

AGREEMENT

This agreement made _____ on and entered into this _____ day of _____ 202 between the Hon'ble Lt. Governor, Government of NCT of Delhi through _____ Director General Health Services, (Authorized signatory) F-17, Karkardooma, Delhi (which expression, unless repugnant to the context or excluded shall include its successors-in-office and assigns) of the first part and _____ a company registered under Companies Act, 1956/Society Registered under Indian Societies Act 1860 having its registered office at _____ represented by its Managing Director/Director/ Partner/ Proprietor/Secretary/ President/Representative _____ duly authorized to enter into this Agreement vide Company/Society/Trust Resolution No. NIL dated _____ duly authenticated copy is annexed to this Agreement (hereinafter called 'hospital' which expression unless repugnant to the context or excluded shall include its successors and assigns) of the Second Part.

Whereas _____, is provisionally empanelled by The Director General Health Services Govt. Of National Capital Territory of Delhi in respect of for treatment of the beneficiaries covered under the scheme Medical Facilities of Serving Govt. Employees and Pensioners, Govt. Of National Capital Territory of Delhi.-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That -----is empanelled by The Director General Health Services under the scheme "Medical Facilities for Hon'ble Ministers, MLAs, Ex. MLAs, Ex, Metropolitan Councilors, Retired and Sitting Judges of Hon'ble High Court of Delhi, serving Govt, employees and pensioners" (hereinafter referred to as DGEHS) for treatment of the beneficiaries and members of their family subject to the conditions hereinafter mentioned.

2. That hospital/diagnostic centre shall display the Logo of Govt. of NCT of Delhi and the specialties empanelled by Govt. of NCT of Delhi so as to enable the beneficiaries to avail medical facilities easily and as per need.

3 (a). The Health Care Organization (HCO) will be empanelled for the period of three years, covering all available facilities OPD and IPD. There will be no empanelment for selected services. All services (OPD and IPD) must be provided at DGEHS rates, regardless of whether the facility is outsource or in-house. If the hospital adds new facilities or services, it must inform DGEHS Branch and provided these services to beneficiaries at DGEHS approved rates and guidelines. All DGEHS beneficiaries have been allowed to undertake direct treatment as admissible under the provisions of the scheme as per entitlement from DGEHS empanelled private hospitals. The reimbursement in such cases shall be limited to DGEHS ceiling rates as per entitlement and only for the treatment admissible under CS (MA) rules / DGEHS.

(b). Ministers of GNCT of Delhi, sitting as well as Ex. MLAs of Delhi Legislative Assembly and Ex. Metropolitan Councilors of Delhi and their dependents shall be allowed treatment on cashless basis in empanelled private hospitals / diagnostic centers. The payment to empanelled hospitals/ diagnostic centers for such cashless treatment shall be made by General Administrative Department in case of Ministers and Delhi Legislative Assembly in case of sitting as well as Ex. MLAs and Ex. Metropolitan Councilors.

(c). Cashless treatment shall be provided to the dependent family members and the officers of Indian Administrative Service (AGMUT cadre) and DANICS officers when posted out of Delhi (Transfer / Deputation) on production of Health Card showing "Cashless Facility Available" issued for a specific period from Director General Health Services. The bills in respect of such beneficiaries shall be submitted to Directorate of Health Services for payment under cashless scheme.

4. (a). That in routine cases, the hospital shall provide treatment to the DGEHS beneficiaries (both serving employees and pensioners) on production of a DGEHS card.

(b). That in case of pensioners and their dependents in routine, the hospital/diagnostic centre shall provide treatment on production of a valid DGEHS card. The empanelled private hospital/diagnostic

centre shall not refuse admission/investigation or demand an advance payment from the pensioner beneficiary or his family member and shall provide credit facilities to the patient on production of a valid DGEHS card. The hospital shall submit the bills for reimbursement as per approved rates to the DGEHS cell in case of pensioners. The department will make the reimbursement to the hospital preferably within 60 days after completing all bill submission formalities. No interest shall be payable in case of delay for any reason.

(c). The empanelled HCO shall procure and administer the anti-cancer medicines, submitting GST-compliant purchase invoices for reimbursement, following the protocol for implant reimbursement. The HCO shall enclose the carton/outer pouch/vial reflecting batch no, manufacturing date and expiry date and MRP. Cost of such medicines shall be limited to 70% of MRP. HCOs cannot charge more than that amount from DGEHS.

5. That in case of emergencies, the empanelled private hospital shall not refuse admission or demand an advance payment from the beneficiary or his family member and shall provide credit facilities to the patient (whether the employee is a serving employee or a pensioner availing DGEHS facilities) on production of a valid DGHS card and the hospital shall submit the bill for reimbursement as per approved rates to the concerned Department i.e. to GAD in case of Hon'ble Ministers, to Delhi Legislative Assembly in case of MLAs, Ex. MLAs and Ex. Metropolitan Councilors of Delhi, to registrar Delhi High Court in case of Hon'ble Judges of Delhi High Court, to DGEHS Cell in case of pensioners and to the concerned administrative department in case of serving employees and the department will make the reimbursement to the hospital preferably within 60 days after completing all bill submission formalities. No interest shall be payable in case of delay in payment of bills.

6. The conditions of emergency are as under: -

(a) Acute Coronary Syndromes (Coronary Artery By-pass Graft/ Percutaneous Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left ventricular Failure/Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stroke Atrial attack, Acute Aortic dissection.

(b) Acute Limb Ischemia, Rupture of Aneurism, Medical and Surgical shock and peripheral circulatory failure.

(c) Cerebro-vascular Attack-Strokes, Sudden Unconsciousness, Head injury, Respiratory failure decompensated lung disease, Cerebro Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.

(d) Acute Abdomen :- Hepatitis, Amoebic liver abscess, obstructive jaundice, Biliary colic, Acute cholecystitis, Acute pancreatitis, Pancreatic abscess, Acute appendicitis, Acute intestinal colitis, Acute gastritis, Peptic ulcer, Perforative peritonitis, Renal Calculus, PUJ Obstruction, Pyonephrosis, Pyelonephritis, Ureteric calculus, Acute or Subacute intestinal obstruction, Enteritis, Tubercular Abdomen, Mesenteric lymphadenitis, Diverticulitis and any other miscellaneous acute conditions.

(e) Road traffic Accidents with injuries including fall.

(f) Acute poisoning

(g) Acute Renal Failure

(h) Acute abdomen in female including acute Obstetrical and Gynecological emergencies.

(i) Heat Stroke

(j) Any other life threatening emergent condition which is not covered above.

7. (a) That it will charge the DGEHS beneficiary or his family member within the ceiling limits as prescribed and contained in the approved charges of Delhi Govt. Employees Health Scheme as applicable at the time of signing of the agreement and as revised from time to time. In case, there are no DGEHS prescribed rates for any test / procedure, then CGHS/AIIMS/GIPMER rates are applicable. If there are no CGHS/ AIIMS / GIPMER rates, then reimbursement is to be arrived at by calculating admissible amount item-wise (e.g. room rent, investigations, cost of medicines, procedure charges etc) as per approved rates / actual whichever is less, in case of investigations.

(b) I.S.M- Hospital under ISM will charge as per prevailing rates approved by Govt. of Delhi or as per CS (MA) Rules, 1944.

8. That the contracting party (Hospital/doctor) shall not charge an amount more than the amount agreed in the DGEHS package rates presently in force from any DGEHS beneficiaries or member of

his family until such time the prescribed rates are revised by the DGEHS. If no DGEHS rates are available the rates shall be decided as per criteria mentioned in Para 7.(a) above.

9. That during In-patient Department (IPD) treatment of the DGEHS beneficiary, the hospitals shall not ask the beneficiary to purchase separately the medicines or any item / logistic related to beneficiary treatment from outside but bear the cost of its own at the package deal rate fixed by the DGEHS/CGHS which includes the cost of drugs, surgical instruments and other medicines etc.

a. Package Rate shall mean and include lump sum cost of inpatient treatment / day care / diagnostic procedure for which a DGEHS beneficiary is 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 patient's 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, (xi) 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, (xvi) Related routine and essential investigations, (xvii) Physiotherapy charges etc (xviii) Nursing care and charges for its services.

b. DGEHS package rates are for semi private ward. The rate for DGEHS beneficiaries entitled for private wards shall be 5% more than the rates of semi private wards. The rates of general ward shall be 5% less than the rates of semi private wards.

c. Cost of implants is reimbursable in addition to package rates as per DGEHS/CS(MA) ceiling rates for implants or as per actual whichever is less, in case there is no DGEHS prescribed ceiling rates, the same may be regulated with reference to the approved rates under CGHS or actual whichever is less. If there are no prescribed rates under CGHS, the same may be regulated with reference to AIIMS/GIPMER rates or actual, whichever is less.

d. Treatment charges for new born baby are separately reimbursable in addition to delivery charges for mother.

e. Hospitals / diagnostic centers empanelled under DGEHS shall not charge more than the package rate / rates.

f. Expenses on toiletries, cosmetics, telephone bills etc, are not reimbursable and are not included in package rates.

g. Package rates envisage 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 / normal deliveries, 1 days - for day care Minor Surgeries.

h. No additions charges 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.

i. In case, there are no DGEHS/CGHS prescribed rates for any test / procedure, then

AIIMS/GIPMER rates are applicable. If there are no AIIMS/GIPMER rates, then reimbursement is to be arrived at by calculating admissible amount item-wise (e.g. room rent, investigations, cost of medicines, procedure charges etc) as per approved rates / actual, in case of investigations. Room rent applicable as on date is –

General Ward - Rs. 1500/- per day Semi-Private Room - Rs. 3000/- per day Private Room - Rs. 4500/- per day (for both NABH and Non- NABH accredited hospitals/ centers). ICU charges - Rs. 5400/- for all categories of ward entitlement (for Non- NABH accredited hospitals the charges shall be 15% less) ICU charges are inclusive of room rent. The above may change as per instructions issued by DGEHS from time to time and same shall be communicated to all concerned. The empanelled hospitals shall not charge more than approved room rent charges applicable from time to time.

10. In case rates for various procedures, which are lower than the rates fixed by the DGEHS, then reimbursement would be at the actual rates charged by the hospital and not as per the DGEHS rates.

11. In case the item is essential for the treatment, but the same is not covered in the package, in that event, it will be reimbursed separately by the concerned department.

12. The contracting parties shall not discriminate in the provision of facility and treatment in any manner whatsoever against the DGEHS beneficiary receiving treatment in the hospital as compared to other patient of equal status and coming for treatment in the hospital.

13. The hospital/ diagnostic center shall provide access to the financial and medical records for own assessment and review by medical and financial auditors of the Delhi Government, as and when required and the decision of Govt. of N.C.T. of Delhi/Central Government on necessity or requirement shall be final.

14. The Hospital/diagnostic center shall also provide reports in the prescribed format to the Addl. Director, DGEHS /State Program Officer, DGEHS in respect of the beneficiaries treated on monthly basis by the 10th day of the succeeding calendar month.

15. The Hospital shall indemnify and hold harmless DHS against any damages suffered by DHS/GNCTD which directly result from the negligence or default on the part of the Hospital or its employees, contractors, agents, servants etc. This liability at the Hospital shall survive the termination or expiry of this agreement. Any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital/diagnostic center who shall alone be responsible and liable for the defects in rendering such services. If the empanelled hospital fails to meet out the liability due to any default or negligence in providing medical facility to the beneficiary concerned within the stipulated time, DHS shall recover the equal amount from any money due or accrue to the empanelled hospital under the agreement or from the Performance Security.

16. In case of any complaint of overcharging, the Director General Health Services, Govt. of N.C.T. of Delhi may, after enquiry, impose a fine/ penalty/ de-empanelment/recovery as per the provisions laid down in the table mentioned below and such decision shall be final, without any notice, and this shall be without any prejudice to any other action to be taken as per the terms herein contained including recovery of overcharged amount. In case of any eventuality, if the empanelled hospital fails to deposit the penalty within the stipulated time, DGHS shall recover the equal amount from any

money due or accrue to the empanelled hospital under this agreement or from the Performance Security.

Gradation of Offences and Penalties for Empanelled Hospitals

Case/Issue	First Offence	Second Offence	Third Offence
Collecting Money from Beneficiaries towards admissible items or those bundled under other items like packages, investigations / consultations / or on the pretext of outsourced service or visiting consultant	Full refund + penalty of 5× amount collected, payable to CGHS within 7 working days.	Same as first offence + hospital suspension	De-empanelment / blacklisting / forfeiture of bank guarantee
Refusal of credit facility to eligible beneficiaries.	Full refund + penalty of 5× amount collected, payable to CGHS within 7 working days.	Same as first offence + hospital suspension	De-empanelment / blacklisting / forfeiture of bank guarantee
Charging in excess to CGHS rates.	Full refund + penalty of 5× excess amount collected, payable to CGHS within 7 working days.	Same as first offence + hospital suspension	De-empanelment / blacklisting / forfeiture of bank guarantee
Billing for services not provided	Claim rejection + penalty of 5× the claimed amount.	Claim rejection + penalty of 10× the claimed amount + hospital suspension	De-empanelment / blacklisting / forfeiture of bank guarantee
Upcoding / Unbundling / Unnecessary Procedures	Claim rejection + penalty up to 10× the excess amount (based on severity).	Claim rejection + penalty up to 20× the excess amount + hospital suspension	De-empanelment / blacklisting / forfeiture of bank guarantee
Wrongful beneficiary identification	Claim rejection + penalty up to 5× the claimed amount if hospital found in connivance.	Claim rejection + penalty up to 10× + hospital suspension if connivance established.	De-empanelment / blacklisting / forfeiture of bank guarantee
Non-adherence to empanelment/quality/service criteria – Minor gaps	Show cause notice with 2 weeks to comply + claim rejection related to observed gaps.	Penalty up to 5× all approved claims related to gaps + suspension until QCI validation	De-empanelment + penalty up to 5× of related claims + forfeiture of bank guarantee
Non-adherence to empanelment/quality/service criteria – Major gaps/willful suppression	Show cause notice + 2-week compliance period.	Suspension until QCI /NABH validation	As applicable under major offence categories

	Suspension & claim rejection if not rectified + penalty up to 3× all related cases.		(leading to suspension/de-empanelment).
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17. In case any malpractice by any empanelled institution is detected / proved, DGHS in the capacity of empanelling authority will consider the cancellation of the empanelment of the institution coupled with criminal proceedings against it by the Head of the Department concerned. In addition the performance security in full shall be forfeited.

18. a). The Hospital/Diagnostic Center shall deposit performance security in the form of Account payee Demand Draft / Fixed Deposit or Bank Guarantee from a commercial bank in an acceptable form, safeguarding the interest of the department in all respects, with the Government as per rates indicated below immediately before execution of this Agreement, as per revised CGHS Rates:-

Category	Type of hospital	Amount of Security Money
Category -A	General Hospital	Rs. 20,00,000/- (Rupees Twenty lac only)
Category - B	Specialty Hospital	Rs. 20,00,000/- (Rupees Twenty lac only)
Category -C	Super Specialty hospital	Rs. 25,00,000/ (Rupees Twenty Five lac only)
Category -D	Specialty Eye care Hospital	Rs. 4,00,000/- (Rupees Four lac only)
Category -E	Specialty Dental care Hospital	Rs. 4,00,000/- (Rupees Four lac only)
Category -F	Diagnostic center	Rs. 4,00,000/- (Rupees Four lac only)
Category -G	Imaging centers	Rs. 4,00,000/- (Rupees Four lac only)

The performance security shall be valid for a period of six months beyond the date of completion of all contractual obligations. If any information furnished by the hospital is found to be incorrect or false at any time, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited. Similarly, if at any stage the hospital deviates from the terms and conditions of the contract agreement or its performance is found to be unsatisfactory, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited.

b) **Reduced PBG for Charitable Organizations:** If the HCO is a charitable/not-for-profit organization as recognized by law and CGHS, the required PBG amount is 50% of the above-stated amount for its category.

19. Terms and conditions of this Agreement shall be binding on both the parties.

20. (a) This Agreement is valid till _____ from the date of its execution by the Director General Health Services, Govt. of N.C.T. of Delhi. The agreement is extendable on mutual agreement subject to satisfactory performance by the hospital diagnostic center on same terms and conditions.

(b) HCOs has to submit the required documents for renewal of empanelled at least 3 months before the expiry of initial contract.

(c) Hospital/Diagnostic centers which are empanelled under DGEHS on the basis of empanelment under CGHS the empanelment under DGEHS shall be strictly in line of CGHS. The HCOs shall make available all the facilities / treatments / investigations (including all in house and outsourced facilities) to DGEHS beneficiaries. The list of specialties / department and services available at the HCOs must be disclosed by the HCOs and attached to the Agreement. If, after empanelment the HCO adds new specialties services or facilities the HCO, shall promptly notify DGEHS of such additions. All new facilities/services shall also be extended to DGEHS beneficiaries at DGEHS rates or rates for general public whichever is lower. **The hospital shall provide OPD services in all the concerned specialties. The empanelment under DGEHS shall stand automatically terminated whenever the empanelment of the hospital/diagnostic center is terminated with CGHS due to any reason.**

21. The Agreement shall be terminated by one calendar month's notice in writing by the Director General Health Services, Govt. of N.C.T. of Delhi without assigning any reasons.

22. Director General Health Services, Govt. of N.C.T. of Delhi shall refund the security deposit or such portion thereof, as may be available, to the hospital on the termination of this Agreement within 60 days of completion of all the obligations. No interest shall be paid on the amount of security deposit.

23. Should the hospital get wound up or partnership or society or trust is dissolved, the Director General Health Services shall have the power the terminate the Agreement but termination of the

Agreement shall not relieve the Hospital or its successors or agents, employees, servants etc. from the civil/ criminal liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

24. The Director General Health Services shall have a lien and also reserve the right to retain and set off against any sum which may, from time to time become due and is payable to the hospital hereunder, any claim which the Director General Health Services may have against the hospital under this or any other Agreement between the same parties.

25. All hospitals empanelled under the Delhi Government Employees Health Scheme (DGEHS) are strictly required to adhere to the standing orders and current or revised CGHS (Central Government Health Scheme) guidelines. While the CGHS framework serves as the foundational standard for clinical and administrative protocols, the DGEHS maintains the executive authority to partially or completely modify these regulations. This ensures that the scheme remains flexible enough to be tailored to the specific administrative needs or budgetary requirements of the Delhi Government, making the DGEHS-specific directives the final word in case of any local adaptations.

26. The Director General Health Services shall be at liberty at any time to terminate this Agreement on giving seven days notice in writing to the hospital for breach of any of the terms and conditions of this Agreement and the decision of the Director General Health Services in this regard shall be final.

27. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the hospital or any of its officers or staff including Proprietor, Partner, Director etc. or their agent or servant or any one else on their behalf to any officer, servant or representative of the Director General Health Services, Govt. of N.C.T. of Delhi, or any member of the family of any officer, servant or representative of the Directorate of Health Services in relation to the obtaining or execution of this or any other Agreement with the Director General Health Services, then the Director General Health Services shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the hospital may incur, cancel this Agreement and any other Agreement entered into by the hospital with the DHS and to recover from the Hospital any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any

offence under this clause shall be decided by the Director General Health Services in such manner and with such evidence or information as he shall think fit and sufficient and his decision shall be final and conclusive.

28. Subject as otherwise, provided in this Agreement, all notices may be given or taken by the Director General Health Services or any designated officer being entrusted with the functions and powers of the said Director General Health Services.

29. The administrative cost of the hospital/diagnostic centre and all other expenses required by the hospital for the purpose of this Agreement shall be borne by the Second Party (Hospital/ Diagnostic center).

30. In the event of any question, dispute or difference whatsoever at any time arising under the conditions of Agreement or in any other manner under this Agreement or in any way relating there-to or the true meaning or interpretation of any of the provisions thereof (except any matters for which the decision is specifically provided for in the conditions of the Agreement), the same shall be referred to for decision to a sole Arbitrator who shall be appointed by the Lt. Governor, N.C.T. of Delhi or his nominee and the decision of the Arbitrator shall be final and binding on both the parties. In the event of the arbitrator appointed by the Lt. Governor, N.C.T. of Delhi, or his nominee dying, neglecting or refusing to act or resigning or being incapable or unable to act for any reason, whatsoever, it shall be lawful for the Lt. Governor, N.C.T. of Delhi or his nominee to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid. Subject to the above the Arbitration and Conciliation Act, 1996 or any modification or replacement and the rules hereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceeding under this clause.

31. All notices and reference hereunder shall be deemed to have been duly served and given to the hospital if delivered to the hospital or their authorized agent or sent by registered post to the address stated hereinbefore and to the Director General Health Services, Govt. of N.C.T. of Delhi, if delivered to the Director General Health Services or sent by registered post.

32. The original copy of this Agreement shall be kept at the office of Director General Health Services, Govt. of NCT of Delhi and a true copy shall be retained in the office of the hospital/diagnostic center.

In witness whereof, The Director General Health Services, Govt. of NCT of Delhi for and on behalf of the Hon'ble Lt. Governor, Government of NCT of Delhi and the authorized representative of the above named Hospital/ Diagnostic Centre have hereinto set their respective hands the day and year first above written, in the presence of the following witnesses:

For and on behalf of Hospital/ Doctor

(Name _____)

(Authorized signatory)

Witnesses

1. _____

2. _____

**For and on behalf of Hon'ble Lt. Governor,
Government of NCT of Delhi Director, Health
Services**

(Rubber Seal) (Authorized signatory)

Witnesses

1. _____

2. _____

