

EMPANELMENT ACCEPTANCE LETTER
(To be given on Health Care Organizations Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of application.

Applied for : -

Dear Sir/Madam,

1. I / We have been presently empanelled under CGHS,.....since
as and have read terms and conditions
of stated in all the pages of Document for empanelment 2017 and Memorandum of and I/we
want to continue my/our empanelment under CGHS as per the terms and conditions as
contained in the Document for Empanelment 2017 and in the accompanying Memorandum of
Agreement.

2. I / We hereby certify that I / we have read the entire terms and conditions of the
Empanelment document 2017 from Page No. _____ to _____ (including all documents like
annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall
abide hereby by the terms / conditions / clauses contained therein.

3. Also I / We are not under suspension at present/ blacklisted by any PSU / Government
Department / Financial Organization / Court.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

DRAFT MOA

Annexure-V

**F. No. D.12034/22/14/CGHS-Desk-I
Government of India
Ministry of Health & F.W.
CGHS Division**

All the Hospitals, Exclusive Eye Hospitals/ Centres, Exclusive Dental Clinics and Diagnostic Laboratories/ Imaging Centers (existing and new) for empanelment under CGHS are required to prepare the Agreement between the Additional Director, CGHS and the concerned Health Care Organization on a non-judicial stamp paper of Rs. 100/- for further necessary action.

(Additional Director, CGHS)

AGREEMENT
BETWEEN
ADDITIONAL DIRECTOR, CGHS KOLKATA
AND

..... (Name of the HCOs)

This Agreement is made on the _____ day of _____, 2018 between the President of India acting through ADDITIONAL DIRECTOR, Central Government Health Scheme, Ministry of Health & F.W., Government of India having its office at 6, Esplanade East (Gr. Floor) Kolkata – 700 069 (hereinafter called CGHS, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part**

AND

..... (Name of the Hospital with Address) of the **Second Part.**

WHEREAS, the Central Government Health Scheme is providing comprehensive medical care facilities to the Central Government Employees / Pensioners and such other categories of beneficiaries as are decided from time to time.

AND WHEREAS, CGHS proposes to provide treatment facilities and diagnostic facilities to the Beneficiaries in the Private empanelled Hospitals, exclusive eye hospitals/centres, exclusive dental clinics, Diagnostic Laboratories/ Imaging centres in **KOLKATA**

AND WHEREAS, (Name of the Hospitals, Exclusive Eye Hospitals/ Centres, Exclusive Dental Clinics and Diagnostic Laboratories/ Imaging Centers) has agreed to give the treatment / diagnostic facilities available in the HCO to the CGHS Beneficiaries in the Health Care Organization at the rates offered by CGHS:

Facilities

.....
.....
.....

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 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 “Bill Clearing Agency” (BCA) means the agency appointed by CGHS for processing of Data/ Bills of all CGHS beneficiaries (both serving and pensioner) attending the empanelled Private Hospitals and for making payment.
 - 1.1.4 “Card” shall mean the CGHS Card, issued by any competent authority, of any CGHS city.
 - 1.1.5 “Card Holder” shall mean a person having a CGHS Card .
 - 1.1.6 “CGHS Beneficiary” shall mean a person who is eligible for coverage of CGHS and hold a valid CGHS card for the benefit.
 - 1.1.7 “Coverage” shall mean the types of persons to be eligible as the beneficiaries of the Scheme to health services provided under the Scheme, subject to the terms, conditions and limitations.
 - 1.1.8 “Diagnostic Center” shall mean the (Name of the Diagnostic Center) performing tests / investigations
 - 1.1.9 “Imaging Centre” shall mean the (Name of the Imaging Centre) performing X-ray , CT Scan, MRI, USG, etc.,

- 1.1.10 "Emergency" shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- 1.1.11 "Empanelment" shall mean the hospitals, exclusive eye hospitals/centres, exclusive dental clinics, Diagnostic Laboratories/ Imaging centres authorized by the CGHS for treatment/ investigation purposes for a particular period.
- 1.1.12 "Hospital" shall mean the (*Name of the Hospital*) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.13 "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 CGHS beneficiaries after following certain procedure of inquiry
- 1.1.14 "Party" shall mean either the CGHS or the Hospital and "Parties" shall mean both the CGHS and the Hospital .
- 1.1.15 "CGHS "Package Rate"" shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a CGHS beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) – (i) Registration charges, (ii) Admission charges, (iii) Accommodation charges including patients diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor / consultant visit charges, (viii) ICU / ICCU charges, (ix) Monitoring charges, (x) Transfusion charges and Blood processing charges (xi) Pre Anesthetic checkup and Anesthesia charges, (xii) Operation theatre charges, (xiii) Procedural charges / surgeon's fee, (xiv) Cost of surgical disposables and all sundries used during hospitalization, (xv) Cost of medicines and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing care charges etc.

Package rates also include two pre-operative consultations and two post-operative consultations.

In case of surgical procedures, where its name is not listed under CGHS rate list, the rates given under other minor/major surgery under each specialty shall be applicable

Cost of Implants / stents / grafts is reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower.

If there is no CGHS prescribed ceiling rate for any implant reimbursement shall be limited to 60% of the MRP including GST & HCOs cannot charge more than that amount from CGHS beneficiaries.

In case a beneficiary demands a specific Brand of Stent / Implant and give his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable.

During In-patient treatment of the CGHS beneficiary, the hospital will not ask the beneficiary or his / her attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items.

However, the following items are not admissible for reimbursement:

Toiletries
Sanitary napkins
Talcum powder
Mouth fresheners

In cases of conservative treatment / where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates or as per AIIMS rates , if there is no CGHS rate for a particular item.

Package rates envisage up to a maximum duration of indoor treatment as follows:

Upto 12 days for Specialized (Super Specialties) treatment
Upto 7 days for other Major Surgeries
Upto 3 days for/ Laparoscopic surgeries / elective Angioplasty / normal deliveries and
1 day for day care / Minor (OPD) surgeries.

Short admission/OPD treatment for injections, infusion, etc. Rs.500/- would be reimbursed for all categories of beneficiaries.

However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rate, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, which shall be limited to accommodation charges as per entitlement , investigations charges at approved rates, doctors visit charges (not more than 2 visits per day per specialists / consultants) and cost of medicines for additional stay) . If more than one specialist is required to be consulted for treatment then the bills would be accepted only with proper justification of visits of different specialist.

No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/ faulty investigation procedure etc.

The empanelled health Care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid CGHS Card with prior permission or under emergency. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of a specific brand chosen by CGHS beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospital.

If any empanelled health care Organization charges from CGHS beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc., which are purchased from external sources, based on specific authorization of treating doctor / staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.

1.1.16. "BCA" shall mean a Third Party Administrator authorized by CGHS to process the medical reimbursement claims or to carry out medical audit.

Annexures-I shall be deemed to be an integral part of this Agreement.
The terms and conditions stipulated in the application document shall be read as part of this agreement.

2. DURATION OF AGREEMENT

The Agreement shall remain in force for a period of 2 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for another year subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent of both parties.

3. CONDITIONS FOR PROVIDING

TREATMENT/SERVICES A. GENERAL CONDITIONS

The hospitals, Exclusive Eye hospitals/centres, Exclusive Dental Clinics and Diagnostic centres shall be **empanelled for all facilities/services available** in the health care organization **as approved by NABH/NABL/QCI** and shall not be empanelled for selected specialties/ facilities.

The Hospitals, Exclusive Eye Hospitals/centres, Exclusive Dental clinics, Diagnostic Laboratories/ Imaging Centres shall investigate / treat the CGHS beneficiaries only for the condition for which they are referred with due authorization letter.

In case of unforeseen emergencies of these patients during admission for approved procedure, 'provisions of emergency treatment' shall be applicable.

It is agreed that CGHS beneficiaries shall be attended to on priority.

CGHS has the right to monitor the treatment provided in the Private Hospitals, exclusive eye hospitals/centres, exclusive dental clinics, Diagnostic Laboratories/ Imaging centres.

B. SIMPLIFICATION OF PROCEDURES FOR TREATMENT AT PRIVATE HOSPITALS EMPANELLED UNDER CGHS / CS(MA) RULES

As per Ministry of Health & Family Welfare OM NO. Z. 15025/105/2017/DIR/CGHS/EHS dated 09.11.2017, CGHS beneficiaries are allowed to undergo treatment at private hospitals empanelled under CGHS of specific treatment procedures listed under CGHS rate list and advised by a Specialist in a Central Government / State Government hospital or a CGHS Medical Officer without any requirement of any other referral (permission) letter.

Private empanelled hospitals shall perform the treatment on cashless basis in respect of pensioners, ex-MPs, Freedom Fighters, regular employees (both CGHS and CS(MA) beneficiaries) of this Ministry and other categories of CGHS beneficiaries who are presently eligible for credit facility and shall enclose a prescription issued by Government Specialist or a CGHS Medical Officer, in original (or a self attested photocopy) along with the hospital bill submitted to the Competent Authorities.

Serving government employees shall enclose the prescription issued by a Government Specialist or a CGHS Medical Officer in original (or a self-attested photocopy), while submitting the medical claim to the concerned Ministry / department / office for reimbursement.

CGHS Medical Officer / Government Specialist shall not refer the beneficiaries to any particular empanelled hospital by name but, shall **specify the treatment procedure and mention "referred to any CGHS empanelled centre."**

As per Ministry of Health & Family Welfare OM No. Z.15025/117/2017/DIR/CGHS/EHS dated 15.01.2018, the **validity of the advice** of Central Government / State Government Specialist / CGHS Medical Officer for listed treatment procedures shall be **for 3 months** unless mentioned otherwise and no other referral (permission) letter is required to undergo, the treatment procedure at any of the empanelled hospitals. It is also clarified that once a specific treatment procedure (listed) has been advised by a Specialist of Central Government / State Government or a CGHS Medical Officer, it is the option of CGHS beneficiary to undergo that treatment at any of the CGHS empaneled hospitals of his / her choice and it is not

compulsory that Specialists / CGHS Medical Officer shall refer the beneficiary for treatment to any CGHS recognized hospitals.

In case of investigations for which CGHS rates are prescribed no authorization letter is required and investigations are performed on the basis of advice / prescription of Government Specialist/CGHS Medical Officer and a valid CGHS Card.

C. INVESTIGATIONS PRIOR TO ADMISSION

All routine, related investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package. However specialized investigation would be reimbursed in addition to package rate.

D. ADDITIONAL PROCEDURES/INVESTIGATIONS

For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority except under emergency.

E. PROCEDURE WHERE EMERGENCY CASE NEEDS TREATMENT IN A SPECIALITY(S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The Hospital shall provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to CGHS authorities. However in such cases the Hospital will charge as per the CGHS rates only for the treatment provided. In non-emergency cases the hospital shall not admit CGHS beneficiaries , if facility is not available.

F. CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO CGHS

The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall immediately communicate to Additional Director / Joint Director of CGHS of concerned city about any change in the infrastructure /Shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of CGHS. The new establishment of the same Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

G. ANNUAL REPORT

The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging will submit an annual report regarding number of referrals received, admitted CGHS beneficiaries, bills submitted to the CGHS and payment received, details of monthly report submitted to the Additional Directors / Joint Additional Directors of CGHS of concerned City. Annual audit report of the hospitals will also be submitted along with the statement.

The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging shall submit all the medical records in digital format.

H. EMR / EHR

The empanelled health Care Organizations (except eye hospital/centre, dental clinics, Diagnostic Labs/Imaging Centres) shall have to implement Electronic Medical Records and EHR as per the standards and guidelines approved by Ministry of Health & Family Welfare within one year of its empanelment.

I. EMPANELMENT WITH AUTONOMOUS BODIES

All empanelled hospitals/ diagnostic centres/ exclusive eye centres/ exclusive dental clinics shall also agree for empanelment with any autonomous body/ public sector undertaking on same terms & conditions as with CGHS, on recommendation of Ministry of Health & Family Welfare.

J. MEETINGS

Authorized signatory / representative of the empanelled health care organizations shall attend the periodic meetings held by Additional Director / A.D. / J.D. / Department / Establishment of CGHS required in connection with improvement of working conditions and for redressal of grievances.

K. INSPECTIONS

During the visit by Additional Director / Joint Director/ CMO In-charge of the dispensary or any other authorized representative of the Ministry of Health / Additional Directorate General of Health Services / concerned Department, including BCA, the empanelled health care organization's authorities will cooperate in carrying out the inspection.

L. AID TO PUBLIC HEALTH AUTHORITIES

In case of any natural disaster / epidemic, the empanelled health care organizations shall fully cooperate with the Ministry of Health / Additional Directorate General of Health Services, Additional Director / Joint Director of CGHS of concerned city and will convey / reveal all the required information, apart from providing treatment.

M. NO COMMERCIAL PUBLICITY

The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre will not make any commercial publicity projecting the name of CGHS / Ministry of Health & F.W. or Government of India. However, the fact of empanelment under CGHS shall be displayed at the premises of the empanelled health Care Organization indicating that the charges will be as per CGHS approved rates.

4. TREATMENT IN EMERGENCY

The following ailments may be treated as emergency which is **illustrative only and not exhaustive**, depending on the condition of the patient:

- ❖ Acute Coronary Syndromes (Coronary Artery Bye-pass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Temponade, Acute Left Ventricular Failure / Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stoke Adam attack, Acute Aortic Dissection.
- ❖ Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
- ❖ Cerebro-Vascular attack-Stokes, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- ❖ Acute Abdomen pain.
- ❖ Road Traffic Accidents / with injuries including fall. Severe
- ❖ Hemorrhage due to any cause.
- ❖ Acute poisoning.
- ❖ Acute Renal Failure.
- ❖ Acute abdomen pain in female including acute Obstetrical and Gynecological emergencies.
- ❖ Electric shock.
- ❖ Any other life threatening condition.

In emergency the hospital will not refuse admission or demand an advance payment from the beneficiary or his family member and will provide credit facilities to the patient whether the patient is a serving employee or a pensioner availing CGHS facilities, on production of a valid CGHS card and the hospital shall submit the bill for reimbursement to the concerned Deptt. / Ministry / CGHS. The refusal to provide the treatment to bonafide CGHS Beneficiaries in emergency cases and other eligible categories of beneficiaries on

credit basis, without valid ground, would attract disqualification for continuation of empanelment.

The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its own discretion.

The Hospital will intimate all instances of patients admitted as emergencies without prior permission to the CGHS authorities / BCA appointed by CGHS within the prescribed time.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

CGHS beneficiaries are entitled to facilities of private, semi-private or general ward depending on their pay drawn in pay band/ pension. These entitlements are amended from time to time and the latest order in this regards needs to be followed. The entitlement is as follows:-

| S. No. | Basic Pay drawn/Basic Pension | Entitlement |
|--------|-------------------------------|-------------------|
| 1. | Upto Rs. 47,600/- | General Ward |
| 2. | Rs. 47,601/- to 63,100/- | Semi-Private Ward |
| 3. | Rs. 63,101/- and above | Private Ward |

- a. 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, carpet, etc. as well as a bed for attendant. The room has to be air-conditioned.
- b. Semi Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.
- c. General ward is defined as a hall that accommodates four to ten patients.

Treatment in higher Category of accommodation than the entitled category is not permissible.

6. APPROVED RATES TO BE CHARGED

The empanelled health care organization shall charge from the CGHS beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS and attached as Annexure (rate list), which shall be an integral part of this Agreement. The rates notified by CGHS shall also be available on web site of Ministry of Health & F.W. at <http://msotransparent.nic.in/cghsnew/index.asp>

If any HCOs charges lower rates (lower than to CGHS rate/discounted rates) from any private/ public organization, the HCOs shall immediately intimate to CGHS & charge lower/discounted rate from CGHS beneficiaries also. Any default in this regard is liable to invite suitable action against the Health Care Organizations including suspension of their empanelment.

The package rate will be calculated as per the duration specified in the tender document. No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.

The rate being charged will not be more than what is being charged for same procedure from other (non-CGHS) patients or Organizations. An authenticated list of rates being

charged from other non-CGHS Organizations will also be supplied to CGHS within 30 days of this Agreement.

The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for CGHS beneficiary under this Agreement shall not be increased during the validity period of this Agreement.

The empanelled health care organization agrees that during the In-patient treatment of the CGHS 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 within the package deal rate, fixed by the CGHS which includes the cost of all the items. Appropriate action, including removing from CGHS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by CGHS teams / appointed BCA.

7. MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES

For serving employees (other than CGHS/ DGHS /Ministry of H&FW), the payment will be made by the patient and he/she will claim reimbursement from his/her office subject to the approved ceiling rates.

In respect of the following categories of beneficiaries, treatment / procedures/services shall be undertaken/provided on credit: No payment shall be sought from them and the bills should be submitted to the BCA / Office of the Additional / Joint Additional Director, CGHS of the concerned city.

- Pensioners,
- Ex-Members of Parliament,
Sitting Members of Parliaments
- Freedom Fighters,
- Serving CGHS/DGHS / Ministry of H&FW employees,
- Such other categories of CGHS cardholders as notified by the Government.

8. BILL CLEARING AGENCY (BCA)

Bill clearing Agency (BCA) would charge a processing fee @ 2% of claimed amount and service tax thereon with a minimum of Rs.12.50/- and maximum of Rs. 750/- per bill. CGHS reserves the right to revise these charges from time to time'

9. NOTIFICATION OF NODAL OFFICERS

Empanelled health care Organizations shall notify two Nodal officers for CGHS beneficiaries, one of them being of the rank of Deputy MS/Addl. MS, who can be contacted by CGHS beneficiaries in case of any eventuality.

10. INFORMATION TO BE PROVIDED TO THE BCA & CGHS BY

HOSPITALS EMERGENCY ADMISSIONS

The Hospital will intimate to the BCA and to CGHS within two(2) hours of such admission and the BCA will respond with due authorization in four (4) hours. Treatment in no case would be delayed or denied because authorization by the BCA is only confirmation of the e-workflow in respect of such patient. Post discharge, the hospital would upload bills and other documents as per requirement of CGHS within seventy two (72) hours.

REFERRED ADMISSIONS

Where the CGHS beneficiary visits the hospital with a proper referral and authorization letter, the hospital will verify and submit information of admission to the BCA and to CGHS online. The BCA would respond with an authorization within four (4) hours. Post discharge, the hospital would upload bills and other documents as per requirement of CGHS within seventy two(72) hours.

11. SUBMISSION OF BILLS TO BILL CLEARING AGENCY

In case of Pensioners, etc., where credit bills are sent to CGHS, the Private Empanelled health care Organizations shall submit the physical bill as well as electronic bill to the Bill Clearing Agency for processing of bills.

In case of serving employees the bills shall be submitted to concerned department in case of employees of CGHS/DGHS & Ministry of Health & Family Welfare. In other cases of serving employees the beneficiaries would submit the claim to their concerned department.

12. PROCESSING OF CLAIMS/BILLS BY THE BCA

CGHS would ensure that subject to fulfillment of prescribed conditions, payment of hospital claims (admissible amount) is done expeditiously. Recoveries, if any, will be affected from future bills of health care Organizations.

The BCA during the course of the auditing will restrict the claims as per CGHS rules and regulations. BCA will also examine in terms of

- (a) Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments
- (b) Whether the planned treatment is shown as emergency treatment
- (c) Whether the diagnostic medical or surgical procedures that were not required were conducted by hospital including unnecessary investigations
- (d) Maintaining database of such information of CGHS beneficiaries for future use.
- (e) Whether the treatment procedures have been provided as per the approved rates and the packages.
- (f) Whether procedures performed were only those for which permission has been granted

The BCA shall record their findings and intimate the same to the Private Hospital concerned with a copy endorsed to CGHS authority of the city. The payment of the bill/claim to the Private Hospital concerned will be made directly by the BCA after receipt of the physical bills in respect of CGHS pensioner beneficiaries, etc.

13. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital.

14. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS

It shall be the duty and responsibility of the empanelled Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Laboratory/ Imaging Centre 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”.

15. NON ASSIGNMENT

The empanelled Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall not assign, in whole or in part, its obligations to perform under the agreement, except with the CGHS's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the CGHS. Any such assignment shall not relieve the Hospital/ Eye centre/Dental clinic/ Diagnostic Centre from any liability or obligation under this agreement

16. EMPANELLED HEALTH CARE ORGANIZATION'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The empanelled Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre 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, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre is obliged to act within its own authority and abide by the directives issued by the CGHS. The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre is responsible for managing the activities of its personnel and will itself be responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

17. PERFORMANCE BANK GUARANTEE (PBG)

Health Care Organizations that are recommended for empanelment after the initial assessment shall also have to furnish a performance Bank Guarantee valid for a period of 30 months i.e. six month beyond empanelment period to ensure efficient service and to safeguard against any default:

| | |
|------------------------|---------------|
| Hospitals/Cancer Units | Rs. 10.00 lac |
| Eye Centres Dental | Rs.2.00 lac |
| Clinics Diagnostic | Rs.2.00 lac |
| Centres | Rs. 2.00.lac |

(PBG for charitable Organizations would be 50% of above amount)

In case of health Care Organizations already empanelled under CGHS they shall submit a new Performance Bank Guarantee/revalidated PBG valid for 30 months to cover entire period of empanelment and 6 months beyond.

18. FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELLED ORGANIZATIONS

In case of any violation of the provisions of the MOA by the health care Organizations empanelled under CGHS such as:

1. refusal of service,
2. undertaking unnecessary procedures,
3. prescribing unnecessary drugs/tests
4. over billing /intentional hiking of bills
5. Reduction in staff/ infrastructure/ equipment etc. after the hospital has been empanelled.
6. non-submission of the report, habitual late submission or submission incorrect data in the report
7. refusal of credit to eligible beneficiaries and direct charging from them.
8. if not recommended by NABH/NABL/QCI at any stage
9. Discrimination against CGHS beneficiaries' vis-à-vis general patients.
10. Repeated complaints by CGHS beneficiaries

The amount of 15% of Performance Bank Guarantee will be forfeited and the CGHS shall have the right to de-recognize/ suspend empanelment of the health Care Organization as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by CGHS teams at random.

The decision of the CGHS will be final.

19. LIQUIDATED DAMAGES

- a. The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall provide the services as per the requirements specified by the CGHS in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the CGHS Beneficiaries or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee will be charged as agreed Liquidated Damages by the CGHS, however, the total amount of the Performance Bank Guarantee will be maintained intact being a revolving Guarantee.
- b. In case of repeated defaults by the Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre , the total amount of Performance Bank Guarantee will be forfeited and action will be taken for removing the Health Care Organization from the empanelment of CGHS as well as termination of this Agreement
- c. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre and the CGHS shall have the right to issue a

written warning to the health Care Organization not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that particular Health care Organization or suspension of empanelment from CGHS/ de-recognition from CGHS.

20. TERMINATION FOR DEFAULT

The CGHS may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital terminate the Agreement in whole or part:

If the empanelled Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement, or within any extension thereof if granted by the CGHS pursuant to Condition of Agreement or If the Health Care Organization fails to perform any other obligation(s) under the Agreement.

If the Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre in the judgment of the CGHS has engaged in corrupt or fraudulent practices in executing the Agreement and violating terms and conditions of empanelment.

21. INDEMNITY

The empanelled Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall at all times, indemnify and keep indemnified CGHS / 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 Health Care Organization in execution of or in connection with the services under this Agreement and against any loss or damage to CGHS / the Government in consequence to any action or suit being brought against the CGHS / the Government, along with (or otherwise), Health Care Organization as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Health Care Organization will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the CGHS 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 Health care Organization will pay all indemnities arising from such incidents without any extra cost to CGHS and will not hold the CGHS responsible or obligated. CGHS / the Government may at its discretion and shall always be entirely at the cost of the Health Care Organization defend such suit, either jointly with the Health Care Organization enter or singly in case the latter chooses not to defend the case

22. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the CGHS and the Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings.

23. MISCELLANEOUS

- 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 CGHS and the Health Care Organization. The Health care Organization shall work or perform their duties under this Agreement or otherwise.
- The Health care Organization agrees that any liability arising due to any default or negligence in not represent or hold itself out as agent of the CGHS.

- The CGHS will not be responsible in any way for any negligence or misconduct of the Health Care Organization and its employees for any accident, injury or damage sustained or suffered by any CGHS beneficiary 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 performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect and / or deficiencies in rendering such services.
- The Hospital/ Exclusive Eye centre/Exclusive Dental clinic/ Diagnostic Laboratory/ Imaging Centre shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.
- This Agreement can be modified or altered only on written agreement signed by both the parties.
- Should the Hospital/ Exclusive Eye centre/Exclusive Dental clinic/ Diagnostic Laboratory/ Imaging Centre get wound up or partnership is dissolved, the CGHS 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 Health care Organization during the period when the Agreement was in force.
- The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall bear all expenses incidental to the preparation and stamping of this agreement.

24. OTHER SERVICES TO BE PROVIDED

The empanelled **Private Health Care Organization** will, on the request of CGHS, agree to provide training to CGHS medical, Para-medical and nursing staff.

25. NOTICES

25.1 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.

CGHS: Additional Director CGHS, Kolkata, Ministry of Health & FW, Government of India, 6, Esplanade East (Gr. Floor), Kolkata - 69

Hospital with address:

(.....)

25.2 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.

Signed by

Additional Director, Central Government Health Scheme, Kolkata
Ministry of Health & Family Welfare, Government of India
For and on behalf of
The President of India

In the Presence of
(Witnesses)

1.

2.

Signed by

For and on behalf of (Hospital) Duly authorized vide
Resolution No. dated
of (name of Hospital)

In the presence of
(Witnesses)

1.

2.

Performance Bank Guarantee

To:

(Additional Director, CGHS)

WHEREAS _____ (Name of Health Care Organization) has undertaken, Agreement No. _____ dated, _____ 2013 to _____ (Description of Services) hereinafter called "the Agreement".

AND WHEREAS it has been stipulated by you in the said Agreement that the Hospital, Exclusive Eye hospital/centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre selected for empanelment shall furnish you with a bank Guarantee by a nationalized bank for the sum specified therein as security for compliance with the Hospital performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the Hospital, Exclusive Eye hospital/centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of Hospital / Diagnostic Centre (herein after referred to "the Second Part," up to a total of _____ (Amount of the guarantee in Words and Figures) and we hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Second Part to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____ 2009

Signature and Seal of Guarantors

_____ Date

Address: _____