

DRAFT AGREEMENT
BETWEEN
Delhi Electricity Regulatory Commission
AND

.....
(Name of the Hospital)

This Agreement is made on the _____ day of _____, 2017 between the Delhi Electricity Regulatory Commission, New Delhi hereinafter referred to as **FIRST PARTY or DERC**, (which expression shall, unless repugnant to or exclude by context, shall include its successors-in office and assignees)

AND

..... (*Name of the Hospital/Diagnostic Centre/eye centre/dental clinic with Address*) through(authorized person on behalf of the Hospital or the owner of the hospital), hereinafter referred to as the **SECOND PARTY**, (which expression shall, unless repugnant to or exclude by context shall include its legal representatives, successors and assignees)

WHEREAS, the SECOND PARTY agrees to provide treatment facilities and diagnostic facilities to the employees of the FIRST PARTY and their family members (hereinafter referred to as Beneficiaries) covered under DERC (Medical Attendance) Regulation, 2003 at CGHS approved rates notified by the Ministry of Health & Family Welfare under Central Government Health Scheme (CGHS) and the FIRST PARTY agrees to empanel SECOND PARTY for treatment of the Beneficiaries covered under DERC (Medical Attendance) Regulation, 2003 .

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 “Beneficiary” shall mean a person who is eligible for coverage under DERC (Medical Attendance) Regulation, 2003.
- 1.1.3 “Benefit” shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
- 1.1.4 “Identity Card” shall mean the Delhi Electricity Regulatory Commission Card, issued to the Employee by the competent authority, of DERC.
- 1.1.5 “Card Holder” shall mean a person having an Identity Card.
- 1.1.6 “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.
- 1.1.7 “Diagnostic Center” shall mean the (*Name of the Diagnostic Center*) performing tests / investigations
- 1.1.8 “Imaging Centre” shall mean the (*Name of the Imaging Centre*) performing X-ray , CT Scan, MRI, USG, etc.,
- 1.1.9 “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.
- 1.1.10 “Empanelment” shall mean the hospital/Diagnostic centre/Eye centre/dental clinic authorized by the CGHS/DGHS for treatment/ investigation purposes for a particular period.
- 1.1.11 “Hospital” shall mean the (*Name of the Hospital*) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.12 “Party” shall mean either the DERC or the Hospital and “Parties” shall mean both the DERC and the Hospital.
- 1.1.13 “CGHS “Package Rate” shall mean all inclusive – including lump sum cost of inpatient treatment/ day care/ diagnostic procedure 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, (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 (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 postoperative consultations.

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

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

However, the following items are not admissible for reimbursement:

- i. Telephone Charges;
- ii. TV Charges;
- iii. Cost of Cosmetics;
- iv. Toiletries;
- v. Talcum powder; and
- vi. Mouth fresheners.

In cases of conservative treatment/ where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates, if there is no CGHS rate for a particular item.

Package rates envisage up to a maximum duration of indoor treatment as follows:

- i. Upto 12 days for Specialized (Super Specialties) treatment;

- ii. Upto 7 days for other Major Surgeries;
- iii. Upto 3 days for/ Laparoscopic surgeries/ elective Angioplasts/normal deliveries; and
- iv. 1 day for day care/ Minor (OPD) surgeries.

However, if the beneficiary has to stay in the hospital for his/her recovery for a period more than the period covered in package rate, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 2 visits per day) and cost of medicines for additional stay).

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.

2. DURATION OF AGREEMENT

The Agreement shall remain in force for a period of 5 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 DERC beneficiaries shall be attended to on priority.

FIRST PARTY shall issue reference letter to the SECOND PARTY for admitting the beneficiaries, giving clearly his/her name, designation and entitlement for class of ward. However, in case of an emergency, beneficiaries shall seek hospitalization with SECOND PARTY directly on the basis of Identity Card issued to the employee by the FIRST PARTY.

The hospital/Diagnostic centre/Eye centre/Dental clinic shall be empanelled for all facilities/services available in the health care organization.

In case of unforeseen emergencies of these patients during admission for approved procedure, provisions of emergency treatment shall be applicable.

DERC has the right to monitor the treatment provided in the Private Hospital/Diagnostic centre/Eye centre/Dental clinic.

B. TREATMENT IN EMERGENCY

The SECOND PARTY shall not refuse admission or demand advance from the beneficiary and shall provide credit facility to the patient concerned on the production of the Identity Card.

In such an emergency, the beneficiary will have to submit a reference letter to the SECOND PARTY before discharge after obtaining from the FIRST PARTY and on failing to do so, the beneficiary will have to make payment to the hospital and claim reimbursement from the FIRST PARTY.

The refusal to provide the treatment to bonafide DERC beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment.

C. INVESTIGATIONS PRIOR TO ADMISSION

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

D. ADDITIONAL PROCEDURES/INVESTIGATIONS

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

In case arrangements for any tests etc. are not available with the SECOND PARTY and the patient has to be taken to some other Hospital /Diagnostic Centre, the transportation/ambulance will be provided by SECOND PARTY and the charges towards such tests shall be borne by the FIRST PARTY.

E. CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO DERC

The Hospital/Diagnostic centre/Eye centre/Dental clinic shall immediately communicate to Deputy Director (P) 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 communication. The new establishment of the same Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

F. ANNUAL REPORT

The Hospital/Diagnostic centre/Eye centre/Dental clinic will submit an annual report regarding number of referrals received, admitted beneficiaries, bills submitted to the DERC and payment received, details of monthly report submitted to the Deputy Director (P).

G. AGREE FOR CONDUCTING ANNUAL HEALTH CHECK-UP FOR OFFICERS AGED '40' AND ABOVE.

The Hospital shall agree for conducting all investigations / diagnostic tests/consultations etc of the officers of above 40 years of age, subject to the condition that the hospital shall not charge more than Rs.2000/- for conducting the prescribed medical examination of the male officers and Rs.2200/- for female officers.

4. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

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

S. No	Corresponding Basic Pay drawn by the Officer in VII CPC per month	Entitlement	Room Rent
1	Upto Rs. 47,600	General Ward	Rs. 1000/- per day
2	Rs. 47,601 to 63,100	Semi Private	Rs. 2000/- Per day
3	Rs. 63,101 and above	Private Ward	Rs. 3000/- per day

- 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. The room has to be air conditioned.
- c. General ward is defined as a hall that accommodates four to ten patients. The room has to be air conditioned.

In the event, the patient opts for higher class of ward which is not as per his/her entitlement, the difference between the entitled and higher

accommodation and other charges, if any, will be charged by the SECOND PARTY directly from the beneficiary at the time of discharge.

6. APPROVED RATES TO BE CHARGED

The SECOND PARTY shall charge from the FIRST PARTY beneficiary as per the rates for a particular procedure/ package deal as prescribed by the CGHS. The rates notified by CGHS shall be available on web site of Ministry of Health & F.W. at <http://msotransparent.nic.in/cghsnew/index.asp>

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

7. MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES

The treatment/procedures/services shall be undertaken/ provided on credit and No payment shall be sought from the beneficiaries and the bills should be submitted to the Office of DERC.

8. BILL CLEARING

Bill clearing of the SECOND PARTY shall be settled by the FIRST PARTY within a period of about 30 working days from the date of receipt of bills with the FIRST PARTY.

9. SUBMISSION OF BILLS

The SECOND PARTY shall submit the medical bills, if any, for reimbursement to the FIRST PARTY directly for the medical treatment of beneficiaries and their family members as per approved rates on fortnightly basis. The bill shall be invariably supported by complete details of treatment i.e., indicating the name of the operation /treatment performed, number of visits of doctors/consultants, names of laboratory/other tests investigations, medicines provided etc.

That the SECOND PARTY shall take signature of the patient/employees or his/her family member in each case to certify the treatment given to him/her and shall countersign the prescription for reimbursement of cost of medicines at the time of discharge of patient.

If the SECOND PARTY charges rates for various procedures which are lower than the rates fixed by the CGHS, the reimbursement would be at the actual rates charged by the hospital and not as per the GGHS rates.

10. MEDICAL AUDIT OF BILLS

The SECOND PARTY shall provide access to the financial and medical records for assessment and review by medical and financial auditors of the FIRST PARTY, as and when required and the decision of the FIRST PARTY on necessity or requirement shall be final.

11. 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.

12. NON ASSIGNMENT

The empanelled Hospital/Diagnostic centre/Eye centre/Dental clinics shall not assign, in whole or in part, its obligations to perform under the agreement, except with the DERC's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the DERC. Any such assignment shall not relieve the Hospital/Diagnostic centre/Eye centre/dental clinic from any liability or obligation under this agreement

13. EMPANELLED HEALTH CARE ORGANIZATION'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The empanelled Hospital/Diagnostic centre/Eye centre/Dental clinic 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 centre/Eye centre/Dental clinic is obliged to act within its own authority and abide by the directives issued by the CGHS. The Hospital/Diagnostic centre/Eye centre/Dental clinic 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.

14. LIQUIDATED DAMAGES

- a. The Hospital/Diagnostic centre/Eye centre/Dental clinic 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, over-billing and unnecessary procedures from the FIRST PARTY Beneficiaries or defective service and negligence, the amount so charged will be deducted from the pending/future bills as agreed Liquidated Damages by the DERC.

- b. In case of repeated defaults by the Hospital/Diagnostic centre/Eye centre/Dental clinic, will result in termination of this Agreement

15. TERMINATION FOR DEFAULT

If the SECOND PARTY get wound up or partnership is dissolved, the FIRST PARTY shall have the power to terminate the agreement but termination of the Agreement shall not relieve the SECOND PARTY or their heirs and legal representatives from the legal liability in respect of the services provided by the SECOND PARTY during the period when the agreement was in force.

Nothing outside this agreement shall be valid and binding. This agreement can be modified or altered only by way of written agreement signed by both the parties.

The FIRST PARTY shall have a lien and also reserve the right to retain and set off against any sum which may, from time to time be due to and payable to the SECOND PARTY hereunder, any claim which the FIRST PARTY may have against the SECOND PARTY under this or any other agreement.

16. INDEMNITY

The SECOND PARTY shall at all times, indemnify and keep indemnified FIRST PARTY against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the SECOND PARTY in execution of or in connection with the services under this Agreement/ in consequence to any action or suit being brought against the FIRST PARTY, 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 SECOND PARTY will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the FIRST PARTY 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 SECOND PARTY will pay all indemnities arising from such incidents without any extra cost to FIRST PARTY and will not hold FIRST PARTY responsible or obligated.

17. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the DERC and the Hospital/Diagnostic centre/Eye centre/Dental clinic upon or in relation to or in connection with or arising out of the Agreement, shall be referred to the sole arbitrator nominated by the Commission, who will give written award of his decision to the Parties. The decision of the Arbitrator will be final and binding. The sole Arbitrator shall not be related to either party.

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.

18. MISCELLANEOUS

- a. 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 FIRST PARTY and the SECOND PARTY. The Health care Organization shall work or perform their duties under this Agreement or otherwise.
- b. 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 DERC.
- c. The FIRST PARTY will not be responsible in any way for any negligence or misconduct of the SECOND PARTY and its employees for any accident, injury or damage sustained or suffered by any FIRST PARTY 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.

- d. The SECOND PARTY shall notify the FIRST PARTY 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.

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, it can apply for exclusion from the panel by giving one month notice. Patients already admitted shall continue to be treated.

20. 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:

DERC: Dy. Director (P)
Delhi Electricity Regulatory Commission
Viniyamak Bhawan, C-Block,
Shivalik, Malviya Nagar
New Delhi-110017

Hospital with address:

(.....)

- 2. All notices and references shall be deemed to have been duly served and given to the SECOND PARTY if delivered to the SECOND PARTY or their authorized agent by registered post/speed post to the address stated hereinbefore and to the FIRST PARTY if delivered to the FIRST PARTY or sent by registered post or left at this office during office hours on any working day. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left, premises locked, etc.

21. The SECOND PARTY shall pay all expenses and incidentals to the preparation and stamping of this agreement.
22. The original copy of this agreement shall be kept at the office of the FIRST PARTY and a true copy thereof shall be retained in the office of the SECOND PARTY.
23. Any amendment in regard to package/ceiling rates etc. or otherwise by the Central Government under Central Government Health Scheme and notified by the Ministry of Health & Family Welfare, Government of India shall apply mutatis-mutandis to the beneficiary of the DERC Medical Scheme and the party of the Second Part would be bound by such amendments till the existence of this agreement.

In witness whereof, the authorized signatory on behalf of the Delhi Electricity Regulatory Commission and the authorized representations of the above named 'hospital' have hereinto set their respective hands the day and year first above written.

Signed by

Signature of the authorized signatory,
Delhi Electricity Regulatory Commission
For and on behalf of

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.....