

## AGREEMENT

This agreement made on \_\_\_\_\_ and entered into this  
\_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_ between the President of India  
through \_\_\_\_\_ Director, 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

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-----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 recognized by The Directorate of 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

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-----is recognized by Directorate of 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 recognized by Govt. of NCT of Delhi so as to enable the beneficiaries to avail medical facilities easily and as per need.

3. **a.** Special provisions for Ministers, MLAs, Ex. Metropolitan Councilors and Senior Officers:

There is no need for authorization / permission for entitled treatment for self and dependent family members in private recognized hospitals in regard of following categories of beneficiaries:

- i. Ministers of GNCT of Delhi.
- ii. Sitting as well as Ex. MLAs of Delhi Legislative Assembly
- iii. Ex. Metropolitan Councilors of Delhi
- iv. Retired and serving Judges of Hon'ble High Court of Delhi.
- v. All Retired and Serving Heads of the departments / Heads of the autonomous bodies under GNCT of Delhi.
- vi. Retired and Serving Senior officers i.e. IAS officers and DANICS officers( JAG and above in the pre revised pay scale of Rs. 12000-16550 corresponding to present grade pay of Rs. 7600 & above or equivalent.

The above categories of beneficiaries have been allowed to undertake direct treatment as admissible under the provisions of the scheme as per entitlement from DGEHS empanelled private hospitals in the specialties the hospital is recognized for. 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 Directorate of 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 and a referral from the MO/ CMO In charge of Delhi Govt. dispensary / hospital.

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 and a referral from concerned Authorized Medical Attendant i.e. the MO/CMO in-charge of Delhi Govt. dispensary /hospital or in a manner communicated to the hospital/diagnostic centre. The recognized 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 and a referral from concerned Authorized Medical Attendant i.e. the MO/CMO in-charge of Delhi Govt. dispensary /hospital. 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 within 60 days. No interest shall be payable in case of delay for any reason.

c. That in case of emergencies, the beneficiary can go directly to empanelled hospital of his / her own choice for treatment and the hospital shall not ask for referral from Delhi Govt. dispensary / hospital.

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 within 60 days. 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 Adam attack, Acute Aortic dissection.
  - (b) Acute Limb Ischemia, Rupture of Aneurism, Medical and Surgical shock and peripheral circulatory failure.
  - (c) Cerebro-vascular Attack-Stroke, 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 rates are applicable. If there are no CGHS/AIIMS 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/CCU 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. 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 rates or actual, whichever is less.
- c. Treatment charges for new born baby are separately reimbursable in addition to delivery charges for mother.
- d. Hospitals / diagnostic centers empanelled under DGEHS shall not charge more than the package rate / rates.
- e. Expenses on toiletries, cosmetics, telephone bills etc, are not reimbursable and are not included in package rates.
- f. 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

g. 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.

h. In case, there are no DGEHS/CGHS prescribed rates for any test / procedure, then AIIMS rates are applicable. If there are no AIIMS 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. 1000/- per day

Semi-Private Room – Rs. 2000/- per day

Private Room – Rs. 3000/- per day

The above may change as per instructions issued by DGEHS/CGHS 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 State Program Officer, DGEHS in respect of the beneficiaries treated on monthly basis by the 10<sup>th</sup> 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 of Health Service, Govt. of N.C.T. of Delhi may, after enquiry, impose a fine amounting to Rs. 10000/- (Rupees Ten Thousand) per case in addition to the recovery of the overcharged amount. Further on repeated default he may derecognize M/s ----- 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, DHS shall recover the equal amount from any money due or accrue to the empanelled hospital under this agreement or from the Performance Security.
17. In case any malpractice by any empanelled institution is detected / proved, DHS 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. 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. 10,00,000/- (Rupees Ten lac only)
Category - B	Specialty Hospital	Rs. 10,00,000/- (Rupees Ten lac only)
Category - C	Super Specialty hospital	Rs. 10,00,000/- (Rupees Ten lac only)
Category – D	Specialty Eye care Hospital	Rs. 2,00,000/- (Rupees Two lac only)
Category – E	Specialty Dental care Hospital	Rs. 2,00,000/- (Rupees Two lac only)
Category – F	Diagnostic center	Rs. 2,00,000/- (Rupees Two lac only)
Category – H	Imaging centers	Rs. 2,00,000/- (Rupees Two lac only)

**Note-(in case of further renewal or extension no need to deposit any BANK GURANTEEE)**

The performance security shall be valid for a period of sixty days 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.

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 of 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) Hospital/Diagnostic centers which are empanelled under DGEHS on the basis of empanelment under CGHS the empanelment under DGEHS shall only be for the same specialties as empanelled under CGHS. 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 of Health Services, Govt. of N.C.T. of Delhi without assigning any reasons.
22. Director 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 Directorate of Health Services shall have the power to 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 Directorate of 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 Directorate of Health Services may have against the hospital under this or any other Agreement between the same parties
25. The Directorate of 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, Directorate of Health Services in this regard shall be final.

26. 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 or 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 Directorate of 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 Directorate of Health Services, then the Directorate of 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, Directorate of 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.
27. Subject as otherwise, provided in this Agreement, all notices may be given or taken by the Director, Directorate of Health Services or any designated officer being entrusted with the functions and powers of the said Director, Directorate of Health Services.
28. 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).
29. 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.

30. 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 Directorate of Health Services, Govt. of N.C.T. of Delhi, if delivered to the Director, Directorate of Health Services or sent by registered post.
31. The original copy of this Agreement shall be kept at the office of Director, Directorate of 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, Health Services, Govt. of NCT of Delhi for and on behalf of the President of the Union of India 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. \_\_\_\_\_

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2. \_\_\_\_\_

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**For and on behalf of President of  
India**

**Director, Health Services**

(Rubber Seal)

(Authorized signatory)

Witnesses

1. \_\_\_\_\_

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2. \_\_\_\_\_

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