

S. No. 11045/36/2012/CGHS/HEC
GOVERNMENT OF INDIA
Central Government Health Scheme
Nirman Bhawan, New Delhi

GUIDELINES FOR CONTINUOUS EMPANELMENT SCHEME FOR EMPANELMENT OF PRIVATE HOSPITALS, DIAGNOSTIC LABORATORIES, EXCLUSIVE EYE CENTRES AND DENTAL CLINICS WITH CGHS.

Background

With a view to ensuring comprehensive health care to CGHS beneficiaries, CGHS has been, apart from the Government Hospitals, empanelling private hospitals, diagnostic laboratories, exclusive eye centres and dental clinics by floating tenders periodically. The last tender process in this context commenced in the January 2014 and through this process package rates for different treatment procedures and investigations have been notified in 2014. As a part of this process, certain hospitals and diagnostic laboratories exclusive eye centres and dental clinics which participated in e-tender process and accepted these rates and also signed MOAs with CGHS have been notified in all CGHS cities except Mumbai.

However, it has been noticed that the number of hospitals, diagnostic laboratories, exclusive eye centres and dental clinics notified in certain cities through the current tender process is not adequate to provide a satisfactory level of Healthcare to CGHS beneficiaries. Also, there has been little or no response in certain other cities, with the result a situation has arisen where CGHS is not in a position to provide to its beneficiaries the requisite healthcare due to lack of adequate number of hospitals, diagnostic laboratories and exclusive eye centres and dental clinics .

Accordingly, it has become necessary to introduce continuous empanelment scheme, under which more hospitals, diagnostic laboratories and imaging centres could be empanelled to take care of inadequacy.

In this background, it is proposed to invite willing hospitals, diagnostic laboratories exclusive eye centres and dental clinics to apply for empanelment under CGHS if they fulfill the same eligibility conditions and accept the rates notified by CGHS in 2014.

Empanelment shall be for a period of 2 years or as applicable to other HCOs empanelled earlier through e-tender in 2014 whichever is earlier.

The continuous empanelment scheme would be in force initially upto 28th February, 2015 for all CGHS cities except Mumbai.

APPLICATION FORM

The Central Government Health Scheme (CGHS) provides comprehensive health Care facilities to the Central Government employees / pensioners and certain other categories of beneficiaries as notified by the Central Government from time to time. With a view to ensuring comprehensive health care facilities to CGHS beneficiaries, CGHS has been empanelling private hospitals, exclusive Eye hospitals / Centres, exclusive Dental Clinics, Cancer Hospitals/units, diagnostic laboratories and imaging centres periodically.

In this background, willing hospitals, exclusive Eye hospitals / Centres, exclusive Dental Clinics, Cancer Hospitals/units, diagnostic laboratories and imaging centres are invited to apply for empanelment under CGHS. The eligible private health Care Organizations seeking empanelment and having prescribed infrastructure and staff and willing to accept the rates of various treatment procedures/ investigations fixed by CGHS and other conditions as detailed in the Application document and Memorandum of Agreement (MOA) may apply for the same in the prescribed format.

The hospitals, exclusive Eye hospitals / Centres, exclusive Dental Clinics, Cancer Hospitals/units and Imaging centres should preferably be accredited by **National Accreditation Board for Hospitals & Healthcare Providers (NABH)**. However, the private health Care Organizations which are not accredited by NABH may also apply and can get empanelled under CGHS but their empanelment shall be provisional till they are inspected by **Quality Council of India (QCI)** and are recommended for continuation of empanelment under CGHS, which must preferably be done within a period of six months but not later than one year from the date of their empanelment.

Similarly, the diagnostic laboratories should have been accredited by **National Accreditation Board for Testing and Calibration Laboratories (NABL)**. However, the diagnostic laboratories, which are not accredited by NABL may also participate in application and get empanelled under CGHS but their empanelment shall be provisional till they are inspected by Quality Council of India (QCI)/NABL and are recommended for continuation of empanelment under CGHS which must be done preferably within a period of six months but not later than one year from the date of their empanelment.

The hospitals, exclusive Eye hospitals / Centres , exclusive Dental Clinics, Cancer Hospitals/units and imaging centres which are neither NABH accredited nor QCI recommended and diagnostic laboratories which are neither NABL accredited nor QCI recommended may be empanelled provisionally on the basis of fulfilling the criteria and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from QCI / NABH/NABL as the case may be, which must preferably be done with in a period of six months but not later than one year of their empanelment, the empanelled health care Organization shall forego 50% of the PBG and its name would be removed from the panel of CGHS..

CGHS also reserves the right to prescribe/ revise rates for new or existing treatment procedure(s) / investigation(s) from time to time.

Payment Assurance

CGHS would ensure that subject to fulfillment of prescribed conditions, **payment of claims (admissible amount)** would be done in a time bound manner- Bill Clearing Agency (BCA) shall make **provisional payment of 70%** of the claimed amount on submission of physical bills within a maximum period of '5' working days and balance admissible amount after due scrutiny within a maximum period of 30 days. Recoveries, if any, will be affected from future bills of hospitals, exclusive Eye hospitals / Centres, exclusive Dental Clinics, Cancer Hospitals/units and diagnostic centres as the case may be.

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

PART - I – EMPANELMENT OF HOSPITALS, EXCLUSIVE EYE HOSPITALS / CENTRES, EXCLUSIVE DENTAL CLINICS, CANCER HOSPITALS/UNITS.

PART- II - EMPANELMENT OF DIAGNOSTIC LABORATORIES & IMAGING CENTRES

PART I

(For Empanelment of Hospitals, exclusive Eye hospitals / centres, exclusive Dental clinics, Cancer Hospitals/units in all CGHS covered cities except Mumbai)

A. MINIMUM NUMBER OF BEDS REQUIRED

(Not for exclusive Eye hospitals/centres & Exclusive Dental clinics)

I) METRO CITIES (EXCEPT MUMBAI)	50
OTHER CITIES	30

NB: The number of beds as certified in the Registration Certificate of State Government / Local Bodies/ NABH/ Fire Authorities shall be taken as the valid bed strength of the hospital.

B. CATEGORIES OF HEALTH CARE ORGANIZATIONS:

CGHS would consider the following categories of health care Organizations for empanelment:

(a) NABH Accredited Hospitals-

The hospitals applying under this category must be accredited by National Accreditation Board for Hospitals and Health Care providers (**NABH**) or its equivalent

such as Joint Commission International (JCI), ACHS (Australia) or by any other accreditation body approved by International Society for Quality in Health Care (ISQua).

The hospital shall be empanelled for all the facilities available in the hospital (except IVF and other assisted reproductive treatment procedures).

(b) NON NABH Accredited Hospitals-

Non NABH accredited hospitals may be empanelled provisionally on the basis of fulfilling the criteria and submission of performance bank guarantee and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from QCI/NABH preferably within a period of six months but not later than one year of its empanelment and for all facilities, the hospital shall forego 50% of the PBG and its name would be removed from the panel of CGHS.

The hospital shall be empanelled for all the facilities available in the hospital (except IVF and other assisted reproductive treatment procedures).

C. CANCER HOSPITALS/UNITS

(a) NABH Accredited Cancer Hospitals/ Units

NABH accredited cancer hospitals/units having all treatment facilities for cancer - surgery, Chemotherapy and radio-therapy (approved by BARC / AERB).

(b) Non-NABH Accredited Cancer Hospitals/ Units

Non NABH accredited Cancer hospitals/units having all treatment facilities for cancer - surgery, Chemotherapy and radio-therapy (approved by BARC / AERB) may be provisionally empanelled on the basis of fulfilling the criteria and submission of performance bank guarantee and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from QCI/NABH for all cancer facilities preferably within six months but not later than one year of its empanelment, the hospital/unit shall forego 50% of the PBG and its name would be removed from the panel of CGHS.

D. EXCLUSIVE EYE HOSPITALS/ CENTERS:

No minimum bed strength is prescribed for empanelment of exclusive Eye hospitals/centres

(a) NABH Accredited- Exclusive Eye Hospitals/Centres

(b) Non-NABH Accredited Exclusive Eye Hospitals/ Centres

The exclusive Eye hospital/centre may be empanelled provisionally on the basis of fulfilling the criteria and submission of performance bank guarantee and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from QCI/NABH preferably within six months but not

later than one year of its empanelment, the exclusive eye hospital/centre shall forego 50% of the PBG and its name would be removed from the panel of CGHS.

E. EXCLUSIVE DENTAL CLINICS

No minimum bed strength is prescribed for empanelment of exclusive Dental Clinics

However there shall be a minimum of '2' Dental chairs for all Dental clinics applying for empanelment under CGHS.

(a) NABH accredited - Exclusive Dental Clinics

(b) Non- NABH accredited - Exclusive Dental Clinics

The Dental clinic may be empanelled provisionally on the basis of fulfilling the criteria and submission of performance bank guarantee and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from QCI/NABH preferably within six months but not later than one year of its empanelment, the exclusive dental clinic shall forego 50% of the PBG and its name would be removed from the panel of CGHS.

ELIGIBILITY CRITERIA FOR HOSPITALS/ CANCER HOSPITALS/ EXCLUSIVE EYE CENTRES/ EXCLUSIVE DENTAL CLINICS

1. The health care Organizations must fulfill the requirements as detailed above depending on the category under which the applicant hospital / exclusive eye hospital / centre, exclusive dental clinic, and cancer hospital/unit is seeking empanelment and must attach the copies of the required documents.
2. The health care Organization must have been in operation for at least one year. Copy of audited balance sheet, profit and loss account for the last financial year (Main documents only- summary sheet-) is to be attached.
3. The HCOs must have the capacity to submit all claims / bills in electronic format to the Bill Clearing Agency and must also have dedicated equipment, software and connectivity for such electronic submission
4. Copy of NABH Accreditation in case of NABH Accredited health care Organizations.
5. Copy of NABH/ QCI application in case of Non-NABH accredited health care Organizations.
6. List of treatment procedures /investigations/ facilities available in the applicant health care Organization.
7. A Demand Draft for Rs.1000/- as application fee (non-refundable) drawn in the name of 'Pay & Accounts Officer, CGHS in case of Delhi/NCR or in favour of concerned Additional Director in case of CGHS cities outside Delhi, from any Scheduled or commercial or Nationalized Bank.
8. A Demand Draft for Rs.1,00,000/- as E.M.D.drawn in the name of 'Pay & Accounts Officer, CGHS, Delhi/NCR or in favour of concerned Additional Director in case of CGHS cities outside Delhi from any Scheduled or commercial or Nationalized Bank. HCOs which have already deposited EMD of Rs. One lac for participating in e-tender 2014 and have not been refunded the amount as yet need not submit EMD again
9. State registration certificate / Registration with Local bodies, wherever applicable.

10. Compliance with statutory requirements including that of Waste Management.
11. Fire Clearance certificate and details of Fire safety mechanism as in place in the health care Organization. Exclusive Eye centres, exclusive dental Clinics have to enclose a certificate regarding fire safety of their premises.
12. Registration under PNDT Act, if Ultrasonography facility is available.
13. AERB approval for imaging facilities/ Radiotherapy, wherever applicable.
14. Certificate of Undertaking as per the format annexed.
15. Certificate of Registration for Organ Transplant facilities, wherever applicable.
16. An Applicant Health care Organization must have the capacity to submit all claims / bills in electronic format to the Bill Clearing Agency and must also have dedicated equipment, software and connectivity for such electronic submission.
17. An Applicant Health care Organization must submit the rates for all treatment procedures / investigations/ facilities available with them and as charged by them.
18. An Applicant health care Organization must give an undertaking accepting the terms and conditions spelt out in the Memorandum of Agreement (Draft at Annexure V) which should be read as part of the this application document.
19. Applicant Health care Organizations must certify that they shall charge as per CGHS rates and that the rates charged by them are not higher than the rates being charged from their other patients who are not CGHS beneficiaries.
20. Applicant Health care Organizations must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special concessions such as but not limited to concessional allotment of land or customs duty exemption.
21. Applicant Health care Organizations (except exclusive eye hospitals/centres, exclusive dental clinics) must agree for implementation of EMR/ EHR as per the standards notified by Ministry of Health & Family Welfare within one year of their empanelment.
22. Applicant Hospitals, cancer hospital/units must have minimal annual turnover of Rs. 2 Crores for Metro cities and Rs.1 Crore for Non- Metro cities. Exclusive Eye hospitals/Centres, Exclusive Dental Clinics must have a minimal annual turnover of Rs. 20 Lacs in Metro Cities and Rs.10 Lacs in Non- Metro Cities. Further, the business from CGHS in the last financial year should not exceed more than 50% of the total business. A certificate to this effect from the Chartered Accountant is to be given by the applicant Health Care Organization.
23. Photo copy of PAN Card.
24. Name and address of their bankers.

PART II

(Diagnostic Laboratories & Imaging Centres)

(For Empanelment in all CGHS covered cities except Mumbai)

CATEGORIES OF DIAGNOSTIC LABORATORIES / IMAGING CENTRES

CGHS would consider the following categories of diagnostic laboratories and imaging centres for empanelment :

a. NABL / NABH accredited Diagnostic Laboratories/ Imaging Centres

b. Non- NABL / Non- NABH accredited Diagnostic Laboratories/ Imaging Centres

The Non-NABL/ Non-NABH diagnostic laboratories/Imaging Centres may be empanelled provisionally on the basis of fulfilling the criteria and submission of performance bank guarantee and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from QCI/NABL/NABH as the case may be, preferably within a period of six months but not later than one year of its empanelment, the diagnostic laboratory/ imaging centre shall forego 50% of the PBG and its name would be removed from the panel of CGHS. Similarly already empanelled Non-NABL/Non-NABH diagnostic labs/ imaging centre may also be permitted to continue provisionally and their empanelment shall be confirmed only after recommendation by QCI/NABL/NABH as the case may be which must preferably be obtained within a period of 6 months but not later than one year from the date of issue of notification for empanelment.

ELIGIBILITY CRITERIA FOR DIAGNOSTIC LABORATORIES/ IMAGING CENTRES

1. The diagnostic laboratory/imaging centres must fulfill the Criteria as specified above and must attach the copies of the required documents.
2. The Diagnostic laboratory/imaging centre must have been in operation for at least one year. Copy of audited balance sheet, profit and loss account for the last financial year (Main documents only- summary sheet-) is to be attached .
3. Diagnostic Laboratories and Imaging Centres must have the capacity to submit all claims / bills in electronic format to the Bill Clearing Agency and must also have dedicated equipment, software and connectivity for such electronic submission.
4. Copy of NABL / NABH Accreditation in case of NABL / NABH Accredited Diagnostic Laboratory/ imaging centre.
5. Copy of NABL/NABH/ QCI application in case of Non-NABH/Non-NABL accredited laboratories/imaging centres.
6. List of investigation facilities available with diagnostic lab/imaging centre is to be attached.
7. A Demand Draft for Rs.1000/ - as Application document fee (non-refundable) drawn in the name of 'Pay & Accounts Officer, CGHS, Delhi/NCR or in favour of concerned Additional Director in case of CGHS cities outside Delhi from any Scheduled or commercial or Nationalized Bank.
8. A Demand Draft for Rs.1,00,000/- as E.M.D.drawn in the name of 'Pay & Accounts Officer, CGHS, Delhi/NCR or in favour of concerned Additional Director in case of CGHS cities outside Delhi from any Scheduled or commercial or Nationalized Bank. HCOs which have already deposited EMD of Rs. One lac for participating in e-tender 2014 and have not been refunded the amount as yet need not submit EMD again.

9. Diagnostic lab / Imaging Center must have been registered with State Government / Local bodies, wherever applicable.
10. Compliance with statutory requirements including that of Waste Management.
11. Documents to establish that fire safety mechanism is in place.
12. Registration under PNDT Act, if Ultrasonography facility is available.
13. AERB approval for imaging facilities, wherever applicable.
14. Certificate of Undertaking as per the format annexed.
15. Diagnostic lab / Imaging Center must submit the rates for all investigations services available with it and as charged by it from other patients.
16. Diagnostic lab / Imaging Center must give an undertaking accepting the terms and conditions spelt out in the Memorandum of Agreement (Draft at Annexure V) which should be read as part of this application document.
17. Diagnostic lab / Imaging Center must certify that they shall charge CGHS beneficiaries as per CGHS rates and that the rates charged by them are not higher than the rates being charged from their patients who are not CGHS beneficiaries
18. Diagnostic lab / Imaging Center must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special concessions such as but not limited to concessional allotment of land or customs duty exemption.
19. The Diagnostic lab / Imaging center must fulfill the above criteria, wherever applicable and annex copies of relevant documents.
20. Minimum annual turnover of diagnostic lab / imaging centre must be 20 lac for Metro cities and Rs. 10 lac for Non-Metro cities. Further, the business from CGHS in the last financial year should not exceed more than 50% of the total business. A certificate to this effect from the Chartered Accountant is to be given by the applicant diagnostic lab/ imaging centre.
21. In addition the imaging centres shall meet the following criteria:

- i. MRI Centre**

Must have MRI machine with magnet strength of 1.0 Tesla or more.

- ii. CT Scan Centre**

Whole Body CT Scanner with scan cycle of less than one second (sub-second)
Must have been approved by AERB

- iii. X-ray Centre /Dental X-ray/OPG centre**

X- Ray machine must have a minimum current rating of 500 MA with image intensifier TV system

Portable X-ray machine must have a minimum current rating of 60 MA

Dental X-ray machine must have a minimum current rating of 6 MA

OPG X-ray machine must have a current rating of 4.5 -10 MA

Must have been approved by AERB

iv. Mammography Centre

Standard quality mammography machine with low radiations and biopsy attachment.

v. USG / Colour Doppler Centre

It should be of high-resolution Ultrasound standard and of equipment having convex, sector, linear probes of frequency ranging from 3.5 to 10 MHz should have minimum three probes. and provision/facilities of trans Vaginal/ Trans Rectal Probes.

Must have been registered under PNDDT Act

vi. Bone Densitometry Centre

Must be capable of scanning whole body

vii. Nuclear Medicine Centre

Must have been approved by AERB / BARC

A. APPLICATION FORM

1. Application Form comprises of EMD and Annexure I,II and III & IV

Annexure –I is the application format to be filled up and submitted by the Hospital

General Purpose Hospitals/Cancer Hospitals....shall fill up Annexure-I
Eye Care Centres .. Shall fill up Annexure-I-Eye
Dental Clinics shall fill up Annexure-I –Dental

Copies of Documents are to be annexed wherever specified

Annexure –II is Certificate of Undertaking.

Annexure –III is list of documents (wherever applicable) whose copies are to be annexed to the application form

Annexure – IV – Rate list of Hospital

2. DEPOSITION OF FEE FOR APPLICATION DOCUMENT AND EMD

Application fee of Rs. 1000/- and Earnest Money of Rs. 100,000/-(One lac) in the form of **Demand Draft** from any Scheduled Bank, payable to 'Pay & Accounts Officer, CGHS Delhi, in case of Delhi and NCR /Concerned Additional Director in case of other cities has to be

deposited. Physical DD shall be delivered at the Office of Director (CGHS), Nirman Bhawan, New Delhi in case of Delhi & NCR. In case of other cities the DD for Rs.1000/- and Rs.1,00,000/- (EMD) shall be submitted physically at the office of Additional Director of concerned City. The details of the draft are to be indicated in the application document at the prescribed space.

3. EARNEST MONEY REFUND

- In case the Application is rejected on technical grounds Earnest Money would be refunded in full.
- In case, the Application is rejected after inspection of documents on the grounds of submitting incorrect information then 50% of the Earnest Money would be forfeited and the balance amount would be refunded in due course.

4. PRELIMINARY EXAMINATION OF APPLICATIONS

CGHS will examine the applications to determine whether they are complete, whether Earnest Money Deposit has been furnished, and whether the applications are generally in order.

CGHS may waive any minor formality or non- Applications without full technical details and/or EMD, and/or incomplete Annexures will be rejected.

5. ACCEPTANCE OF RATES

All the eligible Hospitals, exclusive eye hospitals / centres, exclusive dental clinics, cancer hospitals/units and diagnostic centres whose applications have been opened shall have to furnish to CGHS a letter accepting the rates notified by CGHS on its web site. No individual communication would be sent to any health Care Organization. If the letter of acceptance is not received within the stipulated period the names of such health Care Organization would be excluded from the list of health Care Organizations under consideration for empanelment.

6. OFFER OF EMPANELMENT and SIGNING OF MEMORANDUM OF AGREEMENT

- i. All eligible health Care Organizations have to submit the letter of acceptance of rates to CGHS.
- ii. All eligible NABH / NABL accredited health Care Organizations shall be asked to sign a Memorandum of Agreement with Addl. Additional Director, CGHS of concerned city and submit PBG.
- iii. All eligible Non – NABH / Non- NABL health Care Organization shall be offered provisional empanelment for signing MOA and submission of PBG. They will be inspected by Quality Council of India. Such health Care Organizations shall also submit a copy of application and receipt of fee for inspection received from QCI before they are provisionally empanelled. If a particular health Care Organization is not recommended by NABH/NABL/QCI as the case may be for all available facilities in it, preferably within six months but not later than one year of its empanelment then its name shall be removed from CGHS panel and 50% of PBG shall be forfeited.

The health Care Organizations, which are selected for empanelment, will have to enter into an agreement with CGHS for providing services at rates notified by CGHS as per the copy provided at annexure V. This MOA has to be executed on Rs.100/- non-judicial Stamp paper. MOA should be read as part of application document.

7. VALIDITY OF CGHS RATES

The rates shall be valid for two years and is extendable by another year with mutual agreement.

The empanelled Organizations shall not charge more than CGHS rates.

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.

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

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.

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) and cost of medicines for additional stay).

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.

8. 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.

9. 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 at CGHS Rates, on the recommendation of Ministry of Health & Family Welfare.

10. PERFORMANCE BANK GUARANTEE (PBG)

Private Hospitals, Exclusive Eye Hospitals / Centres, Exclusive Dental Clinics, Cancer Hospitals/Units, Diagnostic Laboratories & Imaging Centres 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 months beyond the empanelment period, to ensure efficient services and to safeguard against any default:

Hospitals/ Cancer hospitals/units Rs. 10.00 lac

Eye Hospital/Centre Rs.2.00 lac

Dental Clinics Rs.2.00 lac

Diagnostic Centre Rs.2.00 lac

(PBG for Charitable Health Care Organizations shall be 50% of the above amount)

In case of health care Organizations already empanelled under CGHS, they shall submit a new Performance Bank Guarantee after the validity of the existing performance bank guarantee is over.

11. BILLING TO BE IN ELECTRONIC FORMAT

All Billing is to be done in electronic format and medical records need to be submitted in digital format to the Bill Clearing agency (BCA) for necessary processing. In addition to this physical submission of hard copies will also have to be done to the BCA.

12. FEE FOR PROCESSING OF BILLS/CLAIMS

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'

13. PAYMENT OF CLAIMS WITHIN AN ASSURED PERIOD

CGHS would ensure that subject to fulfillment of prescribed conditions, payment of hospital claims (admissible amount) would be done in time bound manner- Bill Clearing Agency (BCA) shall make provisional payment of 70% of the claimed amount within a maximum period of '5' working days on submission of physical bills and balance admissible amount after due scrutiny within a maximum period of 30 days. Recoveries, if any, will be effected from future bills of health care Organizations.

14. CORRUPT AND FRAUDULENT PRACTICES

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official "fraudulent practice" means a misrepresentation of facts in order to influence E-Tender process or a execution of a contract to the detriment of CGHS, and includes collusive practice among bidding hospitals /authorized representative/service providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CGHS of the benefits of the free and open competition;

CGHS will reject a proposal for award if it is established that the health care Organization recommended for empanelment has engaged in corrupt or fraudulent practices

CGHS will declare a health care Organization ineligible, either indefinitely or for a stated period of time, to be empanelled if it at any time determines that the applicant health care Organization has engaged in corrupt and fraudulent practices in competing for, or in executing contract.

15. INTERPRETATION OF THE CLAUSES IN THE APPLICATION DOCUMENT

In case of any ambiguity in the interpretation of any of the clauses in Application Document, interpretation of Additional Director, CGHS of the clauses shall be final and binding on all parties.

16. RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS

Additional Director, CGHS reserves the right to accept or reject any application and to annul the process and to reject all the applications at any time without thereby incurring any liability to the affected hospital/ authorized representative/ service provider or any obligation to inform the affected hospital / authorized representative/ service provider of the grounds for his action.

17. LIST OF DOCUMENTS AT ANNEXURE III

Every Application must be accompanied by documents as listed at **Annexure III**.

18. MONITORING AND MEDICAL AUDIT

CGHS reserves the right to inspect the health care Organization at any time to ascertain their compliance with the requirements of CGHS.

Bills of empanelled health care Organizations shall be reviewed periodically for irregularities including declaration of planned procedures / admissions as 'emergencies', unjustified investigations/treatment, overcharging and prolonged stay, etc., and if any empanelled health Care Organization is found involved in any wrong doings, then the concerned hospitals/other health care Organizations would be suspended/ removed from CGHS panel and would be black listed for specified period for future empanelment with CGHS. Bank guarantee shall also be forfeited.

19. EXIT FROM THE PANEL

The Rates fixed by the CGHS shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empanelled health care Organizations, or for any other reason, the health care Organization no longer wishes to continue on the list under CGHS, it can apply for exclusion from the panel by giving one month notice. Patients already admitted shall continue to be treated.

20. 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 beneficiary in case of any eventuality.

APPLICATION DOCUMENT

Annexure-Ia

FOR

**EMPANELMENT OF HOSPITALS, CANCER HOSPITALS/UNITS IN CGHS
COVERED CITIES (EXCEPT MUMBAI)**

1. Name of the CGHS city where hospital is located.

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2. Name of the hospital

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3. Address of the hospital

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4. Tel / fax/e-mail

Telephone No	
Fax	
e-mail address	
Name and Contact details of Nodal persons	

Whether NABH Accredited

Whether NABH applied for

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

Whether QCI recommended/ applied for

Details of Accreditation and Validity period

Details of QCI/NABH application

a. Details of the application fee draft of Rs. 1000/-

Name & Address of the Bank	DD No.	Date of Issue
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Details of the draft of EMD of Rs. 100000/-

Name & Address of the Bank	DD No.	Date of Issue
----------------------------	--------	---------------

b. Total turnover during last financial year
(Certificate from Chartered Accountant is to be enclosed).

c. Turnover from CGHS during last financial year
(Certificate from Chartered Accountant is to be enclosed.)

5. For Empanelment as

Hospital for all available facilities

Cancer Hospital/Unit

(Please select the appropriate column)

6. Total Number of beds

7. Categories of beds available with number of total beds in following type of wards

Casualty/Emergency ward

ICCU/ICU

Private

Semi-Private (2-3 bedded)

General Ward bed (4-10)

Others

8. Total Area of the hospital

Area allotted to OPD				
Area allotted to IPD				
Area allotted to Wards				

9. Specifications of beds with physical facilities/ amenities

Dimension of ward	Number of bed in
Length	
Breadth	each ward

(Seven Square^{Meter} Floor area per bed required-) (IS: 12433-Part 2:2001)

10. Furnishing specify as (a), (b), (c), (d) as per index below Index

(a) Bedsides table	
(b) Wardrobe	
(c) Telephone	
(d) Any other	

11. Amenities specify as (a), (b) (c) (d) as per index below Amenities

(a) Air conditioner	
(b) T.V.	
(c) Room service	
(d) Any other	

12. Nursing Care

Total No. of Nurses		
No. of Para-medical staff		

Category of bed Bed/Nurse Ratio (acceptable Actual bed/nurse standard) ratio

a) General	6:1		
b) Semi-Private	4:1		
c) Private	4:1		
d) ICU/ICCU	1:1		
e) High dependency Unit	1:1		

13. Alternate power source Yes No

14. Bed occupancy rate Bed turnover rate
(Norm 85%)

General bed
Semi-Private Bed
Private Bed

Note: Bed occupancy rate = $\frac{\text{Av daily census}}{\text{Av No. of bed available}}$
(i.e. number of authorized bed)

Turnover ratio = $\frac{\text{Total discharge during a year}}{\text{Bed compliment}}$

1. No. of in house Doctors

2. No. of in house Specialists/Consultants

17. Laboratory facilities available - Pathology Biochemistry Microbiology
or any other

18. Imaging facilities available

19. No. of Operation Theaters.

20. Whether there is separate OT for Septic cases

21. Supportive services

Boilers/sterilizers
Ambulance
Laundry
Housekeeping
Canteen
Gas plant

22. Waste disposal system as per statutory requirements
- Dietary
- Others (preferably)
- Blood Bank
 - Pharmacy
 - Physiotherapy

23. ESSENTIAL INFORMATION REGARDING CARDIOLOGY & CTVS

Number of coronary angiograms done in last one year

Number of Angioplasty done in last one year

Number of open heart surgery done in last one year

Number of CABG done in last year

24. RENAL TRANSPLANTATION, HAEMODIALYSIS/ UROLOGY-UROSURGERY-

Number of Renal Transplantations done in one year (2012-13)

Number of years of duration of facilities

Number of Hemodialysis unit.

Criteria for Dialysis:

- The center should have good dialysis unit neat, clean and hygienic like a minor OT.
- Centre should have at least **four** good Haemodialysis machines with facility of giving bicarbonate Haemodialysis.
- Centre should have **water-purifying unit equipped with reverse osmosis.**
- Unit should be **regularly fumigated** and they should perform regular antiseptic precautions.
- Centre should have **facility for** providing dialysis in **Sero positive** cases.
- Centre should have trained dialysis Technician and Sisters and **full time Nephrologist** and Resident Doctors available to combat the complications during the dialysis.
- Centre should conduct at least **150** dialyses per month and each session of hemodialysis should be at least 4 hours.

- Facility should be available 24 hours a day.

Yes No

. Whether it has an immunology lab.
If so, does it exist within the city
where the hospital is located

Yes No

Whether it has blood transfusion
Service with facilities for screening
HIV markers for Hepatitis (B&C), VDRL

Yes No

Whether it has a tissue typing unit
DBCA/IMSA/DRCG scan facility
and the basic radiology facilities

Yes No

25. LITHOTRIPSY-

No. of cases treated by lithotripsy
in last one year (2012-2013)

Average number of sitting required
Per case

Percentage of cases selected for
Lithotripsy, which required conventional
Surgery due to failure of lithotripsy

26. LIVER TRANSPLANTATION- Essential information reg.

Technical expert with experience in liver

Transplantation who had assisted in at least fifty liver transplants.

Yes No

(Name and qualifications)

Month and year since Liver Transplantation is being carried out

--	--	--	--	--	--

No. of liver transplantation done during the last one year

--	--

Success rate of Liver Transplant
Facilities of transplant immunology lab.

--	--

Tissue typing facilities

Yes No

Blood Bank

Yes No

27. ORTHOPAEDIC JOINT REPLACEMENT

Whether there is Barrier Nursing for Isolation for patient.

a.

b. Facilities for Arthroscopy

Yes No

28. NEUROSURGERY.

9.1 Whether the hospital has aseptic Operation theatre for Neuro Surgery

Yes No

Whether there is Barrier Nursing for Isolation for patient.

Yes No

a.

Whether, it has required instrumentation for Neuro-surgery

Yes No

Facility for Gamma Knife Surgery ,

Yes No

Facility for Trans-sphenoidal endoscopic Surgery,

Yes No

Facility for Stereotactic surgery

Yes No

29. GASTRO-ENTEROLOGY

Whether the hospital has aseptic Operation theatre for Gastro-Enterology & GI Surgery

Yes No

Whether, it has required instrumentation for Gastro-Enterology – GI Surgery

Yes No

Facilities for Endoscopy – specify details

30. E.N.T. – Essential information reg.

Whether the hospital has aseptic
Operation theatre for ENT Yes No

Whether, it has required instrumentation
for E.N.T. Surgery including diagnostic procedures Yes No

Facilities for Endoscopy – Yes No

Facilities for reconstruction surgery – Yes No

31. Oncology

I. Whether the hospital has aseptic
Operation theatre for Oncology – Surgery Yes No

II. Whether, it has required instrumentation
for Oncology Surgery Yes No

III. Facilities for Chemotherapy Yes No

IV. Facilities for Radio-therapy (specify) Yes No

V. Radio-therapy facility and Manpower shall be as
VI. Per guidelines of BARC Yes No

VII. Details of facilities under Radiotherapy

32. Endoscopic / Laparoscopic Surgery:

Criteria for Laparoscopic/Endoscopic Surgery:

- Center should have facilities for casualty/emergency ward, full-fledged ICU, proper wards, proper number of nurses and paramedical, qualified and sufficient number of Resident doctors/specialists.
- The surgeon should be Post Graduate with sufficient experience and qualification in the specialty concerned.
- He/She should be able to carry out the surgery with its variations and able to handle its complications.
- The hospital should carry out at least **250 laparoscopic surgeries** per year.
- The hospital should have at least one complete set of laparoscopic equipment and instruments with accessories and should have facilities for open surgery i.e. after conversion from Laparoscopic surgery.

Yes No

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

APPLICATION DOCUMENT

FOR

**EMPANELMENT OF EXCLUSIVE EYE HOSPITALS/CENTRES IN CGHS
COVERED CITIES (EXCEPT MUMBAI)**

1. Name of the CGHS city where Eye hospital /centre is located.

--

2. Name of the Eye hospital/ centre

--

3. Address of the Eye hospital / centre

--

4. Tel / fax/e-mail

Telephone No	
Fax	
e-mail address	
Name and Contact details of Nodal persons	

Whether NABH Accredited

Whether NABH applied for

Whether QCI recommended/ applied for

Details of Accreditation and Validity period

Details of QCI/NABH application

5. Details of the application fee draft of Rs. 1000/-

Name & Address of the Bank

DD No.

Date of Issue

Details of the draft of EMD of Rs. 100000/-

Name & Address of the Bank

DD No.

Date of Issue

6. Total turnover during last financial year
(Certificate from Chartered Accountant is to be enclosed).

7. Turnover from CGHS during last financial year
(Certificate from Chartered Accountant is to be enclosed.)

1. **FOR IOL IMPLANT:**

(i) Phacoemulsifier Unit (IIIrd or IVth generation) – minimum 2 with extra hand pieces

(ii) Flash/rapid sterilizer – one per OT

(iii) YAG laser for capsulotomy

(iv) Digital anterior segment camera

(v) Specular microscope

Yes No

Whether beds available

(**General, Semi Private, Private or Deluxe Room** Yes No

(If yes, specify the number)

Gl. ward Semi-Pvt. ward Pvt. Ward

9) OCULOPLASTY & ADENEXA:

- Specific for Oculoplasty & Adenexa:
- Specialized Instruments and kits for:
- (i) Dacryocystorhinostomy
 - (ii) Eye lid Surgery e.g ptosis and Lid reconstruction Surgery
 - (iii) Orbital surgery
 - (iv) Socket reconstruction
 - (v) Enucleation/evisceration

(Vi) Availability of Trained, proficient Oculoplasty surgeon who is trained for Oculoplasty ,Lacrimal and Orbital Surgery

10). A) INVESTIGATIVE FACILITIES:

- (i) Syringing, Dacryocystography
- (ii) Exophthalmometry
- (iii) Ultrasonography – A&B Scan
- (iv) Imaging facilities - X-ray, CT Scan & MRI Scan
- (v) Ocular pathology, Microbiology services
- (vi) & Blood bank services.
- (vii) Consultation facilities from related Specialties such as ENT, Neurosurgery, Hematology, Oncology

(B) OPERATIVE (O.T.) FACILITIES:

Specialized instruments & Kits for the following surgeries should be available.

- (i) Dacryo cystorhinostomy
- (ii) Lid surgery including eyelid reconstruction & Ptosis correction.
- (iii) Orbital surgery
- (iv) Socket reconstruction
- (v) Enucleation & Evisceration
- (vi) Orbital & Adnexal Trauma including Orbital fractures.

(C) PERSONNEL:

- (i)** Resident Doctor Support
- (ii) Nursing care (24 hours)
- (iii) Resuscitative facilities

11) STRABISMUS SURGERY:

Functional OT with Instruments needed for strabismus surgery

YES NO

Availability of set up for Pediatric Strabismus - Orthoptic room with distance fixation targets (preferably child friendly) may have TV/VCR, Lees/Hess. Chart

YES NO

12) GLAUCOMA:

(1) Specific: Facilities for Glaucoma investigation & management.

- a) Applanation tonometry
- b) Stereo Fundus photography/OCT/ Nerve fibre Analyser
- c) YAG Laser for Iridectomy
- d) Automated/Goldmann fields (Perimetry)
- e) Electrodiagnostic equipments (VER, ERG, EOG)
- f) Colour Vision – Ishihara Charts
- g) Contrast sensitivity – Pelli Robson Charts
- h) Pediatric Vision testing – HOTV cards
- i) Autorefractometers
- j) Synaptophore (basic type with antisuppression)
- k) Prism Bars
- l) Stereo test (Randot/TNO)
- m) Red – Green Goggles
- n) Orthoptic room with distance fixation targets
(Preferably child friendly) may have TV/VCR.
- o) Lees/Hess chart

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

APPLICATION DOCUMENT

FOR

**FOR EMPANELMENT OF EXCLUSIVE DENTAL CLINICS IN CGHS
COVERED CITIES(EXCEPT MUMBAI)**

1. Name of the CGHS city where Exclusive Dental clinic is located.

--

2. Name of the Exclusive Dental Clinic

--

3. Address of the Exclusive Dental Clinic

--

4. Tel / fax/e-mail

Telephone No	
Fax	
e-mail address	
Name and Contact details of Nodal persons	

Whether NABH Accredited

**Whether NABH applied for
Whether QCI recommended/ applied for**

**Details of Accreditation and Validity period
Details of QCI/NABH application**

5. Details of the application fee draft of Rs. 1000/-
Name & Address of the Bank DD No. Date of Issue

Details of the draft of EMD of Rs. 100000/-
Name & Address of the Bank DD No. Date of Issue

6. Total turnover during last financial year
(Certificate from Chartered Accountant is to be enclosed).

7. Turnover from CGHS during last financial year
(Certificate from Chartered Accountant is to be enclosed.)

8. **Exclusive Dental Clinic : (Infrastructure and technical Specifications)**
2. **Number of Dental Chairs:**

(A) (i) **For General Dental Clinic**
(Availability of recovery bed for Dental Clinic)
(if available, specify the number of beds)

.....
(ii) **For Specialized Dental Clinic**
(Whether beds are available for
Specialized Dental Clinic)... Yes No
If, Yes Number

(B) Whether separate O.T.
available for aseptic / septic cases YES No
(For specialized Dental clinics)

(C) Alternative Power supply Yes No
Give details

(D) (a) Laboratory facilities for routine Clinical Pathology, Bio-chemistry,
Microbiology Yes No

(b) Routine facilities for X-ray OPG Dental X-ray

(E) Dental X-ray Machine

IOPA 60-70 Kv, 8 mA, Exposure Yes No
(with minimum radiation leakage) time selection 0.01 to 3 seconds

O.P.G. Machine 60-70 Kv, 8 MA Yes No

* All Specialists employed on regular and visiting basis must possess Dental Council of India's recognized qualifications. A Post Graduate should head each specialty.

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

APPLICATION DOCUMENT

FOR

**EMPANELMENT OF DIAGNOSTIC LABORATORIES/ IMAGING CENTRES
IN CGHS COVERED CITIES (EXCEPT MUMBAI)**

1. Name of the CGHS city where DIAGNOSTIC LAB / IMAGING CENTRE is located.

--

2. Name of the Diagnostic Lab / Imaging Centre

--

3. Address of the Diagnostic Lab / Imaging Centre

--

4. Tel / fax/e-mail

Telephone No	
Fax	
e-mail / website address	

Whether NABL/NABH recommended

Whether QCI recommended
Whether NABL/NABH/QCI applied for
Enclose copy of accreditation certificate (wherever applicable)

Applied for ----- Diagnostic Lab (Facilities to be mentioned)

Applied forImaging Centre (Facilities to be mentioned)

Nuclear Medicines Lab

X-Ray

Ultra Sonography

CT Scan

MRI

ECG / EEG/ Nerve Conduction velocity

Others (for listed procedures)

Details of application fee of Rs. 1000/-

Name of bank	Address of bank	DD no.	Validity
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Details of EMD amount of Rs. 100000/-

Name of bank	Address of bank	DD no.	Validity
--------------	-----------------	--------	----------

5. Total turnover during last financial year
(Certificate from Chartered Accountant is to be enclosed).
6. Turnover from CGHS during last financial year
(Certificate from Chartered Accountant is to be enclosed.)

CRITERIA FOR LABORATORY DIAGNOSTIC CENTER: -

Indicate (✓) for Yes and (x) for No in the Box

1) Laboratories (Clinical Pathology):

- Space: Minimum 10X12 ft.
- Adequate space for collection of samples and dispatch of reports. Waiting space - Minimum for 10 patients.
- **Equipment:**
 - Microscope fully automatic hematology cell counter
 - Incubator centrifuge machine fridge (300 liters)
 - Automated Electrophoresis apparatus Automated Coagulation apparatus
 - Cytology and histopathology related set up
 - Needle Destroyer Trolley for waste disposal with Bags.
- **Manpower with Qualification:**
 - Technician –
 - Diploma in MLT and adequate experience of handling pathology specimens including Cytology and Histopathology.
 - Facilities for Waste Management: Provision for waste management as per the Biomedical waste Act., 1998
- **Quality Control:**
 - Arrangement for Internal and external quality control.
 - The set up should be able to handle the workload with adequate staff and equipments. Reports should be available at the earliest depending on the test.
 - Backup of Generator, UPS, Emergency light
- **General requirements for Pathological Diagnostic Centers:**
 - Minimum workload of 40-50 samples per day (not tests).
 - Slides for Histopathology / Cytology should be preserved a reasonable period.
 - Records of patients /investigation should be well maintained and updated.
 - Charges should be displayed on the notice board.
 - Fire Fighting system should be in place wherever it is necessary.

2) Laboratory (Biochemistry):-

- Space for working lab minimum 10X12 ft.
- Reception and sample collection should have an area for at least 10 patients to sit.
- Laboratory (Preferably air-conditioned)
- Washing area/waste disposal.

- Equipment:

- Refrigerator Water-bath Hot-air-oven Centrifuge machine
- Photo-electric calorie meter or Spectrophotometer or semi-auto-analyzer/auto analyzer Flame Photometer or ISE Analyzer Micro-pipettes
- All related Lab glasswares and reagents needle destroyer
- standard balance

- Manpower with qualification:

- Technician with DMLT.
- Provision for waste management as per the Biomedical waste Act., 1998:

- Quality Control:

- Should be Internal as well as External
- Backup of Generator, UPS, Emergency light
- 24 hours supply of water, provision for toilet.
-

Indicate (✓) for Yes and (x) for No in the Box

Additional requirements for Laboratory for Hospitals/ Nursing Homes:-

- In addition to the criteria written above the following additional equipment will be required

Blood Gas analyzer Elisa Reader HPLC and Electrophoresis apparatus

3) Laboratory (Microbiology):

- Minimum Space required is 10X12 ft.
Receiving samples & labeling, sorting, registration,
minimum waiting space for 10 patients and
dispatch area.
- Media room (autoclave, hot air oven, pouring hood) Area
required minimum 6X4 ft.
Processing of samples – staining, cultures etc.
- **Equipment:**
Non-expendable – Autoclave Hot Air oven water bath, incubator
centrifuge microscopes vortex ELISA reader.
Expendable – Chemicals, media, glassware, stationery etc.
- **Manpower with qualification:**
Technician - DMLT
- Provision for waste management as per the
Biomedical waste Act., 1998.
- Quality control:
Internal
External tie up with higher Organizations.
Backup of Generator, UPS, Emergency light.

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

CERTIFICATE OF UNDERTAKING

1. It is Certified that the particulars given above are correct and eligibility criteria are satisfied..
2. That Hospital/ eye centre/Exclusive Dental Clinic/ Diagnostic laboratory/ Imaging Centre shall not charge CGHS beneficiaries higher than the CGHS notified rates or the rates charged from other patients who are not CGHS beneficiaries.
3. That the rates have been provided against a facility/procedure/investigation actually available at the Organization.
4. That if any information is found to be untrue, Hospital/ Eye centre/Dental clinic/ Diagnostic Centre would be liable for de-recognition by CGHS. The Organization will be liable to pay compensation for any financial loss caused to CGHS or physical and or mental injuries caused to its beneficiaries.
5. That the Hospital/ Eye centre/Dental clinic/ Diagnostic Centre has the capability to submit bills and medical records in digital format and that all Billing will be done in electronic format and medical records will be submitted in digital format.
6. The Hospital/ Eye centre/Dental clinic/ Diagnostic Centre will pay damage to the beneficiaries if any injury, loss of part or death occurs due to gross negligence.
7. That the Hospital/ Eye centre/Dental clinic/ Diagnostic Centre has not been derecognized by CGHS or any State Government or other Organizations.
8. That no investigation by central Government/State Government or any statutory Investigating agency is pending or contemplated against the Hospital/ Eye centre/Dental clinic/ Diagnostic Centre.
9. Agree for the terms and conditions prescribed in the Application document.
3. Hospital agrees to implement Electronic Medical Records and EHR as per the standards approved by Ministry of Health & Family Welfare within one year of its empanelment

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

Annexure-III

Copies of the following documents (wherever applicable) are to be submitted along with Application

1. Copy of legal status , place of registration and principal place of business of the health care Organization or partnership firm, etc.,
2. A copy of partnership deed ,/ memorandum and articles of association, if any
3. Copy of Customs duty exemption certificate and the conditions on which exemption was accorded.
4. Copy of the license for running Blood Bank.
5. Copy of the documents full filling necessary statutory requirements.

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Application.

Application Reference No: _____

Name of Application / Work: -

Dear Sir,

1. I / We have downloaded / obtained the Application document(s) for the above mentioned 'Application/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

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

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the Application conditions of above mentioned Application document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this Application are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Application/application including the forfeiture of the full said earnest money deposit absolutely.

6. Also I / We have not been suspended / blacklisted by any PSU / Government Department / Financial Organization / Court.

Yours Faithfully,

(Signature of the Applicant with Official Seal)

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: _____

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 which are to be empanelled by the 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
AND

.....**Name of the City (except Mumbai)**

This Agreement is made on the _____ day of _____, 2014 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 Nirman Bhawan, New Delhi (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 ----- (Name of City)

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

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

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.

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

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.

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 visit by specialists / consultants) and cost of medicines for additional stay).

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 as applicable to other HCOs empanelled earlier through e-tender in 2014 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. AUTHORISATION LETTER FOR TREATMENT

The treatment/procedure shall be performed on the basis of the authorization letter issued by the Chief Medical Officer of the concerned CGHS dispensary in case of pensioners and by the administrative department / Ministry in case of serving employees and on the production of a valid CGHS card by the beneficiary.

C. INVESTIGATIONS PRIOR TO ADMISSION

All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package.

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 REFERRED CASE NEEDS TREATMENT IN A SPECIALITY(S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging shall not undertake treatment of referred cases in specialties which are not available in the hospital. But it will 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.

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.

N. AGREE FOR CONDUCTING ANNUAL HEALTH CHECK-UP FOR GROUP 'A' CENTRAL GOVERNMENT OFFICERS AGED '40' AND ABOVE AND FOR OTHER CATEGORIES OF CGHS BENEFICIARIES AS SPECIFIED BY GOVERNMENT.

The Hospital shall agree for conducting all investigations / diagnostic tests / consultations etc. of the Central Civil Services Group 'A' officers of above 40 years of age and other categories of CGHS beneficiaries as specified by government from time to time as per the prescribed protocol, subject to the condition that the hospital shall not charge more than Rs.2000/- for conducting the prescribed medical examination of the male officers and Rs.2200/- for female officers of Central Government who come to the hospital/ institution with the requisite permission letter from their Department/ Ministry / competent authority.

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.	Pay drawn in pay band/Basic Pension	Entitlement
1.	Upto Rs. 13,950/-	General Ward
2.	Rs. 13,960/- to 19,530/-	Semi-Private Ward
3.	Rs. 19,540/- 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>

The package rate will be calculated as per the duration specified in the Application 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 removal 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.

The hospital/ diagnostic centres shall agree to charge CGHS rates to Central Government Employees / Pensioners on production of valid I-Card / Documentary proof , even though treatment is not sought as CGHS beneficiary.

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 Parliament
- 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 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 electronic bill and details shall be submitted to Bill Clearing Agency where as physical Bill shall be submitted to concerned department/ serving employee for payment.

The Data and electronic bills in respect of Serving employees shall be utilized for medical audit and statistical purposes.

12. PROCESSING OF CLAIMS/BILLS BY THE BCA

Bill Clearing Agency (BCA) shall make **provisional payment of 70%** of the claimed amount on submission of physical bills within a maximum period of '5' working days and balance admissible amount after due scrutiny within a maximum period of 30 days. Recoveries, if any, will be affected from future bills of hospitals, exclusive Eye hospitals / Centres, exclusive Dental Clinics, Cancer Hospitals/units and diagnostic centres as the case may be.

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 application 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 hold itself 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	Rs.2.00 lac
Dental Clinics	Rs.2.00 lac
Diagnostic 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 after the validity of the existing performance guarantee is over.

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,
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

The amount of Performance Bank Guarantee will be forfeited and the CGHS shall have the right to de-recognize 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 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 competing for or in executing the Agreement.

In case of any wrong doings as specified in Memorandum of Agreement by one hospital / centre / clinic / lab of a particular group , CGHS reserves the right to remove all empanelled hospitals / centres/ clinics/labs of that particular groups from its empanelled list of hospitals.

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 by the Additional Secretary & Director General, CGHS ,Ministry of Health & FW, Government of India, who will give written award of his decision to the Parties. The decision of the Additional Secretary & Director General, CGHS will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Delhi / New Delhi.

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.

49. EXIT FROM THE PANEL

The Rates fixed by the CGHS shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empanelled health care Organizations, or for any other reason, the health care Organization no longer wishes to continue on the list under CGHS, it can apply for exclusion from the panel by giving one month notice. Patients already admitted shall continue to be treated.

26. NOTICES

- 26.1 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, Ministry of Health & FW, Government of India, Nirman Bhawan, New Delhi.

Hospital with address:

(.....)

26.2 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
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.