATION**

The institutions/diagnostic labs both on CGHS list and the others that will be empanelled by the DHSR after inspection will be empanelled for the period of CGHS empanelment 2 years or till it is modified or revoked, whichever is earlier. In case an institution/diagnostic lab is removed from the CGHS list the same shall also stand removed from the list of empanelled institutions for the State. The Agreement may be extended for subsequent periods as may be required by the Govt. of Himachal Pradesh through DHSR subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent.

### **5 TREATMENT**

- 5.1 In emergency, the hospital will not refuse admission for want of empanelment / recognition for that treatment. However the question whether there was an emergency or not, being a question of fact will be decided by the A.D. concerned as per Para 11 of the policy. The refusal to provide the treatment to bonafide State Beneficiaries in emergency cases and other eligible categories of beneficiaries, without valid ground, would attract disqualification for continuation of empanelment and other penalties to be decided by the DHSR or any other authority authorized by the Govt. of Himachal Pradesh.

5.2 In non-emergency cases the hospital will provide treatment to State beneficiaries, Pensioners and such other categories as may be notified by the State Government.

## **6. GENERAL CONDITIONS**

6.1 The rate being charged will not be more than what is being charged for same procedure from other patients.

6.2 The empanelled Hospital/Diagnostic Centre shall provide services only for which it has been empanelled by the DHSR.

6.3 The Hospital/Diagnostic Centre agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital/diagnostic centre who shall alone be responsible for the defect and / or deficiencies in rendering such services.

6.4 The Hospital shall immediately communicate to the DHSR about any change in the infrastructure / strength of staff. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of the DHSR. The new establishment of the same Hospital/Diagnostic Centre shall attract a fresh inspection for consideration of continuation of empanelment.

6.5 Authorized signatory / representative of the hospital/diagnostic centre shall attend the periodic meetings held by DHSR as may be required.

6.6 During the visit by DHS/Director, Health Safety and Regulation, HP or any other authorized representative the Hospital authorities will cooperate in carrying out the inspection.

6.7 The Hospital/Diagnostic Centre will not make any commercial publicity projecting the name of DHSR/ Department of Health & Family Welfare or the Government of Himachal Pradesh. However, the fact of empanelment under the Government of Himachal Pradesh shall be displayed at the premises of the empanelled centre.

6.8 The hospital where the treatment has been authorized will not refer the patient to other specialist / other hospital.

## **7 DUTIES AND RESPONSIBILITIES OF HOSPITALS / DIAGNOSTIC CENTRES**

It shall be the duty and responsibility of the Hospital/Diagnostic Centre, at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all the statutory / mandatory licenses, permits or approvals of the concerned authorities as per the existing laws.

## **8 NON ASSIGNMENT**

The Hospital/Diagnostic Centre shall not assign, in whole or in part, its obligations to perform under the agreement, except with the prior written consent of the Government of Himachal Pradesh at its sole discretions and on such terms and conditions as deemed fit by the Government of Himachal Pradesh or any person authorized for the same. Any such assignment shall not relieve the Hospital / Diagnostic Centre from any liability or obligation under this agreement

## **9 HOSPITAL'S / DIAGNOSTIC CENTRE'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD**

The Hospital/Diagnostic Centre is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Hospital Diagnostic Centre is obliged to act within its own authority and abide by the directives issued by the Government of Himachal Pradesh in this context. The Hospital / Diagnostic Centre is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

## **10 TERMINATION FOR DEFAULT**

10.1 The DHSR / Government of Himachal Pradesh may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital/Diagnostic Centre terminate the Agreement in whole or part:

If the Hospital/ Diagnostic Centre fail to provide any or all of the Services for which it has been

recognize within the period(s) specified in the Agreement, or within any extension thereof if granted by the Government of Himachal Pradesh pursuant to the Condition of Agreement or

If the Hospital / Diagnostic Centre fails to perform any other obligation(s) under the Agreement or If the Hospital/Diagnostic Centre, in the judgment of the Government of Himachal Pradesh has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement

10.2 If the hospital / diagnostic centre found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by the DHSR without any notice and thereafter may terminate the Agreement after giving a show cause notice and considering its reply if any, received within 10 days of the receipt of the show cause notice.

10.3 In case of any violation of the provisions of the Agreement by the Hospital/ Diagnostic centre such as (but not limited to), refusal of service, undertaking unnecessary procedures, prescribing unnecessary drugs/tests, deficient or defective service and negligence in treatment, the Government of Himachal Pradesh shall have the right to de-recognize the hospital/diagnostic centre as the case may be.

## **11 INDEMNITY**

11.1 The Hospital / Diagnostic Centre shall at all times, indemnify and keep indemnified the Government of Himachal Pradesh against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Hospital / Diagnostic Centre in execution of or in connection with the services under this Agreement and against any loss or damage to the Government of Himachal Pradesh in consequence to any action or suit being brought against the Government, along with (or otherwise), the Hospital / Diagnostic Centre as a Party for anything done or purported to be done in the

course of the execution of this Agreement. The Hospital / Diagnostic Centre will at all times abide by the job safety measures and other statutory requirements prevalent in Himachal Pradesh and will keep free and indemnify the Government of Himachal Pradesh from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital / Diagnostic Centres/ negligence or misconduct.

- 11.2 The Hospital/Diagnostic Centre will pay all indemnities arising from such incidents without any extra cost to the Government of Himachal Pradesh and will not hold the Government of Himachal Pradesh responsible or obligated. DHSR / the Government of Himachal Pradesh may at its discretion and shall always be entirely at the cost of the Hospital/Diagnostic Centre defend such suit, either jointly with the Hospital/Diagnostic Centre or singly in case the latter chooses not to defend the case.

## **12 ARBITRATION**

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the DHSR and the Hospital/Diagnostic Centre upon or in relation to or in connection with or arising out of the Agreement, shall be referred to the Arbitrator, i.e.the Principal Secretary/ Secretary (Health) to the Government of Himachal Pradesh, who shall pass written award in respect of disputes. The decision of the Arbitrator will be final and binding on both the parties subject to the provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Shimla.

## **13 MISCELLANEOUS**

- 13.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of the Master and Servant or the Principal and Agent between the DHSR and the Hospital/Diagnostic Centre.
- 13.2 The Hospital/Diagnostic Centre shall not represent or hold itself out as an agent of the DHSR/ Government of Himachal Pradesh.

- 13.3 The DHSR/ the Government of Himachal Pradesh will not be responsible in any way for any negligence or misconduct of the Hospital/Diagnostic Centre and its employees for any accident, injury or damage sustained or suffered by any State beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital/Diagnostic Centre or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 13.4 The Hospital/Diagnostic Centre shall notify/inform the Government of any material change in their status and their shareholdings or that of any Guarantor of the Hospital/Diagnostic Centre in particular where such change would have an impact on the performance of obligation under this Agreement.
- 13.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 13.6 In case, the hospital/Diagnostic Centre is wound up or partnership is dissolved, the DHSR shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heir's successor and legal representatives from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.
- 13.7 The Hospital shall bear the entire expenses incidental to the preparation and stamping of this agreement.

#### **14 NOTICES**

- 14.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

DHSR: The Director Safety & Regulation, Health and Family Welfare Department, SDA complex, Himachal Pradesh, Kasumpti, Shimla-9, (HP) Government of Himachal Pradesh

Hospital/Diagnostic Centre with address: ( )

14.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served, even if, it returned with remarks like refused, left, premises locked, etc.

IN WITNESSES WHEREOF, the parties have caused this Agreement to be signed and executed on the day, month and the year first above mentioned.

In the presence of witness:

- 1.
- 2.

Signed by First Party

Director Health Safety and Regulation,  
Department of Health and Family Welfare  
The Government of Himachal Pradesh  
For and on behalf of Govt. of Himachal Pradesh

In the presence of witness:

- 1.
- 2.

Signed by Second Party

For and on behalf of (Hospital/ Diagnostic Centre)  
Duly authorized vide No. ....dated .....of  
(name of Hospital/ DC)