West Central Railway
L. No. BPL/H/EOI/CGHS.Hospital

CMS's Office
Divisional Hospital
Bhopal 14/02/2017

(EOI)

EXPRESSION OF INTEREST

Chief Medical Suprintendent,West Central Railway Bhopal on behalf of the president of India invites (EOI) EXPRESSION OF INTEREST from CGHS/ESI/ECHS empanelled Hospitals situated in the teritory of Bhopal Division West Central Railway for providing Treatment to Railway Beneficiaries for a period of 02 years.

The interested Hospitals may download the details from the website of http/www/wcr.gov.in.

For further queries contact office of Chief Med.Supdt.Divisional Rly Hospital Nishatpura Bhopal Telephone No.-**0755-2746959**

Time Line

1. Issue of (EOI) EXPRESSION OF INTEREST.DATE-14.02.17
2. Venue –CMS office Railway Hospital Nishatpura Bhopal
3. Last Date for submission of proposal- 06.03.2017 time-17.00 hrs

CMS/WCR/BPL

Minimum eligibility criteria and terms and conditions of contract for recognition of Private CGHS Hospital

1) The Hospital should be empanelled under CGHS/ESI/ECHS.
2) The rates to be paid by Railway to the recognized Hospital as per current CGHS rates or the hospital's tariff whichever is lower.
3) Recognition will be for a period of Two years.
4) Provision of early registration, examination and admission for Railway patients referred by Railway hospital, West.Central Railway, Bhopal.
5) For emergency cases, admission is to be done immediately.
6) Adequate medical attention is to be provided for serious patients, if required.
7) Hospital must give an undertaking accepting terms & conditions spelt out in the Documents as per Annex 1 to III & Annex 1.1 to 1.7 & New Memorandum of Understanding which should be read as part of this application document.
8) Procedure for recognition will be as per existing railway board guidelines.
9) Railway beneficiaries will be referred to empanelled hospital with proper referral letter. No payment will be charged from them.
10) Hospital that are recommended for empanelment shall also have to furnish a performance bank guarantee deposit Rs. TWO Lakhs (Rs.200000/-)
11) Free ambulance service should be provided by the Hospitals to the railway beneficiaries.
12) Bank details will also be required for necessary transfer of bill amount electronically to the account of tie up hospital.
13) Bills should be submitted as per MOU/ in triplicate with original referral letter from railway hospital photocopy of Identity card/RELHS Card of Railway beneficiaries discharge summary reports of investigation, original packets/bill of implants documents showing visits of Doctors RBS,ECG done etc, summary of bill on monthly basis should also be enclosed.Any extra procedures, medicines need special permission, such original permission letter of railway hospital West.Central. Railway Bhopal should be attached to bill.
14) Kindly respond within 21 days from the date of publication of this advertisement and submit your offer on the following address.
15) **Right to accept any application and to reject any or all application-**

Chief Medical Superintendent, Divisional Railway hospital, Bhopal, reserves the right to accept or reject any application to reject all the application at any time without assigning any reason.

16 Chief Medical Superintendent, Divisional Railway hospital, Bhopal, reserves the right to visit the Hospital at any time to ascertain their compliance with the requirement of Railway.

17.If any empanelled Hospital is found involved in any wrong doing or over charging etc, then the concerned Hospital would be suspended/removed from Railway Panel and would be black listed for specified period for future empanelment with Railway.

18. Exit from the Panel: The rates fixed by the CGHS shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the CGHS empanelled private Hospital or for any other reason, the hospital no longer wishes to continue on the list under Railway it can apply for exclusion from the Panel by giving one month notice.

19. Empanelled Hospital should notify one nodal officer/ executive for Railway beneficiaries, who can be contacted by Railway administration beneficiary in case of any requirement.

CMS/BPL

ANNEXER- I

CERTFICATE OF UNDERTAKING

1) It is certified that the particulars given in offer letter are correct & minimum eligibility criteria are satisfied.
2) That the hospital shall not charge higher than the CGHS notified rates or the rates agreed to.
3) That any information is found to be untrue, Hospital would be liable for de- recognition by Railway. The Hospital will be liable to pay compensation for any financial loss caused to Railway.
4) That the Hospital has the capability to submit bills and medical records both in soft and hard format as described.
5) That no investigation by central goverment/state goverment or any statuary investigating agency is pending or contemplated against the hospital.
6) Agree for the terms & conditions prescribed in the application document.

(SIGNATURE OF APPLICANT OR
AUTHORISED AGENT WITH SEAL)

Annexure II

APPLICATION DOCUMENT FOR EMPANELMENT OF HOSPITAL

NAME OF THE AREA OF THE CITY WHERE HOSPITAL IS LOCATED	
NAME OF THE HOSPITAL	
ADDRESS OF THE HOSPITAL	
TELEPHONE NO.	
FAX NO.	
E-mail ID-	
WEB SITE ADDRESS	
NABH/NON-NABH	
DISTANCE FROM DIVL RAILWAY HOSPITAL, BHOPAL NISHATPURA/NEAREST RAILWAY HEALTH UNIT.	

(Please tick the appropriate in box below)

1- WE AGREE TO PROVIDE SERVICES ON BILL SYSTEM OF PAYMENT……
2- .FREE AMBULANCE FACILITY.....
3- WE ENCLOSE A COMPLETE TARIFF CHART OF OUR HOSPITAL COMPARING WITH CGHS RATES AS PER ANNEXURE…….
4- DETAILS OF EMPANELMENT WITH OTHER GOVERNMENT ESTABLISHMENT/ ORGANISATIONS /ESI/ECHS.
5- DOCUMENTS SUPPORTING EMPANELLMENT WITH CGHS/ESI/ECHS.
6- DETAIL OF FACILITES AVAILABLE IN THE HOSPITALSPECIALITY WISE AND A LIST OF DOCTERS & THEIR QUALIFICATION.INCLUDING IN HOUSE HUMAN RESOURCES AND INFRASTRUCTURAL FACILITIES.
7- RATE LIST OF HOSPITAL WHICH ARE NOT COVERED UNDER CGHS RATE LIST AND THE PERCENTAGE OF DISCOUNT THE HOSPITAL IS WILLING TO OFFER ON THESE ITEMS FOR RAILWAY BENEFICIARIES.

(SIGNATURE OF APPLICANT
OR AUTHORISED AGENT WITH SEAL)

NAME……
ADDRESS……
PHONE NUMBER……
E MAIL ID……
SEAL/STAMP

Annexure- III

Copies of following documents (wherever applicable) are to be submitted along with application.

1) Copy of legal status, place of registration & principal place of business of the Hospital**.**
2) A copy of partnership deed /memorandum and articles of association if any.
3) Copy of NABH/NON-NABH accreditation.
4) List of facilities available with the HOSPITAL.
5) Copy of compliance with statutory requirements including that of waste management.

(SIGNATURE OF APPLICANT OR
AUTHORISED AGENT WITH SEAL)

S.No 86

Annexure – 1.1

Process Flow in empanelled hospital

In a perceived emergency patient reports to empanelled hospital with new Plastic CTSE Photo-identity Card bearing Unique CTSE Card no. and deposit some money as per his/her the entitlement of ward. The CTSE card contains all relevant information in the form of barcode/QR code also.

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As per instructions in the MoU the hospital logs on to the website maintained by M/S UTIITSL for the Cashless Scheme (CTSE). Hospital shall insert the card of the patient in card reader from which relevant details shall be automatically captured and sent to the site, digital finger print of the patient shall also be sent. The site searches its database and confirms the identity and eligibility of the patient. (Backend UIDAI website shall be used). A contact mobile number shall also be recorded on website by hospital as given by patient/relative.

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Hospital prepares a clinical report of the patient within 4 hrs which is uploaded on the website. Immediately a SMS is received by the railway authorized medical officer for that hospital to check the clinical report. A SMS is also received by the patient that clinical report has been sent by hospital to the authorised medical officer along with Name of Railway doctor and his cell no.

If the case falls within defined emergency situation the AMO authorizes the treatment on website. Patient receives SMS and Hospital gets online authorization.

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The patient is treated, initial deposit is refunded and discharged by the hospital. Online bill is submitted to M/s UTIITSL which scrutinizes the bill, gets it corrected if necessary, and on being satisfied forwards it to Medical Department of Railway along with corrected physical copy of bill to concerned CMS.

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After concurrence of Finance bill is paid to the hospital and the deducted amount of fees, as per agreed, rates is paid to M/s UTIITSL.

If the case does not fall within defined emergency situation, the AMO declines authorization and the hospital is advised to either send the patient to the railway hospital in ambulance or instruct the patient to report to railway hospital at a convenient time and date. The same information is delivered to the patient also through SMS simultaneously.

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Hospital raises the bill of investigations and treatment given till that time. After adjusting initial deposit (made by the patient) rest of the bill will be cleared by Railway. In case the patient chooses to continue the treatment beyond this time, the entire bill for this subsequent duration will be paid by the Patient at rates decided in MoU

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M/s UTIITSL scrutinizes the bill. On being satisfied that minimum investigations were done to reach the diagnosis sends it to CMS Office. The unnecessary investigations and treatment shall not be reimbursed. Rest of the steps, remain same.

Note: Above procedure has been further explained in Annexure 2.

Annexure – 1.2

Process flow in Non-Emergency without referral from AMA

(In such cases normally patient is expected to come to Railway Hospital. Under CTSE, this provision has been kept to cover the cases which mistakenly go to private empanelled hospital)

Patient reports to empanelled hospital with CTSE card bearing Unique Card number

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There are instructions that the hospital should log on to the website maintained by M/S UTIITSL for the scheme. Hospital gives the Unique number of the patient. The site searches its database and confirms the identity and eligibility of the patient.

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If it is obvious that patient is not suffering from any emergent medical condition, patient is advised to go to Railway Hospital at a convenient time. Otherwise after deposition of money (as per the entitlement) by patient, hospital shall admit and will do the essential investigations to reach the diagnosis. Once it is established that the patient is not suffering from any emergent medical condition, it will discharge the patient and instruct him to report to Railway hospital or send him to Railway Hospital in its ambulance. In such cases, hospital will retain the deposit as partial payment towards the bill.

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M/S UTIITSL shall examine the bill raised by hospital, ensure that no superfluous investigations were done. The bill for the minimal investigation to arrive at the diagnosis shall be processed for payment by Railway.

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Online and physical copy of M/S UTIITSL cleared bill shall be submitted to the CMS/MD/CMO office which, on being satisfied, shall forward it to associate account for vetting and payment to the hospital. If the card is registered in a different zone, then the Finance Department shall raise a debit note for internal accountal purposes. The M/S UTIITSL charges are 2% of the raised bill amount, minimum Rs. 12.50/- maximum Rs. 750/- plus Re.1/- per bill for SMS. This amount Re 1/- will be paid by Railway per bill.

Annexure –1.3

Backend process flow for establishing the proposed system

M/S UTIITSL uploads software to enable RELHS beneficiaries to apply for CTSE ID Card online. Links to this site are provided at all railway websites

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Personnel Department issues advertisements in newspapers and mass media inviting applications from RELHS beneficiaries for becoming a member of new Cashless Treatment Scheme in Emergency. A link shall be provided for online CTSE application at different Railway websites.

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On receiving the completed application form along with copy of Aadhar Card, PPO and RELHS Card and Demand Draft for fee, Personnel Department will: 1. Validate the details 2. Authorise M/S UTIITSL to generate the new CTSE photo-identity card. 3.M/S UTIITSL will update the database (already containing name, age, date of retirement, last pay drawn etc.) with Aadhar nos. and other details, if missing 4.M/S UTIITSL shall Issue the new Plastic Photo Identity Card to each beneficiary through speed post.

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At the same time Medical Department will empanel all CGHS recognized hospitals (and if required more) throughout the country at nearest available CGHS city rates. Medical Department will enter into a detailed MoU with the hospitals defining emergency conditions and terms of payment.

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M/S UTIITSL shall develop the software as per the treatment process flow defined under different headings. The site will use the database of ARPAN.

Note: *Personnel Department shall constantly update the database at ARPAN. The M/S UTIITSL database shall communicate periodically with ARPAN database and update itself.*

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As soon as the database is provided by Personnel Department to the M/S UTIITSL the scheme shall be launched. All beneficiary issued the new card, shall be able to use the cashless scheme, with immediate effect.

Annexure –1.4

Process Flow In Emergency without Referral From AMA in Non-empanelled Hospital

Patient reports to non-empanelled hospital.

Since it is a non-empanelled hospital. Patient is treated and charged.

After discharge patient claims reimbursement which is processed as per extant rules.

Process Flow for treatment where Railway beneficiary attends empanelled Hospital without his / her CTSE card

Patient reports to empanelled hospital without CTSE card

Patient reports that he/she is a CTSE beneficiary. Hospital asks for relevant number of the patient. Hospital logs on to the website maintained by M/S UTIITSL for the RELHS Cashless Scheme (CTSE), gives the relevant number and finger print of the patient. The site searches its database and confirms the identity and eligibility of the patient. (Backend UIDAI website shall be used)

Note: In this scenario, it is essential to send the finger print of the patient and confirm identity at this stage itself, the process cannot be deferred.

Once the identity is confirmed, rest of the process remains the same as given in Annexure- 1.

Note: *In case authorization of the identity of beneficiary is not obtained, at the beginning itself, Railway will not foot the bill (Reimbursement can be claimed by the beneficiary later on as per annexure 4). In exceptional circumstances, authorization may be allowed after some time of admission. In that case the patient will have to foot the bill till that time. The cashless billing cycle under this scheme shall start from the time of authorization.*

Annexure –1.6

Process flow in case of referred patient

Patient reports to Railway hospital/Health Unit

Following the due procedure for referral the patient is referred to one of the empanelled hospital

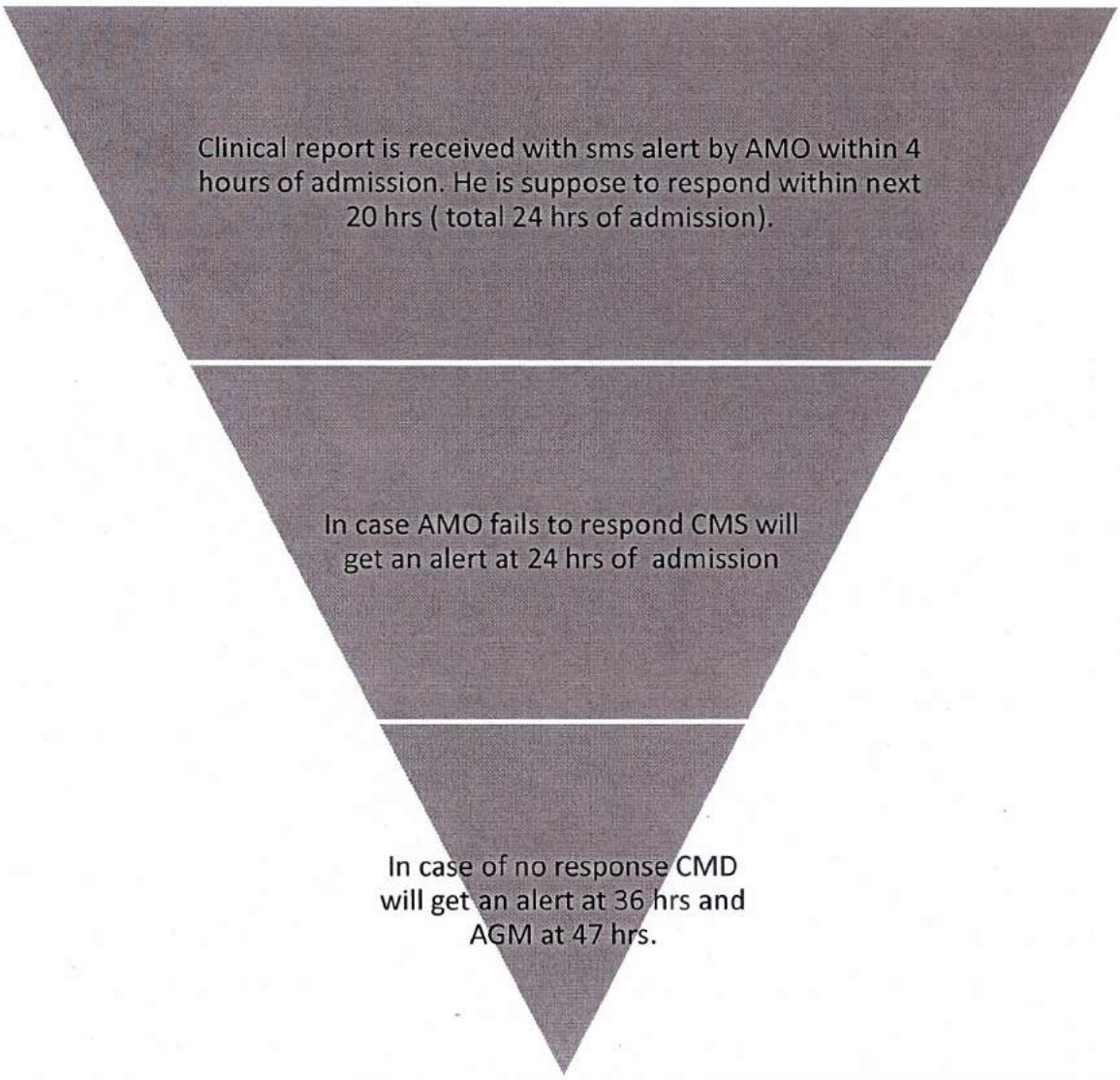
Patient reports to empanelled hospital with the referral letter from Railway Hospital bearing the photo of patient

The patient is treated and discharged by the hospital. Online bill is submitted to M/S UTIITSL along with a physical copy. M/S UTIITSL scrutinizes the bill and on being satisfied forwards it to Medical Department of Railway.

The bill shall be submitted to the CMS/MD/CMO office which, on being satisfied, shall forward it to associate account for vetting and payment to the hospital. The M/S UTIITSL charges are 2% of the raised bill amount, minimum Rs. 12.50/- maximum Rs. 750/- . This amount shall be deducted from the bill of the hospital.

Annexure –1.7

Escalation Matrix of SMSs in case of no response



S.No. 87

Annexure-2

AGREEMENT

BETWEEN

CMD/CMS/MD/CMO/ ACMS-IN-CHARGE .....

AND

..... Name of the Hospital

This Agreement is made on the _____ day of _____, 20..... between the President of India acting through CMD/CMS/MD/CMO/ ACMS-IN-CHARGE ..... Government of India having its office at ..... (Hereinafter called Railway, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part**

AND

..... *(Name of the Hospital with Address)* of the **Second Part.**

WHEREAS, the Indian Railway Medical Service (IRMS) is providing comprehensive medical care facilities to the Employees / Pensioners and such other categories of beneficiaries as are decided from time to time.

AND WHEREAS, IRMS proposes to provide treatment facilities and diagnostic facilities to the CTSE Beneficiaries in the Private empanelled Hospitals, in ----------(Name of City)

AND WHEREAS, _____ *(Name of the* Hospitals*)* has agreed to give the treatment / diagnostic facilities (As per Annexure – I) to the CTSE Beneficiaries in the Health Care Organization at the rates offered by CGHS for ---------- (name of city):

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

1. DEFINITIONS & 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 all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.

1.1.2 "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.

1.1.3 "Bill Clearing Agency "(BCA) means the agency appointed by IRMS for processing of Data/ Bills of all CTSE beneficiaries (CTSE stands for Cashless Treatment Scheme in Emergency, which has been launched by

Railway for its RELHS Beneficiaries) attending the empanelled Private Hospitals and for making payment.

1.1.4 "Card" shall mean the new 'CTSE Plastic Photo Identity Card' bearing details including Aadhar no. of the beneficiary, issued by any competent authority of Railway Personnel department.

1.1.5 "Card Holder" shall mean a person having the CTSE Card (a specimen of which has been shown to the hospital and a prototype has also been provided).

1.1.6 "CTSE Beneficiary" shall mean a person who is eligible for coverage of CTSE and hold a valid CTSE Identity Card for the benefit. Railway Beneficiary shall mean any person who is eligible to comprehensive medical care by IRMS and has been issued, or whose name is included in, a Medical card issued by competent authority and has not become ineligible on any account.

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

1.1.8 "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.

1.1.9 "Empanelment" shall mean the hospitals, authorized by the Railway for treatment/ investigation purposes for a particular period.

1.1.10 "Hospital" shall mean the _____ *(Name of the Hospital)* while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

1.1.11 "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 CTSE beneficiaries after following certain procedure of inquiry

1.1.12 "Party" shall mean either the Railway or the Hospital and "Parties" shall mean both the Railway and the Hospital.

1.1.13 "CGHS "Package Rate" shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for treatment under emergency 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 patients diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor / consultant visit charges, (viii) ICU / ICCU charges, (ix) Monitoring charges, (x) Transfusion charges and Blood processing charges (xi)Pre Anesthetic checkup and Anesthesia charges, (xii) Operation theatre charges, (xiii) Procedural charges / surgeon's fee, (xiv) Cost of surgical

disposables and all sundries used during hospitalization, (xv) Cost of medicines and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing care charges etc.

Package rates also include two postoperative consultations.

1.1.14 Cost of Implants / stents / grafts are reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower.

1.1.15 In case a beneficiary demands a specific Brand of Stent / Implant and give his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable / not payable by BCA or Railway. This component will be shown distinctly in the bill for sake of transparency.

1.1.16 During In-patient treatment of the CTSE beneficiary, the hospital will not ask the beneficiary or his / her attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items. However, the following items are not admissible for reimbursement/ Payment by BCA/Railway:

- Toiletries
- Sanitary napkins
- Talcum powder
- Mouth fresheners
- Diet charges for patient attendant/s
- Telephone bills
- Any other item as decided by Railway

1.1.17 In cases of conservative treatment / where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates or as per AIIMS rates, if there is no CGHS rate for a particular item.

1.1.18 Package rates envisage up to a maximum duration of indoor treatment as follows:

- Upto 12 days for Specialized (Super Specialties) treatment
- Upto 7 days for other Major Surgeries
- Upto 3 days for Laparoscopic surgeries and
- 1 day for day care / Minor (OPD) surgeries.

However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rate, the additional bill amount may be allowed to the hospital, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 2 visits per day by specialists / consultants) and cost of medicines for additional stay). The circumstances for such extended stay should be supported by relevant medical records and certified as such by hospital.

1.1.19 No additional charge on account of extended period of stay shall be allowed if that extension is assessed to have been necessitated due to Hospital Acquired Infection (HAI), infection as a consequence of surgical procedure/ faulty investigation procedure etc. The decision of Railway will be final in this regard.

1.1.20 The empanelled health Care Organization cannot charge more than CGHS approved rates when a patient is admitted with valid CTSE Card under non- emergency situation from the CTSE beneficiary. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of a specific brand chosen by CTSE beneficiary) shall be considered as unethical practice by the hospital and may lead to cancellation of contract. The same conditions apply for serving railway personnel and their family members whose name is included in Railway Medical Identity Card.

1.1.21 "BCA" shall mean a Third Party Administrator authorized by Railway to process the medical bills raised by hospital or to carry out medical audit.

1.1.22 IRMS has empanelled the ---------- hospital for CTSE scheme for all the specialties for which it has been granted recognition by CGHS. However it reserves the right to refer any of its beneficiaries for a treatment/ procedure which is not available in-house at the local health institution of railway.

1.1.23 For any interaction with Railway the hospital shall be interacting with the signing authority, or one of his authorized officers, of this agreement. However a superior office of the signing authority may call for any report by the hospital.

Annexess- The applicable city specific CGHS rates are attached as annexure 1. The various process flows are also attached as annexes. They shall be deemed to be an integral part of this Agreement. The terms and conditions stipulated in the tender document shall be read as part of this agreement.

2. DURATION OF AGREEMENT

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 another year subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent of both parties.

***Note**: In case the hospital is derecognized by CGHS or the recognition is not extended for any reason then, unless and until specifically allowed by Railway, the Railway empanelment under this agreement shall also be withdrawn.*

Patients already admitted to the hospital during currency of MOU, will however, be continued to be provided treatment, which shall be paid by Railway as per this MOU.

3. CONDITIONS FOR PROVIDING TREATMENT/SERVICES

A. GENERAL CONDITIONS

The hospitals shall be **empanelled for all facilities/services available** in the health care organization **as approved by CGHS** and shall not be empanelled for selected specialties/ facilities.

The Hospitals shall investigate / treat the CTSE beneficiaries only for the emergency condition for which the patient has reported to them. No undue/unnecessary investigation shall be done by the hospital.

It is agreed that CTSE beneficiaries shall be attended to on priority.

For the smooth functioning of the scheme the Second part has agreed to have a good speed internet connectivity, install appropriate card reader, finger print scanner etc. as specified by Railway/BCA. The Second Part shall also send its concerned employees for training/orientation organized by Railway/BCA to familiarize them with the provisions of the scheme.

IRMS has the right to monitor the treatment provided in the Private Hospitals. BCA shall provide training for the whole procedure of registering patient, preparing clinical reports of patient and obtaining authorization of the treatment to the nominated hospital personnel. The process flows attached with this agreement is deemed to be an integral part of this Agreement.

B. ADDITIONAL PROCEDURES/INVESTIGATIONS

The hospital has been empanelled for emergency treatment of the CTSE beneficiaries. For any material / additional procedure / investigation other than the emergency condition for which the authorization was initially given, would require the permission of the competent authority.

Likewise if IRMS refers a patient whether CTSE beneficiary or any other of its beneficiary the treatment given should be confined to the condition for which the patient has been referred by the Railway Health Institution.

C. PROCEDURE WHERE AN CTSE PATIENT REPORTING IN EMERGENCY NEEDS TREATMENT IN A SPECIALITY(s) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The Hospital shall not undertake treatment of cases, reporting to them, in specialties which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to Railway authorities. However in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.

D. CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO RAILWAY

The Hospital shall immediately communicate to Railway about any change in the infrastructure /Shifting of premises of the hospital. The empanelment will be temporarily withheld in case of shifting of the hospital facility to any other location without prior permission of Railway.

E. ANNUAL REPORT

The Hospital will submit an annual report regarding number of admitted CTSE beneficiaries, bills submitted to the Railway and payment received. Annual audit report of the hospitals will also be submitted along with the statement. The Hospital shall submit all the medical records in digital format.

I. MEETINGS

Authorized signatory / representative of the empanelled health care organizations shall attend the periodic meetings held by Railway required in connection with improvement of working conditions and for redressal of grievances.

J. INSPECTIONS

During the visit by Railway officials, including BCA, the empanelled health care organization's authorities will cooperate in carrying out the inspection.

L. NO COMMERCIAL PUBLICITY

The Hospital will not make any commercial publicity projecting the name of Railway or Government of India. However, the fact of empanelment under IRMS shall be displayed at the premises of the empanelled health Care Organization indicating that the charges will be as per CGHS approved rates.

4. TREATMENT IN EMERGENCY

The following ailments may be treated as emergency which is **illustrative only and not exhaustive**, depending on the condition of the patient:

- Acute Coronary Syndromes (Coronary Artery Bye-pass Graft / Percutaneous,Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure / Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stoke Adam attack, Acute Aortic Dissection.
- Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
- Cerebro-Vascular attack-Stokes, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- Acute Abdomen pain.
- Road Traffic Accidents / with injuries including fall.
- Severe Hemorrhage due to any cause.
- Acute poisoning.
- Acute Renal Failure.

- Acute abdomen pain in female including acute Obstetrical and Gynecological emergencies.
- Electric shock. Any other life threatening condition.

In emergency the hospital will not refuse admission or demand an advance payment from the beneficiary or his family member and will provide credit facilities to the patient whether the patient is a serving employee of Railway or a pensioner availing CTSE facilities, on production of a valid Railway Medical Identity card. The refusal to provide the treatment to bonafide Railway Beneficiaries in emergency cases on credit basis, without valid ground, would attract disqualification for continuation of empanelment.

In case of CTSE Beneficiary the nature and appropriateness of the emergency is subject to online verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its own discretion.

The Hospital will intimate all instances of patients (CTSE beneficiaries) admitted as emergencies without prior permission to the Railway authorities / BCA appointed by Railway within the prescribed time.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

CTSE beneficiaries are entitled to facilities of private, semi-private or general ward depending on their pay drawn in pay band/ pension. These entitlements are amended from time to time and the latest order in this regards needs to be followed. The entitlement at present is as follows:-

S. No.	Basic Pension	Entitlement
1.	Upto Rs. 13,950/-	General Ward
2.	Rs. 13,960/- to 19,530/-	Semi-Private Ward
3.	Rs. 19,540/- and above	Private Ward

The CTSE Identity Card will have the entitlement of the patient endorsed. The website shall also be indicating the entitlement at the time of reporting the admission to the Railway and M/s UTIITSL.

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 for payment by Railway or reimbursable. If the patient or his/ her attendant opts for a higher class than admissible under extent rules mentioned above (Para 5), as modified from time to time, the difference in cost of treatment including room charges, procedure and treatment cost, investigations etc would have to be borne by patient's representative. A written declaration to the effect should be taken before such change is carried out and it can be collected from the patient or his / her representative directly by the hospital. This should be indicated distinctly in the bill raised in the interest of transparency.

6. APPROVED RATES TO BE CHARGED

6.1 The empanelled health care organization shall charge from the CTSE beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS and attached as Annexure (rate list), which shall be an integral part of this Agreement. The rates notified by CGHS shall also be available on web site of Ministry of Health & F.W. at http://msotransparent.nic.in/cghsnew/index.asp.

6.2 The package rate will be calculated as specified in the tender document. No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection as a consequence of surgical procedure or due to any improper procedure and is not justified. The decision of Railway will be final in this regard.

6.3 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for CTSE beneficiary under this Agreement shall be as per the latest CGHS rate applicable for the city of _____ (name of the city) list during the validity period of this Agreement. The empanelled health care organization agrees that during the In-patient treatment of the CTSE beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the CGHS which includes the cost of all the items. Appropriate action, including removal from RAILWAY empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams / appointed BCA. The hospital shall agree to charge CGHS rates to Railway Employees / Pensioners on production of valid I-Card / Documentary proof, even though treatment is not sought as Railway beneficiary.

7. MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES

There shall be three classes of patients:

- CTSE Beneficiaries reporting to Hospital directly
- Railway Beneficiaries referred by Railway Hospitals to the empanelled hospital.
- Railway Beneficiaries (other than CTSE members) reporting to Hospital directly

In respect of the CTSE beneficiaries for emergency authorized or otherwise treatment / procedures the services shall be undertaken / provided on credit: No payment shall be sought from them (except for the initial deposit as advised by the Railway time to time) and the bills should be submitted to the BCA and Office of the CMS/Ms-in-charge/MD/CMO of the concerned city. The detailed process flows for both situations are contained in annexes.

For the railway beneficiaries referred by Railway Hospitals to the empanelled hospital the bill shall be processed through the BCA only, only the online identification and 'online authorization' shall not be required.

Railway Beneficiaries (other than CTSE members) reporting to Hospital directly, without any referral letter from Railway, shall be clearing their bills with the hospital themselves; Railway shall not be liable in any way for these bills. However the hospital agrees and undertakes to make the bill as per CGHS rate or hospital rate, whichever is lower.

8. BILL CLEARING AGENCY (BCA)

Bill clearing Agency (BCA) would charge a processing fee @ 2% of claimed amount and service tax thereon with a minimum of Rs.12.50/- and maximum of Rs. 750/- per bill. This amount shall be deducted from the payable amount to the hospital by Railway while making payment to the hospital and the same shall be paid to the BCA by Railway. Railway reserves the right to revise these charges from time to time.

9. NOTIFICATION OF NODAL OFFICERS

Empanelled health care Organizations shall notify two Nodal officers for Railway beneficiaries, one of them being of the rank of Deputy MS/Addl. MS, who can be contacted by Railway beneficiaries in case of any eventuality. Their names and contact details will be notified on web-site.

Likewise Railway shall notify at least two medical officers to authorize the emergency treatment, for the patients admitted in the hospital, and other administrative works for which the hospital can contact these persons. Their names and contact will be displayed on website.

10. INFORMATION TO BE PROVIDED TO THE BCA BY HOSPITALS OF EMERGENCY ADMISSIONS

The Hospital will intimate to the BCA and to Railway within two (2) hours during day time and 4 (four) hours during night time of such admission through the website maintained for the purpose. The identity and eligibility of the patient as CTSE beneficiary shall be confirmed on the website immediately. The authorization for emergency treatment shall be given or denied by the concerned railway Medical officer within 24 hours of the clinical report being submitted by the hospital.

Treatment in no case would be delayed or denied for the reason that authorization by Railway is not forthcoming. The workflow in respect of such patient is attached with this agreement in annexes. Post discharge, the hospital would upload bills and other documents as per requirement of Railway and BCA within seven days.

11. SUBMISSION OF BILLS TO BILL CLEARING AGENCY

In case of CTSE beneficiaries, where credit bills are to be sent to Railway, the Private Empanelled health care Organizations shall submit the physical bill as well as electronic bill to the Bill Clearing Agency for processing of bills.

12. PROCESSING OF CLAIMS/BILLS BY THE BCA

The Hospital shall be expected to upload the bill, on the website, for a particular episode within 7 days of the discharge of the patient.

Bill Clearing Agency (BCA) shall put up a scrutinized statement of the bill within 15 days of submission of the bill by the hospital, as per the extant rules, raising objections if any, on the website. If the hospital has anything to state on the scrutinized statement than it will do so within 2 days, otherwise it will be presumed that hospital agrees with the scrutinized statement.

Once the BCA and hospital has come to an agreement on the amount of bill to be paid, BCA shall submit it to MD/CMS/CMO office. The Hospital shall submit the physical copy of the corrected bill to BCA for submission to MD/CMS/CMO office. MD/CMS/CMO office shall raise query/ objections, if any, within 4 working days.

After approval MD/CMS/CMO office shall submit the bill to associate Accounts Department (within 15 working days of clearing of last query). Account Department will pass the bills and make the payment to the hospital and BCA within 15 working days. BCA fee is 2% of the amount of the bill raised by the hospital (minimum Rs. 12.50 and maximum Rs. 750).

Note: - *The process flows charts in emergency situation, non-emergency situation etc. attached as annexes to this agreement.* The patient may be from some railway unit other than the agreement signing unit but the bill shall be cleared by the assigned Railway Health Institution and associate accounts department. If required the local accounts shall raise a debt note to the concerned railway accounts unit later.

Railway reserves the right to make recoveries, if any, from future bills of hospitals as the case may be.

The BCA during the course of the auditing will restrict the claims as per CGHS rules and regulations. BCA will also examine in terms of:

(a) Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
(b) Whether the planned treatment is shown as emergency treatment.
(c) Whether the diagnostic, medical or surgical, procedures that were not required were conducted by hospital including unnecessary investigations.

(d) Maintaining database of such information of CTSE and railway beneficiaries for future use.

(e) Whether the treatment procedures have been provided as per the approved rates and the packages.

(f) Whether procedures performed were only those for which permission has been granted.

The BCA shall record their findings and intimate the same to the Private Hospital concerned with a copy endorsed to Railway authority of the city.

13. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital.

14. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS.

It shall be the duty and responsibility of the empanelled Hospital 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".

15. NON ASSIGNMENT

The empanelled Hospital shall not assign, in whole or in part, its obligations to perform under the agreement, except with the Railway's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the Railway. Any such assignment shall not relieve the Hospital from any liability or obligation under this agreement

16. EMPANELLED HEALTH CARE ORGANIZATION'S INTEGRITY AND OBLIGAITONS DURING AGREEMENT PERIOD

The empanelled 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 the Railway. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

17. PERFORMANCE BANK GUARANTEE (PBG)

Health Care Organizations that are recommended for empanelment after the initial assessment shall also have to furnish a performance Bank Guarantee worth Rs. 5 Lakh valid for a period of 30 months i.e. six month beyond empanelment period to ensure efficient service and to safeguard against any default. (PBG for charitable

Organizations would be 50% of above amount). In case of single specialty hospitals it PBG shall be worth Rs. 1 Lakh only.

18. FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELLED ORGANIZATIONS

In case of any violation of the provisions of the MOA by the health care Organizations empanelled under Railway such as:

1. Refusal of service,
2. Undertaking unnecessary procedures,
3. Prescribing unnecessary drugs/tests
4. Over billing,
5. Reduction in staff/ infrastructure/ equipment etc. after the hospital/ has been empanelled.
6. Non submission of the report, habitual late submission or submission of incorrect data in the report
7. Refusal of credit to eligible beneficiaries and direct charging from them.
8. If not recommended by NABH/NABL/QCI at any stage
9. Discrimination against Railway beneficiaries vis-à-vis general patients
10. De-empanelment by CGHS.

The amount of Performance Bank Guarantee will be forfeited and the Railway shall have the right to de-recognize the health Care Organization as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams at random. The decision of the Railway will be final.

19. LIQUIDATED DAMAGES

- The Hospital shall provide the services as per the requirements specified by the Railway in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the CTSE Beneficiaries or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee will be charged as agreed Liquidated Damages by the Railway, however, the total amount of the Performance Bank Guarantee will be maintained intact being a revolving Guarantee.

- In case of repeated defaults by the Hospital the total amount of Performance Bank Guarantee will be forfeited and action will be taken for removing the Health Care Organization from the empanelment of Railway as well as termination of this Agreement.

- For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the Railway shall have the right to issue a written warning to the health Care Organization not to do so in future. The recurrence, if any, will lead to De-recognition from Railway.

20. TERMINATION FOR DEFAULT

The Railway 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:

20.1 If the empanelled Hospital 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 Railway pursuant to Condition of Agreement or if the Health Care Organization fails to perform any other obligation(s) under the Agreement.

20.2 If the Hospital in the judgment of the Railway has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

20.3 In case of any wrong doings as specified in Memorandum of Agreement by one hospital Railway reserves the right to remove all empanelled hospitals of that particular group from its empanelled list of hospitals.

21. INDEMNITY

The empanelled Hospital shall at all times, indemnify and keep indemnified Railway / 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 Health Care Organization in execution of or in connection with the services under this Agreement and against any loss or damage to Railway / the Government in consequence to any action or suit being brought against the Railway / the Government, along with (or otherwise), Health Care Organization as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Health Care Organization will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the Railway from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

The Health care Organization will pay all indemnities arising from such incidents without any extra cost to Railway and will not hold the Railway responsible or obligated. Railway / the Government may at its discretion and shall always be entirely at the cost of the Health Care Organization defend such suit, either jointly with the Health Care Organization enter or singly in case the latter chooses not to defend the case

22. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Railway and the Hospital, upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the CMD of the zone (In case of PU, neighboring zone) who will give written award of his decision to the Parties. The decision of the CMD will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at the city of CMD office.

23. MISCELLANEOUS

23.1 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 Railway and the Health Care Organization. The Health care Organization shall work or perform their duties under this Agreement or otherwise.

23.2 The Health care Organization agrees that any liability arising due to any default or negligence in not represent or hold itself out as agent of the Railway.

23.3 The Railway will not be responsible in any way for any negligence or misconduct of the Health Care Organization and its employees for any accident, injury or damage sustained or suffered by any IRMS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect and / or deficiencies in rendering such services.

23.4 The Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.

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

23.6 Should the Hospital get wound up or partnership is dissolved, the RAILWAY 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 Health care Organization during the period when the Agreement was in force.

23.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

24. OTHER SERVICES TO BE PROVIDED

The empanelled **Private Health Care Organization** will, on the request of RAILWAY, agree to provide training to RAILWAY medical, Para-medical and nursing staff.

25. EXIT FROM THE PANEL

The Rates fixed by the CGHS for the city of _____ (name of the city) shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empanelled health care Organizations, or for any other reason, the health care Organization no longer wishes to continue on the list under Railway, it can apply for exclusion from the panel by giving one month notice. Patients already admitted shall continue to be treated as per agreed rates between the two parties.

26. NOTICES

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

Railway: CMS/MD/CMO/ACMS-IN-CHARGE .....

Hospital with address:

(.....)

26.2 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.

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

CMS//MD/CMO/ ACMS-IN-CHARGE
..... Railway Hospital
.....
For and on behalf of
The President of India

In the Presence of
(Witnesses)

1.

2.

Signed by

For and on behalf of (Hospital)
Duly authorized vide Resolution No. ..... dated .....
of (name of Hospital)

In the presence of
(Witnesses)

1.

2.