

## A. Empanelment Policy

### Introduction

Under the present system there is no clearly defined policy for empanelment. In order to facilitate and access better healthcare services to the employees, the Govt. has decided to empanel the following group of hospitals for the purpose of rendering healthcare services to the various categories of the state Govt. employees.

#### I. Types of Hospitals.

##### **Group 1. Multi specialty Hospitals**

Multi Specialty Hospitals for the purpose of empanelment means a hospital providing services for at least three out of the five specialties of health care i.e. Medicine, General Surgery, Orthopedics, Pediatrics and Gynae/Obs. having minimum strength of 100 beds. Multi Specialty Hospitals will be empanelled on *CGHS rates/Packages*, now being called as Haryana package rates.

##### **Group 2. Single/Multi Super Specialty Hospitals**

A super specialty Hospital means a hospital providing exclusively any or all of the super-specialities treatments of cardiology/Cardio Thoracic Surgery, Plastic Surgery, Joint Replacement, Advanced Urology, Neurosurgery/Neurology/Nephrology, Oncology, Endocrinology, Advanced Gastro Enterology, Advanced Pediatric Surgery, Radio Therapy. Those hospitals having minimum strength of 100 beds and are ready to be empanelled on Haryana package rate will be eligible for empanelment. The concerned hospital will be required apply for the services it wants to render. The hospital will be eligible for empanelment of one specialty/or more than one specialty (to be specifically mentioned).

##### **Group 3. Lab & Diagnostic Services**

A super specialist or a specialist running his own well equipped lab or diagnostic centres will be empanelled at PGI/AIIMS rate whichever is less. For the purpose of empanelment the Department of Health will call an Expression of interest in the every year in the month of February and the process will be completed by 31<sup>st</sup> March.

#### II. Minimum Eligibility Criteria

1. Multi Specialty hospitals must have full time specialists i.e. Physician/Surgeon etc. having adequate post graduate degree qualifications in their respective disciplines. Minimum staff norms for 100 bedded hospital are as under:- Specialists 4, Anaesthetist 1, Pathologist 1, Radiologist 1, Casualty Medical Officers 3, Medical Officer(General Duty) 1, House Surgeons 5, Matron 1, Nursing Sisters 5, Staff Nurses 26, Pharmacists 5, Storekeeper 2, Clerk 2, Accountant 1, Head Clerk 1, Cashier 1, Dental Surgeon 1, lab. Technician 3, Physiotherapist 1, Lab. Attendant 1, Radiographer 1, Operation Room Assistant 1, Carpenter/Painter 1, Electrician 1, Plumber 1, Helpers 2, Cook 2, Dhobi 3, Chowkidar 3, Mali 3 Class IV-30.
2. Super speciality hospitals must have regular super specialist i.e. physician/surgeon etc. having minimum qualification i.e. DM/MCH or equivalent in their respective disciplines.
3. The hospitals must have required number of medical/para-medical staff on regular basis and not on part-time basis.
4. The hospital must have minimum following adequate infrastructure/logistic, confirming to the services provided by it such as:-
  - Gas Pipe line

- Computerization
  - Ambulance service
  - Pharmacy
  - CSSD
  - Lifts & Ramp/Stairs
  - Kitchen/canteen
  - Fire fighting system
5. The hospital must have proper mechanism of Bio-medical Waste disposal system as per the norms laid by the Pollution Control Board and should attached the copy of the authorization from State Pollution Control Board.
  6. The hospital must submit a copy of the site plan duly approved by the competent authority and hospital should run from the legal authorized premises.
  7. The hospitals must have adequate parking space.
  8. The hospitals should be easily accessible/approachable to the patients.
  9. The hospital must provide the photocopies of Post graduate degrees (specialist/super specialists) of the specialist with the application.
  10. The hospital should have the all facilities located in the same premises and should not be in scattered buildings.
  11. The hospital must have the arrangement for the 24 hrs water supply.
  12. The hospital must have the arrangements for 24 hrs electricity supplies with the proper backup.
  13. The hospital must attach a copy of the no objection certificate from the fire brigade.

### III. **Process**

1. An advertisement for empanelment on CGHS rates for Multi Specialty/Super Specialty hospitals/Single Super speciality Nursing Home at Haryana Package rates and Lab and Diagnostic services at PGI/AIIMS rate whichever is less will be given in Newspapers and expression of interest be invited to make the process transparent- every year in the month of February. However, during the year also application forms from the hospital desirous of empanelment will be accepted and processed.
- 1a. Process will be completed within two months from the receipt of the application from the concerned hospital.
2. The hospitals applying for empanelment must submit prescribed fee of Rs. 25,000/- with the application in the form of Bank Draft in the name of “DGHS Reimbursement fund” which is non-refundable. The funds will be deposited in any of Nationalized Bank under the head Reimbursement Fund. The funds will be used by drawing from the Bank with the two signatures i.e. Director General Health Services, and Deputy Director (PM). Funds will be used for contingency, POI/hiring of vehicle and to the accountant.  
Note:- The accounts will be maintained by the PM branch of the Directorate. Minimum remuneration of Rs. 2000/- to the Accountant looking after work of accounts in any of the programme in the Directorate will be allowed. A Data- Entry Operator will be recruited on contractual basis @ Rs.6000/-. Expenditure would be met from the reimbursement fund.
3. Security : The hospitals applying for empanelment must submit security of Rs. 1 lac in the form of Bank Draft in the name of “DGHS Reimbursement fund” which is refundable after the State Govt. grants approval for empanelment otherwise empanelment will be cancelled. If the Hospital Authority wants to withdraw from the

list from empanelled hospitals from the State Govt. then the security of Rs. 1.00 lac would be returned.

4. **Inspecting team:** An inspecting committee comprising Civil Surgeon of the concerned district as the Coordinator. 2 faculty members of the respective speciality from PGIMS Rohtak and 3 specialists from the respective General Hospital of the District. The Civil Surgeon of the concerned district in consultation with the management of the institute and nominees of the PGIMS Rohtak will fix the date and time of the inspection.
5. **Agreement:** An agreement would be signed between the hospital/Diagnostic Lab. and the DGHS.

IV. **General Terms and Conditions:-**

1. The empanelment will be valid for 2 year only. The empanelment can be renewed if the hospital makes an application before the expiry of the two year period. The renewal fee will be Rs. 5000/- with the application.
2. Govt. will bear the TA/DA of the inspecting team as per State Rules.
3. The Health Department reserves the right to inspect the hospitals at any time after empanelment or after any complaint received from the beneficiary, the approval can be cancelled if the services are not provided as per standards.
4. The hospital will send a report to the O/o Director General Health Services, Haryana Panchkula regarding the patients who have taken treatment from the hospitals on quarterly basis.
5. The Govt. reserves the right to revise the norms at any time.
6. Empanelment for any hospital will be strictly done on specialty/super speciality basis. It shall be specifically empanelled for the service provided. Treatment taken or given outside the empanelled speciality/super speciality shall not be reimbursable.
7. Addition from General Guidelines issued by the State Govt. vide letter No. 10.07.2009 : Empanelled hospital will put information showing validity of empanelment of Hospitals on the Notice Board at Reception
8. All the previous empanelment will be reviewed as per the latest guidelines.
9. Violation of the Agreement: Any empanelled hospital if violates the agreement will be given 15 days notice by the DGHS. If the reply is unsatisfactory, then an opportunity for hearing will be allowed. If the hospital authorities are still unable to satisfy the State Govt. then the empanelment would be cancelled and security would be forfeited.

## B. Guidelines for implementing of Haryana Package rates.

1. Under the present medical reimbursement policy for indoor treatment/procedures, the Govt. employees have to pay from their pocket and submits the bills to the concerned Department for reimbursement. In order to stream line, this process and facilitate the, the State Govt. has decided to adopt the CGHS rates for empanelment of private hospitals and these rates will be called as Haryana Package Rates.
2. The guidelines for the implementations of the package rates as under:
  - 2.1 "The Package rate" shall mean and include lump sum cost of in patient treatment/day care/ diagnosis procedures for which a patient has been referred by competent authority to hospitals or Diagnostic Center. This includes all charges pertaining to a particular treatment/ procedure including admission charges, accommodation charges including patient's diet, ICU/ICCU charges, monitoring charges, operation charges, anesthesia charges, operation theater charges, procedural charges / surgeon's fee, cost of surgical disposals and all sundries used during hospitalization, surgical charges, cost of medicine used during hospitalization/ related routine essential investigations, physiotherapy charges etc. & cost of implants except where mentioned again each rate, Nursing care and charges for its services.
  - 2.2. Treatment charges for new born baby are separately reimbursable in addition to delivery charges for mother.
  - 2.3 The package rates include diet, telephone charges, T.V.charges and cost of cosmetics, toiletry, tonics, and medicines advertised in mass media etc.
  - 2.4 The empanelment hospitals will not charge more then the package rate from the beneficiary.
  - 2.5 If any rate is not available under the Haryana Package Rates then the PGI, Chandigarh rates or AIIMS rates are allowed. Where no procedure is performed and the patient is on conservative treatment, the reimbursement shall be equal to the rates prescribed against each component i.e. room rent, investigations, physiotherapy, consultation fee are allowed, mentioned in the Haryana Package rate list. Drugs and consumable are fully reimbursable. The institution will provide the detailed breakup in such cases.
  - 2.6 The entitlement for indoor treatment would be as under:-

| Sr. No. | Entitlement  | Basic Pay + Grade Pay  |
|---------|--------------|------------------------|
| 1.      | General Ward | Up to Rs.15000/-       |
| 2.      | Private Ward | Rs. 15001/- to onwards |

The claimant must carry a certificate from the concerned department regarding the basic pay to know about the entitlement by the hospital for the purpose of treatment.

- 2.7 The package rates given in Haryana Package Rate list are for private ward. If Beneficiary is entitled for general ward then the above rates will be discounted by 15%.

2.8 Approved hospitals whose rates for a procedure/test/facility are lower than the approved rates shall charge the beneficiaries as per actual.

2.9 The maximum room rent for different categories would be:-

General ward -----→ Rs. 800/- per day

Private ward -----→ Rs.1200/- per day

Day Care -----→ Rs. 500/-

Room rent is applicable only for treatment procedures for which there are no Haryana package rates. Room rent will include charges for occupation of Bed, diet for the patient charges for water and electricity supply, linen charges, nursing charges, heater charges, A.C charges and routine up keeping etc.

2.9.1 During the treatment in ICCU/ICU, no separate room rent will be admissible.

2.9.2 Private ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (Lavatory and bath). The room should have furnishings like wardrobe, dressing table, bed-side table, sofa set, etc. as well as a bed for attendant. The room has to be air-conditioned.

2.9.3 Semi private ward will be treated as General Ward .

2.9.4 Normally the treatment in higher category of accommodation than the entitled category is not permissible. However, in case of an emergency when the entitled category accommodation is not available, admission in the immediate higher category may be allowed till the entitled category accommodation becomes available. However, if a particular hospital does not have the ward as per entitlement of beneficiary, then hospital can only bill as per the entitlement of the beneficiary even though the treatment was given in higher type of ward.

If, on the request of the beneficiary treatment is provided in a higher category of ward, then the expenditure over and above entitlement will have to be borne by the beneficiary.

2.10 The hospital may entertain the patients without referral from the Civil Surgeon of the district.

2.11 The rates of implants are either included in the package rates or mentioned separately against the respective rates.

2.12 The approved hospital will issue the simple bill as per basic pay and package rate. A sample is shown as under for example if a patient has underwent CABG

(Coronary Artery bypass grafting) .

| Procedure (CABG) | Package rate | General/ Private ward | 15% discounted | Net amount |
|------------------|--------------|-----------------------|----------------|------------|
|                  |              |                       |                |            |

2.13 During the in-patient treatment of the beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines/ sundries/equipment or accessories from outside and will provide the treatment

With in the package rate, fixed by the Govt. of Haryana as per Haryana package Rates that includes the cost of all items.

2.14 All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and will part of package.

2.15 The empanelled Hospital shall provide services only for which it has been empanelled at rates that will be fixed from time to time and shall be binding.

2.16 Any legal liability coming out of such services will be dealt by the hospital and it shall be alone responsible.

2.17 The Hospital will not make any commercial publicity projecting the name of Government of Haryana or D.G.H.S.. However, the fact of empanelment under Govt. of Haryana shall be displayed at the premises of the empanelled centre, indicating that the charges will be as per Haryana Package Rates.

2.18 In case of any natural disaster/epidemic, the hospital/centre shall fully cooperate with State Govt. and will give all the required information

2.19 The Hospital shall provide physical and financial reports on monthly basis by the 10<sup>th</sup> day of the succeeding calendar month in respect of the beneficiaries treated on the following format.

| Sr. N. | Name of the patient | Relation with claimant | Name of the hospital | Diagnosis | Procedure | Total Expenditure |
|--------|---------------------|------------------------|----------------------|-----------|-----------|-------------------|
|        |                     |                        |                      |           |           |                   |

2.20 The hospital 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/centre who shall alone be responsible for the defect and or deficiencies in rendering such services.

2.21 Identification of the patient: It will be the responsibility of the hospital to paste photograph of the patient on the bill issued by the institution.

**C. Specimen of Agreement with the hospital**

**Agreement between D.G.H.S. Sector-6, Panchkula**

**AND**

-----**Name and Address of the Hospital)**

This Agreement is made on the -----day of-----,2009 between the Governor of Haryana acting through Director General Health Services, Ministry of Health, Government of Haryana having its office at Sector-6 Panchkula (hereinafter called DGHS, expression shall, unless repugnant to the context or meaning thereof, ne deemed to mean and include its successors the office and assigns) of the **First Part.**

**AND**

-----**(Name of the Hospital with address) of the Second Part.**

AND WHEREAS, (Name of the Hospital) officered to give the treatment to the beneficiaries as per Agreement and other Haryana Government Employees/ Dependent/Pensioners:

.....

Now, Therefore, it is hereby agreed between the Parties as follows:

**Definitions & Interpretations;**

1. The following terms and expressions shall have the following meaning for purposes of this Agreement;
  - 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.
  - 1.2 "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
  - 1.3 "Beneficiary" shall mean a Employees/ Dependent/Pensioners who is eligible for coverage of under the scheme.
  - 1.4 "Coverage" shall mean the persons eligible as beneficiaries of the Haryana Government Employees/ Dependent/Pensioners to the Indoor medical services to be provided under the Scheme and Rules, subject to such terms, conditions and limitations as may be prescribed.
  - 1.5 "Empanelment" shall mean the hospital authorized by the Govt. of Haryana. for treatment purpose for a particular period.
  - 1.6 "Hospital" shall mean the (Name of the Hospital) while performing under this Agreement providing indoor treatment / investigation, etc. and the health care of human beings.

- 1.7 “Recognition of Hospital” shall mean the Hospital empanelled by the Govt. of Haryana for a particular period for providing treatment facilities and procedures etc. to the beneficiaries
- 1.8 “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 of the health care for the beneficiaries.
- 1.9 ‘Party’ shall mean either the D.G.H.S. or the Hospital and “Parties” shall mean both the D.G.H.S. and the Hospital.

**D. Guidelines for implementing of Haryana Package rates.**

1. Under the reimbursement policy the Govt. employee have to pay from their pocket and submits the bills to the Department for reimbursement. The policy is continued. However, the State Govt. has decided to adopt the CGHS rates for empanelment of private hospitals and these rates will be called as Haryana Package Rates.
2. The guidelines for the implementations of the package rates as under:
  - 2.1 “The Package rate” shall mean and include lump sum cost of in patient treatment/day care/ diagnosis procedures for which a patient has been referred by competent authority to hospitals or Diagnostic Center. This includes all charges pertaining to a particular treatment/ procedure including admission charges, accommodation charges including patient’s diet, ICU/ICCU charges, monitoring charges, operation charges, anesthesia charges, operation theater charges, procedural charges / surgeon’s fee, cost of surgical disposals and all sundries used during hospitalization, surgical charges, cost of medicine used during hospitalization/ related routine essential investigations, physiotherapy charges etc. & cost of implants except where mentioned again each rate, Nursing care and charges for its services.
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2.14 All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and will part of package.

2.15 The empanelled Hospital shall provide services only for which it has been empanelled at rates that will be fixed from time to time and shall be binding.

2.16 Any legal liability coming out of such services will be dealt by the hospital and it shall be alone responsible.

2.17 The Hospital will not make any commercial publicity projecting the name of Government of Haryana or D.G.H.S.. However, the fact of empanelment under Govt. of Haryana shall be displayed at the premises of the empanelled centre, indicating that the charges will be as per Haryana Package Rates.

2.18 In case of any natural disaster/epidemic, the hospital/centre shall fully cooperate with State Govt. and will give all the required information

2.19 The Hospital shall provide physical and financial reports on monthly basis by the 10<sup>th</sup> day of the succeeding calendar month in respect of the beneficiaries treated on the following format.

| Sr. N. | Name of the patient | Relation with claimant | Name of the hospital | Diagnosis | Procedure | Total Expenditure |
|--------|---------------------|------------------------|----------------------|-----------|-----------|-------------------|
|        |                     |                        |                      |           |           |                   |

2.20 The hospital 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/centre who shall alone be responsible for the defect and or deficiencies in rendering such services.

2.21 Identification of the patient: It will be the responsibility of the hospital to paste photograph of the patient on the bill issued by the institution.

## **2. DURATION**

The Agreement shall remain in force for a period of 2 years. The Agreement may be extended for subsequent periods if the hospital is approved by the State Govt. and submit its consent and Agreement.

## **3. REVISION OF RATES**

In case the notified rates are revised by the State Govt. after empanelment and such revised rates are not acceptable to the empanelled hospital/centre, or for any other reason, the hospital/centre no longer wishes to continue on the list of empanelled hospitals/centres, it can apply for exclusion from the panel.

## **4. DUTIES AND RESPONSIBILITIES OF HOSPITALS/ CENTRES**

It shall be the duty and responsibility of the Hospital, 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 statutory/mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

## **6. HOSPITAL'S /CENTRE'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD.**

The Hospital 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 is obliged to act within its own authority and abide by the directives issued by the Govt. of Haryana. The Hospital 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.

## **7. TERMINATION FOR DEFAULT**

The Govt. of Haryana may, without prejudice to any other remedy for breach of Agreement, by written notice of default and giving opportunity for hearing. In case of unsatisfied reply given by the hospital then the State Govt. will terminate the Agreement in whole or part:

- a. If the Hospital fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or within any extension thereof if granted by the Govt. of Haryana pursuant to Condition of Agreement, or
- b. If the Hospital fails to perform any other obligation(s) under the Agreement.
- c. If the Hospital in the judgment of the Govt. of Haryana/D.G.H.S. have engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- d. If the hospital found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended

by Govt. of Haryana without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 15 days of the receipt of show cause notice.

- e. In case of any violation of the provisions of the Agreement by the Hospital such as (but not limited to), refusal of service prescribing unnecessary drugs/tests, deficient or defective service, over billing and negligence in treatment, the Govt. of Haryana shall have the right to de-recognize the hospital/Centre as the case may be.

#### **8. INDEMNITY**

The Hospital shall at all times, indemnify and keep indemnified D.G.H.S. the Government 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 in execution of or in connection with the services under this Agreement and against any loss or damage to D.G.H.S./the Government in consequence to any action or suit being brought against the D.G.H.S. the Government, along with (or otherwise), Hospital as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the DGHS/ the government from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

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

#### **9. ARBITRATION**

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the hospital and Government. And the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Secretary, Health, Govt. of Haryana who will give written award of his decision to the Parties. The decision of the Secretary, Health, Govt. of Haryana will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at O/o the Secretary, Health, Govt. of Haryana, Chandigarh.

#### **10 . Miscellaneous**

- 10.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the Government and the Hospital.
- 10.2 The Hospital shall not represent or hold itself out as agent of the DGHS/Government.
- 10.3 The D.G.H.S./Government will not be responsible in any way for any negligence or misconduct of the hospital and its employees for any accident, injury or damage

sustained or suffered by any Govt. of Haryana beneficiary or central Govt. employee or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.

10.4 The hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.

10.5 This Agreement can be modified or altered only on written agreement signed by both the parties.

10.6 Should the hospital get wound up or partnership is dissolved, the D.G.H.S./Govt. of Haryana shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives from the liability in respect of the services provided by the hospital during the period when the Agreement was in force.

10.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

In witness whereof, Parties have cost this agreement to be signed and executed on the day, Month and the year First above mentioned

Signed by

D.G.H.S.

Govt. of Haryana for and on behalf of the Governor of Haryana

In the presence of Witnesses

1.

2.

Signed by

for and on behalf of the Hospital. Duly  
Approved vide letter No.  
\_\_\_\_\_ dated \_\_\_\_\_ of (Name of the  
Hospital)

**E. Specimen of Agreement with the Diagnostic Centre/Lab.**

**Agreement between D.G.H.S. Sector-6, Panchkula**

**AND**

-----Name and Address of the Diagnostic Centre/Lab.)

This Agreement is made on the -----day of-----,2009 between the Governor of Haryana acting through Director General Health Services, Government of Haryana having its office at Sector-6 Panchkula (hereinafter called DGHS, expression shall, unless repugnant to the context or meaning thereof, ne deemed to mean and include its successors the office and assigns) of the first Part.

**AND**

------(Name of the Diagnostic Centre/Lab. with address)  
of the Second Part.

AND WHEREAS, (Name of the Diagnostic Centre/Lab. officered to give diagnostic services to the beneficiaries as per Agreement and other Haryana Government Employees/ Dependent/Pensioners:

.....

Now, Therefore, it is hereby agreed between the Parties as follows:

**Definitions & Interpretations;**

1. The following terms and expressions shall have the following meaning for purposes of this Agreement;
  - 1.2 Agreement” shall mean this Agreement and all Schedules, supplements, Appendices, Appendages and modifications thereof made in accordance with the terms of this Agreement.
  - 1.2 “Benefit” shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
  - 1.3 “Beneficiary” shall mean a Employees/ Dependent/Pensioners who is eligible for coverage of under the scheme.
  - 1.4 “Coverage” shall mean the persons eligible as beneficiaries of the Haryana Government Employees/ Dependent/Pensioners to the Diagnostic services to be provided under the Scheme and Rules, subject to such terms, conditions and limitations as may be prescribed.
  - 1.5 “Empanelment” shall mean the hospital authorized by the Govt. of Haryana. for diagnostic services for a particular period.
  - 1.6 “Diagnostic Centre/Lab” shall mean the (Name of the Diagnostic Centre/Lab) while performing under this Agreement providing diagnostic services for the health care of human beings.

- 1.7 “Recognition of Diagnostic Centre/Lab” shall mean the Diagnostic Centre/Lab empanelled by the Govt. of Haryana for a particular period for providing diagnostic services to the beneficiaries
- 1.8 “De-recognition of Diagnostic Centre/Lab” shall mean debarring the Diagnostic Centre/Lab on account of adopting unethical practices or fraudulent means in providing diagnostic services to or not following the good industry practices of the health care for the beneficiaries.
- 1.9 ‘Party’ shall mean either the D.G.H.S. or the Diagnostic Centre/Lab and ‘Parties’ shall mean both the D.G.H.S. and the Diagnostic Centre/Lab.

## **2. Guidelines for empanelment of Diagnostic Centre/Lab.at PGI rates.**

- 2.1 The recognized Diagnostic Centre/Lab. will not charge more than the PGI rate from the beneficiary.
- 2.2. If any rate list is not available in the PGI Rates then AIIMS rates are allowed. If it is not available in both institutions then rate mentioned in the Haryana Package rate will be allowed or it will be decided by the Director general Health Services.
- 2.3 Approved Diagnostic Centre/Lab. whose rates for a test/facility are lower than the PGI rates shall charge the beneficiaries as per actual.
- 2.4 The Diagnostic Centre/Lab. will entertain the patients (those want to claim reimbursement) who will submit the referral slip issued by the Medical Superintendent/Specialist of the district that such facility is not available in the hospital. This facility is allowed for all Indoor patients and patients suffering from chronic diseases listed by the State Govt.
- 2.5 During the investigation of the beneficiary, the Diagnostic Centre/Lab. will not ask the beneficiary or his attendant to purchase separately the medicines/ sundries/equipment or accessories from outside.
- 2.6 The empanelled Diagnostic Centre/Lab. shall provide services only for which it has been empanelled at the PGI rates.
- 2.7 Any legal liability coming out of such services can be dealt by Diagnostic Centre/Lab. and shall be responsible alone.
- 2.8 The Diagnostic Centre/Lab. will not make any commercial publicity projecting the name of Government of Haryana or D.G.H.S.. However, the fact of empanelment under Govt. of Haryana shall be displayed at the premises of the empanelled centre, indicating that the charges will be as per PGI Rates.
- 2.9 In case of any natural disaster/epidemic, the Diagnostic Centre/Lab. shall fully cooperate with State Govt. and will convey reveal all the required information.
- 2.10 The Diagnostic Centre/Lab. shall provide reports on monthly basis by the 10<sup>th</sup> day of the succeeding calendar month in respect of the beneficiaries treated.

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

### **3.DURATION**

The Agreement shall remain in force for a period of one year or 2 years. The Agreement may be extended for subsequent periods if the Diagnostic Centre/Lab. is approved by the State Govt. and submit its consent and Agreement.

### **4. REVISION OF RATES**

In case the notified rates are revised by the State Govt./PGI Chandigarh after empanelment and such revised rates are not acceptable to the empanelled Diagnostic Centre/Lab. or for any other reason, the Diagnostic Centre/Lab. no longer wishes to continue on the list of empanelled hospitals/centres, it can apply for exclusion from the panel.

### **5. DUTIES AND RESPONSIBILITIES OF DIAGNOSTIC CENTRE/LAB.**

It shall be the duty and responsibility of the Diagnostic Centre/Lab., 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 statutory/mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

### **6. DIAGNOSTIC CENTRE/LAB. INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD.**

The Diagnostic Centre/Lab. 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 Diagnostic Centre/Lab. is obliged to act within its own authority and abide by the directives issued by the Govt. of Haryana. The Diagnostic Centre/Lab. 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.

### **7. TERMINATION FOR DEFAULT**

The Govt. of Haryana may, without prejudice to any other remedy for breach of Agreement, by written notice of default and giving opportunity for hearing. In case of unsatisfied reply given by the Diagnostic Centre/Lab. then the State Govt. will terminate the Agreement in whole or part:

- a. If the Diagnostic Centre/Lab. fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or within any extension thereof if granted by the Govt. of Haryana pursuant to Condition of Agreement, or
- b. If the Diagnostic Centre/Lab. fails to perform any other obligation(s) under the Agreement.

- c. If the Diagnostic Centre/Lab. in the judgment of the Govt. of Haryana/D.G.H.S. have engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- d. If the Diagnostic Centre/Lab. found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by Govt. of Haryana without any notice and thereafter may terminate the Agreement, after giving a show cause notice and giving opportunity for hearing.
- e. In case of any violation of the provisions of the Agreement by the Diagnostic Centre/Lab. such as (but not limited to), refusal of service prescribing unnecessary drugs/tests, deficient or defective service, over billing and negligence in treatment, the Govt. of Haryana shall have the right to de-recognize the Diagnostic Centre/Lab. as the case may be.

#### **8. INDEMNITY**

The Diagnostic Centre/Lab. shall at all times, indemnify and keep indemnified D.G.H.S. the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Diagnostic Centre/Lab. in execution of or in connection with the services under this Agreement and against any loss or damage to D.G.H.S./the Government in consequence to any action or suit being brought against the D.G.H.S. the Government, along with (or otherwise), Diagnostic Centre/Lab. as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Diagnostic Centre/Lab. will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the DGHS/ the government from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

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

#### **9. ARBITRATION**

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Diagnostic Centre/Lab. and Government. And the Diagnostic Centre/Lab. upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Secretary Health, Govt. of Haryana, who will give written award of his decision to the Parties. The decision of the Secretary Health, Govt. of Haryana will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at O/o the Secretary Health, Govt. of Haryana, Chandigarh.

#### **10. Miscellaneous**

10.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the Government and the Diagnostic Centre/Lab..

- 10.2 The Diagnostic Centre/Lab. shall not represent or hold itself out as agent of the DGHS/Government.
- 10.3 The D.G.H.S./Government will not be responsible in any way for any negligence or misconduct of the Diagnostic Centre/Lab. and its employees for any accident, injury or damage sustained or suffered by any Govt. of Haryana beneficiary or any third party resulting from or by any diagnostic services conducted by and on behalf of the Diagnostic Centre/Lab. or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 10.4 The Diagnostic Centre/Lab. shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Diagnostic Centre/Lab. in particular where such change would have an impact on the performance of obligation under this Agreement.
- 10.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 10.6 Should the Diagnostic Centre/Lab. get wound up or partnership is dissolved, the D.G.H.S./Govt. of Haryana shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Diagnostic Centre/Lab. or their heirs and legal representatives from the liability in respect of the diagnostic services provided by the Diagnostic Centre/Lab. during the period when the Agreement was in force.
- 10.7 The Diagnostic Centre/Lab. shall bear all expenses incidental to the preparation and stamping of this agreement.

In witness whereof, Parties have cost this agreement to be signed and executed on the day, Month and the year First above mentioned

Signed by

D.G.H.S.

Govt. of Haryana for and on behalf of the Governor of Haryana

In the presence of Witnesses

1.

2.

Signed by

for and on behalf of the Diagnostic Centre/Lab.  
Duly Approved vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ of (Name of the Diagnostic Centre/Lab.)