

हिमाचल प्रदेश HIMACHAL PRADESH

A 646199

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

This agreement is made on the 6th day of July 2015 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 there of include its successors legal representatives and assigns) of the First Part

And

Bassuatarakan Indo-American Cancer Hospital & Research Centre Justid
Hospital/ Diagnostic Centre with Plot No 101 Sahjara Hills (Name of the Address) through Haryana
Dr. Vasudev Chaturvedi R/o 1-2-547/31
Plot No 401 Legend Classic Gurgaon Medical Colony Dermal Care Himachal N
working as Vice President authorized to execute /sign the Haryana
agreement vide resolution No. — dated 6.7.15 (here-
in-after called Private Hospital/ Diagnostic Centre



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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 21st June, 2008 and insertion of para 9.6-A in the said policy notified on 13th February, 2013 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 Basavataadikam Indo American Cancer Hospital and Research Instl. (Name of Hyderabad the Hospital) offered to give the following treatment /diagnostic facilities to the State Government beneficiaries as per the aforementioned new policy notified on 21st June, 2008 in the Hospital/Diagnostic centre

Medical, Surgical oncology and radiation.

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

1. DEFINITIONS & INTERPRETATIONS

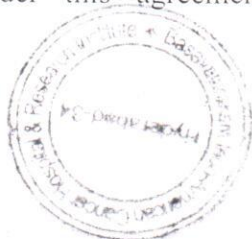
1.1 The following terms and expressions shall have the following meanings for the purposes of this agreement:

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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.



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employee/pensioner and other categories as may be notified by the Govt. of Himachal Pradesh.

- 1.1.4 "Diagnostic Centre" shall mean the *Carex Hospital & Research Centre* performing tests/ investigations X-ray etc. *(Name of the Diagnostic Centre) Hyderabad*
- 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 21st June, 2008 and Para 9.6-A insert in the said policy notified on 13th February, 2013 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 21st June, 2008 and insertion of para 9.6-A in the said policy notified on 13th February, 2013 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



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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.

12(a) JURISDICTION

In case if any dispute arises after arbitration, the jurisdiction for all the legal proceedings shall exclusively be with the Hon'ble Courts 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 Health Safety & Regulation, Health and Family Welfare Department, SDA complex, Himachal Pradesh, Kasumpti, Shimla-9, (HP)
Government of Himachal Pradesh



A handwritten signature in black ink, appearing to read "Manoj", written over a horizontal line.

Hospital/Diagnostic Centre with address: *Basavaraiah Kam Indo-American Cancer Hospital and Research Inst. Road No. 10, Banjara Hills, Hyderabad*

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. *[Signature]*
2. *[Signature]*

Signed by First Party

[Signature]
Director

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. *[Signature]* D. P. Mahajan, Set - III Type III, Basundhal Complex
Kasumpti, Shikha - 9 (H.P.)
2. *[Signature]*

Signed by Second Party

[Signature]

For and on behalf of (Hospital/Diagnostic Centre)
Duly authorized vide No. dated 4.7.15of
(name of Hospital/ DC)

[Signature]
Under Signi Clerk
of HSR

[Signature]



**DIRECTORATE OF HEALTH SAFTY AND REGULATION
RED CROSS BUILDING, NEAR GOVERNOR HOUSE, SHIMLA, HP-171002**

OFFICE ORDER

No. HSR-H (Empanel)OS-5/2012-IV - 2754

6 JUL 2015
Dated/

In pursuance of the Government Notification No. HFW-B(F)1-1/2008 dated 21.6.2008 and No. HFW-B(A)8-1/2003(I/N) dated 13/2/2013, the Government of Himachal Pradesh has entered into an agreement with following private hospital for reimbursement of expenses to the Govt. employees/their dependents and pensioners which are empanelled under CGHS for specialized medical treatment, diagnose. The period of agreement will be two years as indicated below against each subject to the conditions mentioned in this order at point no. 3 below.

2. List of empanelled institutions and the specialty area for which the institution is empanelled.

S.N.	Name of Hospital	Specialty	From	To	Rates approved
1.	Basavatarakam Indo-American Cancer Hospital & Research Institute, Road No. 10, Banjara Hills, Hyderabad	Medical, Surgical Oncology and Radiation	6/7/2015	5/7/2017	Restricted to CGHS (NABH/NABL) approved rates

3. This is subject to the following conditions: -

- 3.1 The issues related to empanelment and reimbursement claim shall be governed under the policy notified in this regard by the Govt. of Himachal Pradesh vide Notification No. HFW-B(F)1-1/2008 dated June 21, 2008 and No. HFW-B(A)8-1/2003(I/N) dated 13/2/2013 & instructions issued hereunder from time to time.
- 3.2 These orders shall remain into force for a period of two years (as mentioned above) subject to the fulfillment of terms and conditions by the institutions concerned and as per para No. 3.4 below.
- 3.3 The hospital will charge CGHS (NABH/NABL) approved rates of concerned city (with discount offered, if any) for medical treatment to HP Govt. Employees, their dependents and pensioners.
- 3.4 The agreement will treated as cancelled automatically if the hospital is de-empanelled by CGHS.

NOTE: For renewal of empanelment, please apply before one month from the date of expiration alongwith all required documents.

Contd.....P/2

The updated list of empanelled health institutions is available in departmental website www.hp.gov.in/dhsrhp

The approved rates of CGHS are available in the website www.cghs.nic.in

(Rameshwar Sharma)
Director,
Health Safety and Regulation
Himachal Pradesh

Endst. No: As above

Dated/

6 JUL 2015

Copy forwarded to: -

1. The Private Secretary to Hon'ble Health Minister Himachal Pradesh.
2. All Administrative Secretaries to the Government of Himachal Pradesh.
3. The Dy. Resident Commissioner, Govt. of Himachal Pradesh o/o Pr. Resident Commissioner 27-Sikendra Road, New Delhi-1.
4. Sh. Arun Chowdhary, Under Secretary to the Govt. of India, Ministry of Health & Family Welfare Department of Health & Family Welfare Nirman Bhawan, New Delhi with the request to please intimate this office about any changing in the status of above hospital.
5. All the Heads of the Departments in HP.
6. The Director of Medical Education & Research, HP, Shimla-9.
7. The Director Dental Health Services, HP, Shimla-9.
8. The Principal, Indira Gandhi Medical College, Shimla-171001.
9. All Chairmans/Managing Directors of all the Boards /Corporations in the State of HP.
10. The Registrar, Hon'ble High Court of HP, Shimla-1.
11. The Secretary, HP Vidhan Sabha, Shimla-1.
12. The Secretary to the Governor of Himachal Pradesh, Shimla-1.
13. The Registrar, HP University, Shimla-5 / Horticulture University, Solan / Agriculture University, Palampur.
14. The Principal, Dr. RPGMC Tanda (Kangra).
15. All the Deputy Commissioners in H.P.
16. All the Chief Medical Officers in H.P.
17. All the Superintendents of Police in H.P.
18. All the District & Sessions Judges in H.P.
19. All the District Treasury Officers, H.P.
20. The Director, Treasury & Accounts, HP, Shimla.
21. Fin. (Pension Cell), HP Sectt. Shimla-2.
22. Addl. Secretary (F.D. Regulations) to the Govt. of HP.
23. Accountant General (Account), HP, Shimla-3.
24. The General Secretary, Himachal Pradesh Pensioners Association, Near Ritz, Shimla.
25. Above hospital.

(Rameshwar Sharma)
Director,
Health Safety and Regulation
Himachal Pradesh
No. 0177-2621383
E-mail ID (dhsrshimla@gmail.com)



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, मंगलवार, 24 जून, 2008 / 3 आषाढ़, 1930

हिमाचल प्रदेश सरकार

HEALTH & FAMILY WELFARE DEPARTMENT

NOTIFICATION

Shimla, the 21st June, 2008

NO. HFW - B (F) 1-112008.- Whereas the matter regarding granting recognition/empanelment to private hospitals/health institutions/diagnostic labs and reimbursement to State Government employees, their dependents and Pensioners within and outside the State was under consideration of the Government.

Now, therefore, in supersession of this department's Notification No. HFW-B (A)8 I/2003(I/N) dated 14.7.2006, Notification No. HFW-B (A) 8-1/2003(I/N-IV) dated 1.11.2007 and all other earlier instructions/office memoranda/notifications/guidelines in the matter concerned, the Governor of Himachal Pradesh is pleased to frame a new policy for granting recognition/empanelment to private hospitals/ health institutions/diagnostic labs within and outside the State both in private and government sectors for treatment and reimbursement of the expenses to the government employees/their dependents and pensioners as per **Annexure-A**. Henceforth the recognition, empanelment to private hospitals/health institutions/diagnostic labs for treatment and reimbursement to H.P. government employees and their dependents and pensioners shall be governed by this Policy.

The private hospitals/health institutions/diagnostic labs recognized/ empanelled at present shall continue to be empanelled till their present period of empanelment ends or till they are granted or refused empanelment under this Policy whichever is later.

It is further clarified that the claims of reimbursement becoming due prior to the date of notification of this Policy shall be decided as per the existing instructions and the claims becoming due after this notification will be decided as per this Policy.

By order, Sd/-
Principal Secretary.

Annexure A

HEALTH AND FAMILY WELFARE DEPARTMENT

New Policy to empanel hospitals/ diagnostic labs and to settle reimbursement claims

1. Introductory:

- 1.1. The Director Health Services (DHS) shall be the nodal agency and the designated authority for the purpose of recognition, empanelment, renewal, reimbursement claims and clarification regarding these issues.
- 1.2. The state government, through the designated authority (i.e. DHS), shall adopt the list of empanelled institutions under the *Central Government Health Scheme (CGHS)* for its employees, their dependents and pensioners as per the procedure defined in this Policy.
- 1.3. The DHS shall empanel the health institutions/diagnostic labs that are on CGHS List as per the procedure defined in this policy.
- 1.4. The DHS shall empanel those institutions/diagnostic labs that are not on CGHS List both within and outside the state as per the procedure defined in this policy.

2. Empanelment: General:

- 2.1. The national level government institutions/diagnostic labs established under the Ministry of Health and Family Welfare, Government of India and other government hospitals/health institutions/diagnostic labs located outside the state shall be empanelled automatically as detailed in 3 below.
- 2.2. The DHS shall examine the CGHS list of empanelled private institutions and shall either adopt it *in-toto* or if he chooses to restrict it, then this restriction should be justified with reasons. The procedure for empanelment of these institutions is given below in point 4.
- 2.3. In cases where the institution/diagnostic lab is not on CGHS list, the Director Health Services shall empanel private institutions after the inspection as per procedure given below in point 5.

3. Automatic Empanelment of Jational Level Government Institutions and

Diagnostic Labs: The government medical/dental colleges, health institutions/diagnostic labs established by the Ministry of Health, Government of India; State Governments and other government bodies/agencies shall be deemed to be empanelled automatically under this Policy. However, the DHS shall notify the first list of all such institutions/diagnostic labs within one month from the notification of this Policy and shall continue to up-date the list regularly and shall publish the list at least once in a year.

4. Procedure to empanel private institutions/labs that are on CGHS list: In case of private institutions/labs already on the empanelled list of CGHS, the DHS will publicize intention of the State Government, within 15 days from the notification of this Policy, to empanel all such institutions/labs without inspection. On the basis of the requests received, the DHS will enter into an Agreement with the willing institutions. The institutions so empanelled shall be notified by the DHS. The list of the empanelled institutions shall be updated by the DHS on regular basis.

5. Procedure to empanel private institutions/ labs located both within and outside the State which are not on CGHS list: In case the Director Health Services gets the request from a private institution/lab located within or outside the state (especially those in Chandigarh, Punjab, Haryana, Pathankot/Jammu area of Jammu and Kashmir and Utrakhand) which has not been empanelled by the CGHS, for empanelment the DHS shall constitute an inspection team for the purpose after receipt of the specified fee for this purpose.

6. Inspection for Empanelment : The Director Health Services (DHS) shall adopt following procedure for inspection of health institutions/diagnostic labs:

6.1. Inspection Team for higher level health institutions located within and outside the State: For the institutions that offer indoor facilities and/or special procedures that are either not available in the government sector within the state or are available only in the medical colleges of the state, the inspection will be done by a State Level Team constituted by the DHS for the purpose. The Team will consist of experts of the concerned discipline depending upon the facilities being offered by the applicant institution/lab. The DHS will take the names of expert member(s) of the inspection team from the Director, Medical Education and Research or the Principals of IGMC, Shimla/Dr RPGMC, Tanda/Government Dental College, Shimla or if required from any other institution of repute as the case may be. In addition at least one faculty member from the State Government's Medical/Dental College, preferably related to the treatment/procedures/tests being offered by the private institution, will also be a member of the team.

6.2. District Level Team for inspection of health institutions/ diagnostic labs located within the State : There will be a standing team under the chairmanship of the Chief Medical Officer (CMO) of the district that will be notified by the DHS within 15 days after the publication of this Policy. The team will inspect the private institutions/diagnostic labs located in a district and willing to get empanelled with the state government for treatment/procedures/diagnostic tests which are available in the District or Regional/ Zonal Hospital (if a Regional/Zonal Hospital is located in that district). In case of procedure and/or treatment/diagnostic test being offered is not available in the government hospital/lab located in the district (District, Zonal or Regional as the case may be), the private institution/lab will have to apply to the DHS and the inspection will be done by the State Level Team. In other cases the private

institutions/labs can directly apply to the CMO who will get the inspection done and send the report to the DHS for further action.

6.3. Time Limit for Inspection: Once the application is made to the DHS for inspection by an institution all formalities including inspection, submission of inspection report, decision on the report (whether in institution is to be empanelled or not) shall be completed within specified time limit. For this purpose all applications received till 5th of a month shall be disposed off within that month. In case the application is received after 5th of the month same shall be decided in the next month, if it is not possible to be disposed off within that month. The District Level Team shall inspect and submit report of inspection as per the Checklist with clear recommendation to the DHS within a period of 20 days from the date of receipt of application from the private institution.

6.4. Checklist for Inspection: A detailed Checklist will be prepared for inspection by the Director Health Services which will be exhaustive and clear. This will lead to transparency and objectivity in the process of empanelment. The checklist will be prepared within a period of 15 days from the date of notification of this Policy. The checklist will then be sent to the government for approval and final decision on the checklist will be taken within seven days after it is received by the state government.

6.5. Inspection Fee : The DHS shall collect the inspection fee from the private health institutions willing to get empanelled as per the following rates: fee of rupees 15,000 shall be charged for an inspection if it is to be made by the State Level Team for an institution/lab located within the state; fee of rupees 5,000 shall be charged for an inspection to be done by the District Level Team. In case of institutions located in the following states/UTs, fee of rupees 25,000 shall be charged: Punjab, Haryana, Chandigarh, Uttranchal, Jammu. In case of institutions located in Delhi inspection fee of rupees 30,000 shall be charged and for institutions located at other places in the country a fee of rupees 35,000 shall be charged.

6.6. Frequency of Inspection : The inspection shall be carried out before empanelment and after every two years. In addition, the DHS can decide to inspect the institution whenever required. The expenses of the inspection shall be borne by the private health institution/diagnostic lab.

7. Period of Empanelment: The institutions/diagnostic labs both on CGHS list and the others that will be empanelled by the DHS after inspection will be empanelled for the period of two years. 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. In case the DHS gets a complaint with regard to any institution/diagnostic lab he shall get the matter inquired into. In case the complaint is found correct and he feels that the institution/diagnostic lab needs to be removed from the list of Empanelled List he shall give due opportunity of being heard to the concerned institution/diagnostic lab and then decide the matter.

8. Procedure regarding the private health institutions/ diagnostic labs that are already empanelled : In case of private health institutions/diagnostic labs located both within and outside the state that are already empanelled the empanelment shall continue till the period specified in the existing Agreement. There will not be any renewal of present agreement and new Agreement will be signed under the new policy.

9. Reimbursement:

- 9.1. Both out-patient and indoor treatment/diagnostic tests taken in hospitals/health institutions/diagnostic labs located within and outside the state will be reimbursable subject to rate restrictions as described below.
- 9.2. The expenses incurred for treatment in all government institutions/diagnostic labs located within the state will be fully reimbursable.
- 9.3. The expenses incurred for treatment in all empanelled government institutions/diagnostic labs located within and outside the state (as mentioned in point 3 above) will be fully reimbursable.
- 9.4. In case treatment is taken in a private empanelled institution located within the state and the procedure/test is available in the government hospital located in that district (district/zonal/regional hospital), the reimbursement amount shall be restricted to the rates of Rogi Kalyan Samiti (RKS) of the concerned hospital.
- 9.5. In case treatment is taken in a private empanelled institution located within the state and the procedure/test is available in the IGMC, Shimla (and attached hospital i.e. Kamla Nehru Hospital of Mother and Child Care)/Dr RPGMC, Tanda/Government Dental College Shimla, reimbursement shall be restricted to the rates of the concerned institution's RKS.
- 9.6. The rates of reimbursement for treatment taken in an empanelled institution located outside the state shall be restricted to the rates of the RKS of IGMC, Shimla/ Government Dental College, Shimla or Dr RPGMC Tanda as the case may be depending upon the nature of procedure in case the treatment/procedure is available in these government institutions.
- 9.7. For treatment taken in an empanelled institutions located outside the state and if the procedure/test is not available in the IGMC, Shimla/Dr RPGMC, Tanda/Government Dental College Shimla, the reimbursement shall be restricted to actuals or the rates of PGIMER, Chandigarh or AIIMS, Delhi or CGHS whichever is the lowest.
- 9.8. In case there is no PGIMER Chandigarh/AIIMS Rate the reimbursement shall be restricted to the CGHS rates or actual whichever is lower.
- 9.9. In case treatment is taken in a non-empanelled institution in emergency, reimbursement shall be restricted to the rates of IGMC Shimla/Government Dental College, Shimla. In case the procedure/treatment is not available in the IGMC, Shimla/Government Dental College, Shimla the rates of PGIMER Chandigarh/AIIMS, Delhi/CGHS or actual whichever is least shall apply. In case there are no such rates the CGHS rates or actual whichever is less shall apply.
- 9.10. In cases where there are no CGHS Rates, the procedure being adopted under the CGHS will be applicable to the state of Himachal.

10. Referral:

10.1. There will not be any need for referral in case treatment is taken in an empanelled institution.

10.2. In case of emergency the treatment can be taken in a non-empanelled institution without referral. However the question of emergency will be decided by the A.D. concerned and reimbursement shall be restricted as per this Policy.

10.3. TA and Attendant will be allowed only in cases where the patient is referred for treatment out of state by the Medical Officer of the Government Hospital in the state.

10.4. Only ambulance charges will be reimbursed to the patient in case of referral by Medical Officer of the Government Hospital located in the state.

11. Emergency treatment in a non-empanelled institution : In case treatment is taken in emergency in an institution that is not empanelled or diagnostic tests are undertaken in a lab which is not empanelled within and/or outside the state, the question whether there was an emergency or not, being a question of fact, will be decided by the A.D. concerned. There will be no need to seek permission of the Government or Department of Health and Family Welfare in such cases. The decision of the A. D. whether there was an emergency or not shall be final.

12. Treatment in cases of Cancer, Renal Failure/Kidney Transplant: In case of treatment for Cancer, Renal Failure/Kidney Transplant, the patient (employees/dependent/pensioner) will be allowed to undergo treatment in any super specialty hospital/institution whether empanelled or not subject to the condition that the reimbursement amount will be restricted to CGHS rate or actual whichever is less.

13. Verification of Bills : The bills will be verified by the Medical Officer or Authorized Signatory of the empanelled or non-empanelled health institution/lab. It will be the responsibility of the DDO concerned to restrict the reimbursement amount to the amount admissible under this policy.

14. Clarifications: The DHS shall issue clarifications, if required, on its own or if requested by any HOD/IDDO/Head of Office.

15. Appeal: Appeals related to refusal to empanel by the District Level Team the appeal shall lie to the DHS and in case of refusal by the State Level Team the appeal shall lie to the Secretary (Health). In case of a dispute related to reimbursement claim, the first appeal shall lie to the Administrative Department. The second appeal shall lie to the Secretary (Health) in case the employee/pensioner is not satisfied with the decision taken by the A.D. under this Policy or a clarification issued by the DHS. The appeal can be preferred on plain paper with the details of the case.

16. On-going Process: There should be a dedicated Cell in the office of the DHS to study the CGHS list and the circulars issues under that. DHS should choose the new institutions that may be empanelled and then get in touch with them for seeking their consent for empanelment with the state government on regular basis as per requirement. The DHS should circulate the list of empanelled institutions periodically to all the state government offices. The list of empanelled institutions and the CGHS / RKS rates should be published at least once in a year in the month of January. Similarly the DHS should keep track of the CGHS rates and keep on circulating these to all concerned. The Cell should be properly staffed with following personnel: Superintendent Grade II (1); Senior Assistant (2) and Clerk (1). The persons posted in the Cell will follow up on the

applications, inspections, empanelment and secure appropriate information and reports from other authorized agencies to inspect (e.g. CMOs) and issuing clarifications etc. Besides, the Cell will undertake the work of publishing/updating/circulating the lists of empanelment and rates of the RKSs/PGIMERI AIIMS, Delhi/CGHS.

17. Information System: There shall be a link on the web site of State of Himachal (www.himachal.nic.in) and also on the State Government's Health Department's web site to the website of CGHS. Also, in addition to that the lists of empanelled institutions and rates approved under CGHS; lists of institutions empanelled by the state government (both in government and private sector both within and out side the state) should be available on the state government's web site and also on the website of State Health and Family Welfare Department in PDF format. These lists should be revised and updated as and when any change happens. The website should also display that the lists available online are the latest and have applicability with effect from the date of up-dation. This policy shall come into effect with immediate effect.

By order, Sd/-
Additional Secretary.