

Nirman Bhawan, New Delhi
Dated the 01st September, 2023

OFFICE MEMORANDUM

Subject: **Renewal of Empanelment Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh” under CS (MA) Rules, 1944 under CS (MA), Rules, 1944-rgarding.**

The undersigned is directed to refer letter dated NIL regarding **renewal** of empanelment of **Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** for treatment of Central Government Employees and their family members under Central Services (Medical Attendance) Rules, 1944. The said proposal has been examined in this Ministry and found to be in order. It has been decided to renew the empanelment **Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** under CS (MA) Rules, 1944 for a period of 02 years from the date of signing of fresh MOU on the same terms and conditions laid down in O.M. No. S. 14021/23/2018-EHS dated 10th February 2021.

2. The hospital stands re-empanelled under CS (MA) Rules, 1944 for a period of 2 (two) more years from the date of issue of this O.M.
3. The authorities of **Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** will have to enter into a fresh agreement with the Government of India to the effect that the Hospital will charge from the Central Government employees at the rates fixed by the Government and they will have to sign a fresh Memorandum of Understanding (MoU) failing which the Hospital will be de-recognized (two original copies of MoU duly signed by the Hospital to be sent for acceptance). Subject to above, the Hospital can start treating Central Government employees covered under CS (MA) Rules, 1944.
4. A communication in acceptance of the Para 3 above may be sent to the undersigned within a week from the receipt of this Office Memorandum.

Hemlata Singh

(Hemlata Singh)

Under Secretary to the Government of India

To,

1. **Himachal Dental College & Hospital, P.O. Bhojpur, Tehsil Sunder Nagar, Mandi-175002, Himachal Pradesh**
2. All Ministries/Departments of Govt. of India as per distribution list.
3. Directorate General of Health Services (MG-II Section)
4. Estt.I/Estt.II/Estt.III/Estt.IV Sections, Ministry of Health & Family Welfare
5. Admn.I/Admn.II Sections of Directorate General Health Services
6. Finance Division of Ministry of Health & Family Welfare, Nirman Bhawan, New Mumbai
7. All staff side members of National Council (JCM).
8. NIC, Nirman Bhawan, with the request that the O.M. be uploaded in the website of the Ministry.
9. Hindi Section for Hindi version.
10. Guard file of EHS Section.

(हेमलता सिंह)
(HEMLATA SINGH)
अवर सचिव / Under Secretary
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
Ministry of Health & Family Welfare
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

Memorandum of Understanding between the Central Government **“Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** under CS (MA) Rules, 1944.

The Memorandum of Understanding is made on (Date) between the President of India who shall be the 1st party and the **“Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** who shall be the 2nd party under which the Hospital shall undertake for the treatment of Central Govt. employees.

Whereas, **“Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** had applied for renewal of empanelment under CS (MA) Rules, 1944 for treatment of Central Government Employees;

Whereas the Central Government in the Ministry of Health and Family Welfare vide its O.M. No.S.14021/23/2018-EHS dated 29.08.2023 approved the proposal of **“Renewal of Empanelment Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** under CS(MA) Rules, 1944 for treatment of Central Government Employees and Members of their families subject to the condition that the schedule of charges for treatment of Central Government Employees and members of their family under CS(MA) Rules, 1944 shall be regulated as per the schedule of approved charges of CGHS (Non-NABH) rates and also subject to the condition that **Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** would enter into an agreement with the Government of India within a period of 3 months from date of issue of O.M., to the effect that the hospital will charge Central Government employees at the rate fixed by the Government, failing which the hospital would be liable for de-empanelment. The hospital shall charge CGHS NABH rates or its own rates, whichever is less. If the NABH accreditation will expired, then it will charge CGHS (NON-NABH) rates or its own rates, whichever is less.

Now, therefore, the Central Government and **“Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** hereby enter into an agreement to be mutually adhered to by both the parties whose terms, conditions and applications are as below: -

1. **“Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** is re- empanelled under CS (MA) Rules, 1944 for treatment of Central Government Employees and Members of their family subject to the conditions that: -

- (i) **“Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** stands recognized for a period of 2 years from the date of signing of MOU. The period will be extended to another 2 years on request if there are no complaints against the Hospital and work has been found satisfactory.
- (ii) **“Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh”** will charge the Central Government Employees as per the schedule of approved charges of CGHS-NABH rates, which are available on the website of CGHS, or the actual rate of the Hospital, whichever is less.
- (iii) The Hospital, shall, in no case, charge an amount more than that agreed to as para 1(ii) above from any central Government Employees.

- (iv) The Hospital, shall not discriminate in any way against the Central Government Employees receiving treatment in the hospital as compared to any other patient;
- (v) The Hospital shall nominate the Nodal Officer for hearing grievances of the Central Government Employees, and display the same at prominent place.
- (vi) The hospital shall provide access to the financial and medical records for review by medical and financial auditors of the Central Government, as and when necessary;
- (vii) The Hospital will pay damages to the beneficiaries, if any injury, loss of part or death occurs due to gross negligence, or due to transfusion of improperly checked blood, if such injuries occur in consequence of treatment in the hospital/diagnostic centre.
- (viii) Any legal liability coming out of such services shall be dealt by the hospital/diagnostic centre and it shall alone be responsible.
- (ix) In case of any complaint of overcharging, the Central Government may, after due enquiry, reserve the right to de-empanel "**Himachal Dental College & Hospital, Distt. Mandi, Himachal Pradesh**" without any notice, and without any prejudice to any other action to be taken as per law.

2. Neither Party may assign this MOU or any interest therein without the written consent of the other party. The laws of the Government of India shall govern the construction and interpretation of this MOU.

3. If any provision of this MOU or any provision of any document incorporated by reference shall be hold invalid, such invalidity shall not affect other provisions of this MOU. This MOU can be given effect without the invalid provision and to this end, its other provisions are declared to be severable.

4. This MOU contains the entire Agreement between the two parties and no statements, promises or inducements made by either parties, its authorised parties or expert groups that are not contained in this MOU, shall be valid and binding. This MOU can be modified or altered only on written agreement signed by both the parties.

5. The original copy of this Memorandum of Understanding (MOU) shall be kept at the office of First Party and a true copy shall be retained in the office of Second Party.

Signed on ----- day of ----- 2023 at.....

For the Hospital

For Central Government.