



**STANDARD ACCREDITATION  
AGREEMENT BETWEEN NABH-  
QCI AND HOSPITAL/  
HEALTHCARE ORGANIZATION**

**Note: This agreement is to be printed on a Stamp Paper of Rs. 50/-**

**Standard Accreditation Agreement Between NABH-QCI And Hospital/ Healthcare Organization.**

This **AGREEMENT** is made on this .....day of .....between the National Accreditation Board for Hospitals and Healthcare Providers, established by Quality Council of India, New Delhi legally represented by Chief Executive Officer (name), herein after referred to as “the NABH” (which expression shall where ever the context so requires or admits be deemed to mean and include its successor)

**And**

The [name organization] established in [place], legally represented by [name], hereafter referred to as ‘Healthcare Organization / Hospital; (which expression shall where ever the context so requires or admits be deemed to mean and include its successor)

The undersigned hereafter also jointly referred to as ‘the parties’ and individually referred to as ‘the party’.

This Agreement will be for a period from .....to .....with the option of renewal for .....years at an .....fees paid of the then existing rate on terms and conditions to be mutually agreed upon.

**By THESE PRESENTS it is hereby agreed as follows:-**

1. The NABH has the goal of contributing to the assurance and improvement of the quality of care in Healthcare Organization / Hospital.
2. From the nature of the activities, a durable relationship is required between the NABH and the Healthcare Organization / Hospital, characterized by integrity, trust and carefulness.
3. The Hospital proposes to participate in the NABH accreditation programme.
4. The parties therefore wish to establish the most important rights and obligations in this agreement, which is standard for all Healthcare Organization / Hospital that enter into a comparable relationship with the NABH. The contents of this agreement are also valid as the basis for the obligations in the context of the accreditation which have been established in other ways.
5. The NABH shall examine the assessment report. The report is taken to the accreditation committee. Depending on the score and compliance to the standard, NABH would decide the award of accreditation or otherwise as per details given below.
  - **Pre-accreditation entry level:** The validity period for pre-accreditation entry level stage is from a minimum 6 months to a maximum of 36 months. It means

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that a hospital placed under this award cannot apply for assessment before 6 months.

- **Pre-accreditation progressive level:** The validity period for pre-accreditation progressive level stage is from a minimum 3 months to a maximum of 36 months. It means that a hospital placed under this award cannot apply for assessment before 3 months.
- **Accredited:** The validity period for accreditation is maximum 3 years subject to terms and conditions.

### **THE PARTIES HAVE THEREFORE AGREED TO THE FOLLOWING:-**

#### **1. Participation in the accreditation programme:-**

1.1. As of **[date]** the Healthcare Organization / Hospital will participate in the NABH accreditation Healthcare Organization / Hospital on the basis of the application by the Healthcare Organization / Hospital concerning the following accreditation track:

1.2. Via a procedure and method which has been established for a Healthcare Organization / Hospital and which is known about in advance, at the request of the organization, the NABH will ensure that it is periodically investigated for its conformity with standards established by the NABH for comparable Healthcare Organization / Hospital, which are known in advance and are published. The activities in relation to this will herein after be indicated with the terms 'Accreditation process'.

1.3. Should it be evident that the Healthcare Organization / Hospital has met the standards, the NABH will decide to grant the Healthcare Organization / Hospital accreditation status for a specific period of time. It should be evident that the Healthcare Organization / Hospital has met the standards in a follow-up accreditation then only the NABH shall decide to continue this accreditation status. There may be conditions attached to the accreditation status, as elsewhere expressed in the description of the relevant accreditation procedure.

1.4. The Healthcare Organization / Hospital shall give the NABH all the cooperation and provides information which is, in all reasonableness, necessary for carrying out the accreditation process, in particular for the formation of judgment about whether the Healthcare Organization / Hospital meets the requirements set by the NABH.

1.5. The Healthcare Organization / Hospital furthermore meets the obligations in or pursuant to this agreement. By signing this agreement the Healthcare Organization / Hospital declares itself to agree with the contents of other conditions like the regulation on complaints and appeals, verification, surveillance, surprise assessments and other assessment as notified from time to time.

#### **2. The mutual obligations in the accreditation process:-**

2.1. For each accreditation cycle, the NABH designates a, contact person who will serve as central contact person from NABH with the Healthcare Organization / Hospital.

2.2. The NABH carries out the accreditation process with the help of qualified assessors.

**2.3.** For each accreditation process for each Healthcare Organization / Hospital, the NABH nominates an assessment team. The composition of the team is submitted to the Healthcare Organization / Hospital, before it has been definitely appointed. In case / in the event if Healthcare Organization / Hospital object to one or more members of the assessment team, it can submit a substantiated objection to the NABH Secretariat prior to the assessment then it would be the sole discretion of NABH Secretariat to consider this objection or not.

**2.4.** The NABH will not nominate assessors who had been involved in the activities of the Healthcare Organization / Hospital preceding the commencement of the accreditation cycle, as elsewhere expressed in the regulation on assessors. During the implementation of the accreditation process, Further the persons nominated by NABH process or who participated in accreditation process shall strive for Impartiality, Confidentiality and Integrity.

**2.5.** The Healthcare Organization / Hospital designate a contact person (Accreditation Coordinator) for each accreditation cycle.

**2.6.** The Healthcare Organization / Hospital provides the NABH with all the information, arranges for the cooperation of all members of staff, offers documents for inspection – within the limits of legal regulations – and gives the NABH access to all the areas in the Healthcare Organization / Hospital, in so far as they are, in all reasonableness, needed for being able to carry out the accreditation process well, in particular to enable the NABH to arrive at a judgment about whether the Healthcare Organization / Hospital meets the set requirements for accreditation purpose. The Healthcare Organization / Hospital shall also provide all the information unasked, which they in all reasonableness understand to be important for the decision-making process of the NABH about the accreditation status.

**2.7.** The Healthcare Organization / Hospital makes facilities available to the NABH assessment team, in so far they are in all reasonableness needed for being able to carry out the accreditation process well.

**2.8.** The Healthcare Organization / Hospital makes sure that the NABH, in its judgment, has taken all the facts into account which they are aware of and which, in all reasonableness, they understand to be important for the NABH arriving at a good formation of judgment about granting or continuing the accreditation status. For this purpose, in submitting a self-assessment report, the Healthcare Organization / Hospital shall also submit a declaration in which they guarantee the accuracy and completeness of the information which the NABH uses in its judgment.

**2.9.** The Healthcare Organization / Hospital shall be provided with a copy of designated part(s) of the Assessment Report after the NABH assessment is over. An original copy of this report shall be retained by the NABH. Regarding this, the NABH reserves the right and shall have sole discretion to include the contents of this report in research and / or studies while maintaining the anonymity of the hospital.

**2.10.** If and as long as the Healthcare Organization / Hospital is not granted accreditation status, and if and as long as the accreditation status is not continued, the Healthcare Organization / Hospital is not permitted to communicate or create the impression that they have been granted accreditation status.

### **3. Accreditation status.**

**3.1.** The accreditation status shall be granted for a specific period each time. This accreditation status may be subject to conditions, as elsewhere expressed in the relevant accreditation procedure.

**3.2.** For each specific period, the Healthcare Organization / Hospital receives an accreditation certificate from the NABH which states the accreditation status of the Healthcare Organization / Hospital and declares what it specifically refers to.

**3.3.** The NABH sets up the accreditation process in such a way that the Healthcare Organization / Hospital, should meet the requirements set by the NABH, can enjoy a continuous accreditation status subject to terms and conditions set for accreditation process from time to time.

**3.4.** The Healthcare Organization / Hospital has the right to announce the accreditation status in all its communications. In relation to this, it will refrain from suggesting more or other than what is referred to in the declaration on the accreditation certificate. The Healthcare Organization / Hospital may use the logo of the NABH according to the guidelines which are published on the website of the NABH, using the format as provided by the NABH.

**3.5.** When, during the terms of validity of the accreditation status, facts or circumstances occur or facts or circumstances become known which the Healthcare Organization / Hospital in all reasonableness understands to be important for the judgment of the NABH about the accreditation status or the conditions attached to it, the Healthcare Organization / Hospital will report them to the NABH as quickly as possible and at most within 15 days, in writing.

**3.6.** The NABH may decide to defer the accreditation status on the grounds of **NABH Policies and Procedures for dealing with adverse and other decisions** (NABH-PROC\_ADVERSE DECISIONS as published on NABH website).

**3.7.** Policy and procedure for dealing with adverse decisions against accredited Healthcare Organization / Hospital is mentioned below.

#### **3.7.1. Shifting of Renewal Date**

##### **Condition**

1. If a Healthcare Organization / Hospital has not applied 6 months prior to the expiry of accreditation and is unable to complete formalities for re-accreditation before the expiry of accreditation then NABH shall take action accordingly as follows:-

##### **Action by NABH**

1. The Healthcare Organization / Hospital will not remain in accredited category and cannot use NABH Accreditation Mark.

2. No extension will be granted after the expiry of accreditation.

3. Accreditation status will be granted when the Healthcare Organization / Hospital undergoes the re-assessment; is able to complete the corrective actions on the non-conformances after Reassessment and the Accreditation Committee recommends renewal of accreditation. The renewal date of Accreditation certificate, in case it is after the expiry of accreditation certificate, shall be the date on which the recommending authority sends recommendation. The certificate shall be valid for a period of maximum three years.

### **3.7.2. Expiry of Accreditation.**

#### **Condition**

1. That when the Healthcare Organization / Hospital has not submitted the application for renewal within stipulated time before expiry of accreditation then NABH shall take action accordingly as follows:-

#### **Action by NABH.**

1. NABH Office shall inform the Healthcare Organization / Hospital at least one month before expiry of accreditation that it shall not claim accreditation status and shall not use NABH Accreditation Mark in letterheads, publicity matters etc. After the expiry of accreditation, NABH website will be updated to show the expired status.

2. The Healthcare Organization / Hospital shall have to apply afresh depositing application fees and other outstanding charges and undergo fresh assessment, as a new applicant Healthcare Organization / Hospital.

3. The Registration number will remain same, for the purpose of identification and tracking of earlier records.

4. The Healthcare Organization / Hospital shall have a new certificate date.

5. The status shall be published on NABH website from time to time.

### **3.7.3. Abeyance**

#### **Condition**

1. When a Healthcare Organization / Hospital had undergone a Surveillance or Re-assessment visit and has not taken any corrective action within 3 months of Surveillance/ Re-assessment visit.

2. When a Healthcare Organization / Hospital has not paid the Accreditation fees and the accreditation expenses, beyond three months' liability.

3. When a Healthcare Organization / Hospital does not / shall not appropriately respond to the queries as requested / asked by NABH, even after two reminders.

4. When a total system failure or gross negligence in technical aspects is identified at the time of Surveillance or Re-assessment visit then NABH shall act accordingly as follows:-

**Action by NABH**

1. That the Healthcare Organization / Hospital shall be notified in writing.
2. That the abeyance status is given to a Healthcare Organization / Hospital for no longer than three months.
3. That the Healthcare Organization / Hospital in abeyance status is not published, however if inquiries are made then Healthcare Organization / Hospital is referred to as under abeyance and working towards re-accreditation.
4. To regain accreditation status, the Healthcare Organization / Hospital in abeyance status must notify to NABH of its desire and agree to undergo full assessment, paying the re-assessment charges and other outstanding payments. Abeyance status shall continue till reassessment is completed and a decision is taken on it.
5. The certificate date remains unchanged, after accreditation is restored.
6. If the Healthcare Organization / Hospital does not proceed further or respond or notify NABH about its inability of being reassessed within 3 months of the abeyance status, action shall be initiated to suspend the accreditation of the Healthcare Organization / Hospital.
7. The Healthcare Organization / Hospital during the period of abeyance shall not use accreditation mark and claim accreditation.
8. In case of total system failure and gross negligence in technical aspects, observed during surveillance or re-assessment, NABH will immediately put the Healthcare Organization / Hospital under 'Abeyance' category and ask the Healthcare Organization / Hospital to stop claiming accreditation status.

**3.7.4 Suspension shall follow conditions as mentioned below:-**

1. When a Healthcare Organization / Hospital continues to be in 'Abeyance' status for three months
2. When a Healthcare Organization / Hospital violates the conditions of maintaining accreditation such as:
  - Non co-operation with NABH
  - Refusal to allow examination of documents & records by Healthcare Organization / Hospital.
  - Denial of access to NABH & its assessor to its services and patient care areas
  - Wrong representation of scope of accreditation
  - Misuse of accreditation mark

- Misleading reporting of facts
- Brings NABH into disrepute in any manner etc.
- Result of complaint analysis or any other information, which indicates that the Healthcare Organization / Hospital no longer complies with requirements of NABH.

**Action by NABH.**

1. The Healthcare Organization / Hospital is notified in writing.
2. After 30 days, if issues are not resolved, a suspension letter is issued.
3. The suspension status of Healthcare Organization / Hospital is published.
4. A Healthcare Organization / Hospital can remain in suspension status for a maximum period of three months.
5. If the Healthcare Organization / Hospital does not respond to the actual suspension letter or refuses to meet the conditions to lift the suspension, 'Withdrawal' action is initiated. If, even after suspension, the Healthcare Organization / Hospital continues to violate the conditions of accreditation, an action on withdrawal of accreditation shall be initiated by NABH.
6. The Healthcare Organization / Hospital, during the period of suspension cannot use NABH accreditation mark and claim accreditation, Healthcare Organization / Hospital found using accreditation mark then NABH reserves its rights for appropriate legal action.
7. NABH newsletter and NABH website will announce the suspension of accreditation.

**3.7.5 Forced Withdrawal.**

**Condition**

1. When a Healthcare Organization / Hospital remains in 'Suspended status' for three months and have not met the condition for lifting the suspension even after three months.

**Action by NABH**

1. The Healthcare Organization / Hospital is notified in writing.
2. The withdrawal status is published.
3. In case the Healthcare Organization / Hospital has been withdrawn from the accreditation programme it is debarred to participate in the accreditation programme for at least 1 year. The Healthcare Organization / Hospital can be re-enrolled in the programme by giving valid justification of earlier withdrawal by applying as a new Healthcare Organization / Hospital and paying full fees and assessment charges, applicable at time.



4. After the Healthcare Organization / Hospital accreditation status is withdrawn, the Healthcare Organization / Hospital shall not use accreditation mark or claim accreditation.

3.7. The decision for deferment comes into force, as soon as this decision and the reasons for it are communicated to the Healthcare Organization / Hospital via registered post. In the decision, the NABH shall mention period of time in which the Healthcare Organization / Hospital shall be given the opportunity of reversing the deferment.

3.8. In the case of and during the period of the deferment, the Healthcare Organization / Hospital shall not be permitted to communicate or give the impression that they have the accreditation status.

#### **4. Publicity and confidentiality:**

4.1. The Board of the NABH establishes the publication policy in relation to the accreditation status and the accreditation process for Healthcare Organization / Hospital affiliated with the NABH and ensures that notification of this is made on the website of the NABH.

4.2. With due regard to the publication policy, the NABH will observe confidentiality about all the knowledge gained about the Healthcare Organization / Hospital in the context of the accreditation process. This is in relation to all information which is not legally accessible for the public or third parties. For this purpose, the NABH will / shall have all persons connected to the NABH, in whatever capacity, sign a declaration of confidentiality, which will remain in force after the affiliation with the NABH has ceased.

4.3. The NABH shall archive information about the Healthcare Organization / Hospital in a reliable manner which is not accessible for unauthorized persons and should the case arise, ensure that it is adequately destroyed.

#### **5. Finances.**

5.1. The Healthcare Organization / Hospital remunerates the NABH with an application and annual accreditation fee. Both are based on the list of fees established by the Board of the NABH to the extent that they are applicable on the basis of the category classification of the Healthcare Organization / Hospital and based on the desired accreditation or accreditations.

5.2. If there is a considerable change in the size or function of the Healthcare Organization / Hospital (for example, in the case that there is a change in the number of locations and/or sort of care provision), and it would be the discretion of NABH to reclassify the Healthcare Organization / Hospital in another category. Regardless of the moment that this change in size or functionality takes place, the Healthcare Organization / Hospital will owe the annual fee as established for the category in question, as of 1 January of the year that an accreditation cycle has been completed. Should this change result in a balance payable for calendar years which have already lapsed, the NABH will charge for the amounts in question by means of an invoice to this effect. The Healthcare Organization / Hospital is obliged to pay the invoice in question within 14 days of the date of the invoice.

**5.3.** In the event of or if the agreement is terminated for whatever reason, then the obligations which were already due on part of Healthcare Organization / Hospital should be met and there is no right to restitution for payments which have already been made on account of this agreement.

**5.4.** The Healthcare Organization / Hospital agrees to pay all costs and charges / expenses and stamp duty, if any, for registering this Agreement.

**5.5.** The NABH has the right to adjust fees unilaterally.

## **6. Liability.**

**6.1.** NABH is not liable for damage the Healthcare Organization / Hospital undergoes if any by participating in the accreditation Healthcare Organization / Hospital, through the NABH granting, continuing or deferring the accreditation status or not and through on the part of the NABH continuing or terminating this agreement.

**6.2.** The Healthcare Organization / Hospital safeguards the NABH from all agreements with third parties which stem from the participation of the Healthcare Organization / Hospital in the accreditation programme and the decisions which the NABH takes in this context.

**6.3.** The assessment and judgment of NABH DO NOT exclude incidents with regard to the quality of healthcare. For any adverse events/ incidents occurring in Healthcare Organization / Hospital, NABH shall not bear any responsibility in whatsoever manner.

**6.4.** NABH is not liable for any damages in the healthcare organization which can might incur / occur during the survey process unless in the case of deliberate intent or gross negligence on the part of persons designated by NABH.

**6.5.** NABH is not liable for any damages the Healthcare Organization / Hospital might incur because of participating in the accreditation program, or by any decision of NABH regarding the awarding or not awarding of accreditation status or the temporary or indefinite suspension of accreditation status or the discontinuation on the side of NABH of the Accreditation Agreement.

**6.6.** NABH is NOT a licensing body. NABH work is mainly to operate accreditation and allied programs in collaboration with stakeholders merely focusing on patient safety and quality of healthcare based upon National / International Standards, through process of self (internal survey) and external evaluation.

## **7. Duration and termination of agreement.**

**7.1.** Validity of this agreement is for a maximum 3 years period of time from the date of grant of accreditation.

**7.2.** Terminating the agreement on the part of the NABH shall not take place other than on the grounds of important reasons. Amongst others, this can be said to be the case:

**7.2.1.** if the Healthcare Organization / Hospital despite repeated appeals, does not, does not on time, or not adequately meet one or more of the obligations in this agreement;

**7.2.2.** after applying for accreditation if the organization does not show progress for continuous two years to have an accreditation status and no reasonable prospect exists that the Healthcare Organization / Hospital will be granted accreditation.

**7.2.3.** if facts, circumstances or behavior occur at the Healthcare Organization / Hospital whereby the NABH in all reasonableness cannot be expected to continue the agreement, under this it is understood but not limited to the contravention of the obligations.

**7.2.4.** The Agreement may be determined at any time by either party by giving either of them three month notice in writing, provided, however, if the Healthcare Organization / Hospital fails, and / or neglects to take proper care of patients to the reasonable satisfaction of NABH or does any act jeopardizing health, safety of patient then NABH shall determine / terminate Agreement irrespective of the service of any notice upon Healthcare Organization / Hospital.

**7.3.** Parties are furthermore authorized to annul this agreement to take effect at once in the case that one of both parties:

**7.3.1.** In the case that the NABH terminates the agreement, the Healthcare Organization / Hospital is not permitted to communicate or give the impression that it has accreditation status as of the day upon which the NABH terminated the agreement.

**7.4** For circumstances which are not provided in this agreement, the decision of Board of the NABH shall be considered final.

### **8. Disputes.**

**8.1.** Complaints about the implementation of the accreditation process, about the publication of information about the Healthcare Organization / Hospital or any other aspect of how the NABH functions, can be lodged with the NABH and will be dealt with according to the policy on complaints and appeal.

**8.2.** Appeals against decisions by the NABH can be registered by the NABH and will be dealt with according to the policy on complaints and appeal.

**8.3.** This contract shall be governed by the laws of India.

**8.4.** The Courts of Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**8.5.** In the event of either party failing to act in accordance with the provisions of Agreement, the aggrieved party shall at first instance try to settle the disputed points mutually and amicably, failing such attempt the point in dispute shall be referred to Arbitrator in accordance with the provisions of Arbitration & Conciliation Act, if however, the Arbitrator declines to make any decision or award on point referred to him then the parties concerned may settle the dispute by having recourse to appropriate legal proceedings in the Courts of Delhi.

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IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above-written.

On behalf of the NABH

On behalf of [*name organisation*]

**Witness 1**

**Witness 1**

**Witness 2**

**Witness 2**