

No: 29 -F(MED)/2019

Dated:27.05.2019

**NOTIFICATION**

**Sub : Revised procedure of empanelment of Health Care Organizations (private hospitals / nursing homes / diagnostic centers) for providing services under "West Bengal Health Scheme"**

The procedures of empanelment of **Health Care Organizations (HCOs)** under categories of private hospitals/nursing homes/diagnostic centres for providing services under "**West Bengal Health Scheme**" are laid down in the order no; 3474-F dated; 11.05.09 and 1511-F(MED), dated; 25/02/2011 issued by Medical Cell, Finance Department, West Bengal. For making the empanelment procedures simpler and smooth to enable empanelment of more nos. of private hospitals/nursing homes/diagnostic centres, revision of existing guidelines was under consideration for some time past.

After careful consideration, the Governor is pleased to revise the procedures of empanelment of HCOs for providing services under "**West Bengal Health Scheme**" in the following manner:-

**A. Revised procedure of empanelment:**

- i. Healthcare Care Organisations (HCOs) empanelled under **Swasthya Sathi** scheme shall be eligible for empanelment under WBHS without any further inspection.
- ii. In case of those hospitals which are not empanelled under **Swasthya Sathi**, existing procedures of empanelment as laid down in above mentioned orders shall continue.
- iii. HCOs (both empanelled and non-empanelled under **Swasthya Sathi**) shall have to apply online through WBHS Portal (<https://wbhealthscheme.gov.in>) for empanelment under West Bengal Health Scheme. After online submission a signed hard copy of application along with a copy of PAN Card should be submitted to Joint Secretary, Medical Cell, Finance Department.
- iv. Memorandum of Agreement will be executed by Medical Cell of this Department after scrutiny of the submitted documents.
- v. HCOs shall apply **online** for **renewal** of the empanelment also.
- vi. Provision of submission of Performance Bank Guarantee as Security Deposit by the HCOs is being discontinued henceforth. Performance Bank Guarantee already submitted by the empanelled HCOs and lying with the Medical Cell shall be released after issuance of this notification.

**B. Modification in Existing Memorandum of Agreement (MOA):**

1. Description of Clause-3, Clause-4 and Clause-10 of present Memorandum of Agreement (MOA), shall be substituted with the descriptions stated below:

Clause No.	Subject	Existing Clause Descriptions	Revised Clause Descriptions
3	Classification of hospitals/	3.1. The classification of the Hospitals/ Diagnostic centres shall be based on their meeting the empanelment criteria as determined by the	3.1 The classification of the Hospitals/ Diagnostic centres shall be based on their

	diagnostic centres	<p>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.</p> <p>3.2. If reclassification is requested after addition of facilities, a fresh application with assessment fees shall be submitted.</p> <p>3.3. The maximum allowable rates to be charged from the beneficiaries shall be as follows:-</p> <p>3.3.1. Class 1 provider- 100% of approved rates, as given in Annexure I ;</p> <p>3.3.2. Class 2 provider- 80% of approved rates, as given in Annexure I ;</p> <p>3.3.3. Class 3 provider- 70% of approved rates, as given in Annexure I ;</p>	<p>meeting the empanelment criteria as determined by the Finance Department. The decision of the West Bengal Health Scheme Authority under the Finance Department shall be final and binding in this respect.</p> <p>3.2 Existing clause may continue.</p> <p>3.3 The maximum allowable rates to be charged from the beneficiaries shall be as follows:-</p> <p>3.3.1. Class 1 provider- 100% of approved rates, as given in Annexure I ;</p> <p>3.3.2. Class 2 provider- 80% of approved rates, as given in Annexure I ;</p> <p><b>3.3.3. This clause shall be scrapped as there will be no class-3 service provider.</b></p>
4	Duration	<p>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.</p>	<p>The Agreement shall remain in force for a maximum period of 4 (four) years or to ..... (specify date in DD/MM/YYYY format) or till it is modified or revoked, whichever is earlier from the date of effect mentioned in order circulated for general propaganda. The Agreement may be extended for subsequent periods for a maximum period of 4 years 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.</p>
10	Performance Bank Guarantee	<p>10.1. The Hospital / Diagnostic Centre shall furnish a continuous, revolving and irrevocable <u>Performance Bank Guarantee</u> 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</p>	<p><b>Entire clause shall be scrapped</b></p>

		<p>provisions of Liquidated Damages as mentioned in Clause 11 below shall be applicable.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
10	<b>Performance Bank Guarantee</b>	<p>10.5 Guarantee shall be irrevocable and shall remain in full force and effect until discharged by the Guarantor of all its obligations.</p> <p>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.</p> <p>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.</p>	<b>Entire clause shall be scrapped</b>

2. All Empaneled HCOs/nursing homes/diagnostic centres shall have to sign a fresh agreement on revised Memorandum of Agreement (MOA) after expiry of the present agreement.

**C. Change in categorization of Hospitals:**

HCOs/nursing homes/diagnostic centres are hereby reclassified as per table given below;

**i. For Hospital:**

**a. Minimum Bed requirement of Hospital for empanelment:**

Sl No	Category of Hospitals based on Location	Existing Category			Revised Category		
		For Multispecialty Hospital	For Uni-Specialty Hospital	For Day Care Unit	For Multispecialty Hospital	For Uni-Specialty Hospital	For Day Care Unit
1	<b>Area -A</b> for empanelment of hospitals situated within the jurisdiction of Corporation area of Kolkata, Howrah, Chandannagar, Asansol, Bidhannagar, Durgapur and Siliguri	50 beds	25 beds	10 beds	40 beds	20 beds	10 beds
	<b>Area -B</b> for empanelment of hospitals situated within the jurisdiction <b>other than area</b>	25 beds	25 beds	10 beds	20 beds	20 beds	7 beds

mentioned in Sl. No.-1.							
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**b. Revised categorization of Hospitals:**

On the basis of bed strength, the hospitals shall be categorized under WBHS in the following ways:

Sl No.	Category of Hospital	Existing Category			Revised		
		For Multispecialty Hospital	For Uni-Specialty Hospital	For Day Care Unit	For Multispecialty Hospital	For Uni-Specialty Hospital	For Day Care Unit
1	<b>Class-I</b>	80 beds and above.	50 beds and above.	50 beds and above.	60 beds and above	40 beds and above	30 beds and above
2	<b>Class-II</b>	45 beds and above.	25 beds and above	25 beds and above	20 beds and above	20 beds and above	7 beds and above
3	<b>Class-III</b>	25 beds and above.	25 beds and above.	10 beds and above.	<b>Class-III category to be discontinued henceforth.</b>		

**ii. For Diagnostic Centres:**

**Revised categorization of Diagnostic Centres:**

Sl No	Particulars	Existing Category			Revised		
		Class-I	Class-II	Class-III	Class-I	Class-II	Class-III
1	Essentiality of obtaining license under CE Rules, 2003.	Required	Required	Required	Required	Required	Class-III category to be discontinued henceforth
2	Having NABL or CAP accreditation.	Required	Not Required	Not Required	Required	Not Required	

**D. Admissibility of Hospitals & Diagnostic Centres:**

Sl No	Category of Hospital/Dianostic Centre	Class-I	Class-II
1	For Multispecialty Hospital	100% of Maximum Admissible Amount	80% Maximum Admissible Amount
2	For Uni-Specialty Hospital	100% of Maximum Admissible Amount	80% Maximum Admissible Amount
3	For Day Care Hospital	100% of Maximum Admissible Amount	80% Maximum Admissible Amount
4	For Diagnostic Centre	100% of Maximum Admissible Amount	80% Maximum Admissible Amount

The order shall immediate effect.

By the order of the Governor

H. K. Dwivedi, IAS  
Additional Chief Secretary  
Finance Department  
West Bengal