

AGREEMENT BETWEEN THE DIRECTORATE OF HEALTH SAFETY & REGULATION H.P.AND EMPANELLED HEALTH CARE PROVIDER UNDER THE SINGLE WINDOW EMPANELMENT POLICY, 2021

This Agreement (Hereinafter referred to as “Agreement”) made at _____ on this _____ day of _____ 2021.

BETWEEN

_____ (Empanelled Health Care Provider or EHCP) an institution located in _____, having their registered office at _____ (here in after referred to as “EHCP”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and permitted assigns) as party of the FIRST PART.

AND

Govt. of Himachal Pradesh through Director, Health Safety & Regulation, Health & Family Welfare Department, Himachal Pradesh having its office at Red Cross Building Near Governor House Shimla-2 (here-in after called DHS&R, which expression shall, unless repugnant to the context or meaning there of include its successors legal representatives and assigns) of the SECOND PART.

The EHCP and DHSRare individually referred to as a "Party" or "party" and collectively as "Parties" or "parties")

WHEREAS

1. EHCP is a health care provider duly recognized and authorized by appropriate authorities to impart health care services to the public at large.
2. DHR is the Nodal Director for single window empanelment of health care providers for implementation of various health insurance schemes, State Government Medical Reimbursement Policy and all other schemes being implemented by the Health Department.
3. EHCP has expressed its desire to get empanelled under the single window empanelment scheme of Government of Himachal Pradesh and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as per the scheme(s) guidelines on terms and conditions herein agreed.

In this **AGREEMENT**, unless the context otherwise requires:

1. natural persons include created entities (corporate or incorporate) and vice versa;
2. marginal notes or headings to clauses are for reference purposes only and do not bear upon the interpretation of this **AGREEMENT**.
3. should any condition contained herein, contain a substantive condition, then such substantive condition shall be valid and binding on the **PARTIES** notwithstanding the fact that it is embodied in the definition clause.

In this **AGREEMENT** unless inconsistent with, or otherwise indicated by the context, the following terms shall have the meanings assigned to them hereunder, namely:

Definitions

1. **AB-PMJAY** shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna managed and administered by the National Health Authority on behalf of Ministry of Health and Family Welfare, Government of India with the objective of reducing out of pocket healthcare expenses and improving access of Beneficiary Family Units to quality inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers.
2. **Beneficiaries** shall mean an entitled person seeking treatment as per the guidelines of scheme(s).
3. **Benefit Package** shall refer to the package of benefits that the insured families would receive under the AB-PMJAY/HIMCARE.
4. **Charges:** The Hospital / Diagnostic Centre shall clearly inform the State Government employees, their dependents/pensioners 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.
5. **Claim** shall mean a claim that is received by the SHA from an Empanelled Health Care Provider, either online or through alternate mechanism in absence of internet connectivity.

6. **Claim Payment** shall mean the payment of eligible Claim received by an Empanelled Health Care Provider from the SHA in respect of benefits under the Risk Cover made available to a Beneficiary.
7. **Co-payment** shall mean the payment which is sought by the EHCP over and above the specified package rate prescribed under the AB-PMJAY/HIMCARE.
8. **Days** shall be interpreted as calendar days unless otherwise specified.
9. **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. Such a de-recognized hospital shall not be able to apply for empanelment under any of the State Government Scheme(s) for a period of three years. Such de-recognition shall entail debarring of the hospital under all the schemes as defined by this contract and not a particular scheme/scheme(s).
10. **DHSR** shall mean 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 assignees and shall serve as the Nodal point for single window empanelment and fraud control in implementation of various health schemes.
11. **Health Services** shall mean all services necessary or required to be rendered by the Institution under this agreement in connection with implementation of schemes of the Health Department, Himachal Pradesh through the EHCP.
12. **HIMCARE** shall refer to Himachal Health Care Scheme managed and administered by the State Health Agency on behalf of Department of Health & Family Welfare, Government of Himachal Pradesh with the objective to provide cashless treatment to the enrolled families on the analogy of Ayushman Bharat-PMJAY.
13. **Hospitalization** shall mean any Medical Treatment or Surgical Procedure which requires the Beneficiary to stay at the premises of an Empanelled Health Care Provider for 24 hours or more including day care treatment as defined
14. **ICU or Intensive Care Unit** shall mean an identified section, ward or wing of an Empanelled Health Care Provider which is under the constant supervision of dedicated Medical Practitioners and which is specially equipped for the continuous monitoring and treatment of patients who are in critical condition, require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the general ward.
15. **Institution** shall for all purpose mean an EHCP.
16. **Medical Treatment** shall mean any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, but that is not a Surgical Procedure. Medical Treatments include but not limited to: bacterial meningitis, bronchitis-bacterial/viral, chicken pox, dengue fever, diphtheria, dysentery, epilepsy, filariasis, food poisoning, hepatitis, malaria, measles, meningitis, plague, pneumonia, septicaemia, tuberculosis (extra pulmonary, pulmonary etc.), tetanus, typhoid, viral fever, urinary tract infection, lower respiratory tract infection and other such diseases requiring Hospitalization.
17. **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.
18. **NHA** shall mean the National Health Authority set up by the Ministry of Health and Family Welfare, Government of India with the primary objective of coordinating the implementation, operation and management of AB-PMJAY.

19. **Package Rate** shall mean the fixed maximum charges for a Medical Treatment or Surgical Procedure or for any Follow-up Care as prescribed under AB-PMJAY/HIMCARE that will be paid by the SHA under Cover, which shall be determined in accordance with the notification issued by SHA from time to time.
20. **Policy Cover Period** shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as stipulated by SHA from time to time for the beneficiaries of AB-PMJAY/HIMCARE.
21. **Risk Cover/sum insured** shall mean an annual risk cover of Rs. 5,00,000 covering inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP) for the eligible AB-PMJAY/HIMCARE Beneficiary Family Units.
22. **Scheme** shall mean the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna, Himachal Health Care Scheme-HIMCARE, Reimbursement scheme for State Government employees, their dependents & pensioners and any other scheme implemented by the Government of Himachal Pradesh in the health sector.
23. **Service Area** shall refer to the whole of State of Himachal Pradesh.
24. **State Health Agency (SHA)** i.e. Himachal Pradesh Swasthya Bima Yojna Society, refers to the agency/ body set up by the Department of Health and Family Welfare, Government of Himachal Pradesh for the purpose of coordinating and implementing the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojna and Himachal Health Care Scheme in the State.
25. **Reimbursement to State Government employees, their dependents & pensioners** shall mean the rates reimbursed to a beneficiaries as defined in the reimbursement policy notified on 21st June, 2008, 13th February, 2013 and amended from time to time 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.
26. **Turn-around Time** shall mean the time taken by SHA in processing a Claim received from an Empanelled Health Care Provider and SHA making a Claim Payment including investigating such Claim or rejection of such Claim.

NOW IT IS HEREBY AGREED AS FOLLOWS:

This Agreement shall be for a period of 3 years. However, it is understood and agreed between the Parties that the term of this agreement may be renewed periodically upon mutual consent of the Parties in writing, either by execution of a Supplementary Agreement or by exchange of letters.

General responsibilities & obligations of the EHCP:

1. The EHCP undertakes to provide the services to beneficiaries in a precise, reliable and professional manner to the satisfaction of State Government and in accordance with additional instructions issued by the State Government in writing from time to time.
2. The EHCP will treat the beneficiaries according to good business practice.
3. The EHCP will extend priority admission facilities to the beneficiaries, whenever possible.

4. Under AB-PMJAYT/HIMCARE, the EHCP shall provide treatment/interventions to beneficiary as per specified packages as per the rates fixed by the SHA from time to time. The list of packages is uploaded on website www.hpsbys.in. The following is agreed regarding the packages:
- (i) The treatment/interventions to AB-PMJAY/HIMCARE beneficiaries shall be provided in a complete cashless manner. Cashless means that for the required treatment/interventions as per package rates and no payment shall need to be done by the AB-PMJAY/HIMCARE beneficiary undergoing treatment/intervention or any of its family member till such time there is balance amount left in sum insured.
 - (ii) The various benefits under AB-PMJAY/HIMCARE which EHCP can provide include,
 - hospitalisation expense benefits
 - Day care treatment benefits (as applicable)
 - Pre and post hospitalisation expense benefits
 - New born/children care benefit (as applicable)
 - (iii) The charges payable to EHCP for medical/ day care/surgical procedures/ interventions under the Benefit package will be no more than the package rate.
 - (iv) The EHCP shall not force any beneficiary to deposit any co-payment for their treatment.
5. The EHCP shall allow the authorized representative of the State Government or the second party to visit the beneficiary while s/he is admitted in the EHCP. However, the authorized representative shall not interfere with the medical team of the EHCP, but reserves the right to discuss the treatment plan with treating doctor. Further access to medical treatment records and bills prepared in the EHCP will be allowed to the representative on a case to case basis.
6. The EHCP shall also endeavor to comply with future requirements of State Government to facilitate better services to beneficiaries e.g. providing for standardized billing, ICD coding or implementation of Standard Clinical and Treatment Protocols.
7. The EHCP undertakes to have bills audited on a case to case basis as and when necessary through the authorized representative of the State Government. This will be done on a pre-agreed date and time and on a regular basis.
8. The EHCP will convey to its medical consultants to keep the beneficiary only for the required number of days of treatment and carry only the required investigation & treatment for the ailment, which he/she is admitted.
9. Original discharge summary, counterfoil generated at the time of discharge, original investigation reports, all original prescription & pharmacy receipt etc. must be kept with the EHCP for records. These are to be forwarded to billing department of the EHCP who will compile and keep the same with the EHCP. A copy of these documents may be given to the patient.

10. Under AB-PMJAY/HIMCARE/any other scheme as prescribed, the EHCPs shall submit their claims online after discharge in the format prescribed. EHCP is also required to constantly monitor the progress on claim generation, submission and claim payments. Any delays or discrepancies shall be brought to the notice of SHA by EHCP.
11. The EHCP undertakes that they have obtained all the registrations/ licenses/ approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as per requirement of schemes.
12. The EHCP undertakes to uphold all requirement of law in so far as these apply to him and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the Central or the State Government. The EHCP declares that it has never committed a criminal offence which prevents it from practicing medicines and no criminal charge has been established against it by a court of competent jurisdiction.
13. The EHCP undertakes to follow the guidelines/instructions issued by the Government of India as well as State Government from time to time in respect of Ayushman Bharat-Pradhan Mantri Jan Arogya Yojna and Himachal Health Care Scheme-HIMCARE/State Government Medical Reimbursement Policy.
14. Under AB-PMJAY/HIMCARE/any other scheme as prescribed, the EHCP undertakes to accept the penalties specified in **Annexure-A** in case of found guilty or indulged in malpractices.
15. The ECHP shall follow the TAT (Turn-Around Time) for registration of patients, pre-authorization, discharge of patients & claim related activities as per **Annexure-B** under AB-PMJAY/HIMCARE. The EHCP shall undertake to follow TAT amendments made by Government from time to time.
16. The EHCP shall immediately communicate to the Second Party 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 Second Party. The new establishment of the same Hospital/Diagnostic Centre shall attract a fresh inspection for consideration of continuation of empanelment.
17. The hospital where the treatment has been authorized will not refer the patient to other specialist / other hospital.
18. The hospital shall provide the treatment to the Regular Government Employees/Pensioners and their dependents as defined in the Medical Reimbursement Policy notified on 21st June, 2008, 13th February, 2013 and amended from time to time 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.

General responsibilities & obligations of the State Government:

1. Under AB-PMJAY/HIMCARE/any other scheme as prescribed, the State Government will have to take a decision and settle the Claim within 15 days from requiring all the necessary documents/information. If required, the representative can visit EHCP to gather further documents related to treatment to process the case.
2. However, the State Government must note that requirements for such information are assessed by them at once and the same be intimated to the EHCP. The information must not be sought in bits and instalments or in a piecemeal method.
3. Under AB-PMJAY/HIMCARE/any other scheme as prescribed, in case the State Government/SHA decides to reject the claim then that decision also will need to be taken within 15 days.
4. Under AB-PMJAY, in case of inter-operability claim arising from patient visiting from other States the decision on claim settlement and actual payment has to be done within 30 days by the ISA/Insurer/SHA from the State to which beneficiary belongs.
5. The EHCP must ensure that the required documents are in place.
6. Under AB-PMJAY/HIMCARE/any other scheme as prescribed, payment will be done by Host to Host payment system/ Electronic Fund Transfer only.
7. State Government has a right to avail similar services as contemplated herein from other institution for the Health services covered under this agreement.
8. State Government will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
9. State Government shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the EHCP and the EHCP shall obtain professional indemnity policy on its own cost for this purpose. The EHCP agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service.
10. Notwithstanding anything to the contrary in this agreement no Parties shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
11. Notwithstanding the imposition of any penalty under the terms of this contract, the State Government reserves the right to institute appropriate legal action against the proved unethical practices undertaken by the EHCP.

Termination

1. State Government reserves the right to terminate this agreement in case of material breach and as per the guidelines of the schemes issued by the State Government from time to time.

2. This Agreement may be terminated by either party by giving one month's prior written notice by means of registered letter or a letter delivered at the office and duly acknowledged by the other, provided that this Agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed by the parties hereto prior to such termination.
3. Either party reserves the right to inform public at large along with the reasons of termination of the agreement by the method which they deem fit.

Confidentiality

Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this agreement. The EHCP shall not disclose to any third party, and shall use its best efforts to ensure that its, officers, employees, keep secret all information disclosed, including without limitation, document marked confidential, medical reports, personal information relating to insured, and other unpublished information except as maybe authorized in writing by the Second Party. The Second Party shall not disclose to any third party and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors and affiliates keep secret all information relating to the EHCP including without limitation to the EHCP's proprietary information, process flows, and other required details.

Notices

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and delivered to the other Party:

- a. By registered mail;
- b. By courier;
- c. By facsimile;

In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given

- If sent by registered mail, seven working days after posting it; and
- If sent by courier, seven working days after posting it; and
- If sent by facsimile, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.

The notices shall be sent to the other Party to the above addresses (or to the addresses which may be provided by way of notices made in the above said manner):

If to the EHCP:

Attn:

Tel:

Fax:

If to DHSR:

The Director Health Safety & Regulation
Health and Family Welfare Department
Red Cross Building, Near Governor House, Shimla-2 (HP)
Government of Himachal Pradesh

Miscellaneous

1. This Agreement together with the clauses specified in the guidelines of the schemes and any Annexure attached hereto constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, and all other mutual understandings, accord and agreements, irrespective of their form between the parties. Any annexure shall constitute an integral part of the Agreement.
2. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.
3. Should specific provision of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby.
4. The EHCP may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of Second Party, provided whereas that the SHA may assign this Agreement or any rights, title or interest herein to an Affiliate without requiring the consent of the EHCP.
5. The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.
6. The EHCP will indemnify, defend and hold harmless the State Government/Second Party against any claims, demands, proceedings, actions, damages, costs, and expenses which the latter may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the EHCP or any of its employees/doctors/other medical staff.

Law and Arbitration

- (i) The provisions of this Agreement shall be governed by and construed in accordance with Indian law.
- (ii) Any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination or invalidity thereof, shall be referred to the Administrative Secretary (Health) to the Government of Himachal Pradesh.
- (iii) The courts in Shimla, the State capital of Himachal Pradesh, shall have the exclusive jurisdiction over any disputes arising under, out of or in connection with this Contract.

NON – EXCLUSIVITY

The State Government reserves the right to appoint any other health care provider for implementing the packages envisaged herein and the EHCP shall have no objection for the same.

Severability

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

Captions

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

SIGNED AND DELIVERED BY

the EHCP. - the within named _____,
by the Hand of _____
its Authorised Signatory

Director Health Safety & Regulation,
Himachal Pradesh.

In the presence of:

In the presence of:

Penalties for Offences by the Hospital			
Case Issue	First Offence	Second Offence	Third Offence
Illegal cash payments by beneficiary	Full Refund and compensation 5 times of illegal payment to the beneficiary	In addition to actions as mentioned for first offence, Rejection of claim for the case	De-recognition
Billing for services not provided	Rejection of claim and penalty of 3 times the amount claimed for services not provided, to State Health Agency	Rejection of claim and penalty of 8 times the amount claimed for services not provided, to State Health Agency	De-recognition
Up coding/ Unbundling/ Unnecessary Procedures	Rejection of claim and penalty of 8 times the excess amount claimed due to up coding /unbundling/Unnecessary Procedures, to State Health Agency. For unnecessary procedure:	Rejection of claim and penalty of 16 times the excess amount claimed due to up coding/unbundling/Unnecessary Procedures, to State Health Agency	De-recognition
Wrongful beneficiary Identification	Rejection of claim and penalty of 3 times the amount claimed for wrongful beneficiary identification to State Health Agency	Rejection of claim and penalty of 8 times the amount claimed for wrongful beneficiary identification to State Health Agency	De-recognition
Non-adherence to quality and service standard	In case of minor gaps, warning period of 2 weeks for rectification, for major gaps, Suspension of services until rectification of gaps and validation by SEC/ DEC	Suspension until rectification of gaps and validation by SEC/ DEC	De-recognition

Turn Around Time to be followed by EHCPs under ABPMJAY/HIMCARE

	Activities	TAT	Action
1	Pre-Auth Initiation after Patient Registration (by EHCP)	24 Hours post registration	<ul style="list-style-type: none"> • Reminder after 24 hours. • Auto rejection after 48 hours. • New registration shall be initiated once rejection due to non –initiation pre-authorizations
2	TAT for Pre-Authorization request	6 Hours (as per threshold set in TMS)	<ul style="list-style-type: none"> • Auto approval after 6 hours (working hours)
3	Response on PPD Query (by EHCP)	24 Hours	<ul style="list-style-type: none"> • Reminders after 24 hours, 48 hours, auto reject after 72 hours due to non-submission of PPD query. • The rejected claim can be revoked by the SHA on receiving proper justification from EHCP post 72hours.
4	Claim Submission after discharge (by EHCP)	<p>To Submit ASAP but not later than 7 days post discharge,</p> <p>Above 7- up to 21 days with SHAs written approval</p> <p>Above 21 days up to 45 days with CEO SHAs approval</p> <p>Beyond 45 days –not admissible</p>	<ul style="list-style-type: none"> • First auto reminder would be sent after 1st day and 3rd day and final auto reminder would be sent after 5th day of discharge. • Claim beyond 7 days will move to SHA bucket. For reconsideration upto 21 days, medco shall raise reconsideration request quoting reason for the delay. • Claim beyond 21 days will move to CEO SHAs bucket for reconsideration up to 45 days, medco shall raise reconsideration request quoting the reason for elay.
5	Response on CPD Query (by EHCP)	To Submit ASAP but not later than 7 days	<ul style="list-style-type: none"> • First auto reminder after 1 day, 3 days and Auto reject after 7 days due to non submission of response to CPD query. • The rejected claim can be revoked by SHA after receiving proper justification from EHCP post 7 days.
6	TAT for Claim payment	15 days within the State and 30 days for inter-state portability	<ul style="list-style-type: none"> • No Change. Present practice to continue.
