

NORTHERN RAILWAY

Office of the
Chief Medical Superintendent,
Northern Railway, Ambala Cantt..

Agreement No. 140 Med/Recog./Fortis Hospital/UMB/13
Date 11-11-2013

CONTRACT AGREEMENT**BETWEEN**


**Chief Medical Superintendent, Northern Railway, Ambala Cantt.
And
Director Fortis Hospital, Sector-62, Phase-VIII, Mohali.**

An agreement made this Monday day of 11th ^{Nov}, 2013 between the President of the Republic of India acting through Chief Medical Superintendent, Ambala Division, Northern Railway Administration having its office at Northern Railway Divisional Hospital, Ambala herein after called the Railway Administration of one part and the Director/Centre-Head of Fortis Hospital, Mohali, herein after called the contractor, the other part agreed to carry out the **Nephrology including Dialysis, Urology, Critical Medicine and Anaesthesia care, Trauma care** Super specialty care of Railway beneficiaries of Ambala Division, Northern Railway in case of emergency as per CGHS /Super-specialty/Delhi rates and those items not covered in CGHS list ,as per hospital tariff with 15% discount on OPD consultation and diagnostic and 10% discount on IPD Package excluding implants and 10% discount on procedures charges on bill system of payment for **a period of 12 months i.e. from 09th September, 2013 to 08th September, 2014.** vide CHD, Northern Railway, NDLS letter No. 139 Med/Recog./Fortis/Mohali/UMB dated 09-09-2013 & Railway Board's Letter No. 2013/H-1/11/58/NR Dated 09.09.2013.

Terms and condition for mutual agreement are as under:

Scope of Agreement

1. The Railway Administration will refer Railway Beneficiaries of Ambala Division, Northern Railway, in the specialties of **Nephrology including Dialysis, Urology, Critical Medicine and Anaesthesia care, Trauma care** for treatment at The Fortis Hospital, Mohali.
2. The agreement shall remain in currency from 09th September, 2013 to 08th September, 2014, after which renewal may be sought from either of the parties.
3. The empanelled hospital shall provide services **only** for which it has been empanelled at CGHS Package rates.
4. There will be no change in rates offered by your Institute during the currency of contract period i.e. from 09th September, 2013 up-to 08th September, 2014.


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Facility Director
Fortis Hospital
Sector-62, Phase-VIII, Mohali

The Package Rate

5. The CGHS rates (Schedule of procedures) for Delhi are governed by Policy letters from the Ministry of Health & Family Welfare, Government of India / CGHS:

a. CGHS Rates for investigations for Delhi as notified by CGHS vide <http://msotransparent.nic.in/writereaddata/cghsdata/mainlinkfile/File514.pdf>

b. CGHS Rates for Procedures for Delhi as notified by CGHS vide <http://msotransparent.nic.in/writereaddata/cghsdata/mainlinkfile/File407.pdf>

6. **The package rate definition** is as per CGHS policy letter No F No. 2-1 / 2012 / CGHS / VC / CGHS (P) dated 1.10.2012 and S. 11011/23/2009-CGHS D. II / Hospital Cell (Part IX) Dated 30.9.2011.

'Package Rates' shall mean and include lump sum cost of inpatient treatment/ day care / diagnostic procedure for which a railway Beneficiary has been permitted by the competent authority from the time of admission to the time of discharge including (but not limited to)

- (i) Registration charges, (ii) Admission charges, (iii) Accommodation charges including patient diet, (iv) Preanesthetic workup (v) Operation Charges, (vi) Injection charges, (vii) Operation charges, (viii) Doctor / consultant visit charges, (ix) ICU/ICCU Charges, (x) Monitoring Charges, (xi) Transfusion charges, (xii) Anesthesia Charges, (xiii) Operation Theater Charges, (xiv) Procedural charges / Surgeons fee, (xv) Cost of surgical disposables and all sundries used during hospitalization, (xvi) Cost of Medicines, (xvii) Disease Related routine and essential investigations, (xviii) Physiotherapy charges, (xix) Nursing Care and charges for its services.

This also is inclusive of all sub-procedures and all related procedures to complete the treatment. All investigations regarding fitness for the surgery are part of package. For any material / additional procedure / investigation other than the condition to which the patient was initially permitted, would require the prior written permission of competent authority i.e. Chief Medical Superintendent, Northern Railway, Ambala Cantt

Cost of Implants / stents / Grafts is reimbursable in addition to package rates as per CGHS ceiling rates for Implants / stents / Grafts or as per actuals, in case there is no CGHS prescribed ceiling rates.

7. The Package rates envisage upto a maximum duration of indoor treatment as follows:

- i), 12 Days for specialized (Super Specialist) Treatment;
- ii), 7 days for other major surgeries;
- iii), 3 days for Laparoscopic surgeries.
- iv), 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 the package rate, in exceptional cases, supported by relevant medical records and certified as such by the empanelled hospital and upon written permission of the railway administration, the additional reimbursement shall be limited to accommodation charges as per


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entitlement, investigation charges at approved rates, and doctors visit charges (not more than 2 visits per day per visit by Specialist / consultant) and cost of medicines for additional stay.

8. The package rate will be calculated as per the duration specified. No additional charges on account of extended period shall be allowed if that extension is due to infection on the consequences of surgical procedure or due to any improperly conducted procedure and is not justified.

9. A minimum two free of cost follow-up consultation after discharge should be included in the package and no OPD investigation should be advised to the patient.

10. The package rates are for the Semi-private ward category, rates for the Private ward shall be increased by 15% and those for General ward be decreased by 10%.

11. During in-patient treatment of the railway beneficiary, the hospital shall not ask the beneficiary or his/he attendants to purchase separately the medicines / sundries / equipment or any other accessories from outside and shall provide the treatment in the package rate, fixed by the CGHS which includes the cost of all the items.

12. If one or more minor procedure form the part of a major treatment procedure, than package charges would be permissible for major procedure and only 50% of charges for minor and second major procedure.

13. The requirement of Blood for the patients during indoor treatment for surgical operation or for any other indication should be met by your hospital with replacement by the patient's relatives and without any additional cost.

The Procedure Of referral of patients

14. The Referral slip should have patients attested photograph, and also attested signature of the railway employee and an attested photocopy of Medical Identity Card / RELHS card.

15. Authorized Signatory for referral patients is pre-defined. The Empaneled Hospital would be informed in writing seven days in advance if there is any change in authorized signatory.

The Authorized signatory from the Railway Administration will be:-

1. CSM/UMB
2. ACMS/UMB
3. Sr. DMO (Physician)
4. Sr. DMO (Surgeon)

16. The specimen signatures of the authorized medical officers are provided below.

17. Railway employees and their beneficiaries shall not be admitted without a proper referral letter from authorized Medical Officer.

18. Copy of Medical Identity Card / RELHS Card issued by Northern Railway along with attested photograph of employee and the patient will also have to be submitted by the railway beneficiary, and the empanelled hospital shall verify the same.


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19. The railway will not be liable to pay in cases of impersonation or treatment of ineligible persons.

Entitlement of Ward

20. All patients referred to the hospital are to be admitted in various wards – General Ward / Semi-private ward / Private ward as per their entitlement, depending on their basic pay/pension mentioned below (CGHS letter No. S 11011/23/2009-CGHS D.II/Hospital Cell (Part I) Government of India, Ministry of Health & Family Welfare. it will be mentioned on the referral slip.

S. No.	Entitlement
1.	General Ward
2.	Semi-Private Ward
3.	Private Ward

21. The 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 furnishing 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.

The Semi-private ward is defined as a hospital room where two or three patients are accommodated and which has attached toilet facilities and necessary furnishings.

The General ward is defined as halls that accommodate four to ten patients.

22. Normally treatment in higher category of accommodation than the entitled category is not permissible. However, in case of an emergency when the entitled category accommodation is not available, admission in the immediate higher category be given till the entitled category accommodation becomes available. However, if the hospital does not have the ward as per entitlement of the railway beneficiary, then the hospital shall only bill as per entitlement of the beneficiary even though the treatment was given in higher type of ward.

23. No separate charges should be taken from the patient's attendant for hospital stay.

24. If on written request of railway beneficiary patient is admitted in higher category of ward and treatment is provided then expenditure over and above entitlement would have to be borne by the railway beneficiary. The undertaking for payment of difference of cost should be taken from the railway beneficiary requesting higher accommodation. The expenditure over and above entitlement will be charged from the beneficiary and it is to be collected from the patient before discharge. No such bill shall be entertained by the Railway administration.

25. In case of stay beyond agreed period, immediate information to authorized Medical Officer/ Chief Medical Superintendent and approval must be obtained. In such cases charges will be paid item wise at CGHS rate or AIIMS rates (if there is no CGHS rates available) or as per actual (if there is no CGHS or AIIMS rates available) basis.


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Miscellaneous

26. The empanelled hospital shall not refer the patient to any other hospital without prior permission of the railway administration.
27. No patient should be admitted for follow up without prior written permission from the Railway Administration.
28. The Railway Administration has the right to monitor the line of treatment provided to the railway beneficiary. Railway medical officers / his representative should be allowed to visit the patient in your institute and to attend some important procedure.
29. Free passes should be given to the attendant of the patient, while in ICU without any deposit.
30. Any complication arising as a direct and indirect consequence to the procedure should be treated by your hospital. The package amount and the actual cost after 'package' charges for any additional procedure should be submitted with justification from concerned consultant.
31. The Hospital shall provide for The Ambulance Services in case of dire emergency on request and requisition of The Railway Administration and the transportation charges thus occurring shall be raised in the month's bill.
32. The contact number of the empanelled hospital for calling ambulance is _09815396700 & 01724692200.
33. The Contact numbers for discussing case problems (Dr.Ajender Singh, M.No.09872170582, Sh. Anurag Kahyap, M.No.09815196731)
34. The contact numbers for administrative assistance at the empanelled hospital is (Dr.Ajender Singh, M.No.09872170582, Sh. Anurag Kahyap, M.No.09815196731)

The Billing System

35. The Billing system will be valid for a period of 01 (One) year from 09th September, 2013 to 08th September, 2014.
36. The Bills of the patients treated in a particular month will be raised in the same month & the empanelled hospital will shall be submitted in the first week of the next month to the railway administration in duplicate duly attested and verified by the treating Doctor and countersigned by the empanelled hospital's administration.
37. Dealing clerk, Div. Rly. Hosp. Ambala Cantt. after proper scrutiny and verification will forward the bills to Accounts Dept. for payment.
38. It will be endeavor of Rly. to clear the payment by cheque as early as possible but Director Fortis Hospital, Sector-62, Phase-VIII, Mohali will not send any reminder/claim for payment within three months of submission of bill.


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39. The Railway Administration would make the payment after the receipt of the said bills and upon proper audit and verification of the bills.
40. Invoice should be submitted soon after the patient is discharged from the hospital. A copy of the discharge ticket should be attached with invoice for cross verification and copy of referral letter of authorized medical officer. Bills should be submitted in duplicates. Bill should have CGHS code of Package/procedures/investigations done.
41. The logo/sticker / outer pouch of the stent implanted should be affixed with the discharge summary of the patient and the brand & size and specific number of the stent should be mentioned on the bill submitted.
42. Payment will be made only by NEFT through direct transfer in the hospital's bank account for which necessary details would be submitted by the hospital.
43. The Empanelled hospital shall provide the relevant bank details for NEFT facilities as per prescribed guideline by Railway accounts Branch.
44. Billing system shall not be discontinued if payment is delayed in extra ordinary circumstances due to any temporary system failure.
45. Income tax will be deducted at the source (TDS) as per extant rules & necessary certificate will be issued for that.
46. A feedback from the beneficiary for cleanliness, responsiveness of the hospital, attitude etc. will be taken to assess whether railway beneficiaries are well cared for. It will be attached with the bill.
47. For the items not listed under CGHS Rates for Super-specialty (Delhi situated) the billing shall be done at CGHS rates pertaining to NABH Accredited Hospitals list.
48. For those items and procedures not covered in CGHS list, the billing shall be as per hospital tariff with 15% discount on OPD consultation and diagnostic and 10% discount on IPD package excluding implants and 10% discount on procedure charges as applicable to general patients.
49. If procedure is delayed on your account for any reason whatsoever, railway will not bear any charges of additional stay and treatment provided to the patient.

Medico-Legal Responsibility

50. Any legal responsibility arising out of litigation during or after the completion of treatment will be that of treating hospital i.e. your Institute. Any liability arising due to any default or negligence in providing or 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 services.
51. Procedure related complications and subsequent cost arising thereof will be the responsibility of the hospital and will not have any implication on railways, all such cost shall be born the treating hospital i.e. your institute.


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Dispute Redress and Arbitration Mechanism

52. Any dispute is to be settled mutually between the contracting parties.

In case of arbitration, the arbitrators would be appointed by GENERAL MANAGER Northern Railway.

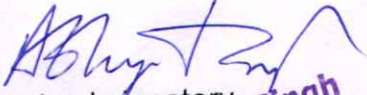
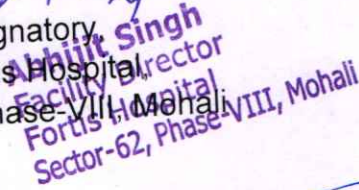
53. CMS Northern Railway Ambala reserves the right to terminate the contract at any time during the period of contract without assigning any reason by giving the notice of fifteen days.

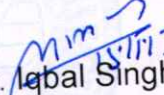
54. The empanelled hospital can also terminate the contract during the period of contract by giving the notice of three months. This will enable the railway to make alternative arrangement for treatment of their beneficiaries.

55. The hospital will bear the all expenses incidental to the preparation and stamping of the agreement.

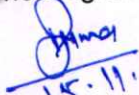
56. We have read the terms and conditions of the contract carefully and here under affix our signature and on every page as the authorized representative of the concerned hospitals.

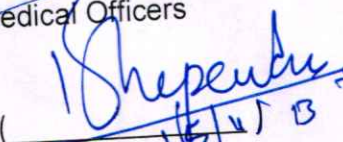
57. This Contract Agreement will remain valid till 8th September, 2014 and further on mutual understanding of same terms & Conditions, and also subject to further approval of extension by the competent authority.

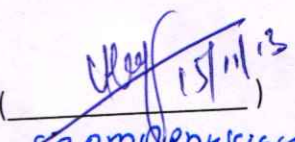

 Authorized signatory,
 Director, Fortis Hospital
 Sector-62, Phase-VIII, Mohali



 (Dr. Lal Singh)
 Chief Medical Superintendent,
 Northern Railway, Ambala cantt

Specimen signatures of Authorized Medical Officers


 15.11.13
 Ad Chd/Eye


 16/11/13
 S R DMO/Surgon


 15/11/13
 Sr. OMO/Physician

NORTHERN RAILWAY

Office of the
Chief Medical Superintendent,
Northern Railway, Ambala Cantt.

M.D.

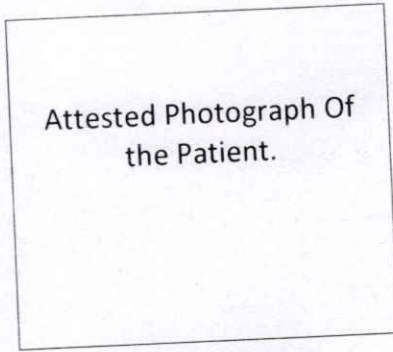
Fortis Hospital, Sector-62, Phase-VIII, Mohali.

Dear Sir/madam,

MIC/RELHS Number: _____

Referral Number. _____

OPD/Indoor Number: _____



Subject: Patient Mr/Ms _____ Age/Sex _____

w/o, h/o, s/o, d/o _____

Designation/Dept. _____ Station _____

Diagnosis _____

Case summary & investigation _____

Treatment Given:-

Reason for Referral:- _____

DA: With Declaration Form, MIC/ID Proof.

Chief Medical Superintendent, /Addl. CMS (Adm.)
Northern Railway, Ambala Cantt

Sr. DMO (Physician)/ (Surgeon)

Contact Number for Ambulance:-

Contact Number for Any other assistance: