(91)

GOVERNMENT OF INDIA (भारत सरकार)
MINISTRY OF RAILWAYS (रेल मंत्रालय)
(RAILWAY BOARD)

No. 2014/H /28/1/smart card/Part A

Dated: 14.07.2016

General Manager,
All Indian Railways,
[redacted],

GM/CAO/DG
All Production Units, NAIR & RDSO

Sub: Policy letter on cashless treatment scheme in emergency (CTSE) in empanelled hospitals for retired employees and their dependent family members.

Railway provides Comprehensive Health Care Facilities to its beneficiaries through its health Institutions along with referrals to recognized hospitals whenever necessary. The beneficiaries, among others, include retired employees and their dependent family members. Large no. of retired beneficiaries live in the newly developed suburbs of various cities throughout India. These parts of the city are often far away from the established Railway Health Institutions. In this scenario the RELHS beneficiaries coming to Railway Health Institutions in routine is acceptable, however in emergency situations, precious time is lost in travel to the railway hospital.

To overcome this problem, Railway Board has decided to roll out a "Cashless treatment scheme in empanelled hospitals for retired employees and their dependent family members in emergency situations" (CTSE). The empanelled hospital shall give necessary treatment in emergencies (defined in the draft agreement or DA) and raise the bill directly to Railway authorities; provided the identity and eligibility of the patient is established as CTSE beneficiary and emergency is certified by designated Railway Medical Authority (RMA). To implement this scheme on the ground, a system will have to be developed with provisions which are summarized as follows:-

(i) It should be possible for the retired employee/dependant family member to establish their identity and eligibility under the scheme, reasonably beyond doubt to the private/referral hospital.

(ii) The hospital should be able to communicate to the local Railway medical authorities sufficient medical data through internet/phone to establish the emergency, to get an authorization to treat the patient on railway account.

(iii) The bills raised by hospitals should be as per the mutually agreed rates.

(iv) This scheme should work seamlessly on pan India basis, i.e. any retired beneficiary retiring from anywhere , settling in any city or moving from place to place, should be able to get emergency medical facility anywhere in India, in any of the recognized hospitals without the need of formal referral from the local railway medical authorities.

Note: To gain experience and smoothen out the possible hiccups, initially the scheme shall be launched in four metro cities; Delhi Urban Agglomeration (UA) or Delhi NCR, Mumbai (UA), Kolkata(UA) and Chennai (UA) as a pilot scheme for one year. The term 'Urban Agglomerate' includes the metro city and its suburbs, not necessarily restricting to municipal limits of the metro concerned.

To achieve the above objectives, it has been decided to issue such RELHS beneficiaries (retired employees and their dependent eligible family members, registered in these four cities at present) who are willing to become member of the new scheme, individual 'CTSE Plastic Photo Identity Card' (CTSE Card). This new CTSE card and scheme will have the following features:-

(a) The new CTSE card should have relevant demographic detail of the beneficiary, i.e. name, date of birth, date of retirement of the ex-employee, photograph, address, PPO number, last pay drawn, designation at the time of retirement, Office from which retired, health unit/hospital at which RELHS card is registered, relation to the ex- employee etc. Since identification of beneficiary can be established quickly in real time by Aadhar No. , it should also have Aadhar no. of

the beneficiary. Accordingly, RELHS beneficiaries wishing to join CTSE shall be required to provide Aadhar Number as in absence of Aadhar Number establishing identity may consume precious time. To protect confidentiality of the beneficiary only certain part of this entire information (to the extent required) shall be printed in language. The remaining part shall be available in barcode/QR code which will be printed on the card.

(b) The hospital should be able to communicate with the Railway authorities on real time basis. M/s UTIITSL has been authorized to develop a website to facilitate this. Address of the website shall be communicated in due course.

(c) The new CTSE card shall be valid throughout the country and the website shall also be accessible from every part of the country.

(d) The list of referral hospital shall be available on website and should be updated regularly by zonal railways and should be visible to all beneficiaries.

(e) It is also to be noted here that CTSE is a new and additional scheme; even without the new CTSE Identity card, all the existing facilities will continue to be available to the RELHS beneficiaries as before.

(f) The prerequisite to join CTSE shall be the membership of RELHS. For this purpose the option to join RELHS now, for the already retired employees, is again thrown open. Such retired employees will have to complete all the formalities and deposit required fees with concerned personnel department office.

The outline of the CTSE scheme is as follows:-

The website will be maintained by the M/s UTIITSL, which will be operational round the clock, throughout the year. The website will have various modules:

(i) List of recognized hospitals, zone, state, city and area wise, along with information on the services/ specialties for which the hospital is recognized. Medical Department, at every zonal HQ shall provide the list of recognized hospital within their jurisdiction to the agency maintaining the site online.

(ii) The authorized persons from the Railway administration shall be able to log on to the site with unique id and password and perform various functions like updating the list of hospitals, type of treatments for which the hospital is recognised, authorize treatment, correspond with M/S UTIITSL and communicate with hospitals etc.

(iii) The recognized hospitals will also be having access to the site with a unique id and password to establish the identity and eligibility of the patient reporting to them, communicate with the Railway medical authorities, correspond with M/S UTIITSL, raise bills etc.

(iv) M/S UTIITSL shall enter into an MoU with Unique Identification Authority of India (UIDAI). At the backend the website shall verify the identity of the patient by matching the biometrics (primarily fingerprint only and retinal scan if and when required) with the biometrics stored at the UID website through Aadhar no.

(v) The basic data, with Aadhar number being the key and the unique CTSE registration nos., of all beneficiaries, shall be stored at the website. Ideally, the initial identification of the beneficiary at the time of presenting to the hospital should be through comparison of the patient's fingerprints (at the hospital's finger print reader) to the UIDAI website stored biometric parameters itself. However, though there may be times when this is not possible, in such cases also the hospital can start the treatment. However, it will be the duty of the hospital to establish the identity of the patient through the biometrics (as described above) or otherwise before discharge. In absence of this verification, it will not be considered authorized treatment by Railways. In these cases it will be incumbent upon hospital to prove the emergency and get authorization of Medical Emergency from RMA.

(vi) In every case, the hospital will take the fingerprint of the patient treated in the case sheet, so that random checks may be conducted by Railway, whenever required.

(vii) The data base of the beneficiaries shall be provided to M/S UTIITSL by the Personnel Department. It is envisaged that all the Sr. DPOs shall be updating the

data base at ARPAN and the data base at M/S UTIITSL shall be updated and matched daily (or at a frequency as decided by railway) with ARPAN, at a fixed time, online. The updating of the data base of ARPAN shall be done by railway with help of M/S UTIITSL as spelled out in detail in 'Online and Offline mode of CTSE ID Card Application and Issue'.

(viii) M/S UTIITSL shall maintain the website on a 24 hour basis for at least the next 5 years, with above mentioned functions, extendable on usual terms and conditions. The software, source code, etc. shall be the property of railways.

(ix) M/S UTIITSL may have to make a few modifications when the system starts working as per the experience gained from the working of the system.

How to implement the CTSE Scheme along with responsibilities of various departments

a. M/s UTIITSL will develop an application to enable RELHS beneficiary to apply for new 'CTSE Card' at the website. Advertisements will be issued in the national, regional and local newspapers by NR, WR, CR, ER, SER, SR, Metro Railway and ICF advising all RELHS beneficiaries registered in the four metro cities (UA) to apply online for CTSE. – **Action by Personnel Department**

Note: For the benefit of those RELHS beneficiaries who are not comfortable with the online form, an offline process of obtaining the card has also been designed, please see the annexes.

b. After filling up the form, the print out of the completed form will be submitted by the retired Railway employee to the concerned Personnel Department (Division/Zone/PU/Other Units) along with Self attested photocopy of Aadhar Card, RELHS Card, PPO and any other documentary proof on the claims made in application form. The fee, to join CTSE per family (comprising of all eligible members as per RELHS Card) shall be as follows:

Those entitled to Pvt Ward	:	Rs.50,000/- (fifty thousand)
Those entitled to Semi-Pvt Ward	:	Rs.25,000/- (twenty five thousand)
Those entitled to General Ward	:	Rs.10,000/- (ten thousand)

Ward entitlement is dependent upon last salary drawn and shall be displayed at the website while filling the form. – **Action by Personnel Department**

Note:- *All the existing facilities are even otherwise available to the RELHS beneficiaries. However to avail cashless treatment in recognized hospital (the new facility) they will have to get the new CTSE Card. Personnel Department shall enter into an MOU with M/S UTIITSL for issuing the plastic CTSE card. One card to each beneficiary will be issued on payment of Rs200/-. Additional cards (in case of loss, mutilation etc.) can be issued after payment of Rs.200/- by the beneficiary. The CTSE Card shall also serve the purpose of RELHS Identity card, for these beneficiaries; however the vice versa will not be true.*

The amounts received (one time CTSE joining fee and CTSE Card cost) shall be credited to sundry earning, detailed head no. 657 as below:

Minor Head	***Sub-head***	***Detailed Head***
600 Miscellaneous	*657 Other Unclassified receipts*	*657 Receipts on account of recovery towards cost Of Cashless Card and one time recovery for subscription under CTSE*

c. The Personnel Department will authenticate the bonafide of the beneficiaries (from the RELHS Card etc.) New/additional information as mentioned in application form, duly verified by personnel department would also get incorporated in the data base for each and every application (within a reasonable time frame). Personnel Department shall duly authenticate application and authorize M/S UTIITSL to make "CTSE Photo-identity Card" which will be Issued to the beneficiary. M/S UTIITSL shall use the updated database at ARPAN/UTI website for printing the new CTSE card. This way there will be 100% conformity between the data base and the new CTSE Card.- **Action by Personnel Department and W Railway in respect of ARPAN**

Note: - Since there are different practices in different zones for maintaining the service records every zone will devise its own methodology for verification of the application forms. For smooth implementation of the scheme it would be advisable to issue a Joint Procedure order duly signed by CPO, FA&CAO, CMD and PHOD/CHOD of concerned Department (wherever other Departments maintain their employees's service records separately); the requirements for manpower and other resources may be taken care of in the JPO.

d. After commencement of the scheme, the newly retired personnel intending to settle in the four metros can apply to become member of CTSE in addition to RELHS. Personnel department shall issue CTSE cards to them with the help of M/S UTIITSL (till the time

g. Each empanelled hospital will be allotted to a particular Railway Health institution which is nearest/ suitable as decided by the divisional/zonal authorities. For every administrative function e.g. authorization of emergency, bill submission, bill payment etc. the empanelled hospital will have to communicate with that particular Railway Health Institution or the concerned CMS/MD/CMO office only. The CMS/ MD/CMO/ACMs-in-charge will have to make a roster so that at least one medical officer is always available to authorize treatment at each empanelled hospital daily. –**Action by Medical Department**

Note: In earlier system, hospital recognition used to be for the treatment of patients of that particular division/unit only. In this new scheme, any railway patient belonging to any Zone/unit may be treated at any recognized hospital but the bill shall be processed by the local medical and account department only. If need be, a debit note shall be raised later by this local unit on to the concerned zone/PU.

h. A CTSE beneficiary in an emergency situation can go to any of the nearby private empanelled hospital (list accessible at the M/S UTIITSL website). At time of admission in Private Hospital the beneficiary will have to make a deposit at following rate:

Those who are entitled to Private Ward	-	Rs. 10,000/-
Those who are entitled to Semi-Private Ward	-	Rs. 5000/-
Those who are entitled to General Ward	-	Rs. 2000/-

If the medical condition turns out to be an emergency then the hospital shall refund the deposited amount (to the CTSE beneficiary) within 48 hrs of authorization otherwise this deposit shall be adjusted towards the bill payment of the treatment/investigations undertaken till the time emergency authorization is declined by Railway. In such cases, where condition is not found to be an emergency, the balance part of payment (after adjustment of initial deposit by the beneficiary) shall be borne by Railway, only till the time emergency was declined. - **Action by Medical Department**

i. Information about any railway patient admitted to an empanelled hospital will be communicated by the empanelled hospital to the Railway Health Institution which signed the MoA (described in detail in process flows attached to this document). Authorization for treatment will be given by Railway Health Institution (through its

designated Railway medical Officers) based on clinical parameters communicated by the hospital within 24 hrs. The communication will be normally through the website/SMS, however if the situation demands other means of communication may also be employed. – **Action by Medical Department**

j. If the authorization is not forthcoming from the designated doctor within 24 hours period then at the end of 24hr period the concerned MD/CMS/CMO shall automatically receive an alert, to make a decision and communicate it to hospital. Likewise there will be an automatic alert to the concerned CMD at 36 hrs and AGM at 47 hour period. If Railway fails to respond within 48 hrs, then that case shall be considered an emergency and the cost of entire treatment shall be borne by Railway. List of all cases, in which no decision could be made about emergency within 48 hrs period, despite private hospital submitting all the details, shall be put up to GM every month.

k. If emergency authorization is declined the patient shall be apprised through sms by the system and the patient will be transported to Railway Hospital by the empanelled hospital in its own ambulance or the patient may be asked to report to Railway hospital for treatment at convenient hour. The Railway will bear the expenses till the emergency authorization is declined by a positive act. If the patient or his/her representative refuses Railway Medical Services and opts to continue treatment in the non-railway facility, the cost of such treatment will be borne by the patient or his / her representative without any further reimbursement from Railway. In line with provisions of MoA signed between MoHFW and CGHS empanelled hospitals, such bills by the hospital shall however be at CGHS rates as per terms and condition of Railway MoA with the hospital and payments will be made by the patient or his representative. Railway Beneficiaries shall be required to give an undertaking to this effect at the time of applying for CTSE Card and for such balance treatment Railway will not be liable for payment in any way and the entire liability will be borne by the patient or his/her representative. – **Action by Medical and Personnel Department**

l. The hospital shall raise the bill online to M/S UTIITSL (within 7 days of discharge of the patient) which will exercise checks and get it corrected from concerned hospital, if

required. Thereafter a physical copy of the corrected bill shall be submitted by the hospital to M/s UTIITSL. – **Action by Medical Department**

m. M/S UTIITSL shall process the bill as per the extant rules and applicable rates as per MoA, and thereafter submit it to MD/CMS/CMO office both online and offline (within 15 days of submission of corrected bills by the hospital).

n. After approval of MD/CMS/CMO the office shall submit the bill to associate Accounts Department (within 15 days of submission of corrected bills by M/s UTIITSL). Account Department will pass the bills and make the payment to the hospital and M/S UTIITSL (within 15 days of submission of approved bills). M/S UTIITSL fee is 2% of the amount of the bill raised by the hospital subject to a minimum of Rs. 12.50 and a maximum of Rs. 750) plus Re.1/- for the SMS service. The M/S UTIITSL fee is not in addition to the hospital bill, rather this amount shall be subtracted from the hospital bill money. The money paid on account of this scheme shall be debited to the heads as per the note below. The 2% fee of M/s UTIITSL has been fixed at the same level as CGHS is paying them, this may go upward or lower revision as per the CGHS action in this regard and such changes shall be advised by Railway Board. – **Action by Accounts Department on Zones and Health Directorate of Railway Board**

Note: - *The process flow charts in various situations and backend are attached as annexes 1.1 to 1.7. Detailed accounting head, under minor head 200 and subhead 240, have been modified/ created for debiting the cost as follows:*

Minor Heads	Sub-Heads	Detailed Heads
200 Medical Services **(Existing)**	240 Payment to non-Railway Hospitals, reimbursement of Medical expenses and miscellaneous	241 Reimbursement to serving railway officials for emergency medical treatment and assistance at non- railway institutions/hospitals. (Non-referred cases where beneficiary pays first and then claim reimbursement later) 242 Reimbursement to retired railway officials for emergency medical treatment and assistance at non- railway institutions/hospitals. (Non-referred cases where beneficiary pays first and then claim reimbursement later). 243 Payment to non-railway institutions/hospitals for medical treatment of serving railway official in cases referred by Railway Medical Dept. (Referred cases).

Minor Heads	Sub-Heads	Detailed Heads
		244 Payment to non-railway institutions/hospitals for medical treatment of retired railway officials in cases referred by Railway Medical Dept. (Referred cases). 245 Payment to non-Railway institutions/hospitals for treatment of retired railway subscribers to Cashless Treatment Scheme in Emergency (CTSE) declared as emergency by RMA. 246 Payment to non-Railway institutions/hospitals for medical treatment of retired railway subscriber to Cashless Treatment Scheme (CTSE) in cases which are not declared as Emergency. 247 Payment of fees to outsourced mediating agency (M/s UTIITSL) under Cashless Emergency Treatment Scheme. 248 Cost of TB treatment in Sanatoria. 249 Other expenses.

o. In case the patient belongs to some other railway zone, then the debit shall be raised to the concerned zone at a later stage as per the extant codal provisions, but the bill shall be passed by the local accounts only.- **Action by Accounts Department**

The whole exercise will require creation of additional infrastructure like space, computers, printers, scanners, other associated equipments, furniture etc to be created in offices responsible for running the schemes that is health units, hospital, Sr DPO office, Sr DFM office. This requirement needs to be worked out by the respective branch officers. As far as purchase of new PCs, printers etc. is concerned, the same is left to the discretion of the DRM and this requirement would be over and above the normal powers given to DRM for purchase of new PCs.

FA & CAO, CMD and CPO of these 8 zonal Railways/PU (NR, WR, CR, ER, SER, Metro railway, SR and ICF) may nominate one deputy FA & CAO, deputy CMD and one deputy CPO as nodal officers of these units to implement the cashless treatment scheme and for authorization of various activities for CTSE scheme.

An effort has been made to foresee all the situations and give solutions to them. However, a new work of this magnitude will throw up new challenges as we go along. Those challenges will have to be met with the underlying philosophy that this scheme is to give social security to one of the most vulnerable group of society i.e. the elderly group of people who had served Railways in their youth, hence, innovative solutions may have to be found many a times. Having said this, it is also imperative to state that enough safeguards and precautions are always exercised to ensure that the provisions of the scheme are not misused.

M/S UTIITSL shall be conducting coaching cum interactive sessions for the empanelled hospital staff and the railway staff of Medical, Personnel and Accounts Department to familiarize them with the working of the website and different procedures to be followed (The period of one year of pilot scheme shall start only after the website starts working and not from the date of issue of this letter). All the zones/PUs are advised to nominate and get their staff members, who will be working for implementation of the scheme, trained in these sessions. The Railway shall be implementing this scheme in coordination with M/S UTIITSL, hence it is desirable that the concerned officials should be in touch with the local M/S UTIITSL officials so that any problem that crop up can be sorted out swiftly. A list of contact persons of M/S UTIITSL will be circulated in due course of time.

These documents are very comprehensive and contain a lot of information; it may be read in its entirety, for proper understanding of the scheme. In case of any difficulty/clarification the respective directorate (viz. Health, Finance or Personnel) official may be contacted at a convenient time.

This letter is issued with approval of Railway Board. The draft agreement attached with this letter is also vetted by the finance and legal directorate of the Railway Board. This issues with the concurrence of Finance Directorate of the Board.

06.7.16

(DR. GAJENDRA KUMAR)
Adviser Health
Railway Board

No. 2014/H /28/1/smart card/Part A

Dated: .07.2016

Annexes:

1. **Process Flows as Annexure-1.1 to 1.7**
2. **The Draft Agreement (DA) as Annexure-2.**
3. **Declaration to be given by RELHS member while applying to become a member of CTSE as annexure-3.**
4. **Process Flows for Online and Offline mode of application and making of CTSE Card as annexure-4.1 to 4.2.**
5. **Numbering system for CTSE and RELHS cards as Annexure-5.**

Copy to:-

1. **CMDs, All Indian Railways.**
2. **CMOs, All Production Units including RDSO**
3. **FA&CAO, All Indian Railways including PUs & RDSO**
4. **Sr. Professor Health Management, NAIR, Vadodara**

Copy forwarded to:-

1. **CPOs, All Indian Railways including PUs & RDSO**
2. **Directors, All CTIs**
3. **Mr. Punit Saxena, MD & CEO, M/s UTIITSL, CBD Belapur, Navi Mumbai**

6.7.16.

(RAJIV KISHORE)
ED/ERP
Railway Board

No. 2014/H /28/1/smart card/Part A

Dated: .07.2016

Copy Forwarded to:-

1. **The Principal Director of Audit, All Indian Railways.**
2. **The Dy. Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhavan, New Delhi.**

Tanveer
06.7.2016

No. 2014/H /28/1/smart card/Part A

For Financial Commissioner Railways

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.

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.

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.

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

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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.

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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

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

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

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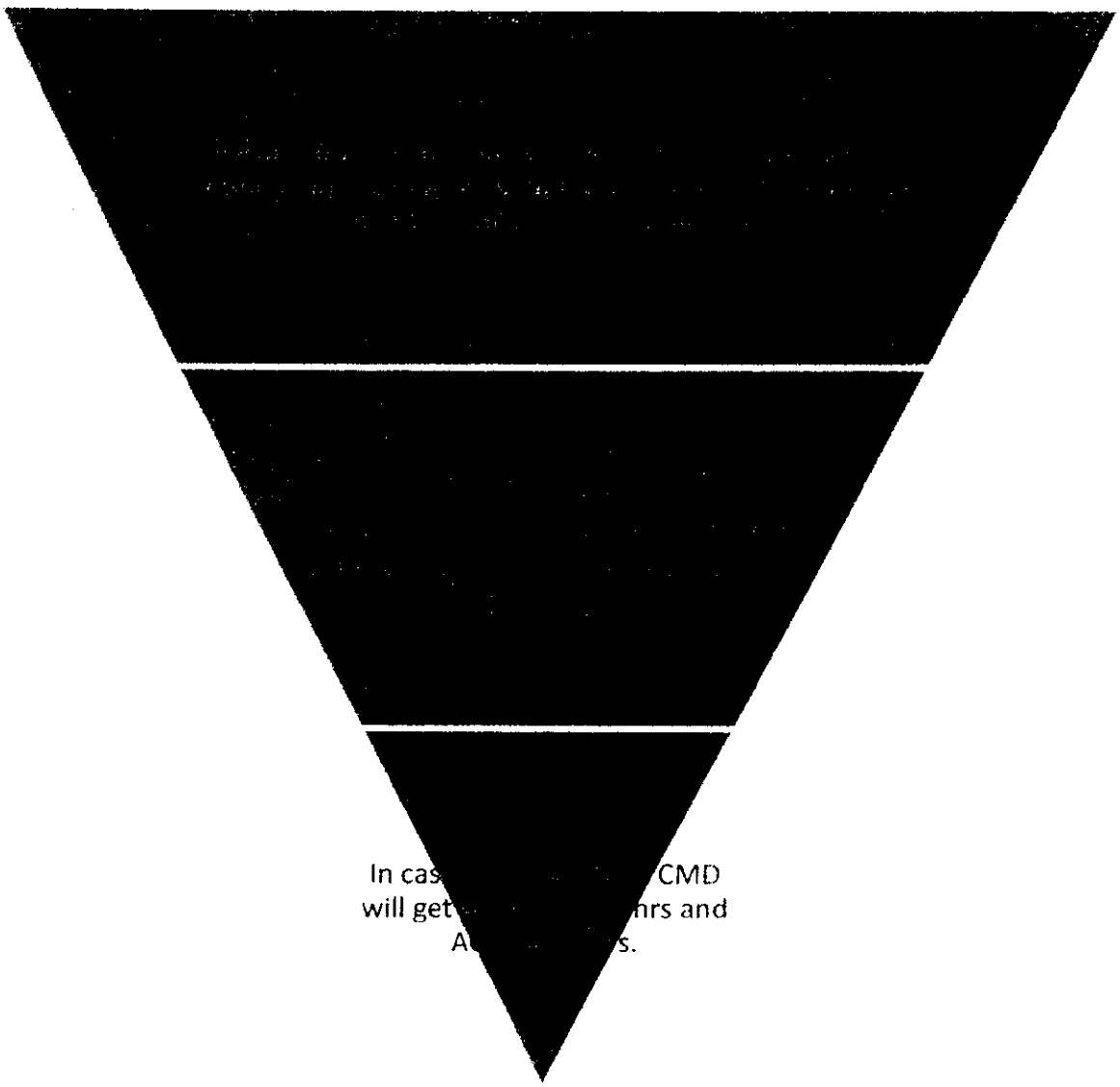
The patient is treated and discharged by the hospital. Online bill is submitted to M/S UTIITSL along with a physical copy. M/S UTIITSL scrutinizes the bill and on being satisfied forwards it to Medical Department of Railway.

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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.

SNO-88

Annexure-3

Declaration to be taken from RELHS members on becoming a member of CTSE.

1. I hereby apply to become a member of the Cashless Treatment Scheme in Emergency CTSE at private hospitals empanelled by railway. I request Indian Railway to issue individual CTSE photo identity card(s) for following members, whose name(s) feature in RELHS card of my family.

	Name	Relation	DOB dd/mm/yyyy	Aadhar Number	Special feature of Dependent[1]
i.		Self			
ii.					
iii.					
iv.					
v.					

I hereby undertake to inform the Sr. DPO concerned either through this website or in writing, whenever any of my above mentioned family members become ineligible under RELHS and surrender his/her card.

2. I have been made aware that this CTSE card entitles me for treatment in private hospitals ONLY AT THE TIME OF EMERGENCY. In routine illness or any illness which does not require immediate intervention/investigation, I shall continue to report to my authorized medical officer in Railway.

3. I have been explained that under CTSE scheme if I go to the empanelled private hospital I shall have to deposit a prefixed amount of money as per my entitlement to private/semi-private general ward at the time of admission itself (the amount is liable to be revised from time to time). If the disease/condition turns out to be a non-emergency, then this amount shall be retained by hospital towards part payment of the bill amount. If my disease conditon turns out to be emergency, then the whole bill

[1] The special feature, if any, of the dependent may be written like widowed daughter, student son differently abled etc.

amount shall be paid by the railway and the prefixed amount deposited, by me at the time of admission, shall be refunded by Hospital to me.

4. I hereby declare that I shall abide by the rules of the CTSE scheme in letter and spirit.

5. I undertake that I shall not allow others to misuse the CTSE Cards issued to me and my family members by way of utilizing it for obtaining treatment for a non-bonafide person. I further undertake that I shall not allow other family members to misuse the Cards by way of utilizing it for non-emergency disease treatment at Private empanelled hospital. Any misuse is liable to disqualify the card holder from membership of the CTSE scheme, with forefeiture of the intial deposited amount.

6. In case of loss of CTSE cards, I shall lodge a complaint with police and inform the Sr. DPO concerned either through this website or in writing for issue of New card to me on deposition of 'CTSE card Making Charges' prevalent at that time.

7. I hereby declare that I have been explained and I understand that Cashless treatment under CTSE scheme shall be available only in Railway empanelled hospitals for the stated purpose. In case I have to undertake treatment in a private non empanelled hospital, I shall have to pay the entire bill myself and shall claim reimbursement later on as per extant rules.

(Signature of the Employee)

Name:

Contact no.

E mail

Annexure-4.1

Online mode of CTSE ID Card application and Issues

1. M/S UTIITSL makes an online application for application-form. Link to this application is provided at all railway websites.

2. Advertisements in NEWS papers by Personnel Department inviting application for becoming CTSE members from RELHS members whose card is registered at a Railway hospital or Railway health unit located within Delhi urban agglomerate (UA) or Delhi NCR, Kolkata (UA), Chennai (UA), Mumbai (UA).

3. RELHS Beneficiary registers at the website, fills key details and a unique registration no. is allotted to the beneficiary. The first information that will be asked from the beneficiaries will be, "Where the RELHS card of the beneficiary is registered?" If the Health Unit/Hospital of registration doesn't lie within the four Metros (UA) then the applicant will not be able to fill the form futher. Otherwise, based on this information the Sr DPO, to whom the application will be addressed, shall decide and advise to the applicant.

4. Henceforth the RELHS Beneficiary can log on to the website with this unique registration no. as ID.

5. Beneficiary fills up the full form.

6. Beneficiary uploads the scanned copy of; Photograph, Aadhar card, PPO, RELHS Card etc. for self and all beneficiaries as per RELHS Card.

7. Based on information fed by the RELHS Beneficiary, site tells him the amount of Demand Draft (DD) to be sent along with application form in favour of the concerned FA & CAO, payable at the city where that FA & CAO is Head Quartered. The site also advises him to write Registration No., Name etc at back of DD.

8. Beneficiary gets the DD made and fills up the detail of DD online. Scanned copy of DD is also uploaded.

9. Site asks him a few questions which he answers by checking relevant Boxes. These statements will form part of declaration by the RELHS beneficiaries. These declarations will get printed at the end of his application form, which he will sign on all pages.

10. Beneficiary takes a print out of the filled up Application and speed posts it to the Sr DPO as advised vide para 3 above along with DD, copies of documents and photographs. The envelope will be superscribed with CETS Registration no.

11. Sr DPO on receiving the application shall acknowledge receipt on website. Thereafter, SrDPO verifies the claims in application, on being satisfied, he will update the M/S UTIITSL database. Since the data is in electronic form, this job will not be involving too much work.

12. Sr DPO sends the information to authorized officer in the CMS office. CMS will verify where the RELHS card is registered and also verify it online on UTIITSL site and duly correct it if required.

13. Sr DPO concurrently will also send the DD to Sr DFM for realization. Sr DFM will send the DD for realization, packet wise and once realized Sr DFM will update the M/S UTIITSL site.

14. Once authorization is received from Accounts, Medical and Personnel, Sr. DPO shall take the final print of the completed application form (this will contain the declaration also) along with the documents related to this ID card, and keep in safe custody. This will mean automatic authorization to UTI to issue cards to the beneficiary. An email is triggered to the beneficiary also as soon as authorization is given by Sr DPO.

15. M/S UTIITSL makes individual cards for all members and mails it to the Beneficiary through Speed Post. The speed post number is also updated by M/S UTIITSL on the site. An email will get sent to beneficiary automatically advising him the the date of issue of cards and the speed post no.

16. The beneficiary will receive the cards and will confirm receipt of card on the website. As soon as the receipt is updated by the beneficiary, at the website, the card becomes operational.

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Annexure- 4.2

Offline mode of CTSE ID Card application and Issue

1. Advertisements in NEWS papers by Personnel Department, Delhi urban agglomerate (UA), Kolkata (UA), Chennai (UA) and Mumbai (UA).

2. The Beneficiary downloads the application form either from one of the Railway website or M/S UTIITSL website for CTSE. The hard copy of form shall also be made available in offices frequented by the retired employees, e.g. offices issuing complimentary passes, Railway Health Units, Hospitals etc.

3. Beneficiary shall fills up the form.

4. Based on information provided by the RELHS Beneficiary, Sr DPO office enters only the key details e.g. Name, RELHS No., PPO No and total number of beneficiaries on the UTI website. A Unique no. will be generated which will handed over to the applicant as receipt and future log in ID. This print out will also contain information about the amount of Demand Draft (DD) to be deposited along with application form.

5. Beneficiary gets the DD made and fills up the detail of DD in the form.

6. Beneficiary submits the completed application form to the Sr DPO. Sr DPO updates DD information on website and gives print out to applicant as receipt.

7. Sr DPO sends the DD to Sr DFM for realization. Once DD is realized, Sr DFM updates the UTI website.

8. Sr DPO sends the information to the authorized officer in CMS office. He will check from dispensary where RELHS card is registered. Verify it online on M/S UTIITSL site.

9. Sr DPO sends the application in hard copy to M/S UTIITSL authorizing the M/S UTIITSL to digitize the records and update the database with details of the application form.

10. It will be the duty of Personnel Department to preserve the records related to the ID card, specially the declaration of the beneficiary.

11. M/S UTIITSL updates the database and will advise the Sr DPO Office, online, to check the updated fields. Sr DPO on being satisfied with the updation, verifies it online and shall takes a print and keep it in record. This will also mean automatic authorization to M/S UTIITSL to make the cards.

12. M/S UTIITSL makes the CTSE cards and will mail it to the Beneficiary through Speed Post. Speed Post number shall be updated on site by M/S UTIITSL. M/S UTIITSL shall update the date of delivery of card as per speed post site.

13. The beneficiary will receive the cards and confirm receipt of card to the Sr DPO in writing. As soon as the receipt is updated by Sr DPO at the website the card becomes operational.

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Annexure-5

Numbering System for CTSE and RELHS Cards

The CTSE card shall be a unique number which cannot be duplicated. The following system is envisaged:-

1. There will be two types of cards with retired people:- Those who are only RELHS members and those who in addition to RELHS opt for CTSE as well. So, the card number will start either with RELHS or CTSE.
2. The CTSE card holder will automatically be a beneficiary of RELHS services also. However, vice-versa will not be true.
3. At present Railway have more than 11 lakh pensioners. That means we will have to give a seven digit unique number to each family. Hence, after prefix the number will start from 10,00,001.
4. The number on the card of ex- employee himself/herself shall be suffixed with A, Spouse card number shall be suffixed with B, and other family member's card shall be suffixed with C, D, E and so on (this order shall be as already shown on RELHS card).
5. Hence, first of the ex-employees who will register for CTSE scheme, before anybody else, will have card no. as follows:
   - Employee himself — CTSE 1000001 A.
   - Wife of employee — CTSE 1000001 B.
   - Unmarried dependent of employee — CTSE 1000001 C.
   - Who appears next in seriatim as per RELHS Card, and so on.

   5.1 In the case of new retirees, this order shall be as shown in settlement papers.

   5.2 It is possible that both husband and wife are serving in Railway. In such cases, alphabet 'A' is for the person retiring earlier.

6. Similarly, RELHS card will also have numbers starting from 1000001 but it will be preceded by RELHS instead of the CTSE. The scheme for suffixes will be the same as explained above.
7. To start with, CTSE scheme is being thrown open as a pilot for those staff who plan to register for post retirement medical benefits in any Health Unit/Hospital located in Delhi (UA), Mumbai(UA), Chennai (UA) and KolKata (UA).