फ़ाइल संख्या/File No: FTS No: 8170778 File No: S-11011/09/2022/CGHS(HEC) सी.जी.एच.एस. (एच.ई.सी)
(File Name: Proposal for resumption of Empanelment's of Private HCO's under Delhi NCR)

भारत सरकार स्वास्थ्य और परिवार कल्याण मंत्रालय महानिदेशालय केंद्र सरकार। स्वास्थ्य योजना (डीजीसीजीएचएस) (अस्पताल पैनल सेल) कमरा नं. 545 ए, निर्माण भवन, नई दिल्ली -110011		Government of India Ministry of Health & Family Welfare Directorate General Central Govt. Health Scheme (DGCGHS) (Hospital Empanelment Cell) Room No. 545 A, Nirman Bhawan, New Delhi -110011 Dated 13th September 2022

OFFICE MEMORANDUM

Subject: Continuous Empanelment Scheme 2022 for empanelment of private Health Care Organizations (HCOs) under CGHS.

With reference to the above subject, attention is drawn to Office Memorandum No S 110045/36/ 2012 dated the 26th December ,2017 vide which orders for continuous empanelment scheme were issued. In this regard the undersigned is directed to state that the Ministry has reviewed the Application form along with the Draft for Memorandum of Agreement(MoA) and revised the same.

The revised Application Form for Continuous Empanelment Scheme 2022 along with revised MoA are enclosed. CGHS package rates as prevalent and as revised from time to time shall be applicable. Private Health Care Organizations (HCOs) seeking empanelment under CGHS Cities can apply to the Additional Director, CGHS of concerned City in this regard. The empanelment shall be for a period of two years.

The HCOs already on CGHS panel shall submit their Letter of acceptance for the revised MOA within 15 days of issue of this OM to the Additional Director of concerned City for continuation on CGHS panel for another two years i.e., till 30th September 2024, failing which it shall be deemed that they are not interested in continuation under CGHS and shall be removed from CGHS panel. They shall sign new revised MOA and submit Valid Performance Guarantee (for 30 months) within 3 months of issue of this OM.

Encl. as above.

निखिलेश चन्द्र
13/09/22

(Dr Nikhilesh Chandra)
Director CGHS
Tel. No. 011-23062800

To

1. Addl. Director(HQ)/ Addl.DDG(HQ) /All Additional Directors Directors of CGHS cities outside Delhi
2. All empanelled HCOs under CGHS through Addl. Director, CGHS of concerned CGHS City
3. Additional Director (HQ) / Additional Director (SZ) / Additional Director (CZ) / Additional Director (NZ) / Additional Director (EZ) / Additional Director (Admin) / Additional Director (MSD) / Additional Director (R&H) CGHS Delhi
4. JD (Gr.) / Sr CMO Incharge Hospital Cell, CGHS Delhi

5. Nodal Officer, MCTC(CGHS) with a request to upload a copy of same on CGHS website.

Copy to

1. The CEO, National Health Authority
2. PPS to Secretary , Min. of Health & Family Welfare
3. PPS to AS&DG, CGHS, Min. of Health & Family Welfare

Copy for information to

PS to Hon'ble HFM

PS to Hon'ble MoS, Health

EMPANELMENT OF PRIVATE HOSPITALS , EXCLUSIVE EYE HOSPITALS / CENTRES EXCLUSIVE DENTAL CLINICS, CANCER HOSPITALS/UNITS, DIAGNOSTIC LABORATORIES & IMAGING CENTRES UNDER CGHS-2022

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 empaneling private hospitals, exclusive Eye hospitals / Centers, exclusive Dental Clinics, Cancer Hospitals/units, diagnostic laboratories and imaging centers periodically.

In this background, willing hospitals, exclusive Eye hospitals / Centres, exclusive Dental Clinics, Cancer Hospitals/units, diagnostic laboratories and imaging centres are invited to submit their applications 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 notified 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 .

Under the CGHS Empanelment Scheme 2022 the hospitals, exclusive Eye hospitals / Centres, exclusive Dental Clinics, Cancer Hospitals/units, diagnostic laboratories and imaging centres accredited by National Accreditation Board for Hospitals and Health Care providers (NABH)* / National Accreditation Board for Testing and Calibration Laboratories (NABL) shall be considered for empanelment under CGHS. Non-Accredited HCOs can also apply and shall be considered as per the details given in the succeeding paragraphs.

*The Hospitals accredited by National Accreditation Board for Hospitals and Health Care providers **(NABH)** or its equivalents such as Joint Commission International (**JCI**), **ACHS** (Australia) or by any other accreditation body approved by International Society for Quality in Health Care (**ISQua**) shall be considered as accredited equivalent to NABH.

i) Under the new empanelment Scheme 2022, applications for empanelment shall be submitted only by new HCOs seeking empanelment. Already empaneled HCOs would only fill up undertaking at Annexure IV. All NABH (or Equivalent) /NABL Accredited HCOs (including existing), which qualify as per the terms and conditions of empanelment shall be empanelled for two years and they shall submit MOA and Performance Bank Guarantee.

ii) All QCI recommended existing HCOs shall also be empanelled for two years and they shall submit MOA and Performance Bank Guarantee.

iii) The otherwise eligible Non-NABH/ Non-NABL accredited new HCOs shall be inspected by QCI first and after receipt of recommendation from QCI, they shall be considered for empanelment under CGHS and shall submit MOA and PBG. If new HCOs have already obtained QCI recommendation it must be less than one year old on the date of submission of application for empanelment.

iv) The applications shall be examined on quarterly basis. Under the continuous empanelment scheme applications received shall be scrutinized on quarterly basis on the last working day in the month of March, June, September and December.

v) Differential rates shall be applicable to the private hospitals & diagnostic laboratories and Imaging centres empanelled under CGHS depending on their NABH / NABL accreditation status.

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

The applications shall be submitted to the Additional Director, CGHS of concerned City.

PART - I – EMPANELMENT OF HOSPITALS, EXCLUSIVE EYE HOSPITALS / CENTRES, EXCLUSIVEDENTAL 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:
The hospital shall be empanelled for all the facilities available in the hospital (except IVF and other assisted reproductive treatment procedures). In case some facility is available in the hospital but, is not offered to CGHS beneficiaries, the hospital is liable to be removed from CGHS panel.

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**).

(b) NON NABH Accredited Hospitals-(recommended by QCI)

C. CANCER HOSPITALS/UNITS

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

(a) NABH Accredited Cancer Hospitals/ Units

(b) Non-NABH Accredited Cancer Hospitals/ Units -(recommended by QCI)

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 (recommended by QCI)

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 (recommended by QCI)

ELIGIBILITY CRITERIA FOR HOSPITALS/ CANCER HOSPITALS/ EXCLUSIVE EYE CENTRES/ EXCLUSIVE DENTAL CLINICS/STAND ALONE DIALYSIS CENTRE

1. The health care Organizations must fulfill the requirements as detailed above depending on the category under which the hospital / exclusive eye hospital / centre, exclusive dental clinic, cancer hospital/unit/ is seeking empanelment and submit 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)
3. Copy of valid NABH Accreditation in case of NABH Accredited health care Organizations.
4. Copy of QCI recommendation (less than one-year-old) in case of Non-NABH accredited health care Organizations.
5. List of treatment procedures /investigations/ facilities available in the applicant health care Organization.
6. 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.
7. 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.
8. State registration certificate / Registration with Local bodies, wherever applicable.
9. Compliance with all statutory requirements including that of Waste Management.
10. 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.
11. Registration under PNDT Act, if Ultrasonography facility is available.
12. AERB approval for imaging facilities/ Radiotherapy, wherever applicable.
13. Certificate of Undertaking in original as per the format annexed.
14. Certificate of Registration for Organ Transplant facilities, wherever applicable.
15. 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.

16. An Applicant Health care Organization must submit the rates for all treatment procedures / investigations/ facilities available with them and as charged by them.

17. 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 this application document.
18. 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. They shall also certify that in case lower rates are charged to any Government / private organization in future, they shall also charge the reduced rates from CGHS beneficiaries.
19. 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.
20. Applicant Health care Organizations (except exclusive eye hospitals/centres, exclusive dental clinics/standalone dialysis centre) must agree for implementation of EMR/ EHR as per the standards notified by Ministry of Health & Family Welfare within one year of their empanelment.
21. Applicant Hospitals, cancer hospital/units must have minimal annual turnover of Rs.2.00 Crores for Metro cities and Rs.1.00 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.

22. Photo copy of PAN Card.
23. Name and address of their bankers.
24. If several Branches of HCO of the same organization /Group have applied for /empanelled under CGHS in the same city or another city the details shall be submitted.
25. Copies of the documents mentioned in Annexure-III must be submitted(wherever applicable).

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**

ELIGIBILITY CRITERIA FOR DIAGNOSTIC LABORATORIES/ IMAGING CENTRES

1. The diagnostic laboratory/imaging centres must fulfill the Criteria as specified above and must submit 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-) are to be submitted.
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 QCIrecommendation in case of Non-NABH/Non-NABL accredited laboratories/imaging centres.
6. Lists of investigation facilities available with diagnostic lab/imaging centre are to be submitted.
7. A Demand Draft for Rs.1000/ - as tender 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.
9. Diagnostic lab / Imaging Center must have been registered with State Government / Local bodies, wherever applicable.
10. Compliance with all 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 thisapplication 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. Photo copy of PAN Card.
22. Name and address of their bankers.
23. Copies of the documents mentioned in Annexure-III must be submitted(wherever applicable).
24. If several Branches of HCO of the same organization /Group have applied for /empanelled under CGHS in the same city or another city the details shall be submitted
25. 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 aminimum current rating of 500MA 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 PNDT Act

vi. **Bone Densitometry Centre**

Must be capable of scanning whole body

vii. **Nuclear Medicine Centre**

Must have been approved by AERB / BARC

APPLICATION FORM

Annexure –I is the application format to be filled up and submitted by New HCOs which are not already empanelled under CGHS.

Annexure –IV is to be submitted by the HCOs already empanelled to agree for the terms and conditions of empanelment and CGHS rates and willingness to continue under CGHS.

Hospitals/cancer unit	**shall fill up Annexure-Ia**
Exclusive Eye hospitals/Centres	**shall fill up Annexure-Ib-Eye**
Exclusive Dental Clinics	**shall fill up Annexure-Ic –Dental**
Diagnostic Labs	
Imaging Centres	**shall fill up Annexure Id - Lab**

Annexure –II is Certificate of Undertaking.

Annexure –III is list of documents (wherever applicable) that are to be submitted.

2. DEPOSITION OF FEE FOR APPLICAION AND EMD

Application document fee of Rs. 1000/- (non-refundable) 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 submitted**by the new HCOs**. Physical DD shall be delivered along with the Application form.

3. SUBMISSION OF APPLICATION FORMBY NEW HCOS

Completed and duly signed application form along with enclosures (in duplicate) shall be placed in closed envelop. The requisite Demand Draft for Rs.1000/ and 1, 00,000/- shall be enclosed in another closed cover and titled. Both the envelops and shall be enclosed in a sealed covered with address and contact number of the HCO and shall be delivered at the Office of Director (CGHS), Nirman Bhawan, New Delhi in case of Delhi & NCRand at the office of Additional Director of concerned City in other cities.

4. EARNEST MONEY REFUND

- In case the application is rejected on technical grounds Demand Drafts for Earnest Money shall be returned 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.

5. TECHNICAL SCRUTINY OF APPLICATIONS

The application forms for empanelment under CGHS shall be opened for initial scrutiny by a team under Additional Director, CGHS of concerned city to verify whether the requisite documents and DDs for Rs.1000/- and Rs.1, 00,000/- are submitted.

In case of incomplete application the same shall be returned along with the DD for Rs.1, 00,000/- However, the application fee of Rs.1, 000/- is non-refundable.

Only one authorized representative shall be allowed to be present at the time of opening of the Application forms.

In case of return of incomplete applications, the deficiencies shall be recorded and signature of authorized representative shall be taken as an acknowledgement.

The applications may be examined on quarterly basis. Under continuous empanelment scheme applications received shall be scrutinized on quarterly basis on the last working day in March, June, September and December.

6. TECHNICAL EVALUATION

The Screening Committeeof CGHSunder chairmanship of Additional Director, CGHS of concerned city shall examine the applications subsequently to determine whether they fulfill the eligibility criteria.

7. CGHS RATES

All the eligible Hospitals, exclusive eye hospitals / centres, exclusive dental clinics, cancer hospitals/units and diagnostic centres shall agree for CGHS notified rates applicable for semi-private ward. The rates for NABH/NABL accredited HCOs shall be 15% more than the rates for non-accredited HCOs. The CGHS package rates are for semiprivate ward. The rates for CGHS beneficiaries entitled for private ward shall be 15% more than the rates for semi-private ward. The rates for General ward shall be 10% less than the rates of semi-private ward. .For cancer surgery Tata Memorial rates as decided by CGHS would apply.

8. OFFER OF EMPANELMENT AND SIGNING OF MEMORANDUM OF AGREEMENT

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.

They also submit letter of acceptance of CGHS rates.

The terms and conditions in the Draft MOA are considered as part of the Application form.

9. VALIDITY OF CGHS RATES

The prevalent CGHS rates / updates and as revised from time to time shall be valid for the period of agreement.

The empanelled Organizations shall not charge more than CGHS rates.

10. 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.

11. 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.

12. PERFORMANCE BANK GUARANTEE (PBG)

Private Hospitals, Exclusive Eye Hospitals / Centres, Exclusive Dental Clinics, Cancer Hospitals/Units, Diagnostic Laboratories & Imaging Centresthat 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 valid for a period of 30 months to cover entire period of empanelment and 6 months beyond.

13. 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 hardcopies will also have to be done to the BCA.

14. 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.

15.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 or execution of a contract to the detriment of CGHS, and includes collusive practice among hospitals /authorized representative/service providers designed to hike the bills or misguide the beneficiaries or any such practice adhered to.

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 health care Organization has engaged in corrupt and fraudulent practices in executing contract.

16. INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT

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

17. LIST OF DOCUMENTS AT ANNEXURE III

The documents listed at **Annexure III**shall be enclosed with everyapplication.

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.

21. DISPLAY FOR PUBLIC RATIO OF C-SEC VIS-À-VIS NORMAL DELIVERIES

Empanelled hospital shall agree to display for Public the ratio of C-Sec Deliveries vis-à-vis Normal deliveries near reception and update on Quarterly basis

APPLICATION FORM

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.

2. Name of the hospital

3. Address of the hospital

4. Tel / fax/e-mail

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

Whether NABH Accredited

Whether QCI recommended

Details of Accreditation and Validity period

a. 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

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. Applied for empanelment as

Hospitalfor 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 each ward
Length	
Breadth	

(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 (Norm 85%) Bed turnover rate

General bed
Semi-Private Bed
Private Bed

Note: Bed occupancy rate = Av daily census / Av No. of bed available (i.e. number of authorized bed)

Turnover ratio = Total discharge during a year / 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

. 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

a. Whether there is Barrier Nursing for Isolation for patient. Yes No

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 Per guidelines of BARC Yes ☐ No ☐

VI. 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

Annexure-I b(eye)

APPLICATION FORM

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 theEye hospital / centre

4. Tel / fax/e-mail

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

Whether NABH Accredited ☐

Whether QCI recommended ☐

Details of Accreditation and Validity period ☐

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

Whether beds available Yes No
(General, Semi Private, Private or Deluxe Room Yes No
(If yes, specify the number)
Gl. ward Semi-Pvt. ward Pvt. Ward

9) OCULOPLASTY <u>& ADENEXA</u>:

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 Oculoplastysurgeon who is trained forOculoplasty,Lacrimal and Orbital Surgery

10). A) <u>INVESTIGATIVE FACILITIES</u>:

(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) Applanationtonometery ☐
b) Stereo Fundus photography/OCT/ Nerve fibreAnalyser ☐
c) *YAG* Laser for Iridectomy ☐
d) Automated/Goldmann fields (Perimetry) ☐
e) Electrodiagnostic equipments (VER, ERG, EOG) ☐
f) Colour Vision – Ishiahara Charts ☐
g) Contrast sensitivity – Pelli Robson Charts ☐
h) Pediatric Vision testing – HOTV cards ☐
i) Autorefractometers ☐
j) Synaptophore (basic type with antisuppresion) ☐
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 FORM

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 QCI recommended ☐

Details of Accreditation and Validity period

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. YES ☐ No ☐
available for aseptic / septic cases
(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 FORM

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

(wherever applicable)

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

Applied for …….Imaging 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

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 equipment. 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 glassware 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

ANNEXURE-II

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 statuary 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 tender document.

10. Hospital agrees to implement Electronic Medical Records and EHR as per the standards approved by Ministry of Health & Family Welfare

11. I / We hereby certify that I / we have read the entire terms and conditions of the Empanelment document 2022 from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

12. Also I / We are not under suspension at the time of applying for empanelment / blacklisted by any PSU / Government Department / Financial Organization / Court.

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

Annexure-IV

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

Date:

To,
_____
_____
_____
_____
_____

Sub: Acceptance of Terms & Conditions of application.

Applied for: -
_____
_____
_____

Dear Sir/Madam,

1. I/ We have been presently empanelled under CGHS,…….since ……. as ……. and have read terms and conditions of stated in all the pages of Document for empanelment 2022 and Memorandum of and I/we want to continue my/our empanelment under CGHS as per the terms and conditions as contained in the Document for Empanelment 2022 and in the accompanying Memorandum of Agreement.

2. I / We hereby certify that I / we have read the entire terms and conditions of the Empanelment document 2022 from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Draft MOA for Empanelment under CGHS 2022
Memorandum of Agreement (MoA) between
ADDITIONAL DIRECTOR, CGHS
AND
……

Name of the City (except Mumbai)

This Agreement is made on the _____ day of _____, 202_ , 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 …… (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 treatment / diagnostic facilities available in the HCO 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.

In case of Surgical procedures, whose name is not listed under CGHS rate list, the rates given under other minor/major surgery under each specialty shall be applicable. It cannot be added as an additional procedure to primary surgical package.

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

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

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

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

However, the following items are not admissible for reimbursement:
Toiletries
Sanitary napkins
Talcum powder
Mouth fresheners

In cases of conservative treatment / where there is no CGHS package rate the admissible amount is calculated item-wise (as defined under package rate) at CGHS rates or as per AIIMS rates(if there is no CGHS rate) or as per actual if there is no CGHS /AIIMS rate available for any of the items.

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
Upto3 days for/ Laparoscopic surgeries / elective Angioplasty / normal deliveries and
1 day for day care / Minor (OPD) surgeries.

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

However, it should be ensured that the patient is admitted as inpatient, for minimum required period (specially under conservative treatment) to avoid iatrogenic/ hospital acquired infections, which are responsible for increased morbidity and avoidable prolonged stay.

Treatment in Casualty (Emergency) / OPD treatment for injections, infusion, etc. shall be treated as short term admission and Rs.500/- would be reimbursable for all categories of beneficiaries.

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

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.

2. DURATION OF AGREEMENT

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

3. CONDITIONS FOR PROVIDING TREATMENT/SERVICES

A. GENERAL CONDITIONS

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

The Hospitals, Exclusive Eye Hospitals/Centres, Exclusive Dental clinics, Diagnostic Laboratories/ Imaging Centres shall investigate / **treat the CGHS beneficiaries only for the condition for which they are referred with due authorization letter or admitted in emergency. It must be strictly adhered to. Any violation shall be viewed seriously.**

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 advice of the Govt. Specialist/ Medical Officer of the concerned CGHS dispensary in case of listed treatment procedures. Wherever the advice is from Specialist of empaneled hospital, endorsement by CGHS is needed except in case of CGHS beneficiaries aged 75 years and above. Department / Ministry in case of serving employees and on the production of a valid CGHS card by the beneficiary.
In case of unlisted investigations / procedures, for which CGHS rates are not prescribed, approval of competent authority is mandatory except in emergency cases.

C. INVESTIGATIONS PRIOR TO ADMISSION

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

D. ADDITIONAL PROCEDURES/INVESTIGATIONS

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

E. OPD CONSULTATION:

Empanelled hospital shall provide Consultation from Specialists of empanelled hospitals at CGHS rates in all Specialties available in the hospital / included in the scope of services recommended by NABH in case of NABH Accredited HCOs.

Empanelled hospitals cannot exclude any specialties available / included in scope of services approved by NABH.

In case of CGHS beneficiaries aged 75 years and above, no referral is required.
Empanelled hospitals should strictly follow the guidelines issued by the Government from time to time in this regard.

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

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

G. 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.

H. 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.

I. 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 from time to time.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. RENEWAL OF NABH / NABL ACCREDITATION

Empanelled HCOs shall ensure that the NABH / NABL accreditation is renewed timely, failing **which the rates of non-NABL / NABH shall be paid.**

P. VALIDITY OF QCI RECOMMENDATION

QCI – recommendation for empanelment shall be treated as valid for a maximum of three years after which they are required to get revalidation certificate.

Q. VALIDITY OF PBG

The empanelled HCO shall ensure that the PBG is valid for at least 6 months on expiry of empanelment and shall ensure that it is revalidated in time.
In case of penalty against the empanelled HCO and encashment of part of PBG by CGHS HCO shall ensure that the PBG is restored to 100% amount.

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 Bypass 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 Stokes 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, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- Respiratory failure, decompensated lung disease
- 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 hospital shall not ask for any referral letter from CGHS/ Department in case of emergency treatment.

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.

The hospital shall not admit beneficiaries which does not require immediate treatment under the clause of emergency admission and in case of any such violation suitable action shall be taken against erring HCO.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

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

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

a. Private ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings like wardrobe, dressing table, bed-side table, sofa set, carpet, etc. as well as a bed for attendant. The room has to be air-conditioned.

b. Semi Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.

c. General ward is defined as a hall that accommodates four to ten patients.

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

6. APPROVED RATES TO BE CHARGED

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

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

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

The rate being charged will not be more than what is being charged for same procedure from other (non-CGHS) patients or Organizations. An authenticated list of rates being charged from other non-CGHS Organizations will also be supplied to CGHS within 30 days of this Agreement.

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:

a. Pensioners,
b. Ex-Members of Parliament,
c. Serving CGHS/DGHS / Ministry of H&FW employees,
d. Freedom Fighters,
e. Sitting Members of Parliament

Such other categories of CGHS cardholders as notified by the Government.

In respect of a), b) and d) no payment shall be sought from them and the bills should be submitted to CGHS through the BCA irrespective of city where the CGHS card is registered.

In respect of (e) no payment shall be sought from them and the bills should be submitted to Rajya Sabha Secretariat or Lok Sabha Secretariat as the case may be respect of (c) no payment shall be sought from them and the bills should be submitted to CGHS / DGHS / Ministry of H&FW employees as the case may be.

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'

10. SUBMISSION OF HOPSITAL BILL – ORDER OF DOCUMENTS

The documents in bill should be arranged as per the following order:

a) Copy of CGHS Card
b) Copy of Permission Letter in non-emergencies / beneficiaries upto 75 yrs age
c) Emergency Certificate – with details
d) Copy of the Discharge Summary- in detail –
e) Copy of valid NABH/NABL certificate
f) Hospital Bill for payment – consolidated followed by break-up bill in chronological order
g) Legible Copy of day to day medical notes signed by treating Doctor and progress chart in chronological order
h) Copies of investigation in chronological order
i) Copy of invoice pertaining to Implant along with sticker if any- even if hospital purchased in bulk copy of invoice relevant to the batch number shall be enclosed.
j) Any other relevant document

In case documents are not arranged in proper chronological order, the bill may be returned.

11. DISCOUNT ON MEDICINES & DISPOSABLES

The empanelled Hospitals shall agree to a minimum discount of 20% on the price of Medicines (including Chemotherapeutic Medicines)

12. PRESCRIPTION OF MEDICINES BY GENERIC NAME ONLY

MCI guidelines regarding prescribing drug must be followed. Hence **prescriptions of** Specialists of empanelled HCOs must contain Generic name of the medicine on IPD / OPD Prescriptions.

Specialists of empanelled hospitals shall not prescribe medicines of equivocal value (not of proven value) and items that come under the category of nutritional substances and are prescribed for prophylaxis only.

13. CHEMOTHERAPY MEDICINES

Empanelled HCOs shall accept Chemotherapy medicines procured by CGHS; However, if, the Chemotherapy medicines are issued by HCO, they shall certify that the medicines were not issued through CGHS, failing which the bill is liable to be returned.

14. 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.

15. INFORMATION TO BE PROVIDED TO THE BCA& CGHS BY HOSPITALS

EMERGENCY ADMISSIONS

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

REFERRED ADMISSIONS

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

16. 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 electronic bill to the Bill Clearing Agency for processing of bills. However, the data shall be preserved by the hospitals as per the relevant rules and guidelines.

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

17. PROCESSING OF CLAIMS/BILLS BY THE BCA

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

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

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

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

18. MEDICAL AUDIT OF BILLS

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

19. 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".

20. 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

21. EMPANELLED HEALTH CARE ORGANIZATION'S INTEGRITY AND OBLIGAITONS DURING AGREEMENT PERIOD

The empanelled Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre is obliged to act within its own authority and abide by the directives issued by the CGHS. The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

22. 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.

23. 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 15% of Performance Bank Guarantee will be forfeited and the CGHS shall have the right to de-recognize/ suspend empanelment of the health Care Organization as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by CGHS teams at random.
The decision of the CGHS will be final.

24. LIQUIDATED DAMAGES

a. The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall provide the services as per the requirements specified by the CGHS in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the CGHS Beneficiaries or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee will be charged as agreed Liquidated Damages by the CGHS, however, the total amount of the Performance Bank Guarantee will be maintained intact being a revolving Guarantee.
b. In case of repeated defaults by the Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre , the total amount of Performance Bank Guarantee will be forfeited and action will be taken for removing the Health Care Organization from the empanelment of CGHS as well as termination of this Agreement
c. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre and the CGHS shall have the right to issue a written warning to the health Care Organization not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that particular Health care Organization or suspension of empanelment from CGHS/ de-recognition from CGHS.

25. 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.

26. 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

27. ARBITRATION

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

23. MISCELLANEOUS

- Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the CGHS and the Health Care Organization. The Health care Organization shall work or perform their duties under this Agreement or otherwise.
- The Health care Organization agrees that any liability arising due to any default or negligence in not represent or hold itself out as agent of the CGHS.
- The CGHS will not be responsible in any way for any negligence or misconduct of the Health Care Organization and its employees for any accident, injury or damage sustained or suffered by any CGHS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect and / or deficiencies in rendering such services.
- The Hospital/ Exclusive Eye centre/Exclusive Dental clinic/ Diagnostic Laboratory/ Imaging Centre shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.
- This Agreement can be modified or altered only on written agreement signed by both the parties.
- Should the Hospital/ Exclusive Eye centre/Exclusive Dental clinic/ Diagnostic Laboratory/ Imaging Centre get wound up or partnership is dissolved, the CGHS shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Health care Organization during the period when the Agreement was in force.
- The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre shall bear all expenses incidental to the preparation and stamping of this agreement.

29. 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.

30. NOTICES

30.1 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 of Concerned CGHS City

Hospital with address:

(……)

30.2 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.

Performance Bank Guarantee

To:

(Additional Director, CGHS of concerned CGHS City)

WHEREAS _____(Name of Health Care Organization) has undertaken, Agreement No. _____ _____ dated, _____202_ 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 Centres 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 _____ 202_

Signature and Seal of Guarantors

_____

_____

Date _____

Address: _____