

AGREEMENT

BETWEEN

.....

AND

....., NEW DELHI

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the President of India acting through ....., Ministry of Health & F.W., Government of India having its office at Nirman Bhavan, New Delhi (hereinafter called CGHS, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part**

AND

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

WHEREAS, the Central Government Health Scheme is providing comprehensive medical care facilities to the Central Government Employees / Pensioners.

AND WHEREAS, CGHS proposes to provide treatment facilities and diagnostic facilities to the Beneficiaries in the Recognized Hospitals / Diagnostic Centers in Delhi and NCR.

AND WHEREAS, (*Name of the Hospital*) offered to give the following treatment / diagnostic facilities to the CGHS Beneficiaries in the Hospital.

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

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 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 holds a valid CGHS card.
- 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 earlier opportunity would be detrimental to the health of the patient or will jeopardize the life of the patient.
- 1.1.11 “Empanelment” shall mean the hospital / diagnostic center authorized by the CGHS for treatment 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 The meaning of General purpose hospital, Specialty Hospital and Super –specialty Hospital are as defined in para ‘A’ of E-Bid document.
- 1.1.14 “De-recognition of Hospital” shall mean debaring 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
- 1.1.15 “Party” shall mean either the CGHS or the Hospital / Diagnostic Center and “Parties” shall mean both the CGHS and the Hospital / Diagnostic Center.
- 1.1.16 “Package rate” is defined as lump sum cost of inpatient treatment/ day care for which a patient has been referred by competent authority or CGHS to Hospital. This includes all charges pertaining to a particular treatment/ procedure including:

Package rate is defined as lump sum cost of inpatient treatment/ day care for which a patient has been authorized by competent authority of CGHS/Dept. of AYUSH/AMA to Hospital or Specialty Centre. This includes all charges pertaining to a particular treatment/procedure including registration charges, admission charges, prescribed diet, cost of medicines, Accommodation charges, Panchkarma charges, Labour Room , Charges for Ksharasutra, operation/procedure charges, doctor/consultant visit charges, monitoring charges, operation theatre charges, procedural charges, surgeon fee, cost of disposable surgical charges and cost of all sundries used during hospitalization, related routine investigations, physiotherapy charges etc. from time of admission to till discharge. The accommodation charges are as per elementary eligibility.

The package charge shall not include expenses on diet, except treatment related Pathya and Anupana telephone, cosmetics etc that are not part of the treatment regimen. Cost of these additional items, if provided, has to be settled with the patient, for which no reimbursement will be admissible.

In order to remove the scope of any ambiguity on the point of package rates, it is reiterated that the rate quoted for a particular procedure must be inclusive of all sub-procedures and all related procedures to complete the treatment. As an illustration, for the procedure of 'Vamana' it may be noted that the quoted price shall include the cost of Snehana, Svedana and all the associated procedures. The patient shall not be asked to bear the cost of any such procedure/item. The package rate should be calculated on the basis of average number of days required for a particular procedure.

- 1.1.17 "Specialized treatment" shall mean the treatment in a particular specialty.
- 1.1.18 "TPA" shall mean a Third Party Administrator authorized by CGHS to process the medical reimbursement claims or to carry out medical audit.
- 1.1.19 "Rate" – Charges for approved procedures / services as may be notified by CGHS from time to time.

## **2. APPROVED RATES TO BE CHARGED**

The Hospital agrees that it shall charge from the CGHS beneficiary / beneficiary under CS(MA) Rules as per the rates for a particular procedure / package deal as prescribed by the department and attached as Annexure (rate list), which shall be an integral part of this Agreement.

## **3. DURATION**

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.

## **4. SUBMISSION OF BILLS TO BILL CLEARING AGENCY**

In case of Pensioners , etc., where credit bills are sent to CGHS, the Hospital shall submit the physical bill as well as electronic bill to the Bill Clearing Agency for processing of bills and payment.

In case of serving employees the electronic bill and details shall be submitted to Bill Clearing Agency where as physical Bill shall be submitted to concerned department/ serving employee for payment.

On completion of the treatment/ procedure (s) of the CGHS beneficiary, the Hospital shall submit credit bill (in those cases where credit facility extended) along with other documents electronically (a scan copy) for pre-auditing by the BCA team through web access (Internet) and sharing of data will be through electronic media.

#### **5. PAYMENT WITHIN TEN DAYS**

CGHS shall be appointing a Bill Clearing Agency (BCA), for processing of Data/ Bills of all CGHS beneficiaries (both serving and pensioner) attending these Hospitals. CGHS would ensure that payment of hospital claims would be done in time bound manner- within a period of 10 days from the date of submission of bills in physical format to the designated bill clearing agency.

CGHS beneficiary attending hospital in **emergency** in such a situation Hospital will intimate to BCA within 2 hours of admission and BCA will respond in 4 hours (however treatment will not be denied to any CGHS member and this is only an initiation of the e-workflow). Post discharge hospital would upload bills and download documents as per requirements of CGHS within 72 hours.

#### **6. INFORMATION TO BE PROVIDED TO THE BCA BY HOSPITALS**

CGHS beneficiary attending hospital with permission letter -- upon admission hospital will verify and submit information of admission online to BCA. BCA will respond in 4 hours. Post discharge hospital would upload bills and download documents as per CGHS requirements within 72 hours. UTITSL will respond/clear the bill in seven working days.

#### **7. INFRASTRUCTURE FOR INTERACTION WITH BCA**

The Hospital should have:

- Dedicated Personal Computer with Dual Core /Core 2 DUO processor and minimum 2 GB RAM supported by UPS. OS should be Windows. Dedicated Colour scanner with a minimum resolution 200dpi.
- Scalable Broad Band internet connectivity with minimum assured speed of 512kbps.
- Necessary security systems should be taken care of.
- A designated Nodal Person to interact with BCA.

The Hospital would be legally responsible for user authentication.

#### **8. PROCESSING OF CLAIMS / BILLS BY BCA**

The actual auditing will start when physical copies of these bills are submitted by concerned Hospital to the BCA on behalf of the CGHS and counting of days will start from such date for the purpose of discount etc.

The Hospital will also submit to BCA the electronic bills and other Data online in case of serving employees and original bills (Hard Copy) shall be provided to the beneficiary where payment has been made by the beneficiary.

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

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 :

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

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

BCA rendering services will charge from the Hospital a certain amount per claim (and service tax as applicable) as per details given below or such amount as specified by CGHS. The government may revise these rates without any notice.

Bill Amount (in Rs)	Diagnostic Laboratory /Imaging Centre Payout to BCA
Less than 500/-	Rs.5/- + Service Tax
501/- to 1000/-	Rs. 10/-+ Service Tax
1001/- to 5000/-	Rs. 25/-+ Service Tax
5001/- to 10000/-	Rs.100/-+ Service Tax
More than 10000/-	Rs200/-+ Service Tax

## 9. DISCOUNT

The Hospital shall have to agree for deduction of 10% of admissible amount if payments are made within Ten days from the date of submission of physical bill to the BCA.

Hospital will also allow a discount of 10% on every cash payment.

## 10. CREDIT

On production of a valid permission by the CGHS beneficiary- the hospital shall provide credit facilities to the Members of Parliament, Pensioners, Ex-Members of Parliament, Freedom Fighters, Serving CGHS employees, serving employees of Ministry of Health & Family Welfare, serving employees of Directorate General of Health Services and such other categories of CGHS cardholders as notified by the Government.

In case of emergency the hospital will provide credit to all CGHS beneficiaries.

The hospital shall verify the CGHS card and the CGHS/ Department is not liable to pay in cases of impersonation or treatment of ineligible persons.

#### 11. MEDICAL AUDIT OF BILLS

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

#### 12. TREATMENT IN EMERGENCY

- 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 Dept. / Ministry / CGHS. The refusal to provide the treatment to bonafide CGHS beneficiaries in emergency cases without valid ground would attract disqualification for continuation of empanelment.
  
- The following ailments may be treated as emergency which is **illustrative only and not exhaustive**, depending on the condition of the patient :
  - ❖ Acute Coronary Syndromes (Coronary Artery Bye-pass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Temponade, Acute Left Ventricular Failure / Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stoke Adam attack, Acute Aortic Dissection.
  - ❖ Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
  - ❖ Cerebro-Vascular attack-Stokes, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
  - ❖ Acute Abdomen pain.
  - ❖ Road Traffic Accidents / with injuries including fall. Severe
  - ❖ Hemorrhage due to any cause.
  - ❖ Acute poisoning.
  - ❖ Acute Renal Failure.
  - ❖ Acute abdomen pain in female including acute Obstetrical and Gynecological emergencies.
  - ❖ Electric shock.
  - ❖ Any other life threatening condition.

#### 13. REQUIREMENTS FOR OBTAINING TREATMENT/PROCEDURE:

Every patient is required to produce a valid CGHS card.

Treatment / Procedure on credit should be performed to

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

Bill should be submitted to the bill clearing agency / CGHS in digital format and Physical format. A discount of 10% will be deducted in case payment is made within ten days from the date of submission of the bill.

- For serving employees (other than CGHS/ DGHS /Ministry of H&FW), the payment will be made by the patient and he will claim reimbursement from his office subject to the approved ceiling rates. The Hospital shall allow a discount of 10% on all payments made in cash.
- Treatment has to start on the basis of the authorization letter issued by Additional Director/Advisor AYUSH (concerned)/ CGHS Zone/State in case of pensioners, and by the administrative Department/Ministry in case of serving employees. Such authorization letter shall be issued on the basis of recommendation of CMO/SMO, I/C of the concerned dispensary in case of CGHS beneficiaries and AMA in respect of beneficiaries covered under CS (MA) rules. In case of Yoga & Naturopathy the concerned CMO/SMO, I/C of Ayurveda will recommend the treatment.
- CGHS beneficiaries shall be attended to on priority.
- Treatment procedure shall be carried out on the production of valid CGHS card and valid permission from the competent authority.
- CGHS has the right to monitor the treatment/ procedure provided in the tenderer Hospital.

#### **14. GENERAL CONDITIONS**

All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package. For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority.

The package rate will be calculated as per the duration specified in the tender document under the 'treatment requirements'. 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.

In case the hospital is charging less than the CGHS rates from non CGHS patients or institution for the said procedures then the hospital will also charge the same rate from CGHS. An authenticated list of rates being charged from non-CGHS patients or institutions will also be supplied to CGHS within 10 days of this Agreement.

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

The empanelled Hospital shall provide services only for which it has been empanelled by CGHS at rates that will be fixed by Central Government Health Scheme from time to time and shall be binding.

The Hospital will intimate all instances of patients admitted on the basis of the Authority letter issued by the CGHS authorities in the prescribed format within one working day through fax / email (the number of which shall be notified) followed by post to CGHS / BCA.

The Hospital will intimate all instances of patients admitted as emergencies without prior permission to the CGHS authorities / BCA, in the prescribed format within one working day through fax / email (the number of which shall be notified) followed by post. 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 discretion.

The Hospital shall provide reports on monthly basis by the 10th day of the succeeding calendar month in the prescribed format to the CGHS in respect of the beneficiaries treated / investigated.

The Hospital shall submit all the medical records in digital format.

The Hospital agrees that 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 for the defect and / or deficiencies in rendering such services.

The Hospital agrees that during the In-patient treatment of the CGHS beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the CGHS which includes the cost of all the items. Appropriate action, including removing from CGHS empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by CGHS teams / appointed TPA.

Treatment has to start on the basis of the authorization letter issued by Additional Director/Advisor AYUSH (concerned)/ CGHS Zone/State in case of pensioners, and by the administrative Department/Ministry in case of serving employees. Such authorization letter shall be issued on the basis of recommendation of CMO/SMO, I/C of the concerned dispensary in case of CGHS beneficiaries and AMA in respect



of beneficiaries covered under CS (MA) rules. In case of Yoga & Naturopathy the concerned CMO/SMO,I/C of Ayurveda will recommend the treatment. Treatment will be provided as per CGHS approved rates and bills submitted for payment to the BCA.

#### CHANGES IN INFRASTRUCTURE / STAFF TO

The Hospital shall immediately communicate to Additional Director / Joint Director of CGHS about any change in the infrastructure / strength of staff. 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 / Diagnostic Center shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

The Hospital will submit an annual report regarding number of referrals received, admitted, bills submitted to the CGHS and payment received, details of monthly report submitted to the Additional Directors / Joint Directors of CGHS of city, changes in the strength of doctors / staff and infrastructure if any. Annual audit report of the hospitals / diagnostic centers will also be submitted along with the statement.

Authorized signatory / representative of the hospital shall attend the periodic meetings held by Director / A.D. / J.D. / Department / Establishment of CGHS, required in connection with improvement of working conditions.

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

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

The Hospital 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 center, indicating that the charges will be as per CGHS approved rates.

The hospital will investigate / treat the CGHS beneficiary patient only for the condition for which they are referred with permission, and in the specialty and / or purpose for which they are approved by CGHS. In case of unforeseen emergencies of these patients during admission for approved purpose / procedure, 'provisions of emergency' shall be applicable.

The Hospital shall not undertake treatment of referred cases in specialties for which it is not empanelled. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to CGHS authorities. However in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.

The hospital will not refer the patient to other specialist / other hospital without prior permission of CGHS authorities. Prior intimation shall be given to CGHS whenever patient needs further referral.

#### 15. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

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

S.No.	Pay drawn in pay band/Basic Pension	Entitlement
1.	Upto Rs. 13,950/-	General Ward
2.	Rs. 13,960/- to 19,530/-	Semi-Private Ward
3.	Rs. 19,540/- and above	Private Ward

- a. Private ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings like wardrobe, dressing table, bed-side table, sofa set, carpet, etc. as well as a bed for attendant. The room has to be air-conditioned.
- b. Semi Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.
- c. General ward is defined as a hall that accommodates four to ten patients.

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

Note : -

- 1) The pay in the pay band is excluding the grade pay.
- 2) For pensioners the entitlement is endorsed on the card.

#### 16. DUTIES AND RESPONSIBILITIES OF HOSPITALS / DIAGNOSTIC CENTERS

It shall be the duty and responsibility of the Hospital at all times, to obtain, maintain and sustain the valid NABH Accreditation, 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.

#### 17. NON ASSIGNMENT

The Hospital 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 / Diagnostic Center from any liability or obligation under this agreement

**18. HOSPITAL'S / DIAGNOSTIC CENTER'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD**

The Hospital / Diagnostic Center 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 / Diagnostic Center is obliged to act within its own authority and abide by the directives issued by the CGHS. The Hospital / Diagnostic Center 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.

**19. PERFORMANCE BANK GUARANTEE**

Hospitals that are recommended for empanelment after the assessment shall also have to furnish a Performance Bank Guarantee valid for a period of thirty six months to ensure efficient service and to safeguard against any default:

Empanelled Hospitals Rs. 02 lakhs.

In case of hospitals already empanelled under CGHS they shall submit a new Performance Bank Guarantee after the validity of the old performance guarantee is over.

**20. FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELLED INSTITUTIONS**

In case of any violation of the provisions of the MOA by the hospitals / diagnostic centers such as:

- (a) refusal of service,
  - (b) undertaking unnecessary procedures,
  - (c) prescribing unnecessary drugs/tests
  - (d) over billing,
  - (e) Reduction in staff/ infrastructure/ equipment etc. after the hospital/ has been empanelled.
  - (f) Non submission of the report, habitual late submission or submission incorrect data in the report
  - (g) Refusal of credit to eligible beneficiaries and direct charging from them.
  - (h) Discrimination against CGHS beneficiaries vis-à-vis general patients
- i) The amount of security money will be forfeited and the CGHS shall have the right to de-recognize the hospitals / diagnostic laboratory 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.

- ii) the decision of the CGHS will be final.

## **21. LIQUIDATED DAMAGES**

- a. The Hospital 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 / Diagnostic Center 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, the total amount of Performance Bank Guarantee will be forfeited and action will be taken for removing the Hospital 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 / Diagnostic Center and the CGHS shall have the right to issue a written warning to the Hospital / Diagnostic Center not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that Hospital / Diagnostic Center

## **22. TERMINATION FOR DEFAULT**

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

If the Hospital / Diagnostic Center fails to provide any or all of the services for which has been recognized 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 Hospital fails to perform any other obligation(s) under the Agreement. If the Hospital in the judgment of the department has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

## **23. INDEMNITY**

The Hospital / Diagnostic Center 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 Hospital / Diagnostic Center 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, alongwith (or otherwise), Hospital as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital / Diagnostic Center 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 Hospital / Diagnostic Center 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 Hospital defend such suit, either jointly with the Hospital / Diagnostic Center or singly in case the latter chooses not to defend the case

#### **24. 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 / upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director, General Health Services, Ministry of Health & FW, Government of India, who will give written award of his decision to the Parties. The decision of the Director General of Health Services will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Delhi / New Delhi.

#### **25. 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 Hospital / Diagnostic Center.
- The Hospital / Diagnostic Center shall 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 Hospital / Diagnostic Center 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 / Diagnostic Center or in the course of doing its work or perform their duties under this Agreement or otherwise.
- The Hospital / Diagnostic Center shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Hospital / Diagnostic Center 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 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 Hospital during the period when the Agreement was in force.
- The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

#### **26. OTHER SERVICES TO BE PROVIDED**

The empanelled Hospital will, on the request of CGHS, agree to provide training to CGHS medical, Para-medical and nursing staff.

**27. NOTICES**

- 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 : Director CGHS, Ministry of Health & FW, Government of India, Nirman Bhavan, New Delhi.

Hospital Center with address:

(.....)

- 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

.....  
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 / Diagnostic Center)  
Duly authorized vide Resolution No. .... dated .....  
of (name of Hospital / Diagnostic Center)

In the presence of  
(Witnesses)

- 1.
- 2.