

(On Stamp Paper of Rs.100/-)

**AGREEMENT**

The agreement entered into at Delhi on (\_\_\_\_\_)

**BETWEEN**

University Grants Commission represented by Deputy Secretary (Admn.) and hereinafter referred to as “**UGC**” which expression shall unless repugnant to the context mean and include its successors and assignees of the ONE PART

**AND**

(\_\_\_\_\_(Name of the Hospital) having its premises at  
(\_\_\_\_\_)  
through \_\_\_\_\_ (its Director/Administrator), hereinafter referred to as “**Hospital**” which expression shall unless it be repugnant to the context meaning thereof be deemed to mean and include its successors and assignees of the OTHER PART.

**WHEREAS**

The University Grants Commission is a statutory organization established by the UGC Act 1956, and a National Body for Coordination, determination and maintenance of standards of higher education and is desirous of formulating and extending a suitable package of medical benefits as a part of welfare measure to its Pensioners/Family Pensioners and their spouse and dependents, if any, and the Hospital is engaged in providing medical facilities and expertise in the field of **General/Specialty** treatment.

**NOW THIS AGREEMENT WITNESSESTH THAT**

**1. Definitions**

*‘Medical benefits’* –means the hospitalization relating to the ailments mentioned in the CGHS’s O.M. No.s.11011/2/2008-CGHS(P) dated 20<sup>th</sup> May, 2009 (Copy enclosed) and providing treatment. Any revision made from time to time in this regard may be followed.

*‘Members’*-means Pensioners/Family Pensioners of UGC paying the contribution to the UGC who are eligible to the benefits.

'Entitlement' refers to the room charges to which a retired employee is entitled to avail in case of hospitalization. As per prevailing norms, based on salary structure, the following entitlements are approved by the CGHS and opted by the UGC for their Pensioners/Family Pensioners.

**(as per 5<sup>th</sup> Pay Commission's recommendations)**

S.No.	Ward entitlement		Basic Pay
1.	General ward	:	Upto Rs.7,500/-
2.	Semi-private ward	:	Rs.7,501/- to 10,500 /-
3.	Private ward		Rs.10,501/- and above

**(as per 6<sup>th</sup> Pay Commission's recommendations)**

S.No.	Ward entitlement		Pay drawn in pay Band (excluding Grade Pay)
1.	General ward	:	Upto Rs.13,950/-
2.	Semi-private ward	:	Rs.13,960/- to 19,530/-
3.	Private ward		Rs.19,540/- and above

If the patients on their own opt for a higher category than what he/she is entitled, the excess cost will be the responsibility of the patient for which the patient will have to make prior arrangements with the Provider Hospital. UGC's commitment will be restricted to the actual entitlement only.

In case of the deceased Pensioners/Family Pensioners, the following clause shall be the part of the agreement.

**IN CASE OF DEATH OF Pensioners/Family Pensioners/dependent**

Provided that in case of death of the Pensioners/Family Pensioners, the spouse and dependents will continue to enjoy the facilities in terms of the scheme for which amount has been deducted by UGC.

**2. OBJECT**

The UGC has approached the provider Hospital to extend medical facilities and treatment to the Pensioners/Family Pensioners and the provider hospital has agreed for the same on the terms and conditions hereinafter stipulated.

**3. PERIOD**

This agreement shall remain in force vis-a-vis the concerned hospital, until the concerned hospital remains enlisted in the CGHS approved list of hospitals and this agreement shall be deemed to have been terminated automatically vis-à-vis the hospital which gets de-recognized and excluded from CGHS approved list of hospital or does not appear in the CGHS approved list of hospital.

#### **4. EXTENT OF COVERAGE**

- (i) The Provider Hospital shall extend only inpatient hospitalization to the Pensioners/Family Pensioners/dependent under this agreement and claims will be settled directly by the UGC under '**CASHLESS FACILITY**'. For the out patient treatment' the UGC retired employee shall take such treatment on the agreed rates on cash basis and UGC shall not be responsible for any such medical expenditure on this account under '**CASHLESS FACILITY**'.
- (ii) The Provider Hospital will extend service on **prevailing CGHS rates only** both for **IPD and OPD treatment**.
- (iii) If the Hospital normally charges rates for various procedures which are lower than the negotiated rates, the reimbursement would be at the actual rates charged by the Hospital.
- (iv) The Provider Hospital shall ensure that each time Pensioners/Family Pensioners/dependents avail service envisaged in this agreement, the expenses are regulated strictly with reference to the eligibility and monetary limits fixed with reference to the entitlement status, as indicated in O.M. No.S.11011/2/2008-CGHS(P) dated 20<sup>th</sup> May, 2009.
- (v) The Hospital shall ensure that the benefits are made available to the member strictly as per terms of this agreement and no benefit outside the terms of this agreement shall be allowed without prior approval unless the same is essential for the recovery of Pensioners/Family Pensioners/dependents.
- (vi) UGC shall not be liable to make any payment on account of claims which are in the opinion of UGC fraudulent or are as a result of fabricated claims.

#### **5. OBLIGATIONS OF PROVIDER**

- (i) The Provider Hospital shall admit the patient only on production of a valid Identity Card with photographs of the beneficiary issued by the UGC. The empanelled hospital shall not demand any advance from the beneficiary and shall provide credit facilities to the concerned patient.
- (ii) The Provider Hospital shall ensure that all members are admitted and treatment in the Institution/Hospital on priority basis. Priority basis in this context means making available to the member services like on-the-post admission/treatment beds on an urgent basis and the like. In case there is no accommodation either in the ward or in the operation theatre or the patient requires specialized treatment which is not available in the Hospital, the provider Hospital shall make all attempts through its good offices to accommodate and admit the Pensioners/Family Pensioners/dependent to other CGHS approved empanelled/super-specialty Hospital, subject to concurrence from the concerned Pensioners/Family Pensioners/dependent and in intimation as to the cross reference shall be made to the UGC within 24 hours of such referral.

- (iii) The Provider Hospital shall ensure that best and timely medical treatment/medical facility is extended to the Pensioners/Family Pensioners/dependent and provide best of service to them at all times.
- (iv) It is mandatory for the Provider Hospital to maintain and adhere to the standards and quality of medical services as prescribed by Medical Council of India. The Provider Hospital represents that it has all the prescribed standards and shall maintain the same throughout.
- (v) UGC Officers/designated Officers shall have the right to visit the Provider Hospital to check the quality, standards, review and discuss treatment provided to Pensioners/Family Pensioners/dependent. During such visits and inquiries, the provider Hospital shall extend full co-operation to the UGC officials including access to the patients' medical and billing records and make available the information they request about the patient for the purpose of their investigation/inspection.
- (vi) The Provider Hospital shall also arrange to obtain medicines, injections, surgical items, disposable etc. as prescribed by the Doctors from authorized chemists, druggists.
- (vii) The Provider Hospital shall make available to Pensioners/Family Pensioners/dependent only in emergency cases, ambulance services on a priority basis for patient within the city/town limits, the cost of which will be part of the package.
- (viii) The Provider Hospital shall keep the Pensioners/Family Pensioners/dependent only for the required number of days of treatment and carry out only the required investigations. UGC has the discretion to reject bills containing any item that as per UGC was unwarranted on the part of the Provider Hospital. The list of medicines/items which are NOT covered under Swamy's List of Medicines (Admissible & Inadmissible) shall be followed. Any revision made from time to time may also be incorporated.
- (ix) The Provider Hospital agrees not to take any cash deposit or any deposit of any kind or advance from Pensioners/Family Pensioners/dependent who is/are to be given treatment by the Hospital and shall strictly adhere to the understanding.
- (x) The Provider Hospital shall strictly adhere to the agreed '**Operations Procedure**' contained in the terms and conditions and be bound by the same.
- (xi) The Provider Hospital shall equip itself with qualified and experienced Doctors, Medical and Para-medical Staff, Nurses, etc. and also all other infrastructure essential to maintain the desired quality and standard of treatment.

- (xii) The Provider Hospital shall not charge separate charges on account of Nursing, with interest or interest free security deposit, diet charges, Air Conditioner/Cooler/Heater charges (including electricity charges) etc. which in the opinion of UGC are included in the package.
- (xiii) The Provider Hospital shall not charge more than two consultations in a day to a patient from the attending specialist.
- (xiv) The Provider Hospital shall not admit any patient as a matter of routine unless the Hospital is convinced that the patient actually requires admission, and whatever initial tests are required before admission should first be done in OPD and patient should be admitted only when it is required.
- (xv) Before the final discharge of the patient, the discharge summary certificate documents and necessary bill will be authenticated by the patient/escort's signature.
- (xvi) The drugs/medicine supplied to the patient to be consumed after discharge will not be part of the package.
- (xvii) In case the eligible accommodation is not available at the time of admission the patient may be admitted to lower category of accommodation. As soon as the entitled accommodation is made available, the patient should be shifted there.
- (xviii) But if patient is provided higher category of accommodation than his/her entitlement under this agreement at his/her own request, the differential amount will be borne by the beneficiary and if accommodation is provided by the Hospital in the event of non-availability of entitled accommodation, the differential amount will be borne by the hospital concerned.
- (xix) The Provider Hospital shall send all bills pertaining to the UGC Pensioners/Family Pensioners/dependent to respective Regional Offices situated at different states for payment as under:-

<b>S.No.</b>	<b>Name of the States</b>	<b>Address of the Regional Offices</b>
1.	Andhra Pradesh, Tamil Nadu, Andman & Nicobar, Pondicherry	South Eastern Regional Office, PB No.152, APSFC, Building, 4 <sup>th</sup> Floor, 5-9-194 Chirag Ali Lane, Hyderabad – 500 001
2.	Maharashtra, Gujarat, Goa, Dadra & Nagar Haveli, Daman & Diu	Western Regional Office Ganeshkhind, Pune – 411 007
3.	Madhya Pradesh, Rajasthan, Chhattisgarh	Central Regional Office Tawa Complex, Bittan Market, E-5, Arera Colony, Bhopal – 462 016(MP)

4.	Assam, Meghalaya, Mizoram, Manipur, Tripura, Arunachal Pradesh, Nagaland	North Eastern Regional Office, 3 <sup>rd</sup> Floor, House Fed, Rental Block-5, Beltola-Basistha Road, Dispur, Guwahati-781 006 (Assam)
5.	West Bengal, Bihar, Orissa, Sikkim, Jharkhand	Eastern Regional Office LB-8, Sector-III, Salt Lake, Kolkata – 700 098 (WB)
6.	Karnataka, Kerala, Lakshadweep	South Western Regional Office Prasanna Kumar Block, Palace Road, Bangalore – 560 009 (Karnataka)
7.	Jammu & Kashmir, Punjab, Chandigarh, Harayana, Uttar Pradesh, Uttranchal	UGC Main Office, Bahadurshah Zafar Marg, New Delhi – 110 002

## **6. OBLIGATIONS OF THE UNIVERSITY GRANTS COMMISSION**

UGC shall ensure settlement of bills raised by the provider within 45 days after the submission of the bills to the UGC in case of no query on the bills or claim

## **7. GENERAL**

- (i) UGC shall not be responsible/liable in any manner whatsoever on account of negligence on the part of provider Hospital or their doctors/consultants while giving treatment to patient.
- (ii) Any deviation/modification of this agreement by the parties shall be affected with the written consent of both the parties.

**8.** The Hospital shall keep the UGC indemnified in respect of all claims and liabilities except the liability of settlement of Bill in accordance with the Provisions of this Agreement.

## **9. TERMINATION**

Notwithstanding contained anything in this agreement, the agreement entered into by UGC may be terminated by either party by giving prior notice of 30 (thirty) days.

Provided that the agreement may be terminated by UGC/Hospital without assigning any reason for which the hospital/UGC will have no claim for any compensation/damage whatsoever on this account from the hospital/UGC.

Provided further that UGC will have the right to terminate this agreement, if the provider hospital violates any of the terms and conditions of the Agreement.

In case of termination, either by UGC or Hospital, and in any other eventuality including exclusion from the CGHS approved list of hospital or non-appearance in the CGHS approved list of hospital,, the Hospital shall ensure that all admitted patients undergoing treatment at the time of termination and in the other eventuality as stipulated and explained, are treated completely and discharged for which UGC shall consider their claims, in accordance with the terms of this Agreement only.

**10.** In case of disputes unresolved through the “Mutual Understanding”, the matter shall be referred to the Sole Arbitrator to be appointed by the Chairman, UGC.

**IN WITNESS WHEREOF** the parties hereto have signed this on the day, month and year first hereinabove written in the presence of:

**UNIVERSITY GRANTS COMMISSION**

**(NAME OF THE HOSPITAL  
WITH ADDRESS)**

**WITNESSES:**

**WITNESSES:**

1.

1.

2.

2.