



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



No. 2020/H-1/11/6/NHA

New Delhi, Dated 06.09.2022

The General Managers,
All Indian Railways.

The Director General,
RDSO.

Sub:- Memorandum of Understanding (MoU) between National Health Authority (NHA) and Ministry of Railways for empanelment of Railway hospitals.

An MoU has been entered into between National Health Authority (NHA) and Ministry of Railways on 05.09.2022 for empanelment of Railway hospitals to provide treatment to AB PM-JAY beneficiaries.

A copy of the MoU is enclosed herewith for information and necessary action at Railways level.

DA: As above

(P. M. Meena / पी. एम. मीना)

Joint Director/Health(संयुक्त निदेशक/ स्वास्थ्य)

Railway Board (रेलवे बोर्ड)

Ministry of Railways (रेल मंत्रालय)

Tele.No.: 011-47854222

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Copy to:

1. The PCMDs/All Indian Railways & PCMO/RDSO.
2. The Principal Financial Advisors, All Indian Railways & Production Units.
3. The Principal Directors of Audit, All Indian Railways/Production Units.
4. The Dy. Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhavan, New Delhi.
5. EDPG/MR, EDPG/MOSR(D) and EDPG/ MOSR(J)
6. F(E) Spl. Branch, Railway Board.

Memorandum of Understanding (MoU)

Between

National Health Authority

Government of India

And

Ministry of Railways

Government of India

(For the Railway Hospitals Empanelled Under AB PM-JAY)



Dr. Pankaj Kumar Arora
Director
National Health Authority



(डॉ. के. श्रीधर)
(Dr. K. SRIDHAR)
कार्यकारी निदेशक स्वास्थ्य (सामान्य)
Executive Director Health (G)
रेल मंत्रालय / Ministry of Railways
रिजल्वे बोर्ड / Railway Board
नई दिल्ली / New Delhi

This Memorandum of Understanding (hereinafter referred to as "MoU") is made at **National Health Authority (NHA)** on this 5th day of September, 2022 "**Effective Date**" at New Delhi, India.

By and Between

National Health Authority, is an attached office of the Ministry of Health and Family Welfare having its office located at Jeevan Bharti Building, 3rd, 7th and 9th Floor, Tower 1, Janpath, Connaught Place, New Delhi – 110001 represented by **Dr. Pankaj Kumar Arora, Director** (hereinafter referred to as "NHA/Authority");

AND

Ministry of Railways, is responsible for managing 91 hospitals empanelled under Ayushman Bharat PM-JAY (having its office located at **Rail Bhawan, New Delhi** represented by **Dr. Sridhar Krishnappa, Executive Director Health (General)** (hereinafter referred to as "Ministry")

(Both the parties are hereinafter, collectively referred to as the "**Parties**" and individually as defined hereinabove and/or as **Party**)

WHEREAS


- A. As part of the comprehensive health care vision of the Government of India (GoI), the Ayushman Bharat Pradhan Mantri-Jan Arogya Yojana (AB PM-JAY) provides financial coverage related to hospitalization up to five lakh rupees to more than 10 crore poor and vulnerable households (more than 50 crore beneficiaries). With the choice of accessing services at both public and private providers across the country, this ambitious mission aids in protecting beneficiary households against health-related contingencies across the life cycle. To operationalize the scheme at the National level, and to rollout the scheme in coordination with the various State Governments, the NHA has been established.
- B. Ensuring access to and delivery of safe, quality health services to its beneficiaries is core to the vision of AB PM-JAY. Health care services under AB PM-JAY will be provided through a network of public hospitals and empanelled private healthcare providers.
- C. Ministry of Railways handles operations and management of hospitals as per Annexure-A.
- D. The Parties have thus decided to enter into this MoU for achieving the objectives so envisaged.

NOW, THEREFORE, in consideration of the promises, mutual covenants and provisions set forth hereinafter, the Parties hereto agree as follows:

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Dr. Pankaj Kumar Arora
Director
National Health Authority

<https://www.staffnews.in>


(डॉ. के. श्रीधर)
(Dr. K. SRIDHAR)
कार्यकारी निदेशक स्वास्थ्य (सामान्य)
Executive Director Health (G)
रेल मंत्रालय/Ministry of Railways
(रेलवे बोर्ड/Railway Board)


1. Term and Termination:

- a. This MoU shall come into force on and from Effective Date and shall be valid till such date when either of the Parties decide to withdraw from it or when the Parties agree to terminate it as per terms stated.
- b. Both Parties have the right to terminate the MOU by either of the options as listed hereunder:
 - i. For Convenience: issuing a prior 90 days' written notice to the other Party.
 - ii. For Cause: by providing 60 days prior notice in writing specifying the reason for termination, and such cause for termination shall be if either party commits a material breach of its obligations under this MoU.
- c. Both the parties agree that termination by convenience or by cause shall not affect the ongoing activities.
- d. The termination of this MOU will not affect validity or duration of any legally binding obligations of confidentiality, security, ownership of intellectual property rights etc. made under this MOU.

2. Objectives of the MoU:


- i. **Signing of Memorandum of Understanding:** NHA and the concerned Ministry of Railways are the signatory of MoU indicating service provisions, fund flow mechanism and other aspect related to AB PM-JAY. As the Railway hospitals are under the administrative control of, and represented by the Ministry of Railways, the MoU between NHA and concerned Ministry of Railways will suffice. Ministry of Railways shall suitably communicate the agreed and executed provisions of this MoU with their respective Railway hospitals. This MoU will supersede all previous MoU on the matter, if any.
- ii. **Coordination and Support:** Handholding support to Railway hospitals will be provided by NHA and SHA. Handholding support will particularly include training and capacity building, hospital empanelment, facilitation to AB PM-JAY beneficiary. For NHCPs situated in non PM-JAY States, coordination and support will directly be provided by NHA in coordination with the concerned Ministry.
- iii. **Cashless service provision:** Railway Hospitals shall not charge any money from the AB PM-JAY beneficiary for any cost related to the treatment including diagnostics drugs and medicine, consumables, specialist consultation visits, food, hospitals stay etc. The Railway hospitals shall be reimbursed at rates defined by NHA/SHA as amended/updated from time to time.
- iv. **Service Delivery under AB PM-JAY:** Delivery of services will be as per the applicable guidelines issued by NHA/SHA.
- v. **Structural Requirements for Registration Counter/Help Desk:** Railway hospitals will provide space for a registration counter/help desk for AB PM-JAY beneficiary registration, Ayushman Card generation and management at the hospital reception.


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Executive Director Health (G)
मंत्रालय, Ministry of Railways
रेलवे बोर्ड, Railway Board

- vi. **Human Resource Requirements:** Railway needs to appoint a Medical Coordinator (Part time) & a Non-Medical Coordinator (Full time) to facilitate beneficiary management.
- The non-medical coordinator/ Arogya Mitra will manage the helpdesk role for the patients visiting the hospital, acting as a facilitator for beneficiaries and are the face of interaction for the beneficiaries. Their role will include helping in beneficiary identification & verification at reception, preauthorization, claim settlement follow-up and Kiosk-management (including proper scheme IEC).
 - The medical coordinator will be an identified doctor in the Railway hospital who will facilitate submission of online pre-authorization and claims requests, follow up for meeting any deficiencies and coordination necessary and appropriate treatment in the hospital.
- vii. **IT System requirements at Railway hospitals:** These Registration Counter/Help Desk need to be equipped with IT Hardware requirements such as desktop/laptop with internet, printer, webcam, scanner, bio-metric device etc. as mandated by the NHA/SHA from time to time. The expenditure for the same shall be made by the respective Ministries.
- viii. **IT System and Technical Support by NHA:** NHA shall provide an IT platform with functional modules for identification of eligible beneficiaries, transaction and claim management and provision of all services under AB PM-JAY, through TMS (Transaction Management System).
- ix. **IEC/Awareness Generation:** Railway hospitals must ensure appropriate promotion of AB PM-JAY in and around the hospital (display banners, brochures etc.) towards effective publicity of the scheme. NHA will be providing the IEC creatives/advertisements that may suitably be modified by the Central Ministries to include its logo. The expenditure incurred on such activities will be borne by Railway hospitals.
- x. **National Portability:** The NHA has laid down the process and terms for extending portability of benefits to all AB PM-JAY beneficiaries across the Railway hospitals, network in India. This will be applicable to all empanelled Railway hospitals across India. Railway hospitals will treat the AB PM-JAY beneficiaries from other states and the claim amount will be paid by the respective patient state. Portability guidelines of NHA would be applicable for such cases as amended from time to time.
- xi. **Grievance Redressal:** Complaints and grievance redressal management system for Railway Hospitals will be handled by the patient state, if Railway Hospital is not satisfied with the SHA resolution, the complaint or grievance shall be escalated to NHA, and NHA will be the final decision-making authority. Grievance Redressal guidelines issued by NHA/SHA as amended from time to time, would be applicable for timely and effective resolution of grievances.
- xii. **Package rates:** Reimbursements shall be based on package rates amended by NHA from time to time. Package rates applicable in States/UTs will be applicable.
- The patient State of the AB PM-JAY beneficiary shall be responsible for reimbursement of claim amount to Railway hospitals.


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 Executive Director Health (G)
 रेल मंत्रालय, Ministry of Railways
 (रेलवे बोर्ड, Railway Board)
 नई दिल्ली / New Delhi

- b. If the patient state has implemented the scheme through a trust, the SHA shall directly reimburse the cost as per applicable package rates decided by NHA.
- c. If it's through an intermediary, insurance companies assigned by SHA of patient state shall reimburse.
- xiii. **Other Financial Provisions:** Financial guidelines of AB PM-JAY issued by NHA from time to time shall be applicable.

3. Confidential Information

3.1 Any information which is of a manifestly confidential nature, that is supplied by Disclosing Party (who discloses such information) to Receiving Party (who is recipient of such information) or otherwise acquired/ accessed by the Receiving Party during the course of dealings between the Parties or otherwise in connection with the MoU must not be disclosed.

3.2 Confidential Information is and will remain the sole and exclusive property of the Disclosing Party (NHA/SHA) and will not be disclosed or revealed by the Receiving Party (Ministry of Railways), except (i) to other employees of the Receiving Party who have a need to know such information and agree to be bound by the terms of this MOU or (ii) with the NHA's prior written consent.

3.3 Personally Identifiable Information (PII) of beneficiary including the treatments shall not be shared with anyone without written and explicit consent from NHA.

4. Notices:

All notices given under this MOU must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or email:

For NHA:

Attention: Dr. Pankaj Kumar Arora
Designation: Director, National Health Authority
Ph: 011-49326703
Email address: director.ho@nha.gov.in

Pankaj Arora

Dr. Pankaj Kumar Arora
Director
National Health Authority

For Ministry of Railways:

Attention: Dr. Sridhar Krishnappa
Designation: Executive Director Health (General), Railway Board, Ministry of Railways
Ph: 011-47843132
Email address: edh@rb.railnet.gov.in

K. Sridhar

डॉ. के. श्रीधर
(Dr. K. SRIDHAR)
कार्यकारी निदेशक स्वास्थ्य (सामान्य)
Executive Director Health (G)
रेल्व बोर्ड/Ministry of Railways
(विशेष निदेशक/ Railway Board)
नई दिल्ली/ New Delhi

5. Miscellaneous:

5.1 Amendment: This MOU may be amended or modified only by a written mutual agreement duly signed by both the Parties.

5.2 Relationship: Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any MOU for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the Ministry of Railways and the NHA or any third-party as a result of this MOU. None of the NHA's employees, workers or other manpower shall be construed or deemed to be the employees of the Ministry at any time and *vice versa*.

To ensure effective engagement of Railway hospitals so that coverage of the AB PM-JAY can be expanded, NHA will extend the AB PM-JAY related support to empanelled Railway Hospitals either directly or through respective State Health Agency (SHA).

5.3 Dispute Resolution and Jurisdiction: If any difference or dispute arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this MOU such dispute shall be resolved amicably between the Parties through Good Faith Negotiations. If required, such dispute or difference shall be taken by either party for resolution through Alternate Dispute Resolution Mechanism via Arbitration as per Arbitration and Conciliation Act, 1996 as amended from time to time or as per the directions issued by Department of Legal Affairs, Ministry of Law and Justice. Both the Parties agree to abide by the circular and notifications to desist from initiating inter-ministerial/departmental litigation issued by Department of Legal Affairs, M/o L J.

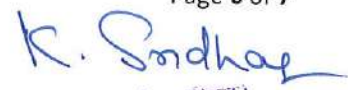
5.4 Severability: In the event that any provision of this MOU is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this MOU.

5.5 Compliance with Applicable Laws: Applicable laws for this MOU shall be laws of India only. Each Party to this MOU accepts that its individual conduct shall, to the extent applicable to its businesses, at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area where they operate, provided that changes in such laws, rules and regulations shall become immediately applicable.

5.6 Privacy: Data privacy policy of National Health Authority (NHA) and statutory laws of Government of India as amended from time to time will be applicable.

5.7 Entire Agreement: This Agreement supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreement between the parties with respect to the said subject matter. Each party to this Agreement acknowledges that such representations, inducements, promises, or agreements, orally or otherwise which are not embodied in this Agreement or





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statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect. However, in case the parties agree on any new proposal/arrangement, the same shall only be valid once it is signed by the Authorized Signatories of both the parties in writing."

This MoU should be read together with the Guidelines for AB PM-JAY issued by NHA, Government of India, and as amended/modified/updated from time to time.

IN WITNESS WHEREOF, both the parties have set and subscribed their respective hands to this Memorandum of Understanding on the date and place first mentioned above, in the presence of following witnesses

FOR National Health Authority	FOR Ministry of Railways
	
Authorized Signatory Name: Dr. Pankaj Kumar Arora Designation: Director	Authorized Signatory Name: Dr. Sridhar Krishnappa Designation: Executive Director Health (G)
Witness 1: (Name, Address, Ph, Designation): Dr. Nishigandha Kulkarni Noida, U.P. Sector 36 9923954888 Senior Consultant, NHA.	Witness 2: (Name, Address, Ph, Designation): Narendra Lal mob. 9717644649  (नरेन्द्र लाल/Narendra Lal) अनुभाग अधिकारी/Section Officer रेलवे : संस्थान/Ministry of Railways रेलवे बोर्ड/Railway Board नई दिल्ली/New Delhi

Annexure-A

Railway Hospitals empanelled under AB PM-JAY

S. No.	Name of the Hospital	District	State
1	Dr. BAM Hospital (Headquater) Byculla	Byculla	Maharashtra
2	Divisional Hospital, Kalyan	Kalyan	Maharashtra
3	Divisional Hospital, Bhusawal	Bhusawal	Maharashtra
4	Divisional Hospital, Nagpur	Nagpur	Maharashtra
5	Divisional Hospital, Pune	Pune	Maharashtra
6	Divisional Hospital, Solapur	solapur	Maharashtra
7	B. R. Singh Hospital, Sealdah, Kolkata	Kolkata	West Bengal
8	Orthopaedic Hospital, Howrah	Howrah	West Bengal
9	Divisional Hospital, Asansol	Asansol	West Bengal
10	Divisional Hospital, Malda	Malda	West Bengal
11	Railway Workshop Hospital, Jamalpur	Jamalpur	Bihar
12	Railway Workshop Hospital, Kanchrapara	Kanchrapara	West Bengal
13	Railway Workshop Hospital, Liluah	Liluah	West Bengal
14	Sub-Divisional Railway Hospital, Andal	Andal	West Bengal
15	Central Super Specialty Hospital, Patna	Patna	Bihar
16	Divisional Hospital, Dhanbad	Dhanbad	Jharkhand
17	Divisional Hospital, Samastipur	Samastipur	Bihar
18	Divisional Hospital, DDU	Mugalsarai	Uttar Pradesh
19	Divisional Hospital, Danapur	Danapur	Bihar
20	Divisional Hospital, Sonpur	Sonpur	Bihar
21	Sub-Divisional Railway Hospital, Gahara (Bihar)	Gahara	Bihar
22	Sub-Divisional Railway Hospital, Gaya (Bihar)	Gaya	Bihar
23	Central Hospital, Bhubaneswar	Bhubaneswar	Odisha
24	Divisional Hospital, Khurda Road	Khurda	Odisha
25	Divisional Hospital, Waltair	Waltair	Andhara Pradesh
26	Divisional Hospital, Sambalpur	Sambalpur	Odisha
27	Divisional Hospital, Delhi	Delhi	Delhi
28	Divisional Hospital, Moradabad	Moradabad	Uttar Pradesh
29	Divisional Hospital, Ambala	Ambala	Punjab
30	Divisional Hospital, Ferozpur	Ferozpur	Punjab
31	Divisional Hospital, Lucknow	Lucknow	Punjab
32	Northern Railway Central Hospital	Delhi	Delhi
33	Sub-Divisional Hospital, Amritsar	Amritsar	Punjab
34	Central Hospital, Allahabad	Allahabad	Uttar Pradesh
35	Divisional Hospital, Jhansi	Jhansi	Madhya Pradesh
36	Divisional Hospital, Agra	Agra	Uttar Pradesh
37	Sub-Divisional Hospital, Kanpur	Kanpur	Uttar Pradesh

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 Director Health (G)
 Director (Railways Board)
 New Delhi

81	Divisional Railway Hospital, Ratlam	Ratlam	Madhya Pradesh
82	Divisional Railway Hospital, Sabarmati	Sabarmati	Gujrat
83	Sub-Divisional Hospital, Dahod	Dahod	Gujrat
84	Divisional Railway Hospital, Rajkot	Rajkot	Gujrat
85	Sub-Divisional Hospital, Valsad, Gujrat	Valsad	Gujrat
86	Central Hospital, Jabalpur	Jabalpur	Madhya Pradesh
87	Divisional Hospital, Kota	Kota	Rajasthan
88	Sub-Divisional Hospital, Itarsi Divn, Bhopal	Bhopal	Madhya Pradesh
89	Sub-Divisional Hospital, Gangapur City Divn, Kota	Swaimadhapur	Rajasthan
90	Sub-Divisional Hospital, Bina, Saugor	Bina	Madhya Pradesh
91	Extra Divisional Hospital, RDSO/LKO	Lucknow	Uttar Pradesh

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