

FAX MESSAGE

MOST IMMEDIATE

FROM : IHQ-MOD(N)/DCP

- FAX 011-21410520

TO : THE CGDA
ULAN BATAR ROAD
DELHI CANTT

- FAX 011- 25665580

THE PCDA (NAVY)
NO.1, COOPERAGE ROAD
MUMBAI-39

- FAX 022-22020772

NO : CP(P)/8416/MEDICAL

01 APR 19

CASHLESS MEDICAL FACILITIES FOR NAVAL CIVILIANS

1. REFER TO CGDA LETTER AT/IV/4918/XXXVI DATED 05 NOV 18.
2. CGDA VIDE LETTER IBID HAD CONVEYED THAT APPROVAL OF MOD WOULD BE REQUIRED TO ADOPT CASHLESS MEDICAL FACILITY FOR DEFENCE CIVILIANS FOR THEIR TREATMENT IN CGHS EMPANELLED HOSPITALS.
3. ACCORDINGLY, PROPOSAL WAS TAKEN UP WITH MOD. DEF SECY HAS ACCORDED APPROVAL FOR ADOPTION OF CASHLESS MEDICAL FACILITY TO DEFENCE CIVILIANS IN FILE NO CP(P)/8416/MEDICAL. MOA DULY VETTED BY MOD(FIN)/PIFA(N) ON THIS ACCOUNT IS ENFAXED.
4. IN VIEW OF THE ABOVE, NECESSARY DIRECTIVES MAY BE ISSUED TO PCDA (N) FOR IMPLEMENTATION OF CASHLESS MEDICAL FACILITY IN RESPECT OF ALL NAVAL CIVILIANS AGAINST MOA'S SIGNED BY NAVAL AUTHORITIES WITH CGHS-EMPANELLED HOSPITALS.



(IS GREWAL)
COMMODORE
COMMODORE (CP)

ENCL : AS ABOVE

INTERNAL

SO/COP

SO/ACOP(AC)

Draft MoA/MoU



AGREEMENT

BETWEEN

AND

This Agreement is made on the ____ day of ____ between the _____ having its office at _____, (herein after called _____ which expression shall, unless repugnant to context or meaning thereof be deemed to mean and include its successors and assigns) of the First Part.

AND

WHEREAS, _____ proposes to provide treatment facilities and diagnostic facilities to beneficiaries of both Central Government Health Scheme

For _____ Institute Pvt. Ltd

(CGHS) and Central Services (Medical Attendance) (CS (MA) in the Private Hospitals in Mumbai.

AND WHEREAS, _____ Offered to give the following treatment/ diagnostic facilities to be Beneficiaries in the hospital:-

_____ INVOLVING _____ TESTING AND DIAGNOSTIC FACILITIES WITH RELATED TREATMENTS AND SURGICAL PROCEDURES AS PER ANNEXURE 1 ATTACHED.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as followed:

1. Definitions & Interpretations

1.1 The following terms and expressions shall have the following meanings for purpose 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 of benefits and holds a valid card.

1.1.3 "Benefits" shall mean extent or degree of services the beneficiaries are entitled to receive as per the rules on the subject.

1.1.4 "Card" shall mean the identity Card / Dependent Card issued by the competent authority.

1.1.5 "Card Holder" shall mean a person having the Card.

1.1.6 "CS(MA) beneficiary" shall mean Industrial workers of Naval Dockyard, Mumbai and their dependents who are not CGHS members holding CGHS members holding CGHS Card for availing the benefit.

1.1.7 "Coverage" shall mean the types of persons to be eligible as the beneficiaries of the health services provided under the agreement, subjects to the terms, conditions and limitations.

1.1.8 "Diagnostic Centre" shall mean the (Name of Diagnostic Centre) performing tests / investigations.

1.1.9 "De-recognition of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry

practices of the health care for the beneficiaries after following certain procedure of inquiry.

1.1.10 "Emergency" shall mean by condition or symptom resulting from any cause, arising suddenly and if not treated at the earliest opportunity would be detrimental to the health of the patient or shall jeopardize the life or limb of the patient.

1.1.11 "Empanelment" shall mean the hospital/centre authorized by Naval Dockyard, Mumbai, for specified healthcare purposes for particular period.

1.1.12 "Hospital" shall mean the (Name of the hospital) performing under this Agreement providing medical investigation, treatment and the healthcare of the beneficiaries.

1.1.13 "Imaging Centre" shall mean the (Name of the Imaging Centre) performing X-ray, CT scan, MRI, USG etc.

Authorised Signatory / Director

1.1.14 "Party" shall mean Unit/AA or the hospital and "Parties" shall mean both, Unit/AA and the hospital.

1.1.15 "Package rate" shall mean lump sum cost of inpatient treatment/ any care for which a patient has been referred by competent authority to the hospital. This includes all charges pertaining to a particular treatment/procedure including:-

- (a) Registration charges
- (b) Admission charges
- (c) Accommodation charges (includes diet provided to patient)
- (d) Operation charges
- (e) Injection charges
- (f) Dressing charges
- (g) Doctor/ consultant visit charges
- (h) ICU/ICCU charges
- (i) Monitoring charges
- (j) Transfusion charges
- (k) Anesthesia charges
- (l) Operation theatre charges
- (m) Procedural charges/ surgeon's fee
- (n) Cost of surgical disposables and all sundries used during hospitalizations

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- (o) Cost of medicines
 - (p) Routine and essential investigations
 - (q) Physiotherapy charges
 - (r) Pre-anesthetic check up
 - (s) Any other charges levied during stay under package days duration.

(The above list is an illustrative one only)

The package rate however does not include expenses on telephone, tonic, cosmetics/ toiletries etc, which are not part of the treatment regimen, Cost of these additional items, if provided with the prior consent of the patient, has to be settled with the patient, for which not reimbursement shall 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 procedure. The patient shall not be asked to bear the cost of any such procedure/ item.

Implants shall be allowed as per CGHS ceiling rate or as per actual, whichever may be less or as per actual, if there is not CGHS rate.

1.1.16 "Rate" shall mean charges for approved procedures/ services as may be notified by CGHS from time to time.

1.1.17 "Rack Rates" shall mean the charges for treatment, procedures or implants investigations, not enlisted in latest CGHS and AIIMS, New Delhi rate list and are defined by the hospital in this Agreement and approved by competent authority.

1.1.18 "Specialized treatment" shall mean the treatment in a particular specialty.

2. Cashless Medical Facility

The hospital will provide cashless medical facilities to all naval civilians and dependents of Group A, B, & C serving in (**Unit's Name**) Beneficiaries will not be required to deposit any advance at the time of the admission and any payment at the time of discharge.

3. Procedure to be Followed for availing Services on Cashless basis. The following procedure is to be followed by an employee for availing of the cashless medical facility under the terms of this Agreement:

- (a) Routine/ Non-Emergency Cases – Employees/ Dependents during Working Hours.

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(i) Employee/ dependent entitled to avail of medical facilities in terms of the CGHS scheme is to report to the designated Medical Officer at the nearest naval unit/ CGHS Dispensary/ empanelled hospital for preparation of referral note.

(ii) The employee shall thereafter report to the unit administrative office (Unit Admin section) and produce the referral note. The Unit Admin section shall prepare a 'Permission Letter' addressed to the Hospital, indicating all essential details. This would be signed by an authorised officer, whose specimen signatures are to be forwarded to the Hospital in advance. A central record shall be maintained of all Permission letters issued.

(iii) The employee/ dependent shall report to the Hospital with his/ her proof of identity, referral note from the MO and the Permission Letter from the unit, which shall be the authority for the Hospital to provide services in terms of this Agreement.

(iv) In case of Individuals and Dependents residing in Areas not covered by CGHS, all steps would be the same as above, except that the first point of reporting would be the Authorised Medical Attendant (AMA) for the area as designated under the CS (MA) Rules, 1944.

(c) **Emergency Cases- Off Working Hours.** The following procedure is to be followed in case of employees or their entitled dependents needing treatment on emergency basis: -

(i) The individual is to report directly to the nearest CGHS-empanelled hospital and will be admitted as in-patient on production of proof of identity. No referral note will be insisted upon at the time of admission, and the attending medical practitioner would be competent to authorise admission, if warranted.

(ii) Within four hours of admission, the hospital authorities are to inform the 'Permitting Authority' (i.e., designated Unit Administrative office) of the admission, using readily available means such as telephone, email and social media platforms. Relevant telephone numbers, email addresses etc. are to be provided by the unit to the hospital in advance to cater for such situations.

(iii) On receipt of intimation as above and due authentication of the information, the Unit Admin section will prepare a 'Permission letter' and forward the same to the hospital within 48 hours of receipt of intimation.

4. **Prescription Authorities**

(a) **In-Patients**. All expenses on investigations, medicines etc. would be borne up-front by the hospital and would be reimbursed subsequently on preferring of Bill, in terms of the CGHS empanelment.

(b) **Out Patients**. Expenses on consultation and investigations would be borne up-front by the hospital. Medicines would be drawn by the individual through sources authorised under CGHS.

5. **Approved Rates to be Charged**

The hospital agrees that it shall bill as per the rates for a particular procedure/ package deal as prescribed by CGHS (or AIIMS, New Delhi/ approved Rack Rates) at the time of discharge and attached as Annexure (latest rate list) which shall be an integral part of this Agreement.

6. **Duration**

This Agreement shall remain in force for a period of two 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.

7. **Submission of Bills to Unit/AA**

On completion of the treatment/ procedure (s) of the beneficiary, the hospital shall submit credit bill along with other documents electronically for pre-auditing to **(Unit/AA)** through web access (internet)/telephone. This will be followed by forwarding of physical bill (hard copy) to **(Unit/AA)**

8. **Payment within 60 Days**

(Unit/AA) will process the data and bill of all beneficiaries attending the hospital and will ensure that payment of hospital claims is done in time bound manner within a period of 60 days from the date of receipt of bills in physical format by **(Unit/AA)** .

9. **Information to be provided by Hospital to (Unit's Name)**

Beneficiaries attending hospital with Permission Letter of the competent authority, upon admission, hospital shall verify and submit information of admission online/telephone & in writing to **(Unit/AA)** who shall respond in 4 hours. After discharge, the hospital will send the bills electronically/physically as per requirement within 72 hours.

10. **Proceeding of Claims. Bills by Unit/AA**

The actual auditing shall start when physical copies of these bills are submitted by concerned hospital to **(Unit/AA)** and counting of days shall start from such date. **(Unit/AA)** shall respond/ clear the bills in 15 working days from the date of receipt for onward processing by PCDA.

11. **(Unit/AA)** during the course of auditing shall restrict the claims as per rules and regulations and shall also examine in terms of the following:

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

Unit/AA shall record the finding and intimate the same to the hospital. The payment of the bill/ claim to the hospital concerned shall be made by PCDA(Navy) after receipt of the physical bills in respect of beneficiaries, who had taken treatment in these Private/ Empanelled Private hospital in a time bound manner.

12. **Medical Audit of Bills**

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

13. **Treatment in Emergency**

In case of beneficiary attending hospital in emergency, the hospital shall intimate to **(Unit/AA)** within 2 hours or next working day of admission and **(Unit/AA)** shall respond in 4 hours on receipt of the information (however treatment shall not be denied to any beneficiary member).

In emergency, the hospital shall not refuse admission or demand and advance payment from the beneficiary or his family member and shall provide credit facilities to the patient on production of a valid card and the hospital shall submit the bills to the concerned authority. The refusal to provide the treatment to bonafide beneficiaries in emergency cases without valid ground would attract disqualification for continuation of empanelment.

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The following ailments may be treated as emergency which are of illustrative nature only and not exhaustive, depending on the condition of the patient.

Acute Coronary Syndromes (Coronary Artery Bypass Graft/ Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supraventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure/ Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stroke/ Myocardial Infarction, Acute Aortic Dissection, Acute Limb Ischemia, rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.

Cerebro- Vascular attack- Stroke, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningeal Infections, Convulsion, Acute Paralysis, Acute Visual loss.

Acute Abdominal Pain

Road Traffic Accidents- with injuries including fall.

Severe Hemorrhage due to any cause.

Acute poisoning

Acute Renal Failure

Acute abdomen pains in the females including acute Obstetrical and Gynecological emergencies.

Electric Shock

Any other life or limb threatening condition.

14. **Requirements for Obtaining Treatment/ Procedure**

Every patient is required to produce a valid card for ascertaining entitlement by the hospital. The treatment procedure shall be performed on the basis of the Permission Letter issued by **(Unit/AA)**. In the case of Emergency Treatment, the Permission Letter will be issued within 48 hrs of commencement of the treatment as intimated by the hospital.

(Unit/AA) shall have the right to monitor the treatment/ procedure by the hospital to beneficiary.

15. **General Conditions**

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

- 15.2 The hospital shall verify the card and **(Unit/AA)** is not liable to pay in cases of impersonation or treatment of ineligible persons.
- 15.3 The package rate shall 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 extend is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.
- 15.4 The procedure and package rates for any diagnostic investigation surgical procedure, and other medical treatment for beneficiary under this Agreement shall not be increase during the validity period of this Agreement.
- 15.5 The empanelled hospital shall provide services only for which it has been empanelled by **(Unit/AA)** at rates that are fixed by the CGHS from time to time and shall be binding.
- 15.6 The hospital shall intimate all instances of patients admitted on the basis of the Permission Letter issued by the authorities in the prescribe format within one working day through fax (the number if which shall be notified) followed by post to **(Unit/AA)** .
- 15.7 The hospital shall intimate all instances of patients admitted as emergencies without prior permission to the authorities, in the prescribe format within one working day through fax. Email (the id/ 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.
- 15.8 The hospital shall provide reports on monthly basis by the 10th day of the succeeding calendar month in the prescribed format to the authorities in respect of the beneficiaries treated/ investigated.
- 15.9 The hospital shall submit all the medical records in digital format.
- 15.10 The hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services with reasonable competence and due care, shall be borne exclusively by the hospital that shall alone be responsible for the defect and – or deficiencies in rendering such services.
- 15.11 The hospital agrees that during the n-patient treatment of the beneficiary, the hospital shall not ask the beneficiary or his attendant to purchase separately the medicines/ sundries/ equipment or accessories form outside and shall provide the treatment within the package deal rate, fixed by the parties which include the cost of all the items. Appropriate action, including removing form

empanelment and – or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by (Unit/AA) .

15.12 The hospital shall immediately communicate to (Unit/AA) and change in the infrastructure/ strength of staff. The empanelment shall be temporarily with held in case of shifting of the facility to any other location without prior permission of the authorities. The new establishment of the same hospital shall attract a fresh inspection for consideration of continuation of empanelment.

15.13 The hospital shall submit an annual report statement regarding number of referrals received, admitted, bills submitted to (Unit/AA) and payment received.

15.14 During the visit by Principal Medical Officer/ Medical Officer in charge / Senior Medical Officer of the (Unit) the hospital authorities shall co-operate in carrying out the inspection.

15.15 The hospital shall not make any commercial publicity projecting the name of (Unit/AA). The fact of empanelment shall be displayed at the premises of the empanelled centre, indicating that, the charges shall be as per CGHS approved rates.

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

15.17 The hospital shall not undertake treatment of referred cases in specialties for which it is not empanelled. But it shall provide necessary treatment to stabilize the patient and transport the patient safely to nearest hospital under intimation to (Unit/AA),. However, in such cases the hospital shall charge as per (Unit/AA) rates only for the treatment provided.

15.18 The hospital shall not refer the patient to other specialist/ other hospital without prior permission of (Unit/AA). Prior intimation shall be given to (Unit/AA), whenever patient needs further referral.

16. **Entitlement for Various Types of Wards**

(Unit) beneficiaries are entailed to facilities of private, semi- private or general ward depending on their pay drawn in pay band. These entitlements are amended from time to time and the latest order in this regards needs to be followed. The entitlement is ad follows:-

S.No	Pay Drawn in Pay band	Entitlement	Admissibility
1.	UptoRs. 13,950/-	General Ward	Less 10% of Package rate
2.	Rs. 13,960/- 19,530	to Semi Private Ward	Package Rate
3.	Rs. 19,540/- above	and Private Ward	Add 15% of Package Rate

(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).

17. **Duties and Responsibilities of Hospitals**

It shall be the duty and responsibility of the hospital, at all times, to obtain maintain and sustain the valid NABH (National Accreditation Board for Hospitals & Healthcare Providers) 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.

18. **Non Assignment**

The hospital shall not assign, in whole or in parts, its obligations to perform under this Agreement except with **(Unit/AA)** prior written consent at its sole discretion and on such terms and conditions as deemed fit by **(Unit/AA)**. Any such assignment shall not relieve the hospital from any liability or obligation under this agreement.

19. **Hospital's Integrity and Obligations During Agreement period**

The hospital 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 is obliged to act within its own authority and abide by the directives issued by **(Unit/AA)** . The hospital is responsible for managing the activities of its personnel and shall hold itself responsible for their misdemeanors, negligence, misconduct, or deficiency in services, if any.

20. **Termination for Default**

(Unit/AA) may without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the hospital terminate the Agreement in whole or part.

(a) If the hospital fails to provide any or all the services for which has been recognized within the period (s) specified in this Agreement or within any extension thereof if granted by **(Unit/AA)** pursuant to Condition of Agreement.

or

(b) If the hospital fails to perform any other obligation(s) under this Agreement.

or

(c) If the hospital, in the judgment of **(Unit/AA)** has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.

(d) The hospital shall honor all terms and conditions as laid down in the Agreement with MoH&FW/ CGHS for providing treatment to all entitled individuals. In case of any complaint in this regard, suitable action including removal from CGHS panel may be initiated against the hospital.

21. **Indemnity**

The hospital shall at all times, indemnify and keep indemnified **(Unit/AA)** / 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 in execution of or in connection with the services under this Agreement and against any loss or damage to **(Unit/AA)** / the Government in consequence to any action or suit being brought against **(Unit/AA)**/the Government, along with (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 shall at all times abide by the job safety measures and other statutory requirements prevalent in India and shall keep free and indemnity **(Unit/AA)** from all demands or responsibilities

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arising from accidents or loss of life, the cause or result of which is the hospital negligence or misconduct.

The hospital shall pay all indemnities arising from such incidents without any extra cost to (Unit/AA) and shall not hold (Unit/AA) responsible or obligated. (Unit/AA) / 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 or singly in case the latter chooses not to defend the case.

22. **Miscellaneous**

22.1 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 (Unit/AA) and the hospital.

22.2 The hospital shall not represent or hold itself out as agent of (Unit/AA) .

22.3 (Unit/AA) shall not be responsible in any way for any negligence or misconduct of the hospital and its employees for any accident, injury or damage sustained or suffered by any beneficiary or an third party resulting from or by any operation conducted by and on behalf of the hospital or in the course of doing ors work or perform their duties under this Agreement or otherwise.

22.4 The hospital shall notify (Unit/AA) of any material change in their status and their shareholding or that of any Guarantor of the hospital in particular where such change would have an impact on the performance of obligation under this Agreement.

22.5 This Agreement can be modified or altered only on written agreement signed by both of parties.

22.6 Should the hospital get wound up or partnership is dissolved (Unit/AA) shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heir and legal representatives from the liability and IN WITNESSES WHEREON the parties have caused the Agreement to be signed and executed on the day, month and the year first above mentioned.

22.7 Either of the parties may terminate this agreement by rendering a written notice of 30 days in advance to its counterpart.

22.8 This agreement shall be subject to the jurisdiction of the court covering the location of the hospital.

Signed by

And on behalf of _____

In the Presence of

(Witnesses)

1.

2.

Signed by

Chairman and Managing Director/ Vice President
Duly authorized vide Resolution No. _____ dated _____ of (_____ Hospital)

In the presence of

(Witnesses)

1...

2.