

F. No. S.14025/34/2014-MS
Government of India
Ministry of Health & Family Welfare
Department of Health & Family Welfare

GUIDELINES FOR EMPANELMENT OF PRIVATE DENTAL HOSPITALS/CLINICS UNDER CS (MA)
RULES FOR CENTRAL GOVERNMENT EMPLOYEES AND THEIR FAMILY MEMBERS.

A. General requirements

1. The dental clinic must have been in operation for at least past three years. Copy of audited balance sheet, profit and loss account for the last 3 financial years to be provided.
2. A copy of the List of treatment procedures / investigations/ facilities along with rates available in the applicant dental clinic will be submitted.
3. A copy of the State registration certificate / Registration with Local bodies, wherever applicable, will be submitted indicating the validity period.
4. Information on recognition by CGHS/state Government for the treatment of its employees, if applicable may be provided. Validity of recognition period may be indicated.
5. In case, the unit is already recognized by any state Government for its own employees, the clinic will be recognized under CS(MA) rules after scrutinizing the documents, and if required, inspection by an expert team may be carried out.
6. A copy of the documents related to Compliance with all statutory requirements including that of waste management, fire safety etc. may be provided.
7. NABH accreditation-optional.
8. The Dental Clinics considered for empanelment will have to enter into an agreement with MS Section of Ministry of Health and Family Welfare for providing services at rates notified by CGHS.
9. As per MOU (Sl. No. 1 (i)), Dental Hospital/Clinic stands recognized for a period of 2 years from the date of signing of MOU. The period will be extendable to another 2 years on request, if there is no complaint against the clinic and work is found satisfactory.
10. **CORRUPT AND FRAUDULENT PRACTICES**
"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official.
If at any time it is found that Organization has engaged in corrupt and fraudulent practices, Ministry of Health and Family Welfare will have the right to declare the dental clinic as ineligible, either indefinitely or for stated period of time.
11. Empanelled dental unit shall notify Nodal officer for CS(MA) beneficiaries to hear their grievances.
12. Whenever required, a visit to inspect the facilities available in the clinic may be carried out by a team of experts.
13. These guidelines are mainly for general dental clinic. For specialized dental clinic, additional technical information will be required. The clinic may provide additional technical information as required by Directorate General of Health Services(Dte.GHS) which will depend upon type of specialization of dental clinic.
14. Power back up and arrangement of fire extinguisher should be available.



Certificate of undertaking to be submitted by the clinic

1. That if any information is found to be untrue at any stage, the dental clinic would be liable for de-recognition/debarment to apply for empanelment for next 2 years under CS(MA) Rules.
2. That the Clinic will be liable to pay compensation for any physical or mental injuries caused to CS(MA) beneficiary due to gross medical negligence.
3. That the Dental Clinic has not been derecognized by CGHS/under CS(MA) Rules or by any State Government.
4. That no investigation by central Government/State Government or any statutory Investigating agency is pending or being contemplated against the Dental clinic.
5. That the clinic shall charge as per CGHS rates of the nearest city and that the rates charged from CS(MA) patients are not higher than the rates being charged from other patients who are not CS(MA) Beneficiaries.

B. Infrastructure and technical specification

1. Availability of Dental Chairs:-


- There must be minimum of '1' Dental chair with approx. 100 sq ft. area for all Dental clinics applying for empanelment under CS(MA) Rules.

2. Dental equipments required

1. Dental X-ray Machine (preferably DC) with Radio Visio Graph will be required for general dental clinic.

3. Manpower

- In case of general dental clinic, Degree of BDS will be allowed with minimum 3 years of experience.
- All Specialists employed in specialized clinic on regular and visiting basis must possess Dental Council of India's recognized post graduate qualification.



PROFORMA
FOR EMPANELMENT OF EXCLUSIVE DENTAL CLINICS under CS (MA) Rules

1. Name of the city where Exclusive Dental clinic is located.

2. Name of the Exclusive Dental Clinic

3. Address of the Exclusive Dental Clinic

4. Tel/fax/e-mail

Telephone No.	
Fax	
Email address	
Name and Contact details of Nodal Person	



- | | Yes | No |
|--|--------------------------|--------------------------|
| 1) Whether NABH/QCI accredited | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Whether NABH accreditation applied for | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Whether QCI recommended/ applied for | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Details of accreditation/recommendation and validity period:- | | |

5. Infrastructure and technical Specifications

- (A) For General Dental Clinic
Number of Dental Chairs:
(Minimum-1 chair with approx.100 sq. Ft)

- (B) For Specialized Dental Clinic
Specific information will be asked depending on specialty

- (C) Routine facilities for dental X-ray machine (preferably DC) with Radio Visio Graph (RVG)
- (D) Detail list of specialized manpower with copy of professional degrees

- (E) List of equipments available

- (F) Alternate power backup

SIGNATURE OF APPLICANT OR AUTHORISED OWNER



CHECKLIST/COMMENTS REGARDING APPLICATION FOR EMPANELMENT/RE-EMPANELMENT OF DENTAL HOSPITAL/CLINIC UNDER CS(MA) RULES, 1944

DATE OF APPLICATION:

DATE OF ORIGINAL RECOGNITION:

Sl. No.	Particulars	Details	Page No
1.	Name & Address of the Dental Hospital/Clinic		
2.	Name of the Nodal Officer with all particulars(Telephone No./Mobile No., Fax No., E-mail address, Website Name)		
3.	Details that the Dental Clinic have been in operation by at least past three years (A copy of supporting document be provided)		
4.	List of treatment procedures/ investigations/facilities along with rates		
5.	A copy of the State registration certificate/Registration with local bodies		
6.	Information on Empanelment by CGHS/State Government indicating the validity		
7.	A copy of the documents related to Compliance with all statutory requirements including that of waste Management, fire safety etc.		
8.	Power backup and arrangement of fire extinguisher available		
9.	No. of Central Government employees to be benefited by the Empanelment		
10.	No. of Dental chairs in the hospital/Clinic		
11.	Whether the hospital has provided undertaking as per guidelines		

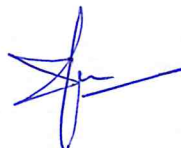


12.	Whether the hospital meets the building & Space requirement		
13.	List of doctors with bio-data (specify Specialist & RMO'S separately)		
14.	Diagnostic Facilities Available		
15.	List of equipments available		
16.	Average OPD Attendance during last year.		
17.	Comparative schedule of rates vis-à-vis other Govt./empanel hospitals/CGHS/ of the nearby areas, if submitted & remarks thereof		
18.	Any adverse rulings against the hospital/clinic from Consumer Courts or any other Court of Law on a case filed by a patient or his/her relative/friend against improper medical care or wrong medical care, and whether any appeal is pending in any higher Court of Laws.		
19.	Undertaking that the building of the hospital/clinic complies with the local Municipal bye laws.		
20.	Any other information which the hospital/clinic wants to provide		
21.	Comments/Recommendations.		

VERIFICATION

It is certified that all the details/facts/figures given are true to the best of my knowledge and are as per records available in the hospital. There are unconditionally verified to be true. If at a later stage it is found that some information has been concealed or has been misrepresented, the recognition given under CS(MA) Rules, 1944 is liable to be cancelled without giving any notice.

(Signature of the authorised signatory)
Rubber Stamp/Seal of the Dental Hospital/Clinic



Memorandum of Understanding between the Central Government and (Dental Hospital/Clinic Name) for empanelment under CS (MA) Rules, 1944.

Whereas, the Memorandum of Understanding is made on (Empanelment Date) between the President of India who shall be the 1st party and (Hospital/Clinic Name), who shall be the 2nd party under which the Hospital/Clinic shall undertake the treatment of Central Govt. employees;

Whereas, (Hospital/Clinic Name) had applied for Empanelment under CS (MA) Rules, 1944 for treatment of Central Government Employees;

And whereas, the Central Government in the Ministry of Health and Family Welfare vide its O.M. No.(File No.), dated (Empanelment Date) has empanelled the (Dental hospital/clinic Name), under CS(MA) Rules, 1944 for treatment of Central Government Employees and dependent members of their families subject to the condition that the schedule of charges for treatment of Central Government Employees and members of their family under CS(MA) Rules, 1944 shall be regulated as per the schedule of approved charges of CGHS, (Nearest Area) and also subject to the condition that (Dental hospital/clinic Name), would enter into an agreement with the Government of India within a period of 3 months from the date of issue of O.M. to the effect that the Dental hospital/clinic will charge Central Government employees at the rate fixed by the Government, failing which the Hospital/Clinic would be liable for de-empanelment. The Dental hospital/clinic shall charge CGHS (Non-NABH or NABH) (Nearest Area) rates till the expiry of its accreditation i.e., upto (validity of accreditation date). If the NABH accreditation of the hospital will be renewed and continued after (validity of accreditation date), the Hospital will charge NABH rates, otherwise they will charge non-NABH CGHS (Nearest Area) rates after (validity of accreditation date).

Now, therefore, the Central Government and (Dental Hospital/Clinic Name) hereby enter into an agreement to be mutually adhered to by both the parties whose terms, conditions and applications are as below:-

1. (Hospital Name) is empanelled under CS (MA) Rules, 1944 for treatment of Central Government Employees and Members of their families subject to the conditions that:-
 - (i) The hospital stands recognized for a period of 2 years from the date of signing of MOU. The period will be extendable to another 2 year on request if there is no complaint against the clinic and work is found satisfactory.
 - (ii) The (Hospital/Clinic Name) will charge the Central Government Employees as per the schedule of approved charges of CGHS, (Nearest Area), which are available on the website of CGHS (<http://msotransparent.nic.in/cghsnew/index.asp>) or the actual rate of the hospital, whichever is less.



- (iii) The hospital shall, in no case, charge an amount more than that agreed to as para 1(ii) above from any central Government Employees.
 - (iv) The hospital shall not discriminate in any way the Central Government Employees receiving treatment in the hospital/clinic as compared to any other patient;
 - (v) The hospital shall nominate the name of the Nodal Officer for hearing grievances of the Central Government Employees, and display the same at prominent place.
 - (vi) The hospital shall provide access to the financial and medical records for review by medical and financial auditors of the Central Government, as and when necessary.
 - (vii) The hospital/clinic will pay damages to the beneficiaries, if any injury, loss of part or death occurs due to gross negligence, or due to transfusion of improperly checked blood, if such injuries occur in consequence of treatment in the hospital/diagnostic centre.
 - (viii) Any legal liability coming out of such services shall be dealt by the hospital/diagnostic centre and it shall alone be responsible.
 - (ix) In case of any complaint of overcharging, the Central Government may, after due enquiry, reserve the right to de-empanel the (Hospital/Clinic Name) without any notice, and without any prejudice to any other action to be taken as per law.
2. None of the Parties could change any provision of this MOU without the written consent of the other party. The laws of the Government of India shall govern the construction and interpretation of this MOU.
 3. If any provision of this MOU or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this MOU. This MOU can be given effect without invalid provision and to this end, its other provisions are declared to be severable.
 4. This MOU contains the entire Agreement between the two parties and no statement, promise or inducement made by either party, its authorised parties or expert groups that are not contained in this MOU shall be valid and binding. This MOU can be modified or altered only on written agreement signed by both the parties.
 5. The original copy of this Memorandum of Understanding (MOU) shall be kept at the office of First Party and a true copy shall be retained in the office of Second Party.

Signed on ----- day of ----- 2014.

For Central Government

For the Dental Hospital/Clinic

