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MOU-II
AGREEMENT
BETWEEN

PRINCIPAL CHIEF MEDICAL DIRECTOR, EAST COAST RAILWAY
AND
HI-TECH MEDICAL COLLEGE & HOSPITAL, BHUBANESWAR

This Agreement is made on the 7th day of May 2018, 2018 between the President of India acting through Principal Chief Medical Director, East Coast Railway, Government of India having its office at 2nd Floor, North Block, Rail Sadan, Chandrasekharapur, Bhubaneswar-751017 (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

Hi-Tech Medical College & Hospital, Health Park, Pandara, Bhubaneswar-751025 of the **Second Part**.

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

AND WHEREAS, Indian Railway Medical Service (IRMS) proposes to provide treatment facilities and diagnostic facilities to the Railway Medical beneficiaries in the Private empanelled Hospitals in Bhubaneswar

1/13
Compared with
Draft Agreement

प्रमुख चिकित्सा निदेशक
Principal Chief Medical Director
East Coast Railway

Sr. S.O. (Finance)
(Finance)

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Pandara, Bhubaneswar-751025

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

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D 089776

AND WHEREAS, HI-Tech Medical College & Hospital, Bhubaneswar has agreed to give the following treatment/diagnostic facilities to the Railway Beneficiaries at the rates offered by CGHS, BHUBANESWAR (2014-Non-NABH) or hospital rate whichever is lower and for items which are not covered under CGHS, BHUBANESWAR (2014-Non-NABH) list, as per rates of nearest CGHS city or CGHS/Delhi whichever is lower & items not covered in nearest CGHS city list and Delhi list, as per AIIMS rate list & for items not covered under CGHS list as well as AIIMS list, as per hospital rates with agreed discount i.e. 10% on non-CGHS listed items & a discount of 5% on drugs & disposables:

(i) ICU & Critical Care, (ii) Emergency treatment in Cardiology & Cardiothoracic Surgery, (iii) Vascular Surgery, (iv) Neurology, (v) Neuro-surgery, (vi) Nephrology including Dialysis, (vii) Urology, (viii) Renal Transplantation, (ix) Orthopaedics including Joint replacements, (x) Trauma Care, (xi) Gastroenterology and GI Surgery, (xii) Obstetrics & Gynaecology emergencies, (xiii) Laparoscopic surgeries in General Surgeries and O&G Specialty, (xiv) General Surgical & Medical emergencies, (xv) Paediatric emergencies, Paediatric Surgery, Neonatology & NICU, (xvi) Ophthalmology – treatment of diseases of Eye such as vitreo-retinal/Squint/Complex corneal surgeries, Eye injuries, occulo-plastic surgeries, ocular malignancies & other Eye conditions treatment for which are not available in Railway hospitals, (xvii) ENT, (xviii) Burns & Plastic Surgery, (xix) Haematology, (xx) Chest diseases, (xxi) Endocrinology, and (xxii) Emergency cases of any nature.

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.

Principal, HITECH Medical College & Hospital

2/13
Compared & Verified
Draft Agreement

Chief Operating Officer
HITECH Medical College & Hospital

- 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 Processing Agency" (BPA) means the agency appointed by IRMS for processing of Data/Bills of all Railway Beneficiaries referred by it and 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 without being referred by it and for making payment.
- 1.1.4 "Card" shall mean the new 'CTSE Plastic Photo Identity Card' bearing details including Aadhaar no. of the beneficiary, issued by any competent authority of Railway Personnel department. MIC shall mean 'Medical Identity Card' issued by any competent authority of Railway Personnel department, bearing the name of the Railway Employee or ex-Railway Employee and their family members.
- 1.1.5 "Card Holder" shall mean a person having the CTSE Card (a specimen of which will be shown to the hospital once available along with provision of one prototype). In addition, there will be two more types of cards that the hospital may be presented with by Railway beneficiaries – MIC of serving employees and MIC of RELHS beneficiaries.
- 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/ investigations purposes for a particular period.
- 1.1.10 "Hospital" shall mean the Hi-Tech Medical College & Hospital, Bhubaneswar while performing under this Agreement providing medical investigation, treatment and the health care 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 patient's 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-Anaesthetic check-up and Anaesthesia 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.

- 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 BPA or Railway. This component shall be shown distinctly in the bill for sake of transparency.
- 1.1.16 During in-patient treatment of the Railway 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 BPA/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 the 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/BPA 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 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 the CTSE beneficiary) shall be considered as unethical practice by the hospital and may lead to cancellation of contract. The same conditions apply for serving and other retired Railway personnel and their family members whose name is included in the Railway Medical Identity Card.
- 1.1.21 "BPA" 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 Hi-Tech Medical College & Hospital, Bhubaneswar for CTSE Scheme for the specialty (i) ICU & Critical Care, (ii) Emergency treatment in Cardiology & Cardiothoracic Surgery, (iii) Vascular Surgery, (iv) Neurology, (v) Neuro-surgery, (vi) Nephrology including Dialysis, (vii) Urology, (viii) Renal Transplantation, (ix) Orthopaedics including joint replacements, (x) Trauma, (xi) Plastic Surgery, (xii) Ophthalmology, (xiii) ENT, (xiv) Dermatology, (xv) Gynaecology, (xvi) Paediatrics, (xvii) Radiology, (xviii) Anesthesiology, (xix) Geriatrics, (xx) Palliative Care, (xxi) Hematology, (xxii) Oncology, (xxiii) Infectious Diseases, (xxiv) Immunology, (xxv) Endocrinology, (xxvi) Rheumatology, (xxvii) Nephrology, (xxviii) Cardiology, (xxix) Neurology, (xxx) Psychiatry, (xxxi) Dermatology, (xxxii) Ophthalmology, (xxxiii) ENT, (xxxiv) Radiology, (xxxv) Anesthesiology, (xxxvi) Geriatrics, (xxxvii) Palliative Care, (xxxviii) Hematology, (xxxix) Oncology, (xl) Infectious 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1.1.23 For any interaction with Railway, the hospital shall be interacting with 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.

The applicable rates are as prescribed under CGHS, BHUBANESWAR (2014-Non-NABH) which is available in the CGHS website or hospital rate whichever is lower and for items which are not covered under CGHS-2014-Non-NABH-BHUBANESWAR list, as per rates of nearest CGHS city or CGHS/Delhi whichever is lower & items not covered in nearest CGHS city list and Delhi list, as per AIIMS rate list & for items not covered under CGHS list as well as AIIMS list, as per hospital rates with agreed discount i.e. 10% on non-CGHS listed items & a discount of 5% on drugs & disposables. The various process flows are attached as per annexure. They shall be deemed to be an integral part of this agreement. The terms & 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 1 (one) year w.e.f. 12.03.2018 to 11.03.2019 or till it is modified or revoked, whichever is earlier. The agreement may be extended for another year subject to fulfilment 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 identified specialties which are not available or not possible to be dealt in Railway Hospital.

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

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

For the smooth functioning of the scheme, the Second part has agreed to have good internet connectivity, install appropriate card reader, finger print scanner etc. as specified by Railway/BPA. The second part shall also send its concerned employees for training/orientation organised by Railway/BPA 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

B ADDITIONAL PROCEDURES/ INVESTIGATIONS

The hospital has been empanelled for treatment of the Railway beneficiaries as well as CTSE beneficiaries. For any material/ additional procedure/ investigation other than the condition/ 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 should be confined to the condition for which the patient has been referred by the Railway Health Institution.

C PROCEDURE WHERE A CTSE/ RAILWAY BENEFICIARY REPORTING IN EMERGENCY NEEDS TREATMENT IN A SPECIALTY(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 the 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/ Railway beneficiaries, bills submitted to the Railway and payment received. Similar report for the referred patients treated by the hospital may also be submitted. 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.

F. 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.

G. INSPECTIONS

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

H. 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 Bypass 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.

- Cerebro-Vascular attack-strokes, 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.
- Electrical shock.
- Any other life threatening condition.

In emergency, the hospital will not refuse admission or demand an advance payment from the Railway beneficiary or his/ her family member(s) 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 (Railway beneficiaries / CTSE beneficiaries), admitted as emergencies without prior permission, to Railway Authorities within the prescribed time.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

The Railway beneficiaries / 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 regard needs to be followed. The entitlement at present is as follows:

SN.	Pre-revised Basic Pay excluding Grade Pay	Entitlement
01	Upto ₹. 13,950/-	General Ward
02	₹.13,960/- to 19,530/-	Semi-Private Ward
03	₹.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 / BPA. For the patients referred by Railway, the entitlement of ward shall be endorsed on the referral letter itself.

- 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.
- 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.
- 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

6. APPROVED RATES TO BE CHARGED

- 6.1 The empanelled health care organization shall charge from the Railway beneficiary as per the rates for a particular procedure / package deal as prescribed under CGHS, BHUBANESWAR (2014-Non-NABH) which is available in the CGHS website or hospital rate whichever is lower for the period 12.03.2018 to 11.03.2019 and for items which are not covered under CGHS, then hospital rates with agreed discount i.e. 10% on non-CGHS listed items, 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 & Family Welfare at <http://msotransparent.nic.in/cghsnew/index.asp>.
- 6.2 The package rate will be calculated as specified above. 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 Railway beneficiary under this Agreement shall be as per the CGHS-BHUBANESWAR-2014 rates applicable for the city of Bhubaneswar list during the validity period of this agreement. The empanelled health care organization agrees that during the in-patient treatment of the Railway 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 team / 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 referred 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 and the bills should be submitted to the BPA and Office of the CMS / MD of the concerned city.

For the Railway beneficiaries referred by Railway Hospital to the empanelled hospital, the bill shall be processed through the BPA 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 bills as per CGHS rate or hospital rate, whichever is lower.

8. BILL PROCESSING AGENCY (BPA)

Bill Processing Agency (BPA) 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 BPA by Railway. Railway reserves the right to revise these charges from time to time in case of revision by CGHS or even otherwise.

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

The Hospital will intimate to the BPA and to Railway within 2 (two) 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. Post discharge, the hospital would upload bills and other documents as per requirement of Railway and BPA within seven days.

11. SUBMISSION OF BILLS TO BILL PROCESSING AGENCY

In case of CTSE beneficiaries, where credit bills are to be sent to Railway, the Private Empanelled Healthcare Organization shall submit the electronic bill to the Bill Processing Agency and Physical bill to the concerned CMS/MD office for processing of bills.

In case of Referred patients where credit bills are to be sent to Railway, the Private Empanelled Health Care Organization shall submit the electronic bill to the Bill Processing Agency and Physical bill to the concerned CMS/MD office for processing of bills.

12. PROCESSING OF CLAIMS/ BILLS BY THE BPA

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

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

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

Note:- The process flow charts in emergency situation, non-emergency situation, referred patients 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 debit note to the concerned Railway Accounts Unit later.

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

The BPA during the course of 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.

13. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital by Railway or its nominated agency.

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 ORGANISATION'S INTEGRITY AND OBLIGATIONS 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 valid for a period of 18 months i.e. six months beyond empanelment period to ensure efficient service and to safeguard against any default.

For this purpose, Hi-Tech Medical College & Hospital, Bhubaneswar (the empanelled Health Care Organization) has furnished the Bank Guarantee of Rs.2,00,000/- bearing no. 00004IG180000005 dated 13.03.2018 valid till 12.03.2020 on a Non-judicial Stamp Paper from Indian Bank, Bhubaneswar Branch, 32, Janapath, Askok Nagar, Bhubaneswar - 751009.

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

In case of any violation of the provisions of the MoU by the health care organizations empanelled under Railways such as:

1. Refusal of service
2. Undertaking unnecessary procedure
3. Prescribing unnecessary drugs/ test
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

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

- a. The empanelled 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 (and referred patient) 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.
- b. In case of repeated defaults by the empanelled 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.
- c. For overbilling and unnecessary procedures, the extra amount so charged will be deducted from the pending/ future bills of the empanelled 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 obligations(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 and BPA 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

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 PCMD of the zone who will give written award of his decision to the Parties. The decision of the PCMD 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 PCMD office i.e. Bhubaneswar.

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 Bhubaneswar 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: Principal Chief Medical Director, East Coast Railway, 2nd Floor,
North Block, Rail Sadan, Chandrasekharapur, Bhubaneswar –
751017.


Hospital with address: Hi-Tech Medical College & Hospital, Health Park, Pandara,
P.O.-G.G.P Colony, Rasulgarh, Bhubaneswar-751025

- 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 is returned with remarks like refused, left, premises locked, etc.

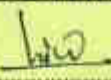

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed on the day, month and the year first above mentioned.

Signed by

Principal Chief Medical Director
East Coast Railway
Bhubaneswar
For and on behalf of
The President of India


Principal Chief Medical Director
East Coast Railway
Bhubaneswar

In the presence of (Witnesses)


1.  Dr. H.S. Bonik ACMD/TH
2.  S.K. Sahani, OI

Signed by

Mr. Jyotirmaya Panda, Chief Operating Officer
For and on behalf of Hi-Tech Medical College & Hospital, Bhubaneswar
Duly authorized vide Resolution No dated 14.09.16
of Hi-Tech Medical College & Hospital, Bhubaneswar


Chief Operating Officer
Hi-Tech Medical College & Hospital
Bhubaneswar

In the presence of (Witnesses)

1.  Sanjit Bala
2.  Birwadeep Sen

Compared with Mailed
11/11 Draft Agreement


14/09/16

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 wait. The CTSE card contains all relevant information in the form of barcode/QR code also.

As per instructions in the MoU the hospital logs on to the website maintained by M/s UTITSL 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.

Hospital prepares a clinical report of the patient preferably 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.

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.

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

Hospital raises the bill of investigations and treatment given till that time. After depositing 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 the subsequent duration will be paid by the patient at rates decided in MoU.

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 UTITSL.

M/s UTITSL 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 not been further explained in document 2.

प्रमुख मन्त्र विभाग निदेश

Compared to
Draft Approved

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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



There are instructions that the hospital should log on to the website maintained by M/S UTITSL 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.



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.



M/S UTITSL 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.



Online and physical copy of M/S UTITSL cleared bill shall be submitted to the CMS/MD/CMD 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 UTITSL 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

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Compared with
Draft Agreement

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Backend process flow for establishing the proposed system

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

↓
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.

↓
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 UTITSL to generate the new CTSE photo-identity card 3. M/S UTITSL 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 UTITSL shall issue the new Plastic Photo Identity Card to each beneficiary through speed post.

↓
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.

↓
M/S UTITSL 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 UTITSL database shall communicate periodically with ARPAN database and update itself.

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


Principal Medical Officer
Railway Medical Services
East Zone, Bhubaneswar

Compared with Medical
Draft Agreement


08/05/18


Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rajulgarh, Bhubaneswar-75

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.

Chief Operating Officer
H. L. Choudhary
Health Park, Rasulpur, Bhubaneswar-751025

Chief Operating Officer
H. L. Choudhary
Health Park, Rasulpur, Bhubaneswar-751025

Copy of this document
to be placed in the
file of the patient.

St. S. Choudhary
08/05/18
Finance

Annexure-1.5

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.



ମମୁଜ ମୁଜା ବିଶିଷ୍ଟା ମିଶ୍ର
Principal Chief Medical Director
ସୁପ୍ରିମା ହସ୍ପିଟାଲ, ପୁରୀ
East Gate, Bhubaneswar-75

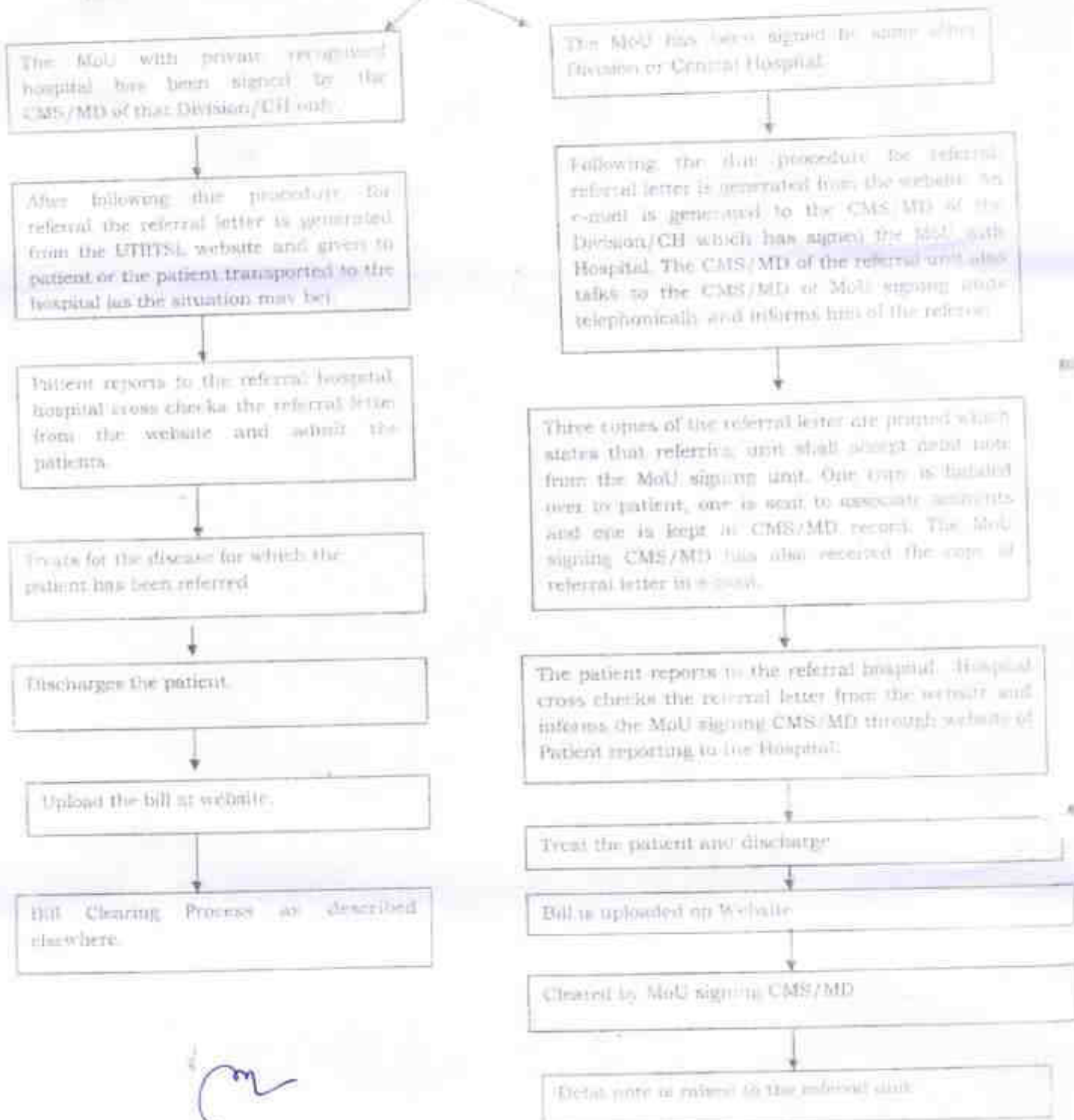


Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-75


G. S. Suman

Process Flow of Referral of Patients.

Patient reports to a Railway Health Institute. The Medical Officer (M.O.) feels that the patient needs medical attention at a private recognised hospital.

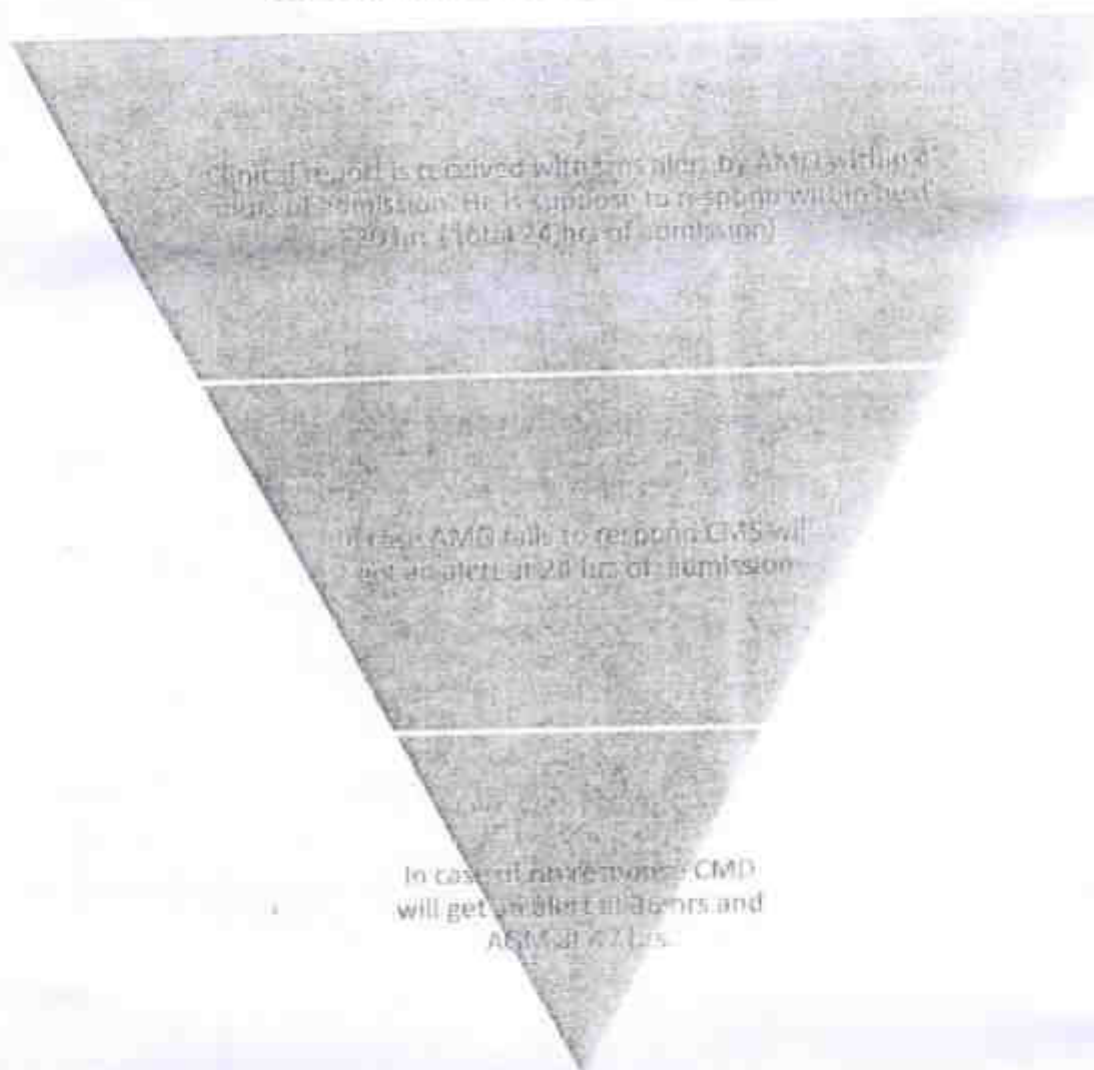


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 Personal Copy Medical Officer
 31.12.2023, 10:00 AM
 East Coast Ry. Station - Var

Compared with Medical
 Drak Agreement

Medical Officer
 Referral & Hospital

Escalation Matrix of SMS in case of no response



CM

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-751013

CM

Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-751013

Comptroller & Auditor
Dr. Ag. Bhubaneswar

CM
Sr. S.O. Finance
08/05/18