

**AGREEMENT BETWEEN THE CHIEF MEDICAL OFFICER / MEDICAL
SUPERINTENDENT, DISTRICT HIMACHAL PRADESH AND
PRIVATE INSTITUTION TO BE EMPANELLED AS BIRTH WAITING HOME**

This agreement is made on the _____ day of _____ 201__ between the Govt. of Himachal Pradesh through Chief Medical Officer / Medical Superintendent, _____ District, Health & Family Welfare Department, Himachal Pradesh having its office at _____ (here-in after called CMO/ MS, which expression shall, unless repugnant to the context or meaning there of include its successors legal representatives and assigns) of the First Part

And

_____ (Name of the sarai / guest house / dharamshala with Address) through _____ R/o

Working as _____ authorized to execute / sign the

agreement (here- in-after called “Institution” which expression shall, unless repugnant to the context of meaning thereof, include its successors and assign) of the second part.

Whereas, the National Health Mission, Government of Himachal Pradesh is striving to improve access to health facilities for pregnant women living in remote and tribal areas with poor road connectivity through birth waiting homes. Pregnant women can come and stay in these homes well before their expected date of delivery and be further transferred to the health facility once they go in to labour. For the same, the pregnant women needs to be provided all support and incentivized to move into these institutions at least one week before expected date of delivery or when required due to medical condition.

NHM proposes to empanel institutions through the CMO/ MS such as sarai/ guest house/ dharamshala as birth waiting homes. The empanelled facility will provide secure accommodation for pregnant women and attendants with food.

AND WHEREAS _____ *(Name of institution)* offered to be empanelled as birth waiting homes

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

1. DEFINITIONS & INTERPRETATIONS

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

- 1.1.1 **“Agreement”** shall mean this agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- 1.1.2 **“Benefit”** shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
- 1.1.3 **“Beneficiary”** shall mean a person who is eligible for stay in the empanelled institution under this agreement.
- 1.1.4 **“Empanelled institutions”** shall mean the institution authorized by the Govt. of Himachal Pradesh for the purpose of stay of the beneficiary.
- 1.1.5 **“CMO/ MS”** shall be the Chief Medical Officer / Medical Superintendent, District _____, Govt. of Himachal Pradesh having its office at District _____, which expression shall be deemed to mean and include its successors and assigns.
- 1.1.6 **“Recognition of Institution”** shall mean the sarai/ guest house/ dharamshala empanelled by the Govt. of Himachal Pradesh for a particular period for providing stay to the beneficiaries.
- 1.1.7 **“De-recognition of Institution”** shall mean debarring the sarai/ guest house/ dharamshala on account of adopting unethical practices or fraudulent

means in providing benefit to the 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.

1.1.8 “**Party**” shall mean either the CMO/MS or Institutions and “**Parties**” shall mean the CMO/MS and Institution.

2 **SERVICE :** The institution shall provide facility of stay to the patient and attendant fulfilling all the conditions laid down in the agreement.

3 **CHARGES :** The cost of providing the benefit to the beneficiary.

4 **DURATION :** Will be empanelled for 2 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for subsequent periods as may be required by the Govt. of Himachal Pradesh through CMO / MS subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent.

5. GENERAL CONDITIONS

5.1 The CMO’s/MS of the respective district will empanel the institution for a period of two years.

5.2 Pregnant women from remote and tribal areas, with poor road connectivity and access to health facilities can come and stay in these homes well before their expected date of delivery (EDD) and transferred to the health facility once they go into labour.

5.3 Pregnant women who would require frequent reviews in the health facility due to a medical condition can also be allotted place in birth waiting homes.

5.4 The stay will be free of charges to the pregnant women and one attendant.

5.5 A separate room with two beds (one for patient and one for attendant) will be allotted to each pregnant mother

5.6 The birth waiting home will provide 3 meals and evening snacks to the patient and the attendant or will provide facility to cook food on their own if the patient so desires.

5.7 Each room will have an attached toilet.

5.8 The facility would be accessible by road, preferably within a radius of 1 km from a health facility with reasonable security.

5.9 The pregnant women who is interested to stay in Birth waiting Home will give a requisition to the CMO/MS who will allow the allocation in the birth waiting home, keeping in view the remoteness of the patient’s residence and medical condition

5.10 The manager of the institution will submit his bills to the CMO/MS with the requisition slip and the CMO/MS will settle the account after taking into

consideration the discharge record of the patient. The rate being charged will not be more than what is being charged for same procedure from other patients.

5.11 The institution shall provide sufficient security to the pregnant women and their attendants during their stay in the Birth waiting Home.

5.12 The institution will charge an amount of Rs. _____ per day for stay and Rs. _____ for food if applicable from the Chief Medical Officer/ Medical Superintendent, District _____.

6 DUTIES AND RESPONSIBILITIES:

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

7 NON ASSIGNMENT

The institution 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 institution from any liability or obligation under this agreement

8 INSTITUTION'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The institution is responsible for and obliged to conduct all contracted activities in accordance with the Agreement. The institution is obliged to act within its own authority and abide by the directives issued by the Government of Himachal Pradesh in this context. The institution 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.

9 TERMINATION FOR DEFAULT

9.1 The CMO / MS may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the institution, terminate the Agreement in whole or part: If the institution fail 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 Government of Himachal Pradesh pursuant to the Condition of Agreement or
If the institution fails to perform any other obligation(s) under the Agreement or
If the institution, in the judgment of the Government of Himachal Pradesh has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement

- 9.2 If the institution found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by the CMO/MS 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.
- 9.3 In case of any violation of the provisions of the Agreement by the institution such as (but not limited to), refusal of service, misbehavior, misconduct, deficient or defective service and negligence, the CMO/MS shall have the right to de-recognize the institution as the case may be.

10 INDEMNITY

- 10.1 The institution 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 institution 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 institution as a Party for anything done or purported to be done in the course of the execution of this Agreement. The institution 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 institution.
- 10.2 The institution 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. CMO/MS/ the Government of Himachal Pradesh may at its discretion and shall always be entirely at the cost of the institution defend such suit, either jointly with the institution or singly in case the latter chooses not to defend the case.

11 ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the CMO/MS and the institution 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 MISCELLANEOUS

- 12.1 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 CMO/ MS and the institution.
- 12.2 The institution shall not represent or hold itself out as an agent of the CMO/ MS/ Government of Himachal Pradesh.
- 12.3 The CMO/ MS/ the Government of Himachal Pradesh will not be responsible in any way for any negligence or misconduct of the institution 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 institution or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 12.4 The institution shall notify/inform the Government of any material change in their status and their shareholdings or that of any Guarantor of the institution in particular where such change would have an impact on the performance of obligation under this Agreement.
- 12.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 12.6 In case, the institution is wound up or partnership is dissolved, the CMO / MS 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 institution during the period when the Agreement was in force.
- 12.7 The institution shall bear the entire expenses incidental to the preparation and stamping of this agreement.

13 NOTICES

- 13.1 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.

CMO's/ MS office: The Chief Medical Officer/ Medical Superintendent,
District _____ Health and Family Welfare Department, Government
of Himachal Pradesh

Institution with address: _____

- 13.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have

been served, even if, it returned with remarks like refused, left, premises locked, etc.

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

In the presence of witness:

- 1.
- 2.

Signed by First Party

Chief Medical Officer / Medical Superintendent,
District _____ Department of Health and
Family Welfare For and on behalf of Govt. of
Himachal Pradesh

In the presence of witness:

- 1.
- 2.

Signed by Second Party

For and on behalf of (Institution) Duly authorized
vide No.....datedof (name of the
institution)

