



REGIONAL OFFICE

EMPLOYEES STATE INSURANCE CORPORATION  
PANCHDEEP BHAWAN, SARVODAYA NAGAR, KANPUR

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**Expression of Interest (Eoi) for empanelment for Tertiary Medical Care to ESI Beneficiaries.**

The Regional Director(R.D.), Employees State Insurance Corporation(ESIC), Panchdeep Bhawan, Sarvodaya Nagar, Kanpur, Uttar Pradesh - 208005 invites sealed Expression of Interest (Eoi) for entire state of UP for empanelment of tertiary medical care/ Super Specialty Medical treatment from Health Care Organizations (HCOs) (Hospitals/ Cancer Hospitals/ Imaging Centers/ Diagnostic Laboratories) empanelled with CGHS/State Govt./ PSUs etc, for ESI beneficiaries on cashless basis as per CGHS/ESIC/AIIMS rates.

HCOs shall download Eoi documents which comprises the Application form along with General terms ,Condition and Criteria (Annexure-I), format of Application (Annexure-II), Certificate of Undertaking (Annexure-III), Memorandum of Understanding (MoU)(Annexure-IV), Addendum MoU for Bill scrutiny processing and payment (Annexure-V) and Checklist (Annexure-VI) from websites [www.esic.nic.in](http://www.esic.nic.in) or [www.esicuttarpradesh.org](http://www.esicuttarpradesh.org).

Duly completed, signed and sealed application form(s) along with annexure and supporting documents thereof super subscribed as “**Eoi for empanelment of HCOs for tertiary medical care services**” submit to address as mention above.

**As per the schedule given below-**

Last date and time of receipt of Eoi form - 21.02.2019 12:00 hrs

Date & Time of opening Eoi - 21.02.2019 14:00 hrs

If bids opening date happens to be a holiday, it will be accepted and opened on next working day.

Eoi will be open in the chamber of State Medical Officer (SMO), ESIC in presence of representative/ authorized person of HCOs, who wish to be present. The application form shall accompany non-refundable fee of Rs. 1,000/- in form of banker cheque/ bank draft drawn in favor of ESI Fund account No.1 payable at Kanpur.

The competent authority reserved the right to accept or reject any or all application(s) / EOIs without assigning any reason(s) thereof.

(Regional Director)

**On Letter Head of HCO**

**(EOI for empanelment of Hospitals for tertiary Care Treatment)**

**TO,**

**The Regional Director(R.D.),  
Employees State Insurance Corporation,  
Panchdeep Bhawan, Sarvodaya Nagar,  
Kanpur, Uttar Pradesh – 208005**

**Subject- Expression of Interest (Eoi) for empanelment for Tertiary Care Treatment to ESI Beneficiaries.**

Sir/Madam,

In reference to your advertisement in the newspaper/website dated....., I/We (on behalf of our HCOs) offer to provide the Tertiary Medical Care/ Super Specialty Medical Treatment services to ESI Beneficiaries on cashless basis in state of Uttar Pradesh.

I/We (on behalf of our HCOs) pledge to abide by the terms and conditions of the EOI document and I/We also certify that the all information as submitted by me/us in Annexure I,II,III,IV,V and VI are correct and I/We fully understand the consequences of default on our part, if any.

**(Name and signature of the proprietor/partner/director)**

Place:

Date:

**Enclosures:** Duly filled, signed and stamped Annexure I,II,III,IV,V and VI.

(Please read all the terms and conditions carefully before filling the application form and annexure thereto)

**TERMS, CONDITIONS AND CRITERIA FOR EMPANELMENT, DE-EMPANELMENT AND BLACKLISTING OF HEALTH CARE ORGANIZATIONS (HCOs).**

**General Terms and Conditions**

1. HCOs situated in State of UP providing Tertiary Medical Care/Super Specialty Treatment services may apply.
2. Expression of Interest (EoI) document Cost- The application form shall accompany non-refundable fee of Rs. 1,000/- in form of banker cheque/ bank draft drawn in the favor of ESI fund account no.1 payable at Kanpur.
3. Duly completed, signed and sealed EoI Forms along with annexures and necessary documents thereof super subscribed as “EoI for empanelment of HCOs for Tertiary Medical Care Services” either dropped in person in EoI box kept at office of Regional Director (General Branch) or to be send by registered/ speed post at Regional Director (General Branch), Regional Office, ESIC, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur, UP-208005.
4. Duly completed EoI form(s)/ application form(s) received after the scheduled date and time, without of prescribed fee and necessary documents shall summarily be rejected.
5. The HCOs which fulfill all the criteria as lay down by ESIC may be invited for executing agreement on appropriate value of stamp paper through authorized signature of HCOs and designated authority of this office.
6. The empanelment shall be initially for a period of two year which may be extended for up to another one year with mutual consent.
7. HCOs that are recommended for empanelment after assessment shall also furnish a Performance Bank Guarantee/ account payee demand draft valid for period 30 months that is 6 months beyond empanelled period to ensure efficient services and to safeguard against any default:  
Hospitals/ Cancer Units – Rs. 5 Lakhs  
Diagnostic centres – Rs. 1 Lakh
8. Applicant HCOs shall download EoI document which comprise application forms and annexures (wherever applicable) should be duly filled and send by proprietor, partner, director or authorized person with official seal/ rubber stamp(authority letter should be enclosed if signed by person other than proprietor/ partner / director).
9. Applicants or his/her representative should always be available/approachable over phone, e-mail and fax etc. for this purpose, a Nodal Officer shall be nominated by hospital to interact with ESIC beneficiaries/ Medical Superintendents offices/ Regional Office, UP. His/her mobile number/email ID/Fax details should be made available to ESIC & should also be displayed at the helpdesk provided for ESIC beneficiaries.
10. The competent authority reserved the right to accept or reject any or all application(s) / EOIs without assigning any reason(s) thereof.

**Criteria for Empanelment of Tertiary Medical Care HCOs**

1. The Health Care Organizations (HCOs) (hospitals/Cancer Hospitals/ Imaging Centres/ Diagnostic Laboratories) which are approved for empanelment by CGHS shall be consider for empanelment, after obtaining consent and other particulars as required for empanelment from the concerned Health Care Organization.
2. If CGHS approved Health Care Organizations are not available/ inadequate then the Sate Govt. approved Health Care Organizations may be considered for empanelment after obtaining consent and other particulars as required for empanelment form concerned Health Care Organization.

3. The areas where neither the CGHS approved nor the State Govt. approved Health Care Organizations are available or inadequate in number, then the Health Care Organizations which are approved by Public Sector Insurance Companies may be considered for empanelment after obtaining consent and other particulars as required for empanelment from concerned Health Care Organizations.
4. There may be some areas where none of the Health Care Organization is approved by any of the above mentioned agencies or they are inadequate, in such situation the empanelment will be based on the CGHS criteria. The Health Care Organizations qualifying the CGHS criteria are to be empanelled.
5. The scope of services to be covered under Tertiary Medical Care/ SST are as under:
  - i. Any treatment rendered to the patient at a tertiary centre/ SST hospital by a super specialist
  - ii. Cardiology and cardiothoracic vascular surgery.
  - iii. Neurology and neurosurgery
  - iv. Pediatric surgery.
  - v. Oncology and onco surgery
  - vi. Urology/ Nephrology
  - vii. Gastroenterology and GI surgery
  - viii. Endocrinology and endocrine surgery
  - ix. Burns and plastic surgery
  - x. Reconstruction surgery
  - xi. Super Specialty investigations: this will include all the investigations which requires intervention and monitoring by super specialist in the disciplines mentioned above. In addition the following specialized investigations will also be covered under SST:
    - a. CT scan
    - b. MRI
    - c. PET scan
    - d. Eco cardiography
    - e. Scanning of other body parts
    - f. Specialized bio-chemical and immunological investigations
    - g. Any other investigation costing more than Rs. 3000/- per test.
6. The Health Care Organizations should preferably be accredited by **National Accreditation Board for Hospitals & Healthcare Providers (NABH)**.
7. However, the hospitals which are not accredited by NABH may also apply for empanelment but their empanelment shall be provisional till they get NABH accreditation, which must preferably be done within a period of six months but not later than one year from the date of their empanelment.
8. Similarly, the diagnostic laboratories should have been accredited by **National Accreditation Board for Testing and Calibration Laboratories (NABL)**. However, the diagnostic laboratories, which are not accredited by NABL may also apply for empanelment but their empanelment shall be provisional till they are accredited for NABL certificate, which must be done preferably within a period of six months but not later than one year from the date of their empanelment.
9. The hospitals/ Cancer Hospitals/ Imaging centres which are not NABH accredited and diagnostic laboratories which are not NABL accredited may be empanelled provisionally on the basis of fulfilling the criteria and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from NABH/NABL as the case may be, which must preferably be done with in a period of six months but not later than one year of their empanelment, the empanelled hospital/ diagnostic laboratory shall forego 50% of the performance Bank Guarantee and its name would be removed from the panel of ESIC.

10. ESIC also reserves the right to prescribe / revise rates for new or existing treatment procedure(s)/ investigation(s) as and when CGHS/ ESIC/ AIIMS revise the rates, or otherwise.
11. Copies of following documents (Wherever applicable) are to be enclosed along with the EoI-
  - a. Copy of legal status, place of registration and principal place of business of the Health Care Organization or partnership firm, etc.
  - b. A copy of partnership deed/ memorandum and articles of association, if any.
  - c. Copy of customs duty exemption certificate and the conditions on which exemption was accorded.
  - d. Copy of the license for running Blood Bank.
  - e. Copy of documents full filing necessary statutory requirements.
  - f. The Health Care Organization must have been in operation for at least one full financial year. Copy of audited balance sheet, profit and loss account for the preceding financial year to be submitted (Main documents only).
  - g. Copy of NABH/NABL accreditation in case of NABH/NABL accredited Health Care Organizations.
  - h. Copy of NABH/NABL application in case of Non-NABH/ non-NABL accredited Health Care Organizations.
  - i. List of treatment procedures/ investigations/ facilities available in the Health Care Organization.
  - j. State registration certificate / Registration with Local bodies, wherever applicable.
  - k. Compliance with all statutory requirements including that of Waste Management.
  - l. Fire Clearance Certificate/ Certificate by authorized third party regarding the details of Fire safety mechanism as in place in the Health Care Organization.
  - m. Registration under PNDT Act, for empanelment of Ultrasonography facility.
  - n. AERB approval for tie-up for radiological investigations/ Radiotherapy, wherever applicable.
  - o. Certificate of Undertaking as per the Annexure-III.
  - p. Certificate of Registration for Organ Transplant facilities, wherever applicable.
  - q. Photo copy of PAN Card.
  - r. Bank Details.
12. The Health Care Organization must have the capacity to submit all claims/ bills in electronic format to the ESIC/ESIS system and must also have dedicated equipment, software and connectivity for such electronic submission.
13. The Health Care Organization must give an undertaking accepting the terms and conditions spelt out in the Memorandum of Agreement which should be read as part of the this document. **(Annexure IV & V)**
14. The Health Care Organization must certify that they shall charge as per CGHS/ ESIC/ AIIMS rates and that the rates charged by them are not higher than the rates being charged from their other patients who are not ESI beneficiaries.**(Annexure III)**
15. The Health Care Organization must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special concessions such as but not limited to concessional allotment of land or customs duty exemption.
16. HCOs will mapped with Bill Processing Agency (BPA) empanelled by ESIC currently UTI – ITSL.
17. MINIMUM NUMBER OF BEDS REQUIRED - 30 beds.
18. Empanelment of Multi Super Specialty will be prefer and for dialysis, multispecialty hospital with in house dialysis facilities are to be preferred in case of non- availability, stand alone dialysis centre with nephrologist and preferably with ICU services will be prefer for empanelment.
19. The Health Care Organizations must have minimal annual turnover of Rs. 1 Crore Diagnostic Laboratories and Imaging Centre must have a minimal annual turnover of Rs 10 Lacs.

20. In addition the imaging centres shall meet the following criteria - copies or relevant documents:

i. **MRI Centre**

Must have MRI machine with magnet strength of 1.0 Tesla or more.

ii. **CT Scan Centre**

Whole Body CT Scanner with scan cycle of less than one second (sub-second) Must have been approved by AERB

iii. **X-ray Centre/ Denta/X-ray/OPG centre**

a. X- Ray machine must have a minimum current rating of 500 MA with image intensifier TV system.

b. Portable x-ray machine must have a minimum current rating of 60 MA. Dental x-ray machine must have a minimum current rating of 6 MA. OPG X-ray machine must have a current rating of 4.5 -10 MA

c. Must have been approved by AERB

iv. **Mammography Centre**

Standard quality mammography machine with low radiations and biopsy attachment.

v. **USG / Colour Doppler Centre**

a. It should be of high-resolution Ultrasound standard and of equipment having convex, sector, linear probes of frequency ranging from 3.5 to 10 MHz should have minimum three probes and provision/facilities of trans Vaginal/ Trans Rectal Probes.

b. Must have been registered under PNDDT Act.

vi. **Bone Densitometry Centre**

Must be capable of scanning whole body

vii. **Nuclear Medicine Centre**

Must have been approved by AERB / BARC

**21. Payment –**

a. In case referral generated by ESIC Hospitals, the respective hospital will make payment directly to empanel HCOs.

b. In case of referral generated by ESIS Hospitals/dispensaries, newly implemented area & DCBO (Dispensary Cum Branch Office) for super specialty treatment, the office of Regional Director will process and make payment directly to the tertiary care HCOs.

c. Bill once scrutinize by BPA, the RD/MS, ESIC Hospital will release the payment as per turnaround time and guideline issued by ESIC Hqrs. Office on time to time basis.

### **Criteria for de-empanelment**

De-empanelment of the empanelled Health Care Organization(s) could be made due to anyone of the following reasons:

1. Rendering resignation written unwillingness to continue in the panel.
2. Due to unsatisfactory services and proven case of malpractice/ misconduct.
3. Refusal of services to ESI beneficiaries.
4. Undertaking unnecessary procedures in patients referred for IPD/OPD management.
5. Prescribing unnecessary drugs/tests while the patient is under treatment.
6. Over billing of the procedures/treatment investigations undertaken.
7. Reduction in staff/infrastructure equipment etc. after the hospital has been empanelled.
8. Non submission of the report, habitual late submission or submission of incorrect data in the report.
9. Refusal of credit to eligible beneficiaries and instead asking them to pay.
10. If not recommended by NABH/NABL at any stage.
11. Discrimination against ESI beneficiaries vis-a-vis general patients.
12. Death of owner/Change of ownership, location of business place or the practice place, as the case may be, if not approved by Competent Authority.
13. If the owner gives the establishment on lease to other agency, they will be liable for de-empanelment.

### **Procedure for de-empanelment/blacklisting**

1. If any empanelled Health Care Organization is detected to be indulging in malpractice/unethical practice/medical negligence or defaulter of any of the criteria listed in de-empanelment, the matter will be got investigated by the competent authority.
2. On receiving information of de-empanelment /blacklisting of Health Care Organisation(s) from the CGHS/Railways/DGAFMS or any other Govt. organisation.
3. On receiving information in both cases as listed out in paragraphs 1 and 2 above, the empanelled facility will be given an opportunity to show cause before a decision of de-empanelment/blacklisting is taken.
4. Based on the investigation report and examining the reply of show cause notice the office of RD, as the case may be, shall decide to de-empanel/blacklist the Health Care Organisation(s).
5. Once any Health Care Organisation is de-empanelled, the MoU with that Health Care Organisation shall stand terminated from the date of de-empanelment. The de-empanelled Health Care Organisation will be debarred for empanelment for a period of one year.
6. If the Health Care Organisation is blacklisted then the MoU with that Health Care Organisation shall stand terminated from the date of blacklisting. The blacklisted Health Care Organisation will be debarred for empanelment for a period of three years.

### **Re-empanelment of de-empanelled/blacklisted Health Care Organisation(s)**

1. The de-empanelled Health Care Organisation(s) may be considered for re-empanelment after one year from the date of de-empanelment.
2. The blacklisted Health Care Organisation(s) may apply for empanelment only after expiry of three years from the date the Health Care Organisation was blacklisted.
3. The de-empanelled/blacklisted Health Care Organisation shall apply as fresh applicant for empanelment only after expiry of the period of de-empanelment blacklisted.
4. The re-empanelment shall be done by following the prescribed procedure for empanelment. The de-empanelled/blacklisted Health Care Organisation will be considered as fresh applicant for empanelment.

**FORMAT FOR EMPANELMENT OF HOSPITALS**

1. Name of the city where hospital is located

2. Name of the Hospital

3. Address of the hospital

4. Tel/ Fax/ e-mail

Telephone no.	
Fax	
e-mail address	
Name and contact details of Nodal persons	

**Whether NABH accredited**

**Whether NABH applied for**

**Details of Accreditation and Validity period**

A. Details of the application fee draft of Rs. 1000/-

Name & address of the Bank

DD no.

Date of issue

B. Total turnover during last financial year

(Certificate from Chartered Accountant is to be enclosed)

5. For Empanelment as Hospital for all available facilities

Cancer Hospital / Unit

6. Total Number of beds

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7. Categories of beds available with number of total beds in following type of wards

Casualty / Emergency ward

--	--

ICCU/ ICU

--	--

Private

--	--

Semi private (2-3 bedded)

--	--

General ward bed (4-10)

--	--

Others

--	--



8. Total Area of the hospital

Area allotted to OPD

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Area allotted to IPD

--	--	--	--

Area allotted to Wards

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9. Specifications of beds with physical facilities / amenities

Dimension of ward Number of beds in each ward

Length

Breadth

(Seven Square meter floor area per bed required) (IS:12433- part 2:2001)

10. Furnishing specify as (a), (b), (c), (d) as per index below

a. Bedside table

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b. Wardrobe

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c. Telephone

--

d. Any other

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11. Amenities specify as (a), (b), (c), (d) as per index below Amenities

a. Air conditioner

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b. T.V.

--

c. Room service

--

d. Any other

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12. Nursing care

a. Total no. of Nurses


b. No. of para – medical staff

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c. Category of Bed/Nurse Ratio(acceptable Actual bed/ nurse standard) ration

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d. High dependency Unit 1:1

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13. Alternate power source

Yes

NO

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14. Bed occupancy rate

General Bed

--	--

Semi –private bed

--	--

Private bed

15. Availability of Doctors

a. No. of In-house doctors

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b. No. of In-house Specialists / Consultants

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16. Laboratory facilities available –Pathology, Biochemistry, Microbiology or any other

17. Imaging facilities available

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18. No. of Operation Theaters

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19. Whether there is separate OT for Specific cases

Yes / No

**20. Supportive services**

Boilers /sterilizers

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Ambulance

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Laundry

--

House keeping	<input type="text"/>
Canteen	<input type="text"/>
Gas plant	<input type="text"/>
Dietary	<input type="text"/>
Others (preferably)	<input type="text"/>
Blood Bank	<input type="text"/>
Pharmacy	<input type="text"/>
Physiotherapy	<input type="text"/>

21 Waste disposal system as per statutory requirements

**22 ESSENTIAL INFORMATION REGARDING CARDIOLOGY AND CTVS**

Number of coronary angiograms done in last one year	<input type="text"/>
Number of Angioplasty done in last one year	<input type="text"/>
Number of open heart surgery done in last one year	<input type="text"/>
Number of CABG done in last year	<input type="text"/>

**23. RENAL TRANSPLANTATION, HAEMODIALYSIS/UROLOGY/UROSURGERY**

Number of Renal Transplantations done during last one year	<input type="text"/>
Number of years this facilities is available	<input type="text"/>
Number of Hemodialysis unit	<input type="text"/>

**Criteria for Dialysis:**

- ❖ The center should have good dialysis unit neat, clean and hygienic like a minor OT.
- ❖ Center should have at least **four** good Haemodialysis machines with facility of giving bicarbonate Haemodialysis.
- ❖ Centre should Have **water-purifying unit equipped with reverse osmosis**.
- ❖ Unit should be **regularly fumigated** and they should perform regular antiseptic precautions.
- ❖ Centre should have **facility for** providing dialysis in **Sero positive** cases.
- ❖ Centre should have trained dialysis Technician, Nurses, **full time Nephrologists** and Resident Doctors available to mange the complications during the dialysis.
- ❖ Centre should conduct at least **150** dialysis per month and each session of hemodialysis should be at least of 4 hours duration.
- ❖ Facility should be available 24 hours a day.

Whether it has an immunology lab Yes/No

If so, does it exist within the city where the hospital is located Yes/No

Whether it has blood transfusion service with Facilities for screening HIV markers for Hepatitis(B&C), VDRL Yes/No

Whether it has a tissue typing unit DBCA/IMSA/ DRCG scan facility and the basic Radiology facilities Yes/No

24. **LITHOTRIPSY**

No. of cases treated by lithotripsy in last one year 

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Average number of sitting required per case 

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Percentage of cases selected for Lithotripsy, which required Conventional surgery due to failure of lithotripsy 

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25. **LIVER TRANSPLANTATION**- Essential information reg.

Technical expert with experience in liver Transplantation who had assisted in at least Fifty liver transplants Yes/No

(Name and qualifications)

Month and year since Liver Transplantation Is being carried out 

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No. of liver transplantation done during the last one year 

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Success rate of Liver transplant 

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Facilities of transplant immunology lab

Tissue typing facilities Yes/No  
Blood Bank Yes/No

**26. ORTHOPEDIC JOINT REPLACEMENT**

- a. Whether there is Barrier Nursing for Isolation for patient Yes/No
- b. Facilities for Arthroscopy Yes/No

**27. NEUROSURGERY**

- Whether the hospital has aseptic Operation theatre for Neuro Surgery Yes/No
- Whether there is Barrier Nursing for Isolation patient Yes/No
- Whether, it has required instrumentation for Neuro- surgery Yes/No
- Facility for Gamma Knife Surgery Yes/No
- Facilities for Trans- sphenoidal endoscopic Surgery Yes/No
- Facility for Stereotactic surgery Yes/No

**28. GASTRO- ENTEROLOGY**

- Whether the hospital has aseptic Operation theatre for Gastro – Eenterology & GI surgery Yes/No
- Whether, it has required instrumentation for Gastro – Enterology – GI Surgery Yes/No
- Facilities for Endoscopy – specify details

**29. ONCOLOGY**

- i Whether the hospital has aseptic Operation theatre foR Oncology – surgery Yes/No
- a) Whether, it has required instrumentation for Oncology Surgery Yes/No
- ii Facilities for Chemotherapy Yes/No
- iii Facilities for Radio – Therapy (specify) Yes/No
- iv Radio- therapy facility and manpower shall be as per guidelines of BARC Yes/No
- V Details of facilities under Radiotherapy

**30. ENDOSCOPIC/LAPAROSCOPIC SURGERY:**

**Criteria for Laparoscopic/Endoscopic Surgery:**

- Center should have facilities for casualty/emergency ward, full fledged ICU, proper wards, proper number of nurses and paramedical, qualified and sufficient number of Resident doctors/specialists.
- The Surgeon should be Post Graduate with sufficient experience and qualification in the specialty concerned.
- He/she should be able to carry out the surgery with its variations and able to handle its complications.
- The hospital should carry out at least 250 Laparoscopic surgeries per year.
- The hospital should have at least one complete set of laparoscopic equipment and instruments with accessories and should have facilities for open surgery i.e. after conversion from Laparoscopic surgery.

**Yes/No**

**SIGNATURE OF APPLICANT OR AUTHORIZED AGENT**

**Certificate of Undertaking**

1. It is certified that particular given in Eol/ Application for tertiary care medical services are correct and eligibility criteria are satisfied.
2. That Health Care Organization (HCOs) shall not charge ESI beneficiaries higher than the CGHS notified rates or the rates charged from other patients who are not ESI beneficiaries.
3. That the rates have been provided against a facility/ procedure/ investigation actually available at the Organization.
4. That if any information is found to be untrue, HCOs would be liable for de-recognition by ESI. The organization will be liable to pay compensation for any financial loss caused to ESI of physical and or mental injuries caused to its beneficiaries.
5. That the HCOs have the capability to submit bills and medical records in digital format and that all billing will be done in electronic format and medical records will be submitted in digital format.
6. The HCOs will pay damage to beneficiaries if any injury, loss of part or death occurs due to gross negligence.
7. That the HCOs have not been de-recognized by CGHS or any State Govt. or other organizations .
8. That no investigation by Central Govt./ State Govt. or any statutory investigating agency is pending or contemplated against the HCOs.
9. Agree for the Terms and Conditions prescribed in the Eol document.
10. HCOs agree to implement electronic medical records and EHR as per the standards approved by Employees State Insurance Corporation (ESIC).

**Signature and seal of Applicant or Authorized Agent**

**PROPOSED AGREEMENT  
BETWEEN ESIC  
AND  
HCO**

.....**Hosp. Name**.....

This Agreement is made on the ..... day of ..... between the Employees State Insurance Corporation (ESI Corporation, for short), through its Regional Director (RD), ESI Corporation, KANPUR, UP. (herein after called ESIC, 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

....., (herein after called the empanelled center) of the **Second Part**.

WHEREAS the ESI Corporation is providing comprehensive medical care facilities to the ESI Beneficiaries.

AND WHEREAS RD proposes to provide treatment facilities to the ESI Beneficiaries in the Private Recognized Hospitals.

AND WHEREAS, .....**Hospital Name**..... , offered to give the following treatment & diagnostic facilities to the ESI Beneficiaries in the Hospital.-

**SuperSpecialty Treatment Services-**

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

**NOW THEREFORE, IT IS HEREBY AGREED between the Parties as follows:**

- 1 a- The validity of contract shall be w.e.f ..... to .....
  - b- Empanelled centre will provide all the facilities as per the package rates agreed to for various procedures, investigation etc. on the CGHS **Kanpur** rate, If CGHS rates are not available then AIIMS / ESIC rates and terms and conditions to ESIC beneficiaries.
  - c- ESIC may enter in to agreement with a bill processing agency ( BPA) for bill scrutiny, processing and payment of SST bills. A Separate sub agreement for bill processing with UTI-ITSL (BPA) is an integral part of this agreement with ESIC ( As per Annexure -V).
- 2 Empanelled centre will provide all the services on cashless basis to ESI beneficiaries.

- 3 The empanelled centre will provide treatment only to referred beneficiaries by the competent authorities as defined.
- 4 The empanelled Hospital shall provide services only for which it has been empanelled by ESIC at rates fixed by CGHS from time to time and shall be binding.
- 5 A copy of Discharge Slip incorporating brief history of the case, diagnosis detail of procedure done, reports of investigation, and identification stickers of implants treatment given and advised or invoiced shall be submitted by the hospital along with the adjustment bill.
- 6 The Hospital agrees that 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 effect and/or deficiencies in rendering such services.
- 7 The Hospital agrees that during the In-patient treatment of the ESI beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines/consumables/ equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the ESIC which includes the cost of all the items. Appropriate action, including removing from ESIC empanelment and / or termination to this Agreement may be initiated on the basis of a complaint, medical audit or inspections carried out by ESI team.
- 8 The Hospital will honour permissions issued by the Referring Authority i.e. Medical Superintendent / IMO In Charge in case of dispensary to the eligible ESI beneficiaries holding valid ESI Medical Benefit Card. Treatment will be provided as per prevalent / applicable CGHS rates.
- 9 In case of any natural disaster / epidemic, the hospital / diagnostic hospital shall fully cooperate with the ESIC and will convey / reveal all the required information apart from providing treatment.
- 10 The procedure for submission / payment of bills will be as under:-
  - A. Tie-up institution will submit the bills directly to the MS / Deputy MS / IMO In Charge of the ESI Hospital / ESI Dispensary or office from where the patient has been referred, along with the necessary supporting documents within 15 days of discharge of patient. In case the bills are not submitted within 15 days without sufficient reason, the bills will not be entertained.
  - B. The hospital will also provide along with the bills, the details of the cases on CD/ Electronic Record to MS/ RD office. The bills shall be scrutinized for correctness by the MS of the referring ESI Hospital / IMO In Charge of the referring ESI Dispensary and the office of the RD make final scrutiny and payment as may be prescribed by ESIC, before timely payment of the bills by the RD of the state ( Except referral cases of MS ESIC Hospital Sahibabad, Ghaziabad, / Jajmau, Kanpur, / Sarojani Nagar, Lucknow / Pandeypur, Varanasi, C B Ganj , Bareilly, UP, as these hospital are directly run by corporation ( D (M)D ) and payment will be made by respective hospital at their own part. )



11 The hospital will investigate / treat the ESIC beneficiary patient only for the condition for which they are referred with permission, and in the specialty and / or purpose for which they are approved by ESIC. In case of unforeseen emergencies of these admitted patients during period of admission for approved purpose / procedure, necessary life saving measures be taken and concerned authorities may be informed accordingly with justification for approval of same.

12 The Hospital will not refer the patient to other specialist / other hospital without prior permission of ESIC authorities.

13 The duration of indoor treatment for specialized and other procedures will be as per CGHS/ ESI terms and conditions.

14 **DUTIES AND RESPONSIBILITES OF EMPANELLED HOSPITALS/ DIAGNOSTIC CENTERS.**

“It shall be the duty and responsibility of the 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 **HOSPITAL’S /DIAGNOSTIC CENTER’S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD.**

The 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 with in its own authority and abide by the directives issued by the ESIC. 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.

16- It is responsibility of empaneled hospital ( IInd party) to make available ambulance free of charge to refering ESI Hospital on call from ESI hospital for transportation of patient to tie-up hospital.

17- The hospital shall provide services as per the requirement specified by the ESIC in term of the provisions of this agreement, Any violation / defaults by the hospital action will be taken for removing the hospital from the empanelment of ESIC and termination of this agreement.

18- For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the ESIC shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any will lead to the stoppage of referral to that Hospital.

19 **TERMINATION FOR DEFAULT**

19.1 The ESIC 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:

- (a) If the Hospital fails to provide any or all of the services for which has been recognized within the period(s) specified in the Agreement, or within any extension thereof if granted by the ESIC pursuant to Condition of Agreement or
- (b) If the Hospital fails to perform any other obligation(s) under the Agreement.
- (c) If the Hospital, in the judgment of the ESIC has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

19.2 If the hospital or its management, found to be involved in or associated with any unethical, illegal or unlawful activities, evasion of taxes, employees dues, violation of statutes, insolvency, non-repayment of bank loans etc, the Agreement will be summarily suspended by ESIC without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 10 days of the receipt of show cause notice.

## 20 **INDEMNITY**

The Hospital shall at all times indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC, along with (or otherwise) , Hospital as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC 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 Hospital will pay all indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obliged. ESIC may at its discretion and shall always be entirely at the cost of the Hospital defend such suit , either jointly with the Hospital or singly in case the latter chooses not to defend the case.

## 21 **ARBITRATION**

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ESIC 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 Regional Director who will give written award of his decision to the parties. The decision of the Arbitrator 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 Kanpur.

22 **MISCELLANEOUS**

- 22.1 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 the ESIC and the Hospital.
- 22.2 The Hospital shall not represent or hold itself out as agent of the ESIC.
- 22.3 The ESIC will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any ESIC 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 work or perform their duties under this Agreement or otherwise.
- 22.4 Their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.
- 22.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 22.6 Should the hospital get wound up or partnership / firm / company is dissolved, the ESIC 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 Hospital during the period when the Agreement was in force.
- 22.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.
- 22.8 A recognized private hospital whose rates for a procedure /test / facility are lower than the approved CGHS rates shall charge the ESI beneficiaries as per actual.

23 **NOTICES**

- 23.1 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.

**ESIC, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur, UP- 208005.**

Hospital with address:

.....**Hospital Name**.....

23.2 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

Signed By

(Authorized Signatory)

(Regional Director)

In presence of

Witness:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**Place- Kanpur**

**Date-**

**Changes/addendum in the existing MoU between ESIC locations and empanelled institutions to incorporate UTIITSL as Bill Processing Agency (BPA) for bill scrutiny, processing and payment under Contract with ESI Corporation**

**Introduction**

ESIC is providing comprehensive medical care facility to its beneficiaries/and their dependents. In the process, ESIC has empanelled hospitals/diagnostic centers for providing treatment to its beneficiaries. ESIC has decided to appoint UTIITSL as a Bill Processing Agency (BPA) for processing the claims and recommending the payment to be released on behalf of ESIC. The medical care facility is extended to the ESIC beneficiaries who are entitled to cashless facility in the ESIC empanelled hospitals/diagnostic centers.

Here after respective MS's-ESIC Hospitals & Regional offices will enter into MOU/ Addendum to MoU (as the case maybe) with empanelled hospitals to enable referral generation and online billing through UTI Module. BPA will provide a front end user interface through the software where in the respective MS's-ESIC Hospitals/Regional offices/ designated officials of ESIC will be able to update all necessary details of registration of empanelled hospitals/diagnostic centers with validity, extension of validity/ details of accreditation (NABH/NABL), de-empanelment of hospital, classification of hospital and any other parameters/criteria as specified by ESIC from time to time.

Expenditure incurred on services provided by empanelled hospital/diagnostic center is paid directly to the empanelled facility by ESIC after the bill is processed by BPA. UTIITSL/BPA has agreed to provide a transparent system for online referral generation and bill processing (as per ESIC Policy and Standard Operating Procedures) for scrutiny and processing of all bills (SST/Secondary/ Investigations etc.) of Empanelled Hospitals/Diagnostic Centers for beneficiaries referred from ESIC Hospitals and bills for only Super Specialty treatment in case of ESIS Hospitals.

BPA shall be providing the required software as per MOU to all empanelled hospitals/diagnostic centers of ESI to run the process.

## **I Pre-requisites:**

1. The empanelled hospitals/diagnostic centers are required to sign the addendum (Annexure - A) of MoU with ESIC Hospital / Institution/Regional office.
2. Soft copy of the addendum duly signed by both parties is also required to be uploaded on to BPA's software module.
3. Empanelled hospitals/diagnostic centers need to submit attested copies of following physical documents to BPA.
  - a. Revised MoU/agreement signed by ESI hospital/ institution/ Regional office (Healthcare payer) with the empanelled hospital (Healthcare provider), showing the date/duration of validity of agreement/MoU.
  - b. Empanelled hospitals/diagnostic centers to provide user details, roles to be played and authority of users who shall be processing/submitting the claims online of referred patients of ESI Hospital/Institution using BPA.
  - c. NABH/NABL and other relevant certificates of the empanelled hospital/diagnostic center along with the validity date / period.
  - d. Rate list for procedures and services:
4. Empanelled hospital/diagnostic center shall abide by any other requirement specified from time to time by ESIC and/or BPA in regards to implementation of online referral processes, clinical data and claim generation using the software application.
5. On fulfilling requirements by the empanelled hospital/diagnostic center, BPA shall provide Login Details along with User access details; the receipt of which is to be confirmed by the empanelled hospital/diagnostic center to both ESIC and BPA.
6. BPA shall provide training to the identified employees of the empanelled hospital/diagnostic center on the access and use of the web based application software, process of honoring routine referrals, emergency referral treatment protocol, final bill uploading/submission processes, and uploading/submission of clinical reports, etc. BPA shall train on the Standard Operating Processes related to bill processing.
7. BPA shall check and verify the authenticity of documents submitted by the empanelled hospital and tally with the document submitted to ESIC/ESIS Hospital/ Institution. BPA shall check and keep a track on steps online, in the online processing activities in order to ensure transparent and fair processes.
8. Empanelled Hospital/diagnostic center shall only be able to upload claims from the date of initiation of revised MoU. System shall auto-reject any claim which is backdated or for past period.
9. The validity of revised MoU with ESIC Hospital/Institution/Regional office and NABH/NABL certificates shall be visible to all parties in the module so as to ensure checking while processing claims. The application software shall have different validations of rates based on criteria for NABH/ NABL certified status of the empanelled hospital/diagnostic center. As and when the MoU validity/Accreditation validity is about to expire, the empanelled hospital/ diagnostic centre needs to upload the renewed relevant document within its login account to maintain continuity for uploading and processing of claims.

10. Access for empanelled hospitals/diagnostics centers, validity of which has expired, will be blocked in the Online Referral generation template of UTI- Module but still exist in the payment module till such time that the respective empanelled hospitals/diagnostics centers are re-empanelled or completion of billing or as directed by ESIC.
11. On expiry of validity as per MoA / MoU at respective locations, empanelled hospitals/diagnostic centers should upload all pending bills at the earliest **but not later than Three (03) months from the date of expiry of MoU,** failing which the empanelled hospitals/diagnostic centers shall have to give justification and seek waiver/condonation of delay from the Competent Authority of respective ESIC Hospital/Regional office.
12. System shall accept the patient claim only with the referral letter within its validity period i.e. 7 days (excluding the date of referral). As and when the referral is Issued, its validity shall get captured online. Therefore, when the empanelled hospital shall submit the claim, system shall authenticate the referral validity.
13. BPA software shall accept documents only in PDF format, of limited size or in any other secure format as modified by ESIC from time to time. If the uploaded document is not legible, BPA software shall auto-reject the same.
14. Empanelled hospital/diagnostic center shall submit original hard copies of bills along with duly signed detailed discharge summary and chronologically placed clinical sheets/investigation reports/Blood bank notes/IPD notes (if needed)/clinical reports/Films/pouches/invoices/price stickers/ Utilization certificates/OT Notes/pre and post operation radiological images for procedures/wrappers and invoice for drugs costing more than Rs 5000/ or any other requirement (as per T&C of MoA which the hospitals and diagnostic centers have with ESIC) etc, which were uploaded in the system in support of the claim, within 7 (seven) working days and not beyond 30 days to the ESIC/ESIS Hospitals/Institutions from where referral was generated. Any bill/claim submitted beyond 30 days should be accompanied with online/offline waiver from ESIC/ESIS hospital/institution and BPA shall not adhere to TAT while processing such claims.

The claim cannot be considered as complete for processing by BPA until such physical submissions are carried out.
15. Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills will be the sole responsibility of the empanelled hospital, thereby meaning, ESIC or BPA shall not be held responsible for the same.
16. BPA shall provide training on e-claim processing and technical assistance related to software glitches.
17. Empanelled hospitals/diagnostic centers are requested to register with the BPA i.e. BPA at the earliest as all referrals shall be made through the systems only to the registered hospitals effective from the date of signing of MOU between ESIC and BPA.

## **II Deployment of software**

BPA shall set up and deploy the customized application (software) as already being used and accepted by ESIC for the bill processing assignment.

## **III Training**

BPA has imparted initial free of cost training to ESIC and empanelled hospitals/diagnostic centers before signing of the contract. The BPA shall again impart refresher onsite training, free of cost at all locations after the MoU is signed. In addition, BPA will prepare a video film, free of cost along with ESIC Officials for complete training purposes.

Additional 3 (three) trainings if required, shall be given through electronic platforms like Skype, Team Viewer, Video Conference, Videos etc without any cost to ESIC / hospitals.

BPA shall further impart training to newly empanelled hospitals at any point later whenever fresh empanelment is undertaken for that respective location and no extra charges will be paid by ESIC for such training on fresh empanelment of a new entity. In such cases also, additional 3 (three) trainings shall be given through electronic platforms like Skype, Team Viewer, Video Conference, Videos etc without any cost to ESIC / hospitals.

After the above trainings have been given and still there is a requirement of any further additional training, then it would be at a cost to be decided by BPA which shall be borne by the empanelled hospital/diagnostic centre.

## **IV Creation of User ID (Activation / Deactivation)**

User IDs will be created for users of empanelled Hospitals/diagnostic centres as per the procedure mentioned below:

- a) Filling the User ID creation form by prospective user.
- b) The role of the user to be mentioned, as defined in the form. (Eg: login details, user access details etc)
- c) The form should be signed by the user and authorized by respective authorised signatory along with official seal and signature of the empanelled hospital/diagnostic centre.
- d) Filling of the user creation template in the Excel format.
- e) Scanned copies of these documents to be forwarded to [esicbpa@utiitsl.com](mailto:esicbpa@utiitsl.com) along with User Creation Template in .XLS format.
- f) If any user is discontinued by whatsoever reason, **it is imperative that** the same should be communicated to BPA by respective authorised Signatory along with official seal



and signature of the empanelled hospital/diagnostic centre for deactivation of old IDs and creation of fresh user IDs by following the above procedure.

#### **V Queries:**

BPA shall facilitate the replies to the queries for all users of the system i.e.ESI Hospitals/Institutions and empanelled hospitals/diagnostic centers through e-mails (BPA - IT & Training Helpdesk) and escalation matrix as under:

Divisional		Manager
Assistant	Vice	President
Dy Vice President		
Vice President		
Senior Vice President		

All queries will be addressed by the BPA promptly within 24 hrs. E-mail resolution MIS will be provided by the BPA. The BPA shall also publish on its webpage [www.esicbpa.utiitsl.com/esic](http://www.esicbpa.utiitsl.com/esic) the process flow and the procedures followed, so that the user does not have to constantly interact with BPA.

BPA shall discourage direct personal discussions of employees with the hospital staff.

#### **VI Procedures- Empanelled hospital/diagnostic centre shall follow ESIC Policy and Standard Operating Procedure as per document attached and as modified by ESIC from time to time.**

#### **VII Processing Fees**

Subject to BPA rendering bill-processing services as per the guidelines, the empanelled hospitals/diagnostic centers/claimants shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.

The Service Fee and Service Tax, GST or any other taxes by whatever name called payable to BPA will be deducted by ESIC from the amount payable to the empanelled hospital/diagnostic center and the amount after deduction of applicable income tax plus Service Tax, GST or any other taxes by whatever name called shall be transferred to the account of BPA through ECS,

or otherwise, as decided from time to time, simultaneously along with the payment/s for empanelled hospital/diagnostic centers. The Income tax to be deducted at source shall be applicable only on the processing fee.

If the claim was rejected or results into nonpayment to the empanelled hospital/diagnostic center, ESIC shall recover the service fee and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic

center (or the group hospitals / companies) and shall pay to the account of the BPA. If there are no subsequent claims from empanelled hospitals/diagnostic center, then said fee and service tax/GST/any other relevant tax by any name shall be recovered by ESIC from the empanelled hospital and paid to BPA.

BPA shall strive to adhere to the TAT of 10(ten) working days after the receipt of claim (as defined) / physical bills/ receipt of clarification or completion of period of NMI Disposal (whichever is later). ESIC reserves the right to levy a penalty upto 10% on the service fees payable to BPA for the claims pending beyond TAT of the respective bill of the empanelled hospital/s/diagnostic centers. This penalty shall be added to the approved amount of the respective empanelled hospital/diagnostic center and shall be validated by the system to be developed and shall be auto calculated by such system and prompted to the respective ESIC Hospital/ SMC on the system at the time of final recommendation on the claim. Letter confirming the amount due to BPA shall be issued by respective CFA within 30 days from date of last recommendation of claim by BPA.

Empanelled hospitals are requested to register with the BPA i.e. UTIITSL at the earliest as all referrals shall be made through the systems only to the registered hospitals effective from the date of signing of MOU between ESIC and BPA.

**Annexure A**

(Ref to..... \_ of ESIC Hospital/Regional office,  
Letter No.....\_ dated.....)

**ADDENDUM TO MEMORANDUM OF AGREEMENT DATED ..... \_**

This Memorandum of Understanding (MOU) entered into on this the..... day of\_\_\_\_  
2017 between (Herein after referred to as ESIC, 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 Empanelled Private Hospital/Diagnostic Centre) having its registered  
office at....., India, herein referred to as "Empanelled hospital" which expression  
shall unless repugnant to the context or meaning thereof be deemed to mean and include its  
successors, liquidators, Administrators and permitted assigns) of the second part.

WHEREAS the ESIC is providing comprehensive medical care facilities to the beneficiaries,

AND WHEREAS ESIC proposes to provide treatment facilities through its hospitals &  
dispensaries to the Beneficiaries in the Empanelled Hospitals,

AND WHEREAS empanelled hospital offered to give the treatment /diagnostic facilities/  
health benefits to ESIC Beneficiaries in the Empanelled Hospital,

Each of these empanelled Hospitals shall hereinafter be referred individually as a "Party" and  
collectively as the "Parties"

Whereas the Parties have entered into this MOU to record their intention to jointly engage UTIITSL as Bill Processing Agency (BPA) in relation to payments and re-imbusement for Medical Expenses.

The parties shall abide by the following undertakings in addition to ESIC Policy and Standard Operating Procedures, the clauses mentioned in the Memorandum of Agreement with ESIC Hospital/Regional office and for the purpose of bill processing:

- A. The empanelled hospital shall acknowledge the referral from ESIS/ESIC Hospital/institution online.
- B. The empanelled hospital on admission of an ESI Hospital/institution Beneficiary shall intimate online to BPA the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 24 hours of admission.
- C. After the patient is discharged, the hospital will upload the claim related documents as per SOP and ESIC policy viz Referral letter, Bills, Lab reports, Discharge Summary, Doctors report, indoor papers etc to BPA through the web based application within seven (7) working days.
- D. The hard copies of the claim will be delivered /dispatched to the concerned referring ESI Hospital/institution within seven (7) working days but not later than 30 days.
- E. The empanelled hospital shall submit all the medical reports in digital form as well as in physical form as per ESIC policy and SOP.
- F. The empanelled hospital agrees that the actual processing shall start when physical copies of the bills submitted by the empanelled hospitals to the concerned referring ESIC/ESIS Hospital, are verified by them on behalf of respective ESIC/ESIS Hospital. Counting of days shall start from such date for the purpose of TAT. In case of query raised on the bills the TAT for the purpose of BPA shall start from the date of reply to the last query raised by the Tie-up Hospital.
- G. In case of absence of certain physical documents, the "Need More Information" (NMI) status will be raised by the Verifier of the respective ESIC/ESIS Hospital, BPA or Medical processing team of respective ESIC Hospital/Regional office to the empanelled hospital/diagnostic center for the missing/ambiguous physical documents (As per SOP). Empanelled hospitals/diagnostic centers shall have to submit the clarifications/information inter-alia for all bills returned online at any level under "Need for more Info" category (NMI), within 15 days failing which these claims will be processed by the respective levels and BPA on the basis of available documents without any further intimation and such bills/claims will be dosed not to be opened further.
- H. The BPA will audit the medical claims of the ESI Hospital/institution Beneficiaries in respect of the treatment taken by them in the empanelled hospital and make recommendations for

onward payment to ESIC Hospital/Regional office in a time bound manner within a period of 10 working days from the date of submission of bills in physical format or reply to last query, whichever is later.

- I. The empanelled hospitals shall have the necessary IT infrastructure for interaction with BPA such as Desktop PC with internet connectivity features, High Speed High resolution multi page Document Scanner, Printers, etc.
- J. In case of some mistakes in the scrutiny of claims recommendations thereto by BPA resulting in excess payment to the empanelled hospital by ESIC Hospital/Regional office the excess amount shall be recovered from the future bills of the empanelled hospital.
- K. Subject to BPA rendering bill-processing services as per terms and conditions of this agreement, the empanelled hospitals/diagnostic centers/claimants shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.
- L. The amount deducted towards fee and service tax/GST/any other tax by any name called from the payable claims of hospitals/diagnostic centers shall be forwarded by ESIC to BPA simultaneously along with the payments to empanelled hospital through ECS or any other mode of money transfer, as decided by ESIC.
- M. The processing fee admissible to BPA will be at the rate of 2% of the claimed amount of the bill submitted by the empanelled hospital/diagnostic center (and not on the approved amount) and service tax/GST /any other tax by any name thereon. The minimum admissible amount shall be Rs.12.50 (exclusive of service tax/GST/any other tax by any name, which will be payable extra) and maximum of Rs. 750/- (exclusive of service tax/GST/any other tax by any name, which will be payable extra) per individual bill/claim. The fee shall be auto-calculated by the software and prompted to the ESI Hospital/Regional office by the system at the time of generation of settlement ID.
- N. The fee shall also mean to include any additional payment of Service Tax, GST or any other taxes by whatever name called as applicable on such fee amount admissible to BPA.
- O. If the claim is rejected or results into non payment to the empanelled hospital/diagnostic center, ESIC Hospital/Regional office shall recover the service charge and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center and shall pay to the account of the BPA.
- P. MEDICAL AUDIT OF BILLS: There shall be continuous medical audits of the services provided / claims raised by the empanelled hospital by ESIC / BPA.

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

Signed by (Authority of ESI Institution)

In presence of  
(Witnesses)

- 1
- 2

Signed by (For and behalf of (empanelled hospital/diagnostic centre name) duly Authorized vide resolution No..... Dated \_\_\_\_\_

In the presence of  
(Witnesses)

- 1
- 2



**ESIC-UTIITSL Training Compliance Certificate**

1. Name of the ESIC Hospital/Regional office: \_\_\_\_\_
2. Location (In case of Regional offices please give details of State hospitals/Dispensaries attended the training. A separate list of all State hospitals may be attached to this compliance certificate.): \_\_\_\_\_
3. Date of training: \_\_\_\_\_
4. Name of Trainer(s) of UTI-ITSL: \_\_\_\_\_

It is hereby certified that:

- a) UTI-ITSL Trainer has completed the training for ESI officials and Tie Up hospitals.
- b) User Access Forms have been scanned and emailed to [esicbpa@utiitsl.com](mailto:esicbpa@utiitsl.com) as well as hard copies handed over to the trainer.

Signature of MS-ESICH/SSMC /SMC- ESIC

Name:

Date:

\_\_\_\_\_

Signature of UTI-ITSL Trainer

Name: \_\_\_\_\_

Date:

**CHECKLIST OF REQUIRED DOCUMENTS (WHEREVER APPLICABLE) ALONG WITH EoI :**

- a. Copy of legal status, place of registration and principal place of business of the Health Care Organization or partnership firm, etc.
- b. A copy of partnership deed/ memorandum and articles of association, if any.
- c. Copy of customs duty exemption certificate and the conditions on which exemption was accorded.
- d. Copy of the license for running Blood Bank.
- e. Copy of documents full filing necessary statutory requirements.
- f. The Health Care Organization must have been in operation for at least one full financial year. Copy of audited balance sheet, profit and loss account for the preceding financial year to be submitted (Main documents only).
- g. Copy of NABH/NABL accreditation in case of NABH/NABL accredited Health Care Organizations.
- h. Copy of NABH/NABL application in case of Non-NABH/ non-NABL accredited Health Care Organizations.
- i. List of treatment procedures/ investigations/ facilities available in the Health Care Organization.
- j. State registration certificate / Registration with Local bodies, wherever applicable.
- k. Compliance with all statutory requirements including that of Waste Management.
- l. Fire Clearance Certificate/ Certificate by authorized third party regarding the details of Fire safety mechanism as in place in the Health Care Organization.
- m. Registration under PNDT Act, for empanelment of Ultrasonography facility.
- n. AERB approval for tie-up for radiological investigations/ Radiotherapy, wherever applicable.
- o. Certificate of Undertaking as per the Annexure-III.
- p. Certificate of Registration for Organ Transplant facilities, wherever applicable.
- q. Photo copy of PAN Card.
- r. Bank Details.
- s. **And others documents**

**Signature of Applicant or Authorized Agent**