

Government of West Bengal
Finance (Audit) Department
Nabanna, Howrah

No 141 -F(MED) WB FA/MED/O/2M-456/16

Dated- 15.02.2017

Notification

Consequent upon implementation of West Bengal Health for Employees & Pensioners Cashless Medical Treatment Scheme, 2014 it has been felt necessary to amend existing Memorandum of Agreement between the Private Health Care Organisations and State Government for empanelment to provide treatment facilities & diagnostic facilities under erstwhile West Bengal Health Scheme-2008.

Therefore under signed is directed by the order of the Governor to say that Governor has been pleased to accept amended Memorandum of Agreement between the Private Health Care Organisations and State Government for empanelment to provide treatment facilities & diagnostic facilities under West Bengal Health for Employees & Pensioners Cashless Medical Treatment Scheme, 2014.

This will be effective from the date of issue of this Notification.

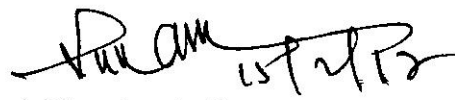
By order of the Governor

[H.K. Dwivedi]

Principal Secretary
to the Government of West Bengal

Copy forwarded for information and necessary action to:-

1. The Accountant General (A&E), West Bengal, Treasury Buildings, Kolkata-700001.
2. The Principal Accountant General (Audit), West Bengal, Treasury Buildings, Kolkata-01.
3. The Pay & Accounts Officer, Kolkata Pay & Accounts Office-I, 81/2/2, Phears Lane, Kolkata-12.
4. The Pay & Accounts Officer, Kolkata Pay & Accounts Office-II, P-1, Hyde Lane, Jawahar Building, Kolkata-700073.
5. The Pay & Accounts Officer-III, I.B. Market, Salt Lake, Kolkata-700106
6. The Additional Chief Secretary/ Principal Secretary/ Secretary, _____
7. The Divisional Commissioner _____
8. Director of Treasuries & Accounts, West Bengal, Mitra Buildings, Lyons Range, Kolkata-700001.
9. The Sub-Divisional Officer, _____
10. The District Magistrate/ Judge, _____
11. The Superintendent of Police, _____
12. The Treasury Officer, _____
13. The _____ Department/ Directorate.
14. The Commissioner _____
15. The Secretary, Public Service Commission, 161A, S.P. Mukherjee Road, Kolkata-26.
16. The Registrar General, Calcutta High Court. Kolkata
17. The Special Secretary, Finance Department, Gr-H, Nabanna, Howrah
18. The Joint Secretary, Finance Department, Group-T. Nabanna. P.O. & Dist. Howrah.
19. Joint Secretary, Finance Department, Revenue Branch. Nabanna. P.O. & Dist. Howrah
20. Shri Sumit Mitra, Network Administrator, Finance (Budget) Deptt.
He is requested to upload this Notification in the website of this department at the earliest.


Special Secretary to the
Government of West Bengal

GOVERNMENT OF WESTBENGAL

FINANCE DEPARTMENT

AGREEMENT

This Agreement is made on the _____ day of _____, _____ between the Governor of West Bengal and represented by the Principal Secretary, Finance Department, Government of West Bengal having its office at (hereinafter called Cashless Scheme,2014 which includes WBHS,2008, *which expression*) of the First Part .

AND

..... *Name of the Hospital / Diagnostic Centre with Address ,[which shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns]* of the Second Part.

WHEREAS the “WBHS 2008” or the ‘Cashless Scheme,2014’ has been providing comprehensive medical care facilities to the West Bengal Government Employees, Pensioners and their dependent family members;

AND WHEREAS “WBHS 2008” or the ‘Cashless Scheme,2014 ’ proposes to provide treatment facilities and diagnostic facilities to the beneficiaries in the Private Recognized Hospitals or Diagnostic Centres;

AND WHEREAS subsequently the ‘Cashless Scheme 2014’ has been introduced with all its amendment with a view to providing cashless medical treatment facility to the State Government officers and employees , the State Government pensioners including family pensioners, All India Service Officers, AIS pensioners including family pensioners and their eligible family members in **Private empanelled hospitals** within the state and in National Capital Region Delhi;

AND WHEREAS it has been decided that both the schemes as mentioned hereinabove would run concurrently for the time being ,

AND WHEREAS *(Name of the Hospital/ Diagnostic Centre)* has offered to give the following treatment and/or diagnostic facilities to the beneficiaries under the” WBHS 2008”, read with the Cashless Scheme, 2014 in the Hospital or Diagnostic Centre.

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

1 DEFINITIONS AND 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 include all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement;
 - 1.1.2. "Card" shall mean a card under the "WBHS 2008", issued by any competent authority or enrolment certificate/card issued by any competent authority under the 'Cashless Scheme ,2014' as the case may be.
 - 1.1.3. "Card Holder" shall mean a person having a card under either of the schemes as the case may be as mentioned hereinabove;
 - 1.1.4. "WBHS 2008 beneficiary" shall mean a person who is eligible for coverage of WBHS 2008 and hold a valid card for the benefit under the WBHS 2008
 - 1.1.5. Beneficiary under Cashless Scheme, 2014 shall mean all eligible persons under the WBHS 2008 enrolled under the 'Cashless Scheme, 2014'.
 - 1.1.6. "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;
 - 1.1.7. "Health Care Organisation (HCO)" shall mean the _____
(Name of the Hospital) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings & having a valid license under West Bengal Clinical Establishment Act, 2003 ;
 - 1.1.8. "Authority" shall mean the West Bengal Health Scheme Authority under the Finance Department, Government of West Bengal.
 - 1.1.9. "Package rate" shall mean and include lump sum cost of inpatient treatment / day care 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) ITU/ ICU/ ICCU/HDU charges, (ix) Monitoring charges, (x) Transfusion charges, (xi) Anaesthesia charges, (xii) Oxygen charges, (xiii) Operation theatre charges, (xiv) Procedural charges/ surgeon's fee, (xv) Cost of surgical disposables and all sundries used during hospitalization, (xvi) Cost of medicines, (xvii) Related routine and essential investigations *within the package period*.

(xviii) Physiotherapy charges etc; and (xix) Nursing care and charges for its services but excluding expenses on telephone, tonics, toiletries, cosmetics etc. Package starts from the previous day of surgery and is of the following duration:-

- i. 12 days for specialized Surgeries,
- ii. 7 - 8 days for other major surgeries,
- iii. 3-4 days for Laparoscopic/ Endoscopic Surgeries/ normal deliveries,
- iv. 1 day for day care / minor (OPD) surgeries.

1.2. Annexure-I, consisting of the rate schedule for different packages, procedures and investigations shall be deemed to be an integral part of this Agreement.

1.3. Annexure -II having the performance bank guarantee & required guarantee

2 CHARGES FOR SERVICE RENDERED under the "WBHS 2008" and " Cashless Scheme , 2014"

2.1 The Hospital / Diagnostic Centre shall charge from the beneficiary under the "WBHS 2008" or and raise Claim for Cashless treatment " Cashless Scheme ,2014" as per approved rates for a particular procedure / package deal as prescribed by the Finance Department, Government of West Bengal and attached as Annexure I(rate list), which shall be an integral part of this Agreement.

2.2 The charges for services rendered shall be computed as 100% of rates for Class 1 Hospitals and Diagnostic Centres, 80 % of rates for Class 2 Hospitals and Diagnostic Centres and 70% of rates for Class 3 Hospitals and Diagnostic Centres.

2.3 (I) The package rate quoted for a particular procedure is inclusive of all sub-procedures and all related procedures to complete the treatment. As an illustration, for TURP, the procedures such as urethral Catheterization, Cystoscopy, etc. should not be billed separately as they are all part of the Procedure i.e. TURP.

(II) Cost of implants/ prosthesis/ grafts will be charged in full separately in addition to package charge, as per the approved ceiling rates for implants or as per actuals whichever is less. Where there is no Health Scheme prescribed ceiling rate, actual rates will be charged. *Tax invoice in respect of implant(s) is essential.*

(III) Every surgical case should be done on package rate. Where there is no package rate for a particular surgical procedure the same should be done on identical procedure "package rate".

(IV) If one or more minor procedures form part of a major treatment procedure,

then approved package charges would be permissible for major procedure only and 60% of charges for minor procedures.

Any deviation from the above norms shall require permission of the West Bengal Health Scheme Authority under the Finance Department, Government of West Bengal.

- 2.4 Treatment charges of non-surgical cases may be calculated adding bed rent, doctor's fees, investigation charges, cost of medicines & consumables, special nursing charges, aids, etc.
- 2.5 No additional amount shall be allowed over and above the approved rates. If there is no approved rate under "WBHS 2008" / Cashless Scheme, 2014 for a particular investigation etc. the matter is to be brought to the notice of the West Bengal Health Scheme Authority for fixation of rate.
- 2.6 The rates as given in Annexure I shall be the maximum rate and such rate may be charged from a Beneficiary under the WBHS 2008 or under the Cashless Scheme 2014, for a particular service rendered. However, the rate being charged shall not be more than what is being charged for same procedure/ facility from other (non-WBHS) patients or institutions. An authenticated list of rates being charged from any person other than beneficiaries shall be displayed in the hospital in conformity with the West Bengal Clinical Establishment Rules, 2003. Any additional charges, if paid by a beneficiary under the "WBHS 2008" or charged under the "Cashless Scheme, 2014" shall have to be refunded if detected subsequently or shall not be paid under Cashless Scheme as the case may be.

3. CLASSIFICATION OF HOSPITALS/ DIAGNOSTIC CENTRES

- 3.1. The classification of the Hospitals/ Diagnostic centres shall be based on their meeting the empanelment criteria as determined by the Finance Department and the Health and Family Welfare Department. The decision of the West Bengal Health Scheme Authority under the Finance Department shall be final and binding in this respect.
- 3.2. If reclassification is requested after addition of facilities, a fresh application with assessment fees shall be submitted.
- 3.3. The maximum allowable rates to be charged from the beneficiaries shall be as follows:-
 - 3.3.1. Class 1 provider- 100% of approved rates, as given in Annexure I;
 - 3.3.2. Class 2 provider- 80% of approved rates, as given in Annexure I;
 - 3.3.3. Class 3 provider- 70% of approved rates, as given in Annexure I;

4. DURATION

- 4.1. 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 subsequent periods as required by the West Bengal Health Scheme Authority under the Finance Department, Government of West Bengal, subject to fulfilment of all the terms and conditions of this Agreement and with mutual consent.

5. MEDICAL AUDIT OF BILLS

- 5.1. The medical audit/ prescription audit of the bills of the Hospital/ Diagnostic Centre shall be conducted by the West Bengal Health Scheme Authority under the Finance Department or any authority designated by the Finance Department for that purpose, under the "WBHS 2008"/ Cashless Scheme, 2014 obtained from the Hospital or diagnostic centre, as the case may be on and from Hospital or the date of diagnostic investigation. If any overpayment made by the beneficiary under the WBHS 2008 / Cashless Scheme, 2014 is subsequently detected, the same shall be refunded by the Hospital/ Diagnostic Centre to the beneficiary within 15 days of such refund being claimed by the beneficiary.

6. VALIDITY OF RATES

- 6.1. Validity of the rates may be made to expire in case of premature or normal termination of the Agreement.

7. TREATMENT IN EMERGENCY AND PRIORITY IN ADMISSION

- 7.1. In emergency, the 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 patient is a serving employee or a pensioner availing facilities under the "WBHS 2008" or "Cashless Scheme, 2014", on production of a valid card or enrolment Certificate issued by the competent authority under the said scheme. The final bill shall be settled by the patient prior to discharge in case of treatment under the "WBHS 2008". However in case of the "Cashless Scheme, 2014" cost of treatment upto rupees One Lakh shall be preferred to Medical Cell of the Finance Department and amount exceeding Rupees One lakh, if any, should be realised from the beneficiary.
- 7.2. If a Hospital refuses to provide the treatment to a bonafide beneficiaries under the WBHS 2008 or "the Cashless scheme, 2014" in emergency cases, without valid ground, such a hospital shall be disqualified for continuation of empanelment.
- 7.3. Normally, the treatment in higher category of accommodation than the entitled category shall not be permissible. However, in case of emergency when the entitled category accommodation is unavailable, admission in the immediate higher category may be allowed till the entitled category accommodation becomes available. However, if a particular hospital does not have the ward as per entitlement of the beneficiary, the Hospital may only make bill as per the entitlement of the beneficiary even though the treatment was given in a higher type of ward. On the request of the beneficiary, if the treatment is provided in a higher category of ward than that the beneficiary is entitled to, the expenditure over and above the entitlement shall be borne by the beneficiary and it shall be shown separately.
- 7.4. In non- emergency cases, priority shall be given for the beneficiaries under the "WBHS 2008" or the "Cashless Scheme, 2014" to get admission and treatment. Non availability of beds shall not be a ground for not providing services to a beneficiary under the "WBHS 2008" or the "Cashless Scheme, 2014".

8. GENERAL CONDITIONS

- 8.1. All investigations regarding fitness for the surgery shall be done prior to the admission for any elective procedure and are part of package.**
- 8.2. The package rate has been calculated as per the duration of stay usually required. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection/ complication as a consequence of surgical procedure undertaken or due to any improper procedure/ case management and is not justified.**
- 8.3. If a beneficiary has to stay in the hospital for his/ her recovery for a period more than the period covered in package, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional charges shall be limited to accommodation charges as per entitlement, investigation charges at approved rates, doctor's visit charges (not more than 2 visits per day by specialists/ consultants) and cost of medicines for additional stay.**
- 8.4. The Hospital / Diagnostic Centre shall submit all the medical records to the beneficiary without requiring any additional payment.**
- 8.5. Any legal liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Hospital / Diagnostic Centre who shall alone be responsible for the defect and / or deficiencies in rendering such services.**
- 8.6. During the In-patient treatment of the beneficiary under the "WBHS 2008" or the "Cashless Scheme ,2014" the Hospital shall not ask the beneficiary or his attendant to purchase separately any medicines / sundries / equipment or accessories from outside and shall provide the treatment within the package deal rate, fixed under the said Scheme which includes the cost of all the items. Any such excess payments shall have to be refunded to the Beneficiary under the "WBHS 2008", if detected later on. Similarly any such excess claim under the "Cashless Scheme 2014" shall not be entertained.**
- 8.7. During the In-patient treatment of the beneficiary under the " WBHS 2008" or under the 'Cashless Scheme 2014', the Hospital shall not ask the beneficiary or his attendant to pay the consultation fees for any doctor as this shall be provided within the package deal fixed by the "WBHS 2008" . Any such excess payments shall be refunded to the beneficiary under the" WBHS 2008", if detected later on. Similarly any such excess claim under the Cashless Scheme, 2014' shall not be entertained.**
- 8.8. For any non package services, the consultation fees for all consultation shall be as per the prescribed rates in Annexure I.**
- 8.9. If there is any change in the location, the Hospital/ Diagnostic Centre shall immediately communicate to the Authority under the said Schemes. The empanelment shall be temporarily withheld in case of shifting of the facility to any other location without prior**

permission of the Authority under the Schemes . The new establishment of the same Hospital / Diagnostic Centre shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

8.10. The Hospital / Diagnostic Centre shall submit an annual report in Form No V and VI as per provision of the West Bengal Clinical Establishment Rules, 2003 to the licensing authority.

The HCO is required to provide all treatment related information both relating to WBHS,2008 and 'Cashless Scheme,2014' through online system by logging into <https://wbhealthscheme.gov.in> using the User ID provided by Medical Cell, Finance Department as it is presently being done in respect of 'Cashless Scheme,2014' only.

8.11. Authorized signatory / representative of the Hospital / Diagnostic Centre shall attend the periodic meetings held by Officials connected with the implementation of the WBHS 2008 or the "Cashless Scheme,2014", required in connection with improvement of working conditions.

8.12. During the visit by Officials connected with the implementation of the Said "Schemes" / concerned Department, the Hospital authorities shall cooperate in carrying out the inspection.

8.13. In case of any natural disaster / epidemic, the Hospital / Diagnostic Centre shall fully cooperate with the Health and Family Welfare Department / Director of Health Services, Officials connected with the implementation of the "WBHS 2008" / "Cashless Scheme,2014", and shall convey / reveal all the required information, apart from providing treatment.

8.14. The Hospital / Diagnostic Centre shall not make any commercial publicity projecting the name of the "WBHS", 2008" or "Cashless Scheme, 2014" the Health and Family Welfare Department or Government of West Bengal. However, the fact of empanelment under the "WBHS 2008" or "Cashless Scheme, 2014" shall be displayed at the premises of the empanelled Centre, indicating that the charges shall be as per the "WBHS 2008" / "Cashless Scheme, 2014" approved rates.

8.15. The Hospital shall not undertake treatment of referred cases in specialities for which it is not equipped, but shall provide necessary treatment to stabilize the patient and transport the patient safely to nearest Hospital having the necessary facilities. However, in such cases the Hospital shall charge as per the "WBHS 2008" / "Cashless Scheme, 2014" rates only for the treatment provided.

8.16. Human Organ Transplantation, Cochlear implant Surgery are to be done with the permission of the West Bengal Health Scheme Authority under the Finance Department. In case of Human Organ Transplantation prior permission and authorisation from the Health and Family Department, West Bengal should be obtained.

8.17. Implantation of Dual-Chamber Pacemaker, more than two Stents, more than one Drug-Eluting Stents, AICD, CRT with AICD, DBS implants, Intra-theclal Pumps, Spinal Cord

Stimulators, more than two packages etc. are to be done with the permission of the West Bengal Health Scheme Authority.

- 8.18. For non-package treatment, whenever the treatment cost exceeds Rs. 2.5 Lac, the matter is to be brought to the notice of the West Bengal Health Scheme Authority by the recognised Private Hospital/ Nursing Home with prognosis report of such as limited/Nil/poor/guarded of the patient by the treating physician and upto date detailed treatment bill.

Where, in the opinion of the attending physician, prognosis of a case is limited or nil, if a patient under the Health Scheme is kept in a recognised hospital/ nursing home for indefinite period, no expenses other than bed rent is Chargeable.

- 8.19. The bed rent shall include the cost of all special mattresses and other such equipment/devices/nebulization.
- 8.20. The cost of investigations will be inclusive of cost of drawing the samples. This also applies to estimation of blood glucose using glucometer.
- 8.21. The use of Antibiotics should always be as per the antibiotic policy of the Hospital and based on culture report. 'Shot gun therapy' should be strictly avoided. Whenever antibiotics costing more than Rs 1000/- (Rupees One thousand Only) per dose are used, the Chief of the Hospital Infection Control Committee(HICC) should be consulted and together the Consultation in charge of the case and the chief of the HICC should certify that the most cost effective based antimicrobial treatment has been prescribed. The Chief of the HICC should be consulted whenever a change in the antibiotic regimen is contemplated in such patients.
- 8.22. Whenever the total cost of pharmaceuticals exceed Rs 10,000/- (Rupees Ten thousand only) daily, the Director Medical Services of the HCO or equivalent shall be consulted and he, along with the Consultant in charge of the case, should certify that evidence based cost effective treatment has been prescribed in the case.
- 8.23. In case of cancer chemotherapy, whenever the cost of therapy per cycle exceeds Rs 5000/- (Rs Five thousand only) , the prognosis of the patient is to be clearly mentioned along with the justification for the use of the chemotherapy drugs with regard to the expected survival/palliation of the patient.
- 8.24. The use of disposables/ consumables should be kept as permissible . The maximum allowable in all cases shall be (non package treatment) Gloves 10 pairs (all types included) per day ,Masks-2per day, I.V sets-3 per week, venflon or substitute 3 per week, urobag- 3 per week, suction catheter-1 per day, syring-10 per day.
- 8.25. In case of any discrepancy/ difficulty, the West Bengal Health Scheme Authority is to be contacted prior to preparation of the final bills of the HCO.
- 8.26. In case of dual chamber pacemaker implantation , the medical reason for the non suitability of single chamber pace maker is to be justified, not just that it is more physiologically suited.

9. DUTIES AND RESPONSIBILITIES OF HOSPITALS / DIAGNOSTIC CENTRES

- 9.1. It shall be the duty and responsibility of the Hospital / Diagnostic 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.
- 9.2. The Hospital shall keep in its service adequate number of specialists/ consultants of different specialties, so that the beneficiaries under the "WBHS 2008" or "Cashless Scheme 2014" shall be able to obtain the best possible treatment.
- 9.3. If facility for Diagnostic Centre is not available with the Hospital where the beneficiary is currently admitted, all diagnostic testing shall preferably be sent to empanelled Diagnostic Centres. Otherwise, it may be sent to a non-empanelled diagnostic centre having tie up with the HCO and maintaining quality at par with empanelled Diagnostic Centre but HCO can charge upto the "WBHS 2008" / Cashless Scheme 2014 approved rate according to their category. If any Diagnostic test is not available within West Bengal then only it may be sent to Diagnostic Centre located outside West Bengal.
- 9.4. The Hospital / Diagnostic Centre shall not assign, in whole or in part, its obligations to perform under the agreement, except with the prior written consent of the Authority of the "WBHS 2008" / Cashless Scheme 2014 at its sole discretions and on such terms and conditions as deemed fit under the "WBHS 2008"/ Cashless Scheme 2014 . Any such assignment shall not relieve the Hospital / Diagnostic Centre from any liability or obligation under this Agreement.
- 9.5. The Hospital / Diagnostic Centre shall be responsible for and obliged to provide all the services in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the level of performance specified in the Agreement.
- 9.6. All treatment/ services offered shall be evidence based and treatment modalities shall be in agreement with current medical and ethical practices.
- 9.7. Specialist treatment shall be provided only by those having the requisite training and competence. Diagnostic reports shall be signed only by those having the necessary

specialization. Discharge summary shall be signed by the treating specialist under whose the patient was admitted.

9.8. Informed consent shall be taken for all high risk procedures.

9.9. The Hospital / Diagnostic Centre shall be obliged to act within its own authority and abide by the directives issued by the Authority under the WBHS 2008 / Cashless Scheme 2014 . The Hospital / Diagnostic Centre shall be responsible for managing the activities of its personnel and shall hold itself responsible for their misdemeanours, negligence, misconduct or deficiency in services, if any.

9.10. Online Information is to be given by the hospital to the concerned office of the employee/ controlling office of the pensioner within 3 days of admission into the hospital.

9.11.

- i. HCOs will verify the signature of Government Employee / Government Pensioner in Form H & D4 with the same style /fashion and pattern of signature as available in Certificate of Enrolment/card.
- ii. In case of absence of Government Employee /Government Pensioner at the time of admission /discharge of beneficiary HCO is requested to take his/her justification for absence received through HCOs e-mail ID or hard copy and submit the same duly countersigned by authority of the concerned HCO with the Final Bill Copy .And in that case beneficiaries /patient may also be allowed to put his /her signature in Form H & D4 in the same style/fashion and pattern already made in his /her Certificate of Enrolment/card.
- iii. In case of death of a Government Employee/Pensioner during treatment at empanelled HCO any dependent beneficiary may sign in Form H &D4 by submitting his/her Certificate of Enrolment and the signature should be similar as stated herein above. But if Government Employee/Pensioner has no other dependent beneficiaries then any other near relative with due photo identification documents such as PAN, Driving Licence ,Voter ID etc may sign over Form H & D4 during hospitalisation death with a copy of admissible photo identification document(s) mentioned above.
- iv. In case of availing higher cost of implants than mentioned in WBHS approved rate list a consent letter should invariably be obtained from Government Employee/Pensioners/beneficiaries regarding his /her willingness to obtain higher implants with same language, style / fashion and pattern of signature available in Certificate of Enrolment / card and the said letter should duly be countersigned by the authority of the concerned HCO with official seal. The same should be submitted in Medical Cell,Finance Department alongwith the claim bill.

9.12. HCO shall submit duly signed Form H, D4 and necessary sub-vouchers(HCO bills) and necessary sub-vouchers,Investigations Reports at the time of submission of Cashless Treatment bills to Medical Cell,Finance Department.

10. PERFORMANCE BANK GUARANTEE

- 10.1. The Hospital / Diagnostic Centre shall furnish a continuous, revolving and irrevocable Performance Bank Guarantee from a Scheduled Banks of RBI as recognised by Finance Department, Government of West Bengal for an amount of Rs. (Rupees) valid for a period of 05 years in the prescribed proforma to ensure due performance under this Agreement and for efficient service and to safeguard against any default. In case of any violation of the provisions of the Agreement, the provisions of Liquidated Damages as mentioned in Clause 11 below shall be applicable.
- 10.2 The Bank shall have no obligation to go into the veracity of any demand so made by authority and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the private hospital/diagnostic centre.
- 10.3 It will not be necessary for the authority to move against the private hospital/diagnostic centre first and the guarantor (Bank)will be treated as the principal debtor for the purpose.
- 10.4 Obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted or postponement / non exercise / delayed exercise of any of its rights by authority or any indulgence shown by authority to the hospital / diagnostic centre.
- 10.5 Guarantee shall be irrevocable and shall remain in full force and effect until discharged by the Guarantor of all its obligations.
- 10.6 This Guarantee shall not be affected by any change in the constitution or winding up of the hospital/the Guarantor or any absorption , merger or amalgamation of the hospital/ the Guarantor.
- 10.7 The Guarantor has power to issue the guarantee and discharge the obligations contemplated and the guarantor is duly authorised to execute the Guarantee pursuant of the power granted.

11. LIQUIDATED DAMAGES

- 11.1.** The Hospital / Diagnostic Centre shall provide the services as per the requirements specified by the "WBHS 2008" or the "Cashless Scheme,2014" in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital / Diagnostic Centre such as refusal of service or direct charging from the beneficiaries under the "WBHS 2008" or the "Cashless Scheme ,2014" of rates in excess of agreed rates, irrational treatment or use of unnecessary drugs/ medicines/ procedures or defective service and negligence, false billing, the amount equivalent to 25% of the amount of Performance Bank Guarantee shall be charged as agreed Liquidated Damages under the "WBHS 2008"/ Cashless Scheme 2014. However, the total amount of the Performance Bank Guarantee shall be maintained intact being a revolving Guarantee.
- 11.2.** In case of repeated defaults by the Hospital / Diagnostic Centre, the total amount of Performance Bank Guarantee shall be forfeited and action shall be taken by way of removing the Hospital / Diagnostic Centre from the empanelment of the "WBHS 2008" or 'Cashless Scheme 2014' as well as termination of this Agreement.
- 11.3.** In the first instance, the complaint shall be examined by the West Bengal Health Scheme Authority under the Finance Department and if the complaint is found to be true the Authority shall have the right to give a show cause notice to the Hospital to be replied by it within 10 days of its receipt, and the reply of the Hospital shall be examined by the West Bengal Health Scheme Authority under the Finance Department for the purpose of deciding the appropriateness of the treatment or Diagnostic procedures, as the case may be. If the Authority concludes that the Hospital / Diagnostic Centre has violated the provisions of the Agreement necessary action shall be taken for de-empanelment of that Hospital/Diagnostic Centre. The decision of the West Bengal Health Scheme Authority under the Finance Department shall be final.
- 11.4.** For over-billing and unnecessary procedures, the extra amount so charged shall be refunded to the beneficiary by the Hospital within 15 days of such claims being found correct by the West Bengal Health Scheme Authority. The Authority shall have the right to issue a written warning to the Hospital / Diagnostic Centre not to do so in future. The recurrence, more than three, shall lead to the de-empanelment to that Hospital/

12. TERMINATION FOR DEFAULT

- 12.1. The Chairman of the West Bengal Health Scheme Authority under the Finance Department, Government of West Bengal may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital / Diagnostic Centre terminate the Agreement in whole or part in any of the following grounds:
- 12.1.1. If the Hospital / Diagnostic Centre fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement, or within any extension thereof if granted by the "WBHS 2008"/ Cashless Scheme 2014 pursuant to Condition of Agreement; or
- 12.1.2. If the Hospital / Diagnostic Centre fails to perform any other obligation(s) under the Agreement; or
- 12.1.3. If the Hospital / Diagnostic Centre, under the "WBHS 2008" / Cashless Scheme 2014 has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement; or
- 12.1.4. The Licence under the West Bengal Clinical Establishment Act & Rules 2003 is revoked by the licensing authorities for any reason; or
- 12.2. If the Hospital / Diagnostic Centre found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement shall be summarily suspended by the Authority under the "WBHS 2008"/ Cashless Scheme 2014 without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of show cause notice; or
- 12.3. In case of any violation of the provisions of the Agreement by the Hospital / Diagnostic Centre such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries and charging from the beneficiaries under the "WBHS 2008"/ Cashless Scheme 2014 or under the "Cashless Scheme,2014" in excess of approved rates, undertaking unnecessary procedures, prescribing unnecessary drugs / tests, deficient or defective service, overbilling and negligence in treatment, the Authority under the "WBHS 2008" / Cashless Scheme ,2014 shall have the right to de-empanelment the Hospital / Diagnostic Centre, as the case may be.

13. INDEMNITY

- 13.1. The Hospital / Diagnostic Centre shall at all times, indemnify and keep indemnified the Authority under the WBHS 2008 / Cashless Scheme, 2014 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 Centre in execution of or in connection with the services under this Agreement and against any loss or damage to the "WBHS 2008" / Cashless Scheme 2014 the Government in consequence to any action or suit being brought against the "WBHS 2008" / Cashless Scheme, 2014 the Government, along with (or otherwise), Hospital / Diagnostic Centre as a Party for anything done or purported to be done in the course of the execution of this Agreement.
- 13.2. The Hospital / Diagnostic Centre shall at all times abide by the job safety measures and other statutory requirements prevalent in India and shall keep free and indemnify the Authority under the "WBHS 2008" / Cashless Scheme, 2014 from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital's / Diagnostic Centre's negligence or misconduct.
- 13.3. The Hospital / Diagnostic Centre shall pay all indemnities arising from such incidents without any extra cost to the "WBHS 2008" / Cashless Scheme, 2014 and shall not hold the authority under the "WBHS 2008" / Cashless Scheme, 2014 responsible or obligated. The authority under the "WBHS 2008" / Cashless Scheme, 2014 the Government may, at its discretion and shall always entirely at the cost of the Hospital / Diagnostic Centre, defend such suit, either jointly with the Hospital / Diagnostic Centre or singly in case the latter chooses not to defend the case.

14. PAYMENT

A. Payment under WBHS, 2008

- 14.1. The payment shall be made to the Hospital / Diagnostic Centre by the beneficiary directly. All bills and papers related to the beneficiaries' treatment along with the necessary counter signatures by the authorised persons shall be handed over in original to the beneficiary.
- 14.2. On admission of the beneficiary, a written estimate of the expected bill shall be handed over. Whenever there is a change of setting requiring the escalation of this estimate, a

fresh estimate shall be given to the patient/ patient party within 24 hours.

14.3. Online system based all reimbursement treatment related information under the "WBHS 2008" to be inserted with Government Employee / Pensioner ID along with Patient ID after proper verification , period of treatment and expenditure amount in <https://wbhealthscheme.gov.in> with HCOs own user ID & password given from Medical Cell, Finance Department.

14.4. The beneficiary shall pay the costs of medical treatment to the recognised hospital/ nursing home prior to discharge. But in the case of death of a beneficiary enrolled under the Health Scheme while receiving indoor treatment in a recognised private hospital/ nursing home, the concerned HCO shall release the dead body and, if the hospital dues remain unsettled, the hospital authority may send the bills with necessary treatment papers directly to the Medical Cell of Finance Department for clearance. The Medical Cell shall examine the Claim and calculate the admissible amount as per provision of WBHS 2008. Thereafter, refer the same to the concerned department for payment of the remaining dues to the respective HCO from the relevant Head of Account.

B .Payment under 'Cashless Scheme 2014'

14.5 The following procedures will have to be followed to provide cashless indoor (including Day Care) medical treatment facility to the eligible beneficiaries up to a ceiling of Rupees one lakh only.

14.6. The Government Employees/Pensioners and their eligible dependent(s) enrolled under the "Cashless Scheme ,2014" shall be entitled to all the benefits of the "WBHS 2008" plus additional benefit of Cashless treatment up to Rupees One Lakh only provided the Employee/Pensioner enrolls himself/herself online as per the procedure mentioned in said "Cashless Scheme',2014".

14.7. The concerned employees/pensioners including family pensioners would enrol themselves (starting from 15-09-2014) on West Bengal Health Scheme portal of the aforesaid website of this Department. Respective DDO of the department/office would issue enrolment certificate under his/her seal and signature through online procedure as mentioned in the aforesaid notification 4656-F(MED)dated 05-09-2014 of this department. This will serve as Health Card till such time formal Health Cards are issued.

14.8. The beneficiary would produce this enrolment certificate/Card under "Cashless Scheme ,2014" before the approved Health Care Organisation (HCO) (website of Finance Department may be consulted for up to date approved list of such HCOs) for undergoing cashless medical treatment as

provided in the West Bengal Health for All Employees and Pensioners Cashless Medical Treatment Scheme, 2014.

14.9. For undergoing cashless indoor medical treatment no advance authorization will be required by the HCO. On production of the enrolment certificate/ Card under "Cashless Scheme 2014" by the beneficiary, the HCO will login to the aforementioned website for verification of the enrolment. After being satisfied that the beneficiary is enrolled, the medical treatment shall be extended in terms of the provisions of "**Cashless Scheme,2014**" as amended.

14.10. On admission of the beneficiary, a written estimate of the expected bill shall be handed over in case the expenditure exceeds Rupees one lakh. Whenever there is a change of setting requiring the escalation of this estimate, a fresh estimate shall be given to the patient/patient party within 24 hours.

14.11. No charges would be realized from the beneficiary enrolled under the present scheme up to Rupees one lakh. Where charges for treatment as per existing approved rate exceed rupees one lakh the amount over and above Rupees One lakh would be realized from the beneficiary. Original Money Receipt to be provided to Government Employee/ Pensioner regarding his/her actual payment portion only. Photocopy of details bill to be provided to Government Employee/ Pensioner. At the time of discharge, only a bill showing the charges of treatment as well as the relevant Code No(s) will be handed over to the beneficiary under receipt.

14.12. **In the case of death of a Government employee/ pensioner, enrolled under the 'Cashless Scheme 2014', while receiving indoor treatment in a recognised private hospital/ nursing home, the concerned HCO shall release the dead body and if the hospital dues remain unsettled, the hospital authority may send the bills with necessary treatment papers directly to the Medical Cell of Finance Department for clearance of dues. The Medical Cell shall examine the Claim and calculate the admissible amount as per provision of WBHS 2008 / Cashless Scheme 2014 and make payment up to Rupees one Lakh –the cost of Cashless treatment to the HCO and may refer the same to the concerned department for payment of the remaining dues to the respective HCO/ Beneficiary from the relevant Head of Account.**

14.13. If any difficulty arises in the course of implementation of the Scheme, it shall be referred to the Finance Department and the decision of the Finance Department thereon shall be final and binding on all the HCOs and the beneficiaries

14.14 Payment will be made through direct credit in HCOs bank account through IFMS as given in the prescribed proforma of e-pradan.

15. ARBITRATION

15.1. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Authority of the 'WBHS 2008' or 'Cashless Scheme, 2014' and the Hospital / Diagnostic Centre upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director of Medical Education, West Bengal, who shall give written award of his decision to the Parties. The decision of the Director of Medical Education, West Bengal shall be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Kolkata.

16. MISCELLANEOUS

16.1. 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 the Authority under the WBHS 2008 or the 'Cashless Scheme 2014' and the Hospital / Diagnostic Centre.

16.2. The Hospital / Diagnostic Centre shall not represent or hold itself out as agent of the authority under the WBHS 2008 or the 'Cashless Scheme 2014'.

16.3. The authority under the WBHS 2008 or the 'Cashless Scheme 2014' shall not be responsible in any way for any negligence or misconduct of the Hospital / Diagnostic Centre and its employees for any accident, injury or damage sustained or suffered by any Beneficiary under the WBHS, 2008 or 'Cashless Scheme 2014' any third party resulting from or by any operation conducted by and on behalf of the Hospital / Diagnostic Centre or in the course of doing its work or perform their duties under this Agreement or otherwise.

16.4. The Hospital / Diagnostic Centre shall notify the authority under the WBHS 2008 or the 'Cashless Scheme,2014' of any material change in their status and their shareholdings or that of any Guarantor of the Hospital / Diagnostic Centre where such change would have an impact on the performance of obligation under this Agreement.

16.5. This Agreement may be modified or altered only on written agreement signed by both the parties.

16.6. If the Hospital gets wound up or partnership is dissolved, the authority under the WBHS 2008 or the 'Cashless Scheme,2014' 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.

16.7. The Hospital shall bear all expenses incidental to the preparation and stamping of this Agreement.

17. NOTICES

17.1. Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post ,E-mail or by facsimile and confirmed by original copy by post to the other Party's address as below.

WBHS 2008 or the 'Cashless Scheme2014': _____.

Hospital / Diagnostic Centre with address:

(_____
_____)

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

Rate schedule for Package, procedures and Investigations.

Annexure-I

Performance Bank Guarantee

To:

WHEREAS _____ (Name of Hospital / Diagnostic Centre with Address) has undertaken to render the following services to the beneficiaries under the West Bengal Health Scheme, 2008 /Cashless Scheme ,2014 _____ (Description of Services) hereinafter called "the Agreement".

AND WHEREAS it has been stipulated by you in the said Agreement that the Hospital / Diagnostic Centre selected for empanelment shall furnish you with a bank Guarantee by a Schedule Bank of RBI as recognised by Finance Department, Government of West Bengal for the sum specified therein as security for compliance with the Hospital / Diagnostic Centre performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the Hospital / Diagnostic Centre a guarantee:

Now, THEREFORE, we hereby affirm that we are Guarantors and responsible to you, on behalf of Hospital / Diagnostic Centre (herein after referred to "the Second Part," up to a total of _____ (Amount of the guarantee in Words and Figures) and we hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Second Part to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the

_____ day of _____ 20____.

Signature and Seal of Guarantors

Date _____

Address: _____

**Amount of Performance Bank Guarantee to be obtained from the Hospital /
Diagnostic Centre at the time of signing the Agreement:-**

A. Class-1 Multispeciality Hospital	:	Rs. 2,50,000/-
B. Class-2 Multispeciality Hospital	:	Rs. 2,00,000/-
C. Class-3 Multispeciality Hospital	:	Rs. 1,50,000/-
D. Class-1 Unispeciality Hospital	:	Rs. 2,00,000/-
E. Class-2 Unispeciality Hospital	:	Rs. 1,50,000/-
F. Class-3 Unispeciality Hospital	:	Rs. 1,00,000/-
G. Class-1 Diagnostic Centres	:	Rs. 1,00,000/-
H. Class-2 Diagnostic Centres	:	Rs. 75,000/-
I. Class-3 Diagnostic Centres	:	Rs. 50,000/-

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

**For and on behalf of
The Governor of West Bengal**

**In the
Presence of
(Witnesses)**

1.

2.

Signed by

**For and on behalf of (Hospital / Diagnostic
Centre)**

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

**In the presence of
(Witnesses)**

1.

2.