

AGREEMENT

BETWEEN

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 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(Name of the Zonal Railway/ Division with Address) 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,(Name of the Zonal Railway/ Division) proposes to provide treatment facilities and diagnostic facilities to the Railway Beneficiaries in the private empanelled hospitals, in -----(Name of City)

AND WHEREAS, *(Name of the private hospital)* has agreed to give the following treatment/ diagnostic facilities to the Railway Beneficiaries at the rates offered by CGHS -----
----- (name of city) or hospital rate whichever is lower and for rates which is not covered under CGHS then hospital rates with agreed discount:

.....
.....
.....

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 "Railway Medical Card" shall mean the RMA Card issued by the Railway Authorities.

1.1.4 "RMA Card holder" shall mean a person having a Railway Medical Card.

- 1.1.5 "Railway Beneficiary" shall mean a person who is eligible for coverage of Medical Services provided by railways.
- 1.1.6 "Coverage" shall mean the types of persons to be eligible as the beneficiaries of the Railway health services, subject to the terms, conditions and limitations.
- 1.1.7 "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.
- 1.1.8 "Empanelment" shall mean the hospitals, authorized by the Railway for treatment/ investigation purposes for a particular period.
- 1.1.9 "Hospital" shall mean the _____ (*Name of the private hospital*) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.10 "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 Railway beneficiaries after following certain procedure of inquiry.
- 1.1.11 "Party" shall mean either the Railway or the Hospital and "Parties" shall mean both the Railway and the Hospital.
- 1.1.12 "CGHS Package Rate" shall mean all inclusive – including lump sum cost of inpatient treatment/ day-care/ diagnostic procedure for which a Railway beneficiary has been permitted by the competent authority or 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 pre operative and two post operative consultations.

Cost of implants/ stents/ grafts is reimbursable in addition to Package Rates as per CGHS ceiling rates or as per actual, whichever is lower.

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 Railway.

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:

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

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 of nearest city or as per hospital rates, whichever is less and if no CGHS rates then hospital rates (with discount as fixed).

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 / Elective Angioplasty / Normal Delivery
- 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, in exceptional cases, supported by relevant medical records and certified as such by hospital, 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 per visit by specialists / consultants) and cost of medicines for additional stay).

No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/ faulty investigation procedure etc.

The empanelled hospital cannot charge more than CGHS approved rates when a patient is admitted with valid Railway Medical Card with prior permission or under emergency. 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 Railway beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospital.

If any empanelled hospital charges from Railway beneficiaries for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc. which are purchased from external sources, based on the specific authorization of treating doctor/ staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.

Annexures- The applicable city specific CGHS rates are attached as Annexure. They shall be deemed to be an integral part of this Agreement. The terms and conditions stipulated in the tender document/ EOI 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.

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 Hospitals.

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

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

Railway has the right to monitor the treatment provided in the empanelled hospitals.

B. AUTHORIZATION LETTER FOR TREATMENT

The treatment/ procedure shall be performed on the basis of the authorization letter issued by the CMS/MD/CMO/ ACMS-IN-CHARGE in case of serving employees / pensioners.

C. INVESTIGATIONS PRIOR TO ADMISSION

All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package.

D. ADDITIONAL PROCEDURES/INVESTIGATIONS

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

E. PROCEDURE WHERE REFERRED CASE NEEDS TREATMENT IN A SPECIALTY (S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The empanelled hospital shall not undertake treatment of referred cases 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 Railway/Government/Empanelled Hospital under intimation to Railway Authorities. However, in such cases, the empanelled hospital will charge as per the CGHS rates only for the treatment provided.

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

The Hospital shall immediately communicate to Railway Authorities about any change in the infrastructure /Shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of Railway. The new establishment of the same Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

G. ANNUAL REPORT

The Hospital will submit an annual report regarding number of admitted Railway 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.

H. 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.

I. INSPECTIONS

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

J. 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 IRMD 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 empanelled hospital will not refuse admission or demand an advance payment from the Railway beneficiary or his family member(s) and will provide credit facilities to the patient whether the patient is a serving employee or a pensioner, on production of a valid Railway Medical Card and the hospital shall submit the bill for reimbursement to the concerned Railway Authorities. The refusal to provide the treatment to bonafide Railway beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment.

The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its own direction.

The Hospital will intimate all instances of patients admitted as emergencies without prior permission to Railway Authorities within the prescribed time.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

The entitlements for various types of wards to the Railway beneficiaries shall be the same as in the case of CGHS beneficiaries. Accordingly, Railway 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 issued by M/o H&FW needs to be followed. The entitlement is as follows:-

SN.	Pay drawn in Pay Band/ Basic Pension	Entitlement
01.	Upto Rs.13,950/-	General Ward
02.	Rs.13,960/- to 19,530/-	Semi-Private Ward
03.	Rs.19,540/- and above	Private Ward

- 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.

6. APPROVED RATES TO BE CHARGED

The empanelled hospital shall charge from the Railway 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 & Family Welfare at

<http://msotransparent.nic.in/cghsnew/index.asp> or as per agreed rates with Railways whichever is lower.

The package rate will be calculated as specified in the tender document/ EOI. 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 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 latest CGHS rate 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 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. The hospital shall agree to charge CGHS rates to Railway beneficiaries on production of valid I-Card / Documentary proof, even though treatment is not sought as referred Railway beneficiary but they are attending in emergency.

7. MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES

In respect of the referred Railway beneficiaries, services shall be undertaken/ provided on credit. No payment shall be sought from them and the bills should be submitted to the Office of the CMS/MD/CMO/ ACMS-IN-CHARGE of the concerned Division/Zonal Railway.

8. MEDICAL AUDIT OF BILLS

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

9. 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".

10. 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.

11. EMPANELLED HEALTH CARE ORGANIZATION'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.

12. 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 30 months i.e. six months beyond empanelment period to ensure efficient service and to safeguard against any default:

Hospitals/Cancer Units Rs.10.00 lac

In case of CGHS empanelled private hospitals already empanelled by Railways, they shall submit a new Performance Bank Guarantee after the validity of the existing performance guarantee is over.

13. 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 incorrect data in the report
7. Refusal of credit to eligible beneficiaries and direct charging form them.
8. If not recommended by NABH/NABL/QCI at any stage.
9. Discrimination against Railway beneficiaries vis-à-vis general patients

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.

14. 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 Railway beneficiaries or defective service and negligence, the amount equivalent to 5% 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 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 over-billing 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 the stoppage of referral to that particular Health Care Organization or De-recognition from Railways.

15. 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:

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.

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

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.

16. 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.

17. 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.

18. MISCELLANEOUS

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.

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.

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 Railway 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.

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.

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

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.

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

19. OTHER SERVICES TO BE PROVIDED

The empanelled hospital will, on the request of RAILWAY, agree to provide training to RAILWAY medical, Para-medical and nursing staff.

20. EXIT FROM THE PANEL

The Rates fixed by the CGHS for _____ (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.

21. NOTICES

21.1 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:

(.....)

21.2 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.