

EMPLOYEES STATE INSURANCE CORPORATION



**Expression of Interest for providing
Super specialty Treatment & Diagnostic
Services to ESI Beneficiaries in
Andhra Pradesh**

Date of issue: 15.03.2019

Last date of Submission of EOI Document: 30.03.2019 (4 PM)



क्षेत्रीय कार्यालय : आंध्र प्रदेश
कर्मचारी राज्य बीमा निगम,
पंचदीप भवन, ई एस आई सी रोड,
गुणदला, विजयवाड़ा

REGIONAL OFFICE : ANDHRA PRADESH
EMPLOYEES' STATE INSURANCE CORPORATION,
PANCHDEEP BHAWAN, ESIC ROAD,
GUNADALA, VIJAYAWADA - 520004

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No. 62.U/16/SST/Tie-up/2019-SMO (Vol.III)

Dated: 15.03.2019

Notice Inviting Expression of Interest to Empanel Reputed Private Hospitals & Diagnostic Centers to provide Super Specialty Treatment/ Diagnostic Services to the ESIC beneficiaries in Andhra Pradesh Region.

Regional Director, Andhra Pradesh, ESI Corporation, Panchdeep Bhawan, Gunadala, Vijayawada invites Expression of Interest (EOI) in sealed envelope from Government / Semi-Govt. /CGHS approved / Private Hospitals / Diagnostic Centers of repute located in the state of Andhra Pradesh for Empanelment to provide Super Specialty Treatment & Diagnostic Services to ESI beneficiaries on cashless basis at locations given below:-

Sl. No.	Name of the Location	Sl. No.	Name of the Location
1.	Ananthpur	10.	Machilipatnam
2.	Chittoor	11.	Eluru
3.	Tirupathi	12.	Bhimavaram
4.	Kadapa	13.	Rajamahendravaram
5.	Kurnool	14.	Kakinada
6.	Nellore	15.	Visakhapatnam
7.	Ongole	16.	Srikakulma
8.	Guntur	17.	Vizianagaram
9.	Vijayawada	18.	Nellimarla

**** Empanelment of Hospitals for SST care will be considered as per actual requirement.**

The services for the beneficiaries of implemented areas/centers/districts are to be provided at CGHS Rates and applicable rules at the terms, conditions & guidelines issued by the ESIC from time to time. Expression of Interest (EOI) in sealed envelope complete in all aspects should reach the office of the Regional Director, ESI Corporation, Panchdeep Bhawan, ESIC Road, Gunadala, Vijayawada-520004 as per schedule given below:

Last Date of receipt of EOI Document	Place of submission of EOI documents / Opening of EOI
30.03.2019 upto 04.00 P.M.	The Regional Director, ESI Corporation, Panchdeep Bhawan, ESIC Road, Gunadala, Vijayawada-520004, Andhra Pradesh.

Expression of Interest received after the scheduled date and time (either by hand or by post) or open Expression of Interest received though e-mail / fax shall be summarily rejected.

1. Document Cost:

The cost of EOI document is non-refundable **Rs.1,000/- (Rupees One Thousand Only)** which is payable in the form of a Demand Draft drawn on any nationalized / Scheduled Bank in favour of "ESI Fund Account No.1" payable at Vijayawada to be submitted along with the EOI. The EOI must be submitted with Demand Draft in original along with the other required documents in sealed envelope.

2. Document Acceptance:

Duly completed EOI forms along with required annexure and necessary documents may either be dropped in person in the Tender Box kept at the Office of the Regional Director, ESI Corporation, Andhra Pradesh or be sent by Registered / Speed Post at the address mentioned above. The sealed envelope should be super-scribed as "Expression of Interest for empanelment of Hospital to provide Super Specialty Treatment Services to ESIC Beneficiaries in the Centers of Andhra Pradesh Region". The applicant should mention the name of the sender on the envelope. All the papers including that are a part of EOI should be signed and stamped by the authorized signatory on each page (the owner should give an authority letter in favor of authorized signatory and the same should be attached with the application format). Expression of Interest received after the scheduled date and time (either by hand or by post) or open Expression of Interest received though e-mail / fax or without the original Demand Draft shall be summarily rejected.

3. Submission of Documents:

- a. Please ensure that each page of the EOI document is downloaded and is submitted in toto with each page signed by the Proprietor / Partner / Director / Legally Authorized Person (Due authorization to be enclosed, in case of Authorized Person).
- b. It will be out rightly rejected if any technical condition is not fulfilled.
- c. Attested photocopy of necessary certificates should be attached with the EOI document. Hospitals will be informed about date and time of inspection if required by a duly Constituted Committee.

4. General Terms and Conditions:

4.1 The eligible IP's and beneficiaries of ESI Scheme are entitled for General Ward.

4.2 "Package rate" shall mean and include lump sum cost of in-patient treatment /day care/diagnostic procedure for which ESIC beneficiary has been permitted from time of admission to the time of discharge, including (but not limited to)(i) registration charges (ii) admission charges (iii) accommodation charges including patient's diet (iv) operation charges (v) injection charges.(vi) Dressing charges (vii) Doctor/ consultant visit charges (viii) ICU/ICCU charges (ix) monitoring charges (x) transfusion charges (xi) anesthesia charges (xii) operation theater charges (xiii) procedural charges/ surgeon's charges/ surgeon's fee (xiv) cost of surgical disposable and all sundries used during Hospitalization (xv) cost of medicines (xvi) related routine and essential investigations (xvii) Physiotherapy charges etc (xviii) nursing care and charges for its services and all other incidental charges related thereto.

4.3 Package rate does not include the cost of implant/stent/grafts/appliances etc. The reimbursement for implant etc. shall be as per CGHS ceiling rate for implant/stent/grafts etc. In case, rates for implant/stents/grafts do not exist in CGHS rate list, then 15% discount shall be availed on MRP mentioned in the receipt with the pouches. The pouches/stickers etc. attached should be duly verified by the treating doctor and the specifications should match with those mentioned in Discharge Slip and receipt/invoice after prior approval of the competent authority.

4.4 In case of conservative treatment/where there is no package rate, the above mentioned items are admissible as per CGHS or at 15% discount on as per actual if CGHS rates do not exist. However food supplements and cosmetic items shall not be reimbursed.

4.5 In case the Hospital rates for treatment procedure/ test are lower than CGHS rates, the charges will be paid as per actual.

4.6 The Hospital must certify that they shall charge as per CGHS Rates and the rates charged by them are not higher than the rates being charged from other patients who are not ESIC Beneficiaries.

4.7 The tie-up Hospital shall raise the bills on their Hospital letter heads as per the terms and conditions of ESIC. Efforts will be made by ESIC to make payments at the earliest, once the bills are cleared by ESI Services (ES IS), ESIC and/or the Bill Processing Agency (UTI — ITSL) engaged by ESIC and hard copies of the bills received are in order. Incomplete bills in any form shall not be processed and shall be returned. Tie-up Hospital shall respond to queries raised by ESIC/ESIS/UTIITSL within the time frame as specified in online module of the Bill Processing Agency or in the formal communication issued by ESIC/ESIS. The responsibility of nonpayment due to late response or no response will solely lie on the concerned tie-up Hospital.

4.8 The empanelled centre shall honor permission/referral letter issued by competent authority (MS of ESIS/ESIC Hospital or any other competent authority specified by ESIC) without delay and provide treatment/investigation facilities as per referral format on priority basis. The tie up Hospital will provide medical care on cashless basis as specified in the referral letter; no payment shall be made to tie-up Hospital for treatment/procedure/investigations which are not mentioned in the referral letter. If the tie up Hospital feels the necessity of carrying out any additional treatment/procedure/investigation in order to facilitate the procedure for which the patient was referred, the requisite permission for the same is to be taken from the referring authority either through e-mail, fax or telephonically (to be confirmed in writing at the earliest).

4.9 During the inpatient treatment/OPD Consultation / Investigation of ESIC beneficiary, the Hospital will not ask the IP/beneficiary/ attendant to purchase any item like the medicines/sundries/equipment or accessories etc.

4.10 If one or more minor procedures forms a part of major treatment procedure, then package charges would be permissible for major procedure and only 50% of charges admissible for other procedures in same setting.

4.11 Any legal liability out of such services shall be the sole responsibility of and shall be dealt with by the concerned empanelled Hospital centre.

4.12 ESIC reserves the right to prescribe /revised rates for new or existing treatment procedure(s)/investigation(s) as and when CGHS revises the rates or otherwise.

4.13 Before starting treatment/consultation /investigations for the ESI beneficiaries, the empanelled Hospitals must check the identity as well as eligibility/entitlement of the patients referred. The entitlement may be checked online on our website www.esic.in at IP portal www.esic.in/EmployeePortal/login.aspx. In case of doubt, the advice from referring authority or the Regional Director can be taken. The validity of the referral letter is for seven days from the date of issue for intra state referral and fifteen days for inter-state referral. Patient attending the Hospital beyond validity period should be asked to get the referral letter renewed/ revalidated.

4.14 Cashless super specialty treatment/services shall be provided to only those ESI beneficiaries who have been referred to 'Tie-up' Hospitals following the referral procedure of ESIC/ESIS referral system. Patients going to tie-up Hospitals directly without being referred as such by ESI system shall not be normally eligible for cashless services.

4.15 All the drugs/dressings used during the treatment of the patient should be of generic nature as far as possible, and approved under IP/BP/USP/FDA Pharmacopoeia or on DG ESIC or CGHS rate contract. If branded items are to be used, the justification of the same be mentioned in discharge slip of the patient. Any drug/dressings not covered under any of these pharmacopoeias will not be reimbursed.

4.16 it shall be mandatory for tie-up Hospital to send the details of admitted patients on daily basis to the Regional Director on e-mail address rd-andhrapradesh@esic.nic.in and the Referring Authority as per prescribed format, failing which action will be initiated as deemed fit.

4.17 The specimen signatures of the authorized signatory (Nodal Officer nominated by the empanelled Hospital) duly certified by the competent authority shall be submitted to all ESIC/ESIS Hospitals, Regional Office and UTI- ITSL. The same should be displayed at the reception of the empanelled Hospital. Any change in authorized signatory, shall be promptly intimated by the tie- up Hospitals to all referring Hospitals, Regional Office and UTI-ITSL.

4.18 A committee constituted by the Regional director, Andhra Pradesh or any person authorized for this purpose may visit the Hospital prior to and after the empanelment to check the quality of services and other necessary certification. Due support must be given to all the committee members.

4.19 As far as Chemotherapy drugs are concerned, the anti cancer drugs available in Indian Pharmacopoeia, British Pharmacopoeia or US Pharmacopoeia and DG-ESIC Rate Contract, shall only be reimbursed. The drugs which are not available in any of the standard Pharmacopoeia will not be reimbursed. Wrappers of costly medicines (costing more than Rs.5000/-) must be submitted by the hospital / center along with the bill.

4.20 if the estimated cost of the treatment procedure is above 10 lakh rupees and the procedure is not covered under CGHS package, approval shall have to be taken from the ESIC Head Quarters Office before starting the treatment.

4.21 Empanelment shall be initially for a period of two years, which may be extended for another one year with mutual consent.

4.22 The Hospital should be registered with state govt. / local body where ever applicable.

4.23 The Hospital should comply with all statutory requirements including Bio medical waste management, ESIC, EPFO, Labour Laws etc.

- 4.24 The Hospital should have fire clearance certificate / certificate by authorized third party regarding the details of fire safety mechanism as in the place in the empanelled Hospital.
- 4.25 The Hospital to be empanelled must have been in operation for at least one continuous financial year at the time of floating the EOI. (Copy of audited balance sheet profit & loss account for the preceding three financial years to be submitted.)
- 4.26 The Hospital must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special land allotment or custom duty exemption.
- 4.27 The Hospital must agree for implementation of EMR (electronic medical record) / EHR (electronic health record) as per standards notified by Ministry of Health and Family Welfare, Govt. of India within one year of their empanelment (if not already implemented).
- 4.28 ESIC reserves the rights to accept /reject one or all applications at anytime without assigning reasons thereof.
- 4.29 "Force majeure" will be applicable to both the parties.
- 4.30 Any medico legal issue arising during the period of empanelment will be the responsibility of the empanelled Hospital.
- 4.31 Any difference or dispute arising during the period of empanelment will be submitted for arbitration as per agreement.
- 4.32 Courts at Vijayawada shall have the exclusive jurisdiction to deal with legal issues / disputes arising out of the functioning of the empanelled Hospital.
- 4.33 All empanelled centers should have ICU facility in the specialties mentioned at 5.1 A.
- 4.34 It shall be the duty and responsibility of the Hospital / investigation centre at all times, to obtain, maintain and sustain the valid registration and high quality & standards of its services and healthcare and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities as per the existing laws.
- 4.35 Display board regarding cashless facility for ESI beneficiary should be displayed at prominent location/places of the Hospital.
- 4.36 The list of necessary documents required to be carried by ESI patient/attendant for treatment/investigation at the Empanelled Hospital/ Diagnostic Centre must be displayed on the board. A help desk shall be there for facilitation of ESI beneficiaries. Official of Hospital will be nominated as ESI Nodal Officer to work as SPOC for ESI beneficiaries.
- 4.37 The Hospital will have to follow the direction/Instruction of ESIC regarding procedure of referral and presenting of bills.
- 4.38 The Hospital should be ready to present bills as per procedure to be adopted online as required by Bill Processing Agency engaged by ESIC.
- 4.39 Procedure of referral for SST and emergency case to be followed as per ESIC Operational manual 2015 for SST and other guidelines issued by ESIC Headquarters from time to time.
- 4.40 In case if any other/additional procedure / treatment / investigation is essentially required in order to treat the patient for which he /she has been referred to, the permission for the same must be taken from the referring center either through E-mail, fax or telephonically (to be confirmed in writing at the earliest).
- 4.41 The referred Hospital has to raise the bill as per the agreement on the standard Proforma of ESIC along with supporting documents within 7 days of discharge of the patient giving account no. and RTGS no. etc.

4.42 The tie- up Hospitals shall raise the bills on their Hospital letter head with address and e-mail/fax number of the Hospital, as per the prescribed formats (PII-PVI) which will be provided at the time of agreement. The tie-up Hospitals shall raise the bills with supporting documents as listed in the prescribed format duly signed by the authorized signatory. The specimen signatures of the authorized signatory duly certified by competent authority of the tie-up Hospital shall be submitted to all the referring ESI system. The bills which are not signed by the authorized signatory and are incomplete or not as per the format will not be processed and shall be returned to concerned tie-up Hospital. Any change in the authorized signatory shall be promptly intimated by the tie-up Hospital to all the referring authority of ESI system and Regional Office.

4.43 All the drugs / dressing used during the treatment of the patient requiring reimbursement should be of generic nature.

4.44 The tie- up Hospital will not charge any money from the patient/ attendant referred by ESI system or any treatment / procedure / investigation carried out. If it is reported that the tie up Hospital has charged money from the patient then action will be taken against the concerned tie-up Hospital for de-empanelment/ black listing.

4.45 During the Inpatient treatment of ESI beneficiary, the empanelled Hospital / Diagnostic Centre will not ask the attendant to provide separately the medicine / sundries / equipment or accessories from outside and will provide the treatment within the package rates, fixed by the CGHS which includes the cost of all the items.

4.46 Before starting the treatment the Empanelled Hospital or centre should ensure that following documents duly signed by referring authority are attached with the referral letter:

- a. Duly filled and signed Referral Proforma (PI).
- b. Attested copies of Pehchan Card or e-Pehchan with valid ID proof like Aadhar Card of the IP/Beneficiary for identification.
- c. Attested copy of entitlement certificate for super specialty treatment as on the date of referral/treatment.
- d. Referral recommendation of specialist or concerned medical officer.
- e. Reports of investigation and treatment already done.
- f. One additional latest photograph of the patient.
- g. Dependent Certificate for family members as applicable according to extant instructions.

4.47 The empanelled Hospital / centre will send hard copy of the bills along with necessary supportive documents to the Referring Authority as soon as but not later than 7 days after discharge /Investigation of patient for further necessary action. The bills received more than 7 days shall not be entertained. The details of documents to be submitted along with the bill are as follows:-

- a. Copy of the discharge slip incorporating brief history of the case, diagnosis, details of procedure done, reports of investigations, Discharge summary, original receipts of medicines / original tax invoices of implants, stickers of implants, attested operation / procedure notes, indoor papers, Doctors prescription and pharmacy cash memos duly signed & stamped by treating Doctor. Discharge slip should be accompanied with the copy of the case sheet. The discharge slip should have signature of the beneficiary/attendant and treating consultant in original also with his/her stamp.

- b. Medicine bill duly verified by treating doctor and chemist/store In-charge. A certificate stating that it is certified that the drugs used in the treatment are in the standard pharmacopeia- IP/BP/USP/FDA (tick whichever is applicable). Wrappers of costly medicines (costing more than Rs.5000/-) / equipment, treatment given and advised shall be submitted by the hospital / center along with the bill. The CD of procedure / MRI / CT Scan / X-ray film etc. is required with each and every bill if it is done.
- c. Reports of investigations in original duly verified.
- d. Original bills of implants/devices etc duly verified by the treating consultant should be attached. The bill should have detail of the implant/device i.e. batch no. size, quantity, expiry date. Stickers of implants duly verified by the treating consultant should be attached.
- e. Attested copy of Entitlement certificate of the IP/Beneficiary along with attested copy of Pehchan Card or e- Pehchan with valid ID proof like Aadhar Card.
- f. Patient Satisfaction Form (PVI).
- g. Dependency Certificate in case of Family Member.
- h. TDS will be deducted as per Income Tax Rules, for which PAN / TAN shall be provided by empanelled Hospital / Centre.
- i. The prescribed forms duly filled and signed, as required therein.

4.48 High cost treatment

- a) The ESIC will bear the full cost of treatment, wherever CGHS package rates are available up to the limit of package rate.
- b) Upper limit on the expenditure for procedure not covered under CGHS package rates would be Rs. 10 lakh per beneficiary per year.
- c) In respect of children of IP, congenital disease and genetic disorders will be eligible for coverage up to the ceiling mentioned earlier only if the Insured Person should have been in continuous employment for the last one year as on the date of diagnosis for SST (other than the cases of Employment Injury) and at least 156 days contribution was paid by the IP during the immediate preceding two contribution periods with eligibility for sickness benefit in at least one benefit period. After completion of above period, the family of IP will be eligible for SST including the children of IP with congenital diseases and genetic disorder.
- d) In case of malignancy and chronic renal failure, pre-existing disease will not be eligible for coverage.
- e) In respect of organ transplant and bone marrow transplant, the payment shall be restricted only to the rates applicable for related donor. Further, in respect of organ transplant involving the malignancy, the organ transplant is restricted to transplant of the organ having primary malignancy.
- f) Treatment in case of malignancy at tie up Hospitals shall be eligible only for surgery/chemotherapy/Radiotherapy. Any additional treatment/procedure shall require specific recommendation by Medical Board, duly constituted for the purpose by the ESI Hospital concerned.
- g) The cost of artificial limbs is to be restricted to a ceiling of Rs. 1.00 lakh.

4.49 Empanelled Hospital/Centre shall comply with all directions in connection with medical services for ESI beneficiaries issued from time to time by Regional Office/ESIC Headquarters.

4.50 Primary and secondary medical care treatment / investigation, for beneficiaries of ESIC are being provided by ESIC / ESIS Hospitals, ESI Dispensaries and through other tie-up arrangements. Hence, the patients will be referred only for Super Specialty Treatment / Investigation facilities by them.

4.51 Patient will be referred with Permission / Referral letter signed by the competent authority i authorized officer. The cases referred outside normal working hours (Emergency cases) will be signed by Casualty Medical Officer of ESIC/ESIS Hospitals and it will be responsibility of the Empanelled centers to get it signed by Medical Superintendent / In charge of ESIC / ESIS Hospital / Referral Authority on the next working day.

4.52 In case of any natural disaster / epidemic, the hospital / diagnostic centre shall have to fully cooperate with the ESIC and will convey / reveal all the required information, apart from providing treatment to the ESI beneficiary patient only for the condition for which they are referred with permission, and in the specialty and / or for purpose for which they are approved by ESIC. In case of unforeseen emergencies of these patients during admission for approved purpose / procedure, necessary life saving measures may be taken and concerned authorities may be informed accordingly afterwards with justification for approval.

4.53 The tie up hospital will not refer the patient to other specialist / other hospital without prior permission of ESI authorities / Authorized Officer.

4.54 Feedback/Patient Satisfaction form duly signed by admitted referred patient / attendant must be attached along with the bills, failing which bills will not be processed and will be returned.

5. Specific terms and conditions: :

5.1 The scope of services to be covered under SST is as under:

5.1 A Indoor treatment / OPD Consultations:

- a. Cardiology and cardiothoracic vascular surgery including pediatric cardiology/Surgery.
- b. Neurology and neurosurgery.
- c. Pediatric Surgery.
- d. Oncology and Oncosurgery/ Hematology.
- e. Urology /Urosurgery.
- f. Nephrology with facility for Dialysis pediatric and adult patients/Nephrosurgery.
- g. Gastroenterology and GI Surgery Endocrinology and endocrine surgery.
- h. Burns & Plastic Surgery (Not for cosmetic purpose).
- i. Reconstruction Surgery (Not for cosmetic purpose).
- j. Any treatment rendered to the patient at a tertiary health care centre/SST Hospital by a super specialist.

5.1 B Super Specialty investigations: This will include all the investigations which require 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) Echocardiography

- e) Scanning of other body parts
- f) Specialized bio-chemical and immunology investigations
- g) Any other investigation costing more than Rs. 3000/- per test.

5.2 In addition, the Diagnostic Center or the Hospital shall meet the following criteria, if the items mentioned in Clause 5.1 B are in-house. (Copies or relevant documents to be attached):

- (a) MRI centre: Must have MRI machine with magnet strength of 1.0 tesla or more.
- (b) CT Scan centre: Whole body CT scanner with scan cycle of less than one second (sub second) must have been approved by AERB.
- (c) X-ray Centre / Dental X-ray / OPG centre
 - i. X-ray machine must have a minimum current rating of 500 MA with image intensifier TV system.
 - ii. Portable X-ray machine must have a minimum current rating of 60 MA.
 - iii. Must have been approved by AERB.
- (d) Mammography centre: Standard quality Mammography machine with low radiations and biopsy attachment.
- (e) USG / Colour Doppler centre:
 - i. 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 / transrectal probes.
 - ii. Must have been registered under PNDT Act.
- (f) Bone Densitometry centre: Must be capable of scanning whole body.
- (g) Nuclear Medicine centre: Must have been approved by AERB / BARC.
- (h) The record of the Images should be maintained for minimum six months in electronic/Hardcopy form, in case retrieval is required.
- (i) If the facilities (Clause 5.1 B) are not available in house, then the Hospital have to 'specify for the modalities of their execution.

5.3 The Hospital should have fulltime, adequate, qualified and experienced staff in place.

6.1 Criteria for Empanelment:

- a. Hospitals empanelled by CGHS will be considered for empanelment by Regional Director, Andhra Pradesh. Such Hospital should attach copies of valid empanelment letter from CGHS. Concerned Hospital should also submit the list of empanelled specialties by CGHS.
- b. If CGHS empanelled Hospitals are not available or inadequate, then State Govt. empanelled Hospitals, will be considered for empanelment. Such Hospital should attach copies of recent approval letter from State Government. Concerned Hospital should also submit list of approved specialties by State Government.
- c. If neither the CGHS nor State Govt. empanelled Hospitals are available or are inadequate in number, then Hospitals which are empanelled by any PSU will be considered for empanelment. Such Hospitals should attach copies of recent approval letter from PSU. Concerned Hospital should also submit list of empanelled specialties by PSU.
- d. There may be some areas where none of health care organization is approved by any of the above mentioned agencies, in such situation the empanelment shall be done for other health care organizations. If none/inadequate number of health care organization qualify the CGHS criteria, then selection will be based on the relaxed

criteria with inspection. The approval of the relaxed criteria will be obtained from the competent authority.

The relaxed criteria may be:-

- (i) Annual turnover
 - (ii) Total number of operational beds
 - (iii) Duration for which health care is providing services
 - (iv) Any other criteria without affecting the quality of services
- e. The empanelment of Tie-up Hospitals and the Departments to the Tie-up Hospitals will be as per ESIC latest guidelines.
- f. Preference will be given to:
- (i). CGHS empanelled Hospitals followed by State Govt. empanelled followed by PSU empanelled Hospitals.
 - (ii). Hospitals having more number of empanelled super specialty branches.
 - (iii). Hospitals situated nearer to ESIC/ESIS Hospitals.
 - (iv). While evaluating the proposals, at least one Hospital of each super specialty branch which is near to ESIC/ESIS Hospital will be preferred.
- g. The Hospital should preferably be accredited by National Accreditation Board for Hospitals & Healthcare Providers (NABH). 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. The Hospitals, which are not NABH 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, which must preferably be done with in a period of six months but not later than one year of their empanelment.
- h. ESIC also reserves the right to prescribe/revise rates for new or existing treatment procedure(s)/investigation(s) as and when CGHS revises the rates, or otherwise.
- i. Hospital must have been in operation for at least one full financial year and should have turn over above Rs.1 crore. Copy of audited balance sheet, profit and loss account for the preceding financial year (2018-19) to be submitted (attach copy).
- j. MINIMUM NUMBER OF BEDS REQUIRED
- | | |
|-----------------------|----|
| 1. Metro Cities | 50 |
| 2. Other Cities | 30 |

NB: The number of beds as certified in the Registration Certificate of State Government/Local Bodies/NABH/Fire Authorities shall be taken as the valid bed strength of the Hospital.(attach copy)

- k. The Hospital must have the capacity to submit all claims / bills in electronic format to the ESIC / ESIS system in UTI Module (ESIC BPA) and must also have dedicated equipment, software and connectivity for such electronic submission.
- l. The Hospital must give an undertaking accepting the terms and conditions spelt out in the Memorandum of Agreement, which will be read as part of this document.
- m. The Hospital must certify that they shall charge as per CGHS rates / ESIC terms and conditions and that the rates charged by them are not higher than the rates being charged from their other patients who are not ESI Beneficiaries.

- n. The Hospitals 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.
- o. The Hospital must agree for implementation of EMR/EHR as per the standards notified by Ministry of Health & Family Welfare within one year of their empanelment.
- p. The Hospital must have minimum annual turnover of Rs.1 Crore.

6.2 Criteria for de-empanelment:

De-empanelment of the Hospital can be made due to any one of the following reasons:

- a. Rendering unwillingness to continue in the panel.
- b. Due to unsatisfactory services and proven case of malpractice or misconduct / medical negligence.
- c. Refusal of entitled services to ESI beneficiaries.
- d. Undertaking unnecessary procedure(s) in patients referred for IPD/OPD management/ investigation purpose.
- e. Prescribing unnecessary/untested drugs/tests while the patient is under treatment.
- f. Carrying out drug trials on ESI beneficiaries.
- g. Over billing of the procedures/treatment/investigations undertaken.
- h. Reduction in number of full time experienced consultants / staff/infrastructure/equipments etc. after the Hospital has been empanelled.
- i. Non submission of the report, habitual late submission of incorrect data in the report.
- j. Refusal to provide cashless treatment to eligible ESIC beneficiaries and instead asking them to pay.
- k. The hospitals which are not NABH and NABL accredited and have been empanelled provisionally on the basis of fulfilling the criteria and submission of 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 within a period of six months but not later than one year of their empanelment, the name of empanelled hospital may be removed from the panel of ESIC.
- l. If de-empanelled by CGHS or any other Govt. or Public Sector Organization.
- m. Discrimination against ESI beneficiaries vis-a-vis general patients.
- n. 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.
- o. If the owner gives the establishment on lease to any other agency without the consent of ESIC. Note: Once any hospital is de-empanelled, the MoU with that hospital shall stand terminated from the date of de-empanelment. Such hospital will be debarred for empanelment for a period of two years. If the hospital is blocklisted, it can be debarred from empanelment for a period of three years.

7. Indemnity:

The Hospital shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and/ or demands brought or made against anything done or purported to have been 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 consequences to any action or suit being brought against ESIC, along with (or otherwise), Hospital as a party of any thing done or purported to be done in the course of the execution of this agreement. This Hospital will

at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify ESIC from all demands or responsibilities arising from accidents or loss of life, if any, the cause of result of which is attributable to the Hospital's negligence or misconduct and / or other action. The Hospital will pay all the indemnities arising from such incidents with out any extra cost to ESIC and will not hold the ESIC responsibility or obligated. ESIC may at its discretion and shall always be entirely at the cost of the tie-up. Hospital defends such suit, either jointly with the tie-up Hospital or separately in case the later chooses not to defend the case.

8. Arbitration:

If any dispute or difference of any kind whatsoever (the decision whereof is not being otherwise provided for) shall arise between the ESIC and the empanelled centre upon or in relation to or in connection with or arising put of the agreement, shall be referred to for arbitration by the Regional Director, Andhra Pradesh who will give written award of his discussion to the parties. Arbitrator will be appointed by the Regional Director, Andhra Pradesh. The decision of the arbitrator will be final and binding. The provision arbitration and concillation act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration and proceedings shall be at office of the Regional Director, Andhra Pradesh. Any large dispute settled in Vijayawada jurisdiction only.

9. Miscellaneous:

- a. The applicant or his representative should be available / approachable over phone and otherwise on all the days.
- b. In emergencies, the centre should be prepared to inform Reports over the telephone/email.
- c. Duly constituted Committee members may visit the hospital / centre at any time either before entering in to Contract or at any time during the period of contract. The applicant shall be prepared to explain / demonstrate to the queries of the members.
- d. Nothing under the Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principle and Agent between the ESIC and Empanelled Center.
- e. The Empanelled Hospital/Center shall not represent or hold itself out as an agent of the ESIC. The ESIC will not be responsible in any way for any negligence or misconduct of the Empanelled Center 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 behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement of otherwise.
- f. The Empanelled Hospital / Center shall notify the ESIC of any material change in their status and their shareholdings or that of any Guarantor of the Empanelled Hospital / Center in particular where such change would have an impact in the performance of obligation under this Agreement.
- g. The Agreement can be modified or altered only on written Agreement signed by both the parties.
- h. Should be the Empanelled Hospital / Center wind up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Empanelled Hospital / Center or their heirs and legal

representatives from their liability in respect of the services provided by the Empanelled Center during the period when the Agreement was in force. The Empanelled Center shall bear all expenses incidental to the preparation and stamping of the Agreement.

10. Notices:

- a. Any notice given by one Party to other pursuant to the Agreement shall be sent to other party in writing by Registered Post at the official addressee given in Expression of Interest (EOI) form.
- b. 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 the remarks like refused, left, premises locked etc.

11. Duties and responsibilities of empanelled Hospital/ Centre:

It shall be the duty and responsibility of the hospital at all times, to obtain, maintain and sustain the valid registration and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities as per the existing laws. Display board regarding cashless facility for ESI beneficiary will be required. The documents like referral from ESI Hospital, eligibility etc. must be mentioned on the board. The ESI patient must be entertained without any queue / wait.

12. Duration:

The agreement shall remain in force for a period of two years and may be extended for subsequent period (if satisfactory services are rendered to our ESI beneficiaries) at the sole discretion of the Regional Director, ESI Corporation, Andhra Pradesh subject to fulfillment of all terms and conditions of this agreement and with mutual consent. Agreement would be signed on Stamp paper of appropriate value before starting the services. Cost of stamp paper and incidental charges related to agreement shall be borne by the Empanelled centre. Agreement will be effective from the date of signing of the agreement. The renewal is not by right but will be at the sole discretion of Regional Director. If applying for renewal, the request letter should reach the Regional Director's Office three months prior to the date of expiry of empanelment.

13. Liquidated Damages:

Empanelled centre shall provide the services as specified by the ESIC under terms & conditions of this document, which will mutatis mutandis be treated as part of the agreement. In case of violation of the provisions of the agreement by the empanelled centre there will be forfeiture of payment of the incoming / pending bills. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / further bills of the Hospital and the ESIC shall have exclusive right to terminate the contract at any time, besides other legal action.

14. Termination for Default:

The Regional Director, ESI Corporation, Andhra Pradesh may, without prejudice to any other remedy or recourse, terminate the contract in following circumstances:


- a. If the Hospital fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement, or within any extension period thereof if granted by the ESIC pursuant to condition of Agreement.
- b. If the Hospital fails to perform any other obligation(s) under the Agreement.
- c. If the Hospital, in the judgment / opinion of the ESIC is engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- d. If the hospital fails to follow the extant instructions and / or guidelines issued by the ESIC as and when required.
- e. If the Hospital is found to be involved in or associated with any unethical illegal or unlawful activities, 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. Terms and conditions can be modified on sole discretion of the First Party only.

15. Notice required before termination of agreement/empanelment by the hospital/centre :

The empanelled Hospital / Center will not terminate the agreement without giving a notice of minimum 3 months, failing which appropriate action as deemed fit and proper; including withholding of any payment due to them may be taken.

16. Penalty Clause:

- (a) Patient can't be denied treatment on the pretext of non-availability of beds / Specialists. In such circumstances treatment may be arranged from other hospitals of similar standard at the cost of empanelled hospital with prior approval of Regional Director/Referring authority.
- (b) In case of premature termination of contract / agreement by the empanelled centre without due notice they will have to deposit Rs.2,00,000/- (Rupees Two Lakh only) as penalty to Regional Director, ESI Corporation, Andhra Pradesh. Affidavit on non-judicial stamp paper of appropriate value for the same to be given at the time of agreement. If Hospital / Center does not deposit money forthwith the same will be deducted from incoming or pending bills.


(B. RAMAKOTI)
REGIONAL DIRECTOR &
ADDITIONAL
COMMISSIONER
ESI CORPORATION, A.P.

APPLICATION FORMAT FOR EXPRESSION OF INTEREST FOR EMPANELEMENT

1. Name of the Hospital and Date of Establishment:

(Whether services were ever discontinued after establishment):
(If yes, mention the period)

Yes/No

2. Name of the city where Hospital is located:

3. Address of the Hospital:

4. Telephone/Fax/E-mail:

Telephone No: Fax:

E-Mail Address:

Name and contact details of Nodal Person:

5. Details of the application fee draft of Rs.1000/-:

Name & Address of the Bank:

Demand Draft No: Date of Issue:

6. Account details:

Bank Account No:

Bank & Branch:

IFSC Code: MICR Code:

PAN/TAN No:

(Attach a copy of cancelled cheque and documents in support of PAN/TAN No)

7. Approved by :

A. CGHS :

Yes/No

Validity Period :

Mention the Specialties for which approved:

State Govt :

Yes/No

PSUs :

Yes/No

Please mention the name of PSUs:

Any other organization (Please specify):

Yes/ No

B. Whether NABH Accredited:

Yes/No

Whether NABH applied for:

Yes/No

Mention the Specialties for which accredited by NABH:

Validity Period:

C. Whether NABL Accredited:

Yes/No

Whether NABL applied:

Yes/No

Mention the Specialties for which accredited by NABL:

Validity Period:

D. Other accreditation, facilities and validity:

(Note: Please mention the validity period of the approval/ accreditation in the specialties as per terms and conditions of EOI)

8. Annual turnover along with certified and audited balance sheets during the last financial years i.e. 2016-17 (Certificate from Chartered Accountant is to be enclosed):

9. SST Facilities for which applied :

All or some of them (Please mention) :

(In order as per terms and conditions of EOI)

10. (A) Total No. of beds:

- a. Casualty/ Emergency Ward:
- b. ICCU/ICU/NICU:
(Please mention specialty wise)
- c. Private:
- d. Semi private (2-3 bedded):
- e. General Ward (4-10 bedded):
- f. Bed reserved for various disciplines as per terms and conditions of EOI:
- g. Others:
 - Area allotted to IPD:
 - Area allotted to Wards:

11. Nursing Care:

Total No. of Nurses:

Bed/Nurse ratio:

(Category Wise-

Gen.Ward:

Pvt.Ward:

ICCU/ICU:

High dependency unit:

Surgical ward:

Others, if any:

12. Alternate Power source (mention the source):

13. Bed Occupancy rate (in last one calendar year i.e. 2017):

General Bed:

Semi Private Bed:

Private Bed:

14. Availability of fulltime Doctors:

No. of in-house doctors-SST wise:

No. of in-house Specialist/Consultant-SST wise:

(as per clause terms and conditions of EOI)

15. No. of patients treated indoor as per clause 5.1 A of specific terms and conditions of EOI for the last calendar year i.e. 2017 (specialty wise and total):

16. No. of operations performed as per clause 5.1 A of specific terms and conditions of EOI for the last calendar year i.e. 2016 (specialty wise and total):

17. Laboratory facilities - SST wise: (as per clause 5.1 B of specific terms and conditions of EOI)

18. Imaging facilities - SST wise: (as per specific terms and conditions of EOI)

19. Number of Operations Theatres - SST wise: Whether there is separate OT for Specific cases:
Yes/No

20. In house supportive services:

(I) Boilers/Sterilizers:

(II) Ambulance: (Please specify number)

(III) Laundry:

(IV) House keeping:

(V) Canteen:

(VI) Gas plant:

(VII) Dietary/Kitchen:

(VIII) Blood Bank:

(IX) Pharmacy:

(X) Physiotherapy:

(XI) Others, if any:

21. Waste Disposal system- as per statutory requirements: Yes/No

22. Other essential information:

Total Number of indoor patients treated in last one year (i.e. 2017, specialty wise)

(A) Cardiology and Cardiothoracic surgery

Number of CAGs in last one year:

Number of Angioplasties done:

Number of Open heart surgeries:

Number of CABGs in last one year:

Number of Pediatric/Newborn Heart surgeries done:

Number of other heart surgeries done (not included above)- Name and Numbers:

(B) Renal Transplantation and Nephrology

Number of Renal transplantation done during last one year:

(Should have valid registration certificate under NOTTA)

Number of years this facility is available:

No. of Hemodialysis Unis:

No. of Hemodialysis (please mention sera positive and negative separately in the last year):

Criteria for Dialysis:

- a) Centre should have good dialysis unit neat, clean and hygienic like a minor OT: Yes/No
- b) Centre should have at least four good Haemodialysis machines with facility of giving bicarbonate Haemodialysis: Yes/No
- c) Centre should have water-purifying unit equipped with reverse osmosis: Yes/No
- d) Unit should be regularly fumigated and they should perform regular antiseptic precautions: Yes/No
- e) Centre should have facility for providing dialysis in Sero positive cases: Yes/No
- f) Centre should have trained dialysis Technician, Nurses, full time Nephrologists and Resident Doctors available to manage the complications during the dialysis: Yes/No
- g) Centre should conduct at least 150 dialysis per month and each session of hemodialysis should be at least of 4 hours duration: Yes/No
- h) Facility should be available 24 hours a day: Yes/No

i) If so, does it exist within the city where the Hospital is located: Yes / No

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

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

(C) Lithotripsy:

Number of cases treated by lithotripsy in the last year:

Average no. of sitting required per case:

Percentage of cases selected for lithotripsy, which required conventional surgery due to failure of lithotripsy in
last one year:

(D) Liver Transplantation:

Registration certificate details under NOTTA (No., validity and issuing authority): Technical expert with
experience in liver transplantation who had assisted in at least Fifty liver transplants: Yes/No

(Please mention his/her Name, Qualification and Experience)

Number of transplants assisted by the above experts:

Month and year since when liver transplantation is being carried out: Number of liver transplantation done
during last one year:

Success rate of liver transplant:

Facilities for transparent immunology lab:

Tissu Typing facilities:

Yes/No

Blood Bank:

Yes/No

(E) Neurosurgery:

Whether the Hospital has aseptic OT for Neurosurgery:

Yes/No

Whether there is Barrier Nursing for isolation for patients:

Yes/No

Whether it has required instrumentation for Neurosurgery:

Yes/No

Facility for Gamma Knife Surgery available:

Yes/No

Facility for Trans-sphenoidal endoscopic surgery available:

Yes/No

Facility for Stereotactic surgery available:

Yes/No

(F) Gastroenterology and G.I.Surgery:

Whether the Hospital has aseptic OT for Gastroenterology and G.I.Surgery:

Yes/No

Whether it has required instrumentation for Gastroenterology and G.I.Surgery:

Yes/No

Facility for endoscopy (specify details):

Yes/No

Facilities for endoscopic surgeries (specify details)

(G) Oncology:

Whether the Hospital has aseptic OT for Oncology-surgery:

Yes/No

Whether it has required instrumentation for Oncology Surgery:

Yes/No

Facility for Chemotherapy available:

Yes/No

If yes, no. of patients treated in last one year:

Facility for radiotherapy available:

Yes/No

Please mention the type of radiotherapy available:

(Radiotherapy facility and manpower shall be as per guidelines of BARC)

Number of patients put on radiotherapy in the last year:

Details of facilities under Radiotherapy:

(H) Endoscopic/Laparoscopic surgery:

Whether the Hospital has well experienced Endoscopic/Laparoscopic Surgeon: YES/NO
Number of surgeries done in the last one year:
(Hospital with at least 250 laparoscopic surgeries in the last one year will be preferred)

Whether the Hospital has at least one complete set of Laparoscopic equipment with accessories: Yes/No

Whether the Hospital has facilities for open surgery (if laparoscopic surgery fails): Yes/No

(I) Orthopedic Joint Replacement:

a. Whether there is Barrier Nursing for Isolation for patient: Yes/No

b. Facilities for Arthroscopy: Yes/No

(J)

Number of CT Scans done in the last one year (i.e.in 2017):

Number of MRI Scans done in the last one year (i.e.in 2017):

Number of PET Scans done in the last one year (i.e.in 2017):

Number of Memographies done in the last one year (i.e.in 2017):

Number of any other investigations as per terms and conditions of EOI:

I undertake that the information given above is correct to the best of my knowledge. If any information is found incorrect, then undersigned is responsible for the same and action may be taken by ESIC as deemed fit. I do agree with the terms and conditions mentioned in the tender document.

Date:

Place:

(Name and signature of Proprietor/ Partner/Director/Legally Authorized Signatory)

Certificate of Undertaking

(On a Non Judicial Stamp Paper of Rs.1001-)

1. It is certified that particulars given in the Application Form and in the other documents are correct and the eligibility criteria are satisfied.
2. The Hospital shall provide cashless facilities to all ESI beneficiaries referred through proper ESIC/ESIS referral system.
3. That Hospital shall not charge higher than the CGHS notified rates or the rates charged from other patients who are not ESI beneficiaries.
4. That the rates have been provided against a facility/procedure/investigation actually available and performed within the organization.
5. That the Hospital also has the capability to submit the bills electronically in digital format and that all billing will also be done in the electronic format required by ESIC.
6. That the Hospital has not been de-empanelled/derecognized or blacklisted by CGHS or any other State Government or other organizations.
7. That the Hospital will pay damage to the ESI beneficiary or the ESIC Staff, if any injury, loss of part or death occurs due to gross negligence of the Hospital.
8. That no investigation by the Central Government/ State Government or any other statutory investigation agency is pending or contemplated against the Hospital.
9. The Hospital agrees to all the terms and conditions prescribed in EOI.
10. The Hospital is fulfilling all special conditions imposed by the Government Authorities.
11. The Hospital agrees to implement EMR (Electronic Medical Record) & EHR (Electronic Health Record) as per the standards approved by MOHFVV within one year or its implementation (if not already implemented).
12. That if any information is found to be untrue any time before and during the period of empanelment, the Hospital would be liable for de-recognition by ESIC. The Hospital /organization will be liable to pay compensation for any financial loss caused to ESIC or physical/mental injuries to its beneficiaries.
13. All the papers of EOI documents and all the papers along with E01 document have been signed and stamped on each page by the authorized person.
14. The Hospital has the requisite approval of AERB/PNDT act registration/fire safety and other statutory bodies.
15. The Hospital undertakes to abide by norms of Pollution Control Board for bio-medical waste management.

Date:

Place:

(Name and signature of Proprietor/ Partner/Director/Legally Authorized Signatory)

3

Documents to be submitted along with Application and EOI document

1. Copy of partnership deed/memorandum/article of association etc, as applicable.
2. Copy of documents fulfilling necessary statutory requirement including waste management .
3. Copy of custom duty exemption certificate and conditions on which exemption was accorded with duration (if any).
4. Copy of License for running:
 - (i) Blood Bank
 - (ii) Imaging Centre
 - (iii) Organ & Tissue Transplantation Centre
 - (iv) Radiotherapy Centre
 - (v) Any other (PNDT Act, Fire Clearance Certificate etc. Please mention)
5. Others (but mandatory)
 - (i) Application in the prescribed format (Duly filled-in and signed on each page)
 - (ii) List of specialties for which empanelment is applied (in the prescribed format)
 - (iii) Certificate of undertaking (in the prescribed format)
 - (iv) EOI document complete in all respect with each page serially numbered, signed and stamped by the authorized signatory.
 - (v) Authority letter in favour of person applying on behalf of organization .
 - (vi) State registration certificate/Registration with Local bodies, wherever applicable.
 - (vii) Copy of Proof of number of beds as certified by registration certificate of State Govt./Local bodies/NABH/Fire authorities.
 - (viii) Copy of relevant documents for empanelment with CGHS/State Govt./PSUs etc.
 - (ix) Valid copy of accreditation by NABH/Application of request for the same.
 - (x) Valid copy of accreditation by NABL/Application of request for the same.
 - (xi) Affidavit of not being blacklisted or de-recognized by any Government Agency/Organisation .
 - (xii) Copy of agreement with Waste Management Agency.
 - (xiii) Valid copy of Certificates issued by AERB/BARC.
 - (xiv) Valid registration certificate under PNDT Act.,
 - (xv) List of Hospital rates for the procedure and investigations (unlisted/Non-GHS)
(The rates shall be valid for at least two years from the date of empanelment .)
 - (xvi) Copy of cancelled cheque with mention of Valid Account No. and IFSC Code.
 - (xvii) Copy of PAN Card.
 - (xviii) Audited Balance Sheet, Profit & Loss Statements certified by Chartered Accountant for Financial Year 2016-17 and proof of annual turnover.
 - (xix) Fire Clearance Certificate/Certificate by authorized third party regarding the details of Fire safety mechanism as in place in the Health Care Organization.
 - (xx) Registration under PNDT Act, for empanelment of Ultrasonography facility.
 - (xxi) AERB approval for tie-up for radiological investigations /Radiotherapy , wherever applicable .
 - (xxii) Certificate of Registration for Organ Transplant facilities, wherever applicable .

Date:

Place:

(Name and signature of Proprietor/ Partner/Director/Legally Authorized Signatory)

No. of BEDS ALLOTTED TO ESI BENEFICIARIES IN EACH DEPARTMENT IN THE HOSPITAL

Name of the Hospital : _____

Address of the Hospital _____

Sl. No.	Name of the Department	Willingness for Empanelment (Yes / No)	No. of Beds allotted exclusively to the ESI Beneficiaries
1.	Cardiology		
2.	Cardiothoracic Vascular Surgery		
3.	Neurology		
4.	Neurosurgery		
5.	Paediatric Surgery		
6.	Oncology and Onco Surgery		
7.	Urology		
8.	Nephrology		
9.	Gastroenterology		
10.	GI Surgery		
11.	Endocrinology and endocrine surgery		
12.	Burns, Plastic and Reconstruction Surgery		
13.	Any other SST Services		
14.	Super Specialty Investigations: CT Scan MRI PET Scan Echocardiography Bone Scan & Screening of other parts of Body Specialized Biochemical, Immunological Investigations:		-----

Date:

Place:

(Name and signature of Proprietor/ Partner/ Director/Legally Authorized Signatory)

General Guidelines for Providing SST Care

1) Referral Procedure:

- a) Referral letter for Super Specialty Treatment will be issued by a committee constituted by Medical Superintendent of the ESIS/ ESIC hospital
- b) Tie-up Hospital should ensure that referral letter is properly and completely filled including date, referral number, attestation of photo, signature of patient/attendant, stamp and signature of committee members. In the event of Tie-up hospital receiving improper letter, while continuing the treatment to patient, they should get them corrected/rectified from the Referring hospital.
- c) Entitlement certificate from ESIC IP Portal / Certified by Competent ESIC Authority and valid Photo ID of IP as per ESIC guideline should be part of referral document.
- d) Referral of Emergency cases: It implies that patient comes to the emergency department of ESI Hospital outside normal working hours. The emergency duty doctor will assess the case and if requires refer the patient to Tie up hospital following procedure as for non emergency referral. In such cases the referral letter will be completely filled, signed and stamped by emergency duty doctor instead of committee members. The emergency duty doctor will submit the details to the MS on the next day. The Tie-up hospital also should give the details of the case to the MS next day. MS or person authorized by MS will verify the details and issue regular referral letter on the next working day of emergency admission.
- e) Validity of referral letter is 7 days.

- 2) **Direct Admissions:** Patients going to tie-up hospitals without being referred as such by the ESI system in dire life threatening emergency and the condition of patient would have severely deteriorated if he/she had gone to ESI Hospital for reference. Such admissions should be intimated to Regional Office within 24 hours and all such cases. The genuinity of the case will be verified by ESIC.

Referral letter will be issued by ESIS Hospital. Bills raised for all direct admission cases should be sent directly to Regional Office.

- 3) Tie-up hospital should provide medical care as specified in the referral letter and no payment will be made for treatment/procedure/investigation which are not mentioned in referral letter.
- 4) If the tie-up hospital feels necessity of carrying out any additional treatment/procedure/ investigation in order to carry out the procedure for which patient was referred, the permission for the same is essentially required from the referring hospital either through email, fax, telephonically. (to be confirmed in writing at the earliest i.e. next working day). Permission from referring authority is required for extended hospital stay in tie-up hospital (after 7 days or package period) and should be justifiable.
- 5) The tie-up hospital will not charge any money from patient/ attendant referred by ESI system for any treatment/ procedure/ investigation carried out. If it is reported the tie-up hospital has charged money from the patient the concerned tie-up hospital may attract action for de-empanelment/ black-listing.
- 6) All the drugs/ dressing used by the tie-up hospitals should preferably of CGHS drug formulary/ generic. Drugs and Implants from Indian manufactures should be used, if available. All the drugs/ dressing used by the tie-up hospital requiring reimbursement should be approved under FDA/IP/BP/USP pharmacopeia or DG ESIC rate contract.
- 7) It is mandatory for the tie-up hospital to send a report online or written format to the MS concerned on the same day or the very next working day on receipt of referral, giving details of the case, their specific opinion about the treatment to be given and estimates of treatment.
- 8) Consequent upon engagement of UTI BPA for processing of super speciality treatment bills, the tie-up hospital should submit all the bills through online only.

The guidelines issued in this regard from time to time should be followed strictly.

9) RATE :

- a) CGHS rates as per ESIC guidelines or Hospital rates whichever is less is applicable.
- b) If a CGHS listed or equivalent procedure is in CGHS list for the condition/investigation for which referred, that rate will be allowed.
- c) Ceiling rates are applicable as CGHS rates / ESIC guidelines.
- d) In case of drugs not available in package, 10% discount on MRP is applicable.
- e) For drugs with unit cost above Rs. 5000/-, invoice price or MRP minus 10%, whichever is less will be applicable.
- f) For implants with unit cost above Rs. 5000/-, invoice price or MRP minus 15%, whichever is less will be applicable.
- g) In case, if hospital rate is allowed, a discount of 15% should be given.
- h) The drugs prescribed at the time of discharge of the patient after SST shall be issued for 7 days and for which the tie-up hospital can claim Rs.2000/- or actual cost per patient, whichever is less.
- i) No other tax or levy shall be admissible

10) Raising of bill:

- a) The tie-up hospital shall raise the bill on their hospital letter head (with address and email/fax number of the hospital) in the prescribed proforma. It should be duly signed by the authorized signatory. The specimen signatures of authorized signatory certified by the competent authority of the tie-up hospital shall be submitted to all the referring ESIC/ ESIS hospitals and Regional Office.
- a) The Discharge Summary (incorporating brief history of the case, diagnosis, details of procedure/treatment done) verified by treating specialist, investigation reports, identification stickers/ pouches and invoices of implants

and drugs (costing above Rs.5000/- per unit), warranty documents (if applicable), supporting document for any other claim (radiation, dialysis, transfusions etc.) are to be submitted by the Tie-up hospital along with adjustment bill.

- b) Completely filled and signed patient satisfaction report should be submitted with bill.
- c) Tie-up hospital should submit SST bill within 15 days of discharge of the patient as per ESIC guidelines.
- d) A soft copy of consolidated bill should be send to Regional Office by email.

11) SS TREATMENT:

- a) Super specialty treatment requirement **should be considered only** if the treatment involves mandatory intervention by the Super specialist of the concerned field.
- b) All referrals where Super specialty procedure are not specified on the referral letter and patients are referred only for supportive care/terminal care in any discipline and where patient does not need any active intervention by the super specialist, should be considered as Secondary Care.
- c) Super specialist's opinion can be taken any time by the treating specialist of ESIC/ESI hospitals for better management or opinion on the requirement of any specific super specialty intervention.

12) CANCER TREATMENT

- a) For Cancer patients, Surgery/Chemotherapy/Radiotherapy Packages should only be included in SST. Drugs under trial/ Not approved by DCGI for use in India/ or drugs whose beneficial effects are doubtful, should not be used by the tie up hospitals on ESI beneficiaries. All Chemotherapeutic drugs, if available in DGESI -RC will be issued to the patient by the referring hospital.
- b) As far as possible the tie up hospitals should use, the drugs approved in CGHS formulary. The rate list approved by CGHS for essential life saving medicines should be used during bill processing. Imported brands should not be used if the

Indian brand for the same is available in the market and generic item should be used if available.

13) CEILING OF SST EXPENDITURE:

Upper limit on the expenditure for procedures not covered under CGHS package rates would be Rs. 10 lac per beneficiaries per year. Cases involving expenditure of more than Rs.10 Lac may be considered only as an exception and on reimbursement basis. Tie-up hospitals are requested to be watchful not to cross the ceiling limit especially when costly and recurring treatment are involved and may take clarification regarding total expenditure from Referring hospital, if needed.

14) The Hospital will not refer the patient to other specialist/other hospital without prior permission of Referring authority.

15) The duration of indoor treatment for specialized and other procedures will be as per CGHS terms and conditions

16) 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.

17) 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.

18) DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITALS / DIAGNOSTIC CENTRES

It shall be the duty and responsibility of the Hospital at all times, to obtain, maintain and sustain the 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

19) HOSPITAL'S / DIAGNOSTIC CENTER'S INTEGRIT 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 within 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.

20) MISCELLANEOUS

- 20.1 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.
- 20.2 The Hospital shall not represent or hold itself out as agent of the ESIC.
- 20.3 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.
- 20.4 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.
- 20.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 20.6 Should the hospital get wound up or partnership 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.
- 20.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.
- 20.8 Regional Director or any person authorized by ESIC should be allowed to inspect the ESIC beneficiaries under treatment and documents related to ESIC beneficiaries at any time. All documents related to ESI beneficiaries including reports, case sheets, bill etc and all required information should be provided without delay.

ESIC- SOP for Online Bill Processing

Introduction

ESIC is providing comprehensive medical care facility to its beneficiaries and their dependents through ESIC/ESIS Hospitals & Dispensaries as well as empanelled hospitals & diagnostic centers.

ESIC has decided to appoint UTIITSL as a Bill Processing Agency (BPA) for processing the claims of empanelled hospitals/diagnostic centres and recommending the payment to be released. Expenditure incurred on medical services provided by empanelled hospital/diagnostic center shall be paid by ESIC directly to the empanelled facility after the bill is processed by BPA.

UTIITSL/BPA has agreed to provide a transparent system for online referral generation and bill processing 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. (As per MoU)**

Here after respective MS's-ESIC Hospitals & SMC Offices will enter into MOU/Addendum to MoU (as the case maybe) with empanelled hospitals/diagnostic centres to enable online referral generation and billing through UTI Module.

BPA will provide a front end user interface through the software where in the designated officials/users of ESIC Hospitals/SMC Offices will be able to update all necessary details including empanelment, validity/extension of validity of MOA, details of accreditation (NABH/NABL), classification of hospital and any other parameters/criteria as specified by ESIC from time to time as also any information on de-empanelment of the hospital/diagnostic centers, without the BPA having any control on such parameters relating to the empanelled hospitals/diagnostic centers.

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

This document lays down Standard Operating Procedure on referral generation by ESI Institutions and online processing of bills pertaining to empanelled hospitals/diagnostic centers.

DEFINITIONS & INTERPRETATIONS:

- 1. "Agreement"** shall mean this agreement and all Schedules, Annexure, Supplements, Appendices and Modifications thereof made in accordance under the terms of this agreement, in writing and as agreed to by both the parties. It shall also include Letter of Intent, Standard Operating Process (SOP), Notification of award, etc. Any changes, if mutually agreed between ESIC and UTIITSL in writing, shall also form the part of the agreement.
- 2. "BPA"** shall mean Bill Processing Agency and UTIITSL is acting as BPA while performing this agreement.
- 3. "ESI Beneficiary"** shall mean a person who is entitled for benefit under ESI Act and employees of ESI Corporation who holds an ESIC Card or employee health card or pensioner card for availing benefit.
- 4. "Benefit"** shall mean the extent or degree of medical service; the beneficiaries are entitled to receive as per the rules/instructions of ESIC on the subject, as conveyed to BPA in writing.
- 5. "Coverage"** shall mean the types of persons eligible as beneficiary of ESIC to health services provided under the corporation, subject to the terms conditions, limitations and exclusions of the corporation as indicated in writing by ESIC to BPA.
- 6. "MS"** shall mean Medical Superintendents of ESIC/ESIS Hospitals.
- 7. "SSMC/SMC"** of a state, shall mean Senior State Medical Commissioners /State Medical Commissioners of ESI Corporation, in the respective states.
- 8. "DIMS/Director-ESIS"** shall mean Director Insurance Medical Services, of ESI State Scheme of respective states.
- 9. "Competent Financial Authority" (CFA)** shall mean ESIC officials delegated with financial powers to clear on-line bills after receipt of the recommendations from BPA.
- 10. "Working Day"** shall mean days on which ESIC/ESIS Hospitals/Institutions are open for business other than Sunday and public holidays.
- 11. "Service Area"** shall mean the area with in which ESIC has authorized BPA to provide services, presently being all ESIC/ESIS hospitals/institutions, all over India.
- 12. "Claim"** shall mean the bills submitted by the ESIC empanelled Hospitals/Diagnostic Centre with all necessary supporting documents as prescribed by ESIC from time to time so that no additional information, in the opinion of BPA, whatsoever, is further required to process the bill. This includes the physical

submission of original hard copies of bills and required clinical reports/films/pouches/invoices/price stickers etc, which were electronically uploaded in the system by the empanelled hospitals to the place from where the referral was generated and any other "Need More Information" of any sort.

- 13. "Fees"** shall mean the agreed payable amount by empanelled hospital/diagnostic center of ESIC or ESIC for services rendered by the BPA from time to time calculated on the claimed amount of the bill submitted by the empanelled hospital/diagnostic center. It shall also mean additional payment (or increase there on) of Service Tax, GST or any other taxes applicable on such fees to BPA.

Letter confirming the fees due to BPA shall be issued by respective CFA within 30 days from date of last recommendation of claim by BPA if the said fee amount remains unpaid to BPA.

CGHS directives on interest accrued for delay in payments to BPA shall be followed as and when applicable.

- 14. "Services"** shall mean the work performed by the BPA pursuant to this contract/agreement.

- 15. "Party"** shall mean either ESIC or BPA and "Parties" shall mean ESIC, ESIS, BPA and empanelled hospitals/diagnostic centers.

- 16. "Direct admission"** means patients going to empanelled hospitals and availing procedure/Health intervention/Test/OP consultation, etc. for which no referral has been made by any ESIC/ESIS Hospitals/Institutions. These bills shall be evaluated offline, as per prescribed procedure of ESIC as per the SOP forwarded by ESIC.

- 17. "Software"** means the entire application software which was demonstrated during the Proof of Concept which will be deployed by UTIITSL/BPA. The Proprietary Rights, Copyrights, Patents and any such Rights over the software and its modifications shall always be with UTIITSL/BPA.

- 18. "Rates"** means the rates as per ESIC policy/SOP/CGHS/AIIMS notified circulars duly adopted and recommended by ESIC or uploaded on the website www.esic.nic.in and BPA portal www.esicbpa.utiitsl.com/esic from time to time by ESIC. Any change in rate shall be effective on BPA module within a maximum of 7 (seven) days from the date mentioned and notified by ESIC. It will include modifications thereof.

- 19. "Referral"** means a document issued either online/offline for a beneficiary to avail cashless treatment/facilities at the respective empanelled hospitals/diagnostic centers bearing all relevant details and duly signed by respective

competent/designated authority of respective ESIC/ESIS Hospital/institution as advised by ESIC.

- 20. "Empanelled hospital/diagnostic center"** means the facility empanelled by ESIC to extend and provide treatment/facilities/medical procedure/Health intervention/Test/OP/ consultation or any other medical activity. The empanelment/extension/gradation/registration of these facilities all solely coming under the purview of ESIC only. The registration of empanelled hospital/diagnostic centers with validity, extension of validity, details of accreditation (NABH/NABL), de-empanelment of hospital, classification of hospital and any other parameters/criteria for empanelment would be the sole jurisdiction of ESI Corporation. The communication to the empanelled hospitals /diagnostic centers on these matters will be the sole prerogative of ESIC.

Any intervention of BPA in this area will be automatically invalid.

Pre-requisites:

A) Hardware & Network Infrastructure:

Necessary IT infrastructure (Windows PC with continuous net connection, modem, Printer with power back-up) is mandatory at all places (ESIC/ESIS Hospitals/ empanelled hospitals and empanelled diagnostic centers) where this UTIITSL application software is to be used. Respective Competent Authorities will make available computers with internet facility to the deemed officials nominated for the said purpose.

ESIC/ESIS Hospitals/Institutions & SMC Offices can use the existing Wipro computers and net connections/modems taken for the purpose of Biometric Attendance for facilitation of the same.

B) Application: UTIITSL application software is web based unlike the Intranet based Panchdeep application software and hence can be used from any location, anytime. The software (UTIITSL Module) shall enable generation of online referral letter conveying the approval, medical scrutiny and recommendations on the claim amount for the payment against the claims submitted by the empanelled hospitals / diagnostic centers.

I Facilities

Medical facilities are to be provided through a network of ESI institutions spread across the country. In case further treatment is required, a referral will be issued from ESI Institution to the empanelled hospital/diagnostic center.

Only the staff authorized by ESIC can issue (Normal/Emergency) referrals. **The list of names of designated officers shall be given to BPA by the respective Competent Authority at each of the location at the time of start of the Contract.**

The Medical Superintendent of ESIC/ESIS Hospital/Institution shall duly approve and authenticate both the online and the hard copy of the referral.

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. However, 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 ESIC/ESIS 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: Registration, Referral, Receiver, Verifier, Level 1 Validator, Level 2 Approver, Financial Approver ,Accounts etc)
- c) The form should be signed by the user and authorized by respective MS's/SMC's at ESIS/ ESIC Hospitals/Institutions along with official seal and signature
- d) Filling of the user creation template in the Excel format.
- e) Scanned copies of these documents to be forwarded to esicbpa@utiitsl.com along with User Creation Template in .XLS format.
- f) If any user is discontinued by whatsoever reason, **it is imperative that** to prevent fake/fraudulent/duplicate billing and payments, the same should be communicated to BPA by respective MS's/SMC's at ESIS/ ESIC Hospitals/Institutions 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 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 Resources

For ESIS hospitals -Respective SSMC/SMC shall act as Nodal officer to coordinate with DIMS (Director Insurance Medical Services) in the State, for training of staff/empanelled hospitals and implementation of various activities (online referral generation, verification of document etc) through BPA module in the ESIS

Hospitals/Dispensaries. MS of respective ESIS Hospitals shall duly forward the validated forms for specific role/s mapping to SSMC/SMC Office. These forms along with forms for designated roles within SSMC office shall be forwarded by SSMC/SMC for creation of user ID's & passwords to BPA. It will be the responsibility of MS ESIS Hospital & SSMC/SMC to intimate BPA to block specific user ID in event of change in status of any official/user. BPA shall maintain an Audit trail for the same.

For ESIC Hospitals - MS ESIC Hospitals shall identify a Nodal Officer in respective ESIC Hospitals to coordinate training of staff/empanelled hospitals and implementation of various activities through BPA module. Respective nodal officers shall be responsible to coordinate with Headquarters' office on the same. MS of respective ESIC Hospital shall duly forward the validated forms for specific role/s with mapping for creation of user ID's and passwords to BPA.

It will be the responsibility of MS ESIC Hospital to intimate BPA to block specific user ID in event of change in status of any official/user. BPA shall maintain an Audit trail for the same.

VII Registration of Empanelled hospitals/Diagnostic centres:

The empanelment/extension/gradation/registration of empanelled facilities, all solely coming under the purview of ESIC only. The registration of empanelled hospital/diagnostic centers with rate lists, validity, extension of validity, details of accreditation (NABH/NABL), de-empanelment of hospital, classification of hospital and any other parameters/criteria for empanelment shall be done at respective ESIC Hospital/SMC Office.

VIII Procedures

- 1) Referrals: ESIC/ESIS Hospitals/Institutions will refer an ESI beneficiary to empanelled hospital/diagnostic center either during normal working hours of the Hospitals or as an emergency after the normal working hours.

In normal working hours ESIC/ESIS Hospitals/Institutions will initiate referral by the competent authority/ specified user as specified under Clause I above, online through BPA module or otherwise (as specified by ESIC from time to time) and handover hard copy of referral letter to patient.

In the event where the respective ESIC/ESIS Hospitals/Institutions are unable to generate online referral on account of Server/Application issues, BPA shall record the time & duration of the problem and facilitate the entry of such referrals on the system at a later stage and maintain an audit trail for the same.

The validity of referral in normal circumstances shall be for 7 days only from the date of referral (excluding the date of referral). Duration of admission should be mentioned on the referral for cases not covered under CGHS package. **If not specified, the admission shall be valid for Three days (03) only, pursuant to which the tie up hospital (the empanelled hospital) shall seek further permission for extension of stay.**

There will be no scope of revalidation of old referrals and in all such cases where the validity has elapsed; a new referral will have to be generated in the system.

In special circumstances for e.g Chemotherapy, Dialysis etc. the validity shall prevail as per instructions of ESIC, as intimated from time to time.

- Chemotherapy - Cycle wise referrals with due mention of days e.g Cycle 1- Day 1, 3 or 5 or as the case may be. The number of days as specified by referring ESIC/ESIS Hospital needs to be mandatorily captured in the module.
 - Radiotherapy- Total sittings and total dose e.g 25 Gy in 5 sessions. The number of sessions as specified by referring ESIC/ESIS Hospital needs to be mandatorily captured in the module.
 - Dialysis – Referral for 30 days with due mention of the frequency/session of dialysis. Number of days as specified by ESIC to be specified e.g one session per week for a month, not exceeding four sessions per week for a month. Number of sessions as specified by referring ESIC/ESIS Hospital needs to be mandatorily captured in the module.
 - In case numbers of sessions provided to the beneficiary are less than the number mentioned in the module, BPA shall process the payment of empanelled hospital on pro rata basis as per CGHS Rate List.
- 2) For patients referred during emergency hour i.e after normal working hours or on holidays, the Authorized officer, as per Clause I, shall generate a hard copy/ online referral for the empanelled hospital/diagnostic center. Under normal circumstances, BPA claim ID for the beneficiary shall be generated on the next

working day (if not approved by the competent authority on the same day) and both the online and the hard copy of referral will be duly approved and authenticated by the designated authority of ESI Hospital/Institution, as per Clause I.

Unless mentioned otherwise, the validity of referral generated during emergency hours or on holidays will be three days only (excluding the date of referral). Subsequent validations for validity of referrals in the system shall be incorporated by BPA in the module.

- 3) It is again reiterated by ESIC to refer patients only for those services, which normally are not available in respective hospitals as per the prescribed ESIC norms.
- 4) Under normal circumstances, referrals should be justified, equally and fairly distributed amongst all tie up hospitals and due care should be exercised in maintaining transparency and adherence to prescribed guidelines and laid down procedure.
- 5) ESIC will issue referral form, which shall indicate specific procedure/Health Intervention/Test/OP consultation, etc. along with clinical information, diagnosis and any other relevant information as specified from time to time, for which referral is being made. Referrals should also preferably carry the CGHS code under which the patient is being referred to the empanelled hospital. Duration of admission should be mentioned on the referral for cases not covered under CGHS package. This will form the basis for BPA scrutiny.

The extension of stay for ongoing treatment shall be captured in the BPA Module –Extension Template, duly linking it with the old referral number/Unique claim ID. Relevant validation to this effect shall be incorporated in the module by the BPA. This extended stay approval document should be a part of the bill submission. (As in ECHS)

- 6) It is reiterated that the super specialty treatment requirement should be considered only if the treatment involves mandatory intervention by the Super specialist of the concerned field.
- 7) All referrals where Super specialty procedures are not specified on the referral letter and if patients are referred only for supportive care/terminal care in any discipline and where patient does not need any active intervention by the super specialist, it should be considered as 'Secondary Care'. Payment in respect of

these bills by respective CFA's should be done accordingly i.e by M.S ESIC Hospital / by DIMS (or if paid by SMC then deduction for the expenditure should be done from the future 'On Account' payments, due to the State).

- 8) Only Onco Surgery/Chemotherapy/Radiotherapy Packages should be included in Oncology Super specialty Treatment. The tie up hospitals should not use drugs under trial/ or those not approved by DCGI for use in India/ or drugs whose beneficial effects are doubtful on ESI beneficiaries. All Chemotherapeutic drugs, if available in DGESI -RC should be issued to the patient by the referring hospital as is being done in CGHS.

If the same are being provided by the referring ESIC/ESIS Hospital this should be duly captured in the BPA module.

It is mandatory to attach the Chemo/Radio-therapy Schedule and drug protocol advice from the tie up hospital for respective Oncology referrals. This should be validated by BPA at the time of bill processing.

- 9) Any unlisted procedures/ implants etc, which are not listed in CGHS or AIIMS, should have prior approval and preferably budget estimation from the Competent Authority in ESIC. BPA shall implement deductions on unlisted implants, investigations and unlisted procedures as per ESIC policy, duly intimated to BPA. BPA shall apply CGHS major and minor procedure rates where ever applicable as instructed by ESIC.

- 10) As far as possible the empanelled hospitals are advised to use the drugs approved in CGHS formulary.

The rate list approved by CGHS for essential life saving medicines should be used during bill processing.

Imported brands should not be used if the Indian brand for the same is available in the market. The empanelled hospitals must strictly follow all guidelines issued by CGHS on these issues.

- 11) The empanelled hospital/diagnostic center, on receipt of referral/admission advice of ESIC beneficiary will send an on-line intimation to the BPA within 4 hours with complete details of the patient, proposed line of treatment, cost and duration along with clinical history and any other information as specified by ESI Corporation from time to time with a copy to ESIC. If the intimation is not send

within 4 hours it will still be valid for admission caring for the patient's health after getting intimation from ESIC. BPA shall acknowledge the intimation within 4 working hours of receipt of intimation done by empanelled hospital.

- 12) BPA on receipt of intimation of receipt of referral by empanelled hospital/diagnostic center for admission/treatment will acknowledge and scrutinize the details. BPA shall promptly note the referrals for the prescribed test/treatment/management to the concerned empanelled hospital/diagnostic center.

The referral shall be validated by BPA on the following criteria:-

- a. Name mismatch
- b. Insurance Number mismatch
- c. Date mismatch
- d. Expired Validity of referral
- e. Continuity of Extension (if any)
- f. Mapped empanelled hospital with respective location
- g. The P1 form (referral letter) should bear the seal and signature of MS/DMS/SST in charge / Referral Committee/Designated authority.

- 13) Empanelled hospitals/diagnostic centers will carry out the procedure(s)/test(s)/ Health intervention/OP Consultation etc. as indicated on the referral by ESI Corporation forming the basis of bill processing.

The empanelled hospitals/diagnostic centers shall upload all the reports and bills in the system within 7 (seven) working days after completion of test/procedure/health intervention/OP consultation i.e. after final discharge.

BPA shall make the necessary 7 days validation in its module to this effect. After seven days the empanelled hospital/diagnostic center would have to give justified reasons for delay and seek further extension from respective CFA of ESIC/ESIS hospital/Institution. BPA shall include inbuilt relevant validation to this effect in the module.

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 (as applicable) 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) BPA shall provide relevant validation for an online waiver in the BPA module. 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, BPA shall not be held responsible for the same.

16) ESIC/ESIS Hospital/Institution shall make provisions for receipt and verification/ attestation of these hard copy documents by identified/ specified user(s) at a designated/specified place in its premises. The name and location of the receiving and acknowledging official is to be published in a prominent place and also communicated to the empanelled hospital/diagnostic center by respective authorities from time to time.

17) On receipt of the physical bills the concerned referring ESIC/ESIS Hospital/Institution will verify and vet the scanned copies uploaded in online BPA module in support of the claim and certify that the hard copies received are same as the uploaded scanned copies by the empanelled hospitals. Verification of bills will be done by respective ESIC/ESIS hospital/institution on receipt of hard copy to the extent that scanned copies uploaded by the empanelled hospital against claim of a given patient should be exactly same as that submitted in hard copies/physical bills i.e Patient's name, referral number,

Bill Number, claimed value etc. and that the hard copies received are as per ESIC billing policy (Mandatory PI-PVI & other relevant Annexures as per SST Manual). This approval from ESIC/ESIS shall form a basis for BPA to process the bill in normal course.

After physical verification/checking of the bills and documents received in hard copy, the concerned ESIC/ESIS Hospital/Institution shall validate such claim documents online **within 3 (three) working days (subject to availability of server/application-duly recorded on the site/notice board), which** shall enable the BPA to perform the scrutiny and further processing. After such validation any delay on the part of hospital/diagnostic center will be deemed to be condoned by ESIC and BPA shall process these cases as usual.

- 18) 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 to the empanelled hospital/diagnostic center for the missing/ambiguous physical documents immediately, but not later than **Seven (07)** working days (subject to availability of server/application) and reasons shall be captured on the module for viewing by the concerned users. Empanelled hospitals/diagnostic centers shall have to submit the clarifications/information inter-alia for all bills returned online under "Need for more Info" category (NMI), within 15 days failing which ESIC/ESIS will forward these claims to BPA for further processing on the basis of available documents without any further intimation and such bills/claims will be closed not to be opened further by the BPA.

Any delay in processing owing to pending clarifications/information will be the sole responsibility of the empanelled hospital with no responsibility on BPA. BPA shall provide relevant validation of 15 days in the module.

- 19) On receipt of complete online claims of empanelled hospitals/diagnostic centers, the processing team of BPA under supervision of a doctor (Minimum M.B.B.S) will scrutinize the online documents/bills/reports on FIFO basis, as per approved CGHS rates, AIIMS rates, or rates as notified on BPA's website www.esicbpa.utiitsl.com/esicfrom time to time.

Any change in rate shall be effective after 7 days from the date mentioned and notified by ESIC. However, any rate change shall have the written authorization from ESI Corporation Headquarters Office and an Audit Trail shall be kept by the BPA for any change in the rate in the system. Since only ESI Corporation is

authorized to change the rates, ESI Corporation will regularly audit the rate module so that no deviation is possible by BPA.

20) BPA may approve or reject the claims on First In First Out basis (as elaborated in the clause herein below) as per defined Turn Around Time for BPA, either fully or partially, within 10 (Ten) working days of verification by ESIC/ESIS Hospital/Institution, of the scanned copies uploaded and hard copies received from the empanelled hospital/diagnostic center or reply to last query or completion of NMI disposal period (15days) whichever is later. Such fully or partially approved bills shall go further in the system for payment. If there is further delay, sufficient reasons must be cited and captured on the module for viewing by the concerned users.

21) Such claims shall be processed by the BPA, as per the queue within the band, i.e. on claim-amount wise bands, wherein the methodology of first-come-first-out basis in that particular band would be followed. The amount wise bands are as listed below:

0 to 10000

10001 to 25000

25001 to 50000

50001 to 100000

100001 to 300000

300001 to 500000

500001 and above

22) If an online claim is not approved by BPA, it will be moved back to the empanelled hospitals/diagnostic centers, with reasons for rejection and with provision for viewing by ESI Hospital/Institution online (for information).

23) Empanelled hospitals/diagnostic centers shall have to submit the clarifications/information inter alia for all bills returned online by BPA under "Need more Information" category (NMI), within reasonable time but not later than 15 days failing which these claims will be processed by BPA on the basis of the available documents on FIFO basis as per defined TAT of BPA (from the date of movement from NMI disposal) without any further intimation to Empanelled

hospital/diagnostic center. Relevant validation for the same shall be provided by the BPA in the system.

However, final payment for all claims would be at the discretion of respective ESIC/ESIS Hospital/Institution.

24) Following aspects shall be checked by the BPA, while scrutinizing the bills/claims:

- I. Appropriateness of eligibility of the beneficiary as notified to BPA under ESIC policy.
- II. Appropriateness of referral with reference to eligibility and bill/s with its appendages as notified to BPA or modified under ESIC Policy from time to time.
- III. Whether the claim submitted is against approved referral or direct admission without approval. All such claims without referral shall be rejected summarily.
- IV. Appropriateness of treatment including screening of patient's records to identify unnecessary admission and unwarranted treatment.
- V. Whether the planned treatment has been deliberately shown as of emergency in nature and treatment billed. However, the emergency as advised in referral would be considered as emergency only.
- VI. Whether any unnecessary Diagnostic, Medical or Surgical Procedures/Health Interventions or investigations were conducted by the Hospital
- VII. Whether the treatment /Services have been provided as per ESIC Policy, approved CGHS rates, AIIMS rates, or rates as notified by ESIC on BPA's website www.esicbpa.utiitsl.com/esic from time to time.
- VIII. Whether the package rates billed are best suited to the beneficiary in the prevailing circumstances.
- IX. Application software shall also provide validations of defined rates for procedures/processes, prior to manual scrutiny, visible to all parties concerned.

BPA shall also provide ESIC with an Audit Module with designated access to officials as specified from respective CFA of ESIC Hospital /SMC office.

X. Whether the patient was kept admitted for the period required for the treatment to be administered and that no unnecessary extension/stay is observed.

XI. Any other irregularities.

XII. Other details as per SST operations manual and/or as specified by ESIC from time to time or as conveyed to BPA in writing.

25) BPA would exercise wisdom for recommendation of claim where no written instruction is available from ESIC for e.g. consumables, visits of doctors etc. and that in all such matters where no written instructions are available BPA shall mark observation on the online data sheet provided that the final decision shall be the sole discretion of the respective CFA at ESIC Hospital (referring the patient)/SMC office. The number of days of stay has been indicated in the clause below **(Clause IX- Claim submission guidelines, point 12)**.

26) In case where an ESI beneficiary avails treatment on payment (direct admission cases) the reimbursement claims will be processed by the ESIC offline, as per procedure unless specified otherwise. If BPA is asked to process such claims, the BPA shall process such claims as per the guidelines/TAT to be formulated by BPA and ESIC on the prevailing fees under this contract.

27) All ESI beneficiaries are eligible for cashless treatment from empanelled hospitals on a valid referral. In case of online referrals, if the bills are partly paid by the ESI beneficiary, to the tie up hospital for any implant/stent, etc., inter-alia then BPA shall summarily reject the claim and capture the relevant details of part payment with online data sheet. Final decision on payment of such bills shall be the sole discretion of CFA of ESIC hospital/SMC office. However, BPA fees shall be applicable on the total claim amount by the empanelled hospital.

28) In case of cashless treatment, continuity/Extension of ongoing treatment shall be captured on BPA module at the time of referral and any deviation shall be duly recorded by the BPA on the online data sheet at time of bill processing.

29) The scrutinized bills with remarks of BPA will be available to the empanelled hospitals/diagnostic centers on a 48 hours window for completion/rectification by

the respective hospital/diagnostic center if needed and for information to all users. After 48 hours the bills will move online to the concerned ESIC Hospital/SMC office for evaluation and further scrutiny/approval.

Any objection by empanelled hospital/diagnostic centres will be reviewed by designated official at Level1- at respective hospitals/SMC offices and bill re-evaluation as per ESIC Policy may be undertaken if deemed fit though the final decision will be by CFA of ESIC.

- 30) On obtaining recommendations of BPA, designated officials at ESIC Hospital / SMC office will approve/ reject the bill partly or fully and can modify the claimed value of scrutinized bills approved by BPA, after capturing the reasons online, within Three (03) working days (subject to availability of server/application). The official shall affix stamp on the hard copy/physical bill after completion of scrutiny and mention final amount due for the claim, both in BPA module and hardcopy/ physical bills.
- 31) For claims which need further clarifications, "Need More Information" (NMI) status will be raised by the said official of the respective ESIC Hospital/SMC office to the empanelled hospital/diagnostic center immediately, but not later than Seven (07) working days (subject to availability of server/application) from receipt of recommendation from BPA with reasons captured on the module for viewing by the concerned users.
- 32) Empanelled hospitals/diagnostic centers shall have to provide clarifications/information inter alia for all bills returned online by ESIC Hospital/SMC office under "Need More Info" category within a reasonable time but not later than 15 days failing which these claims, without any further intimation to empanelled hospital/diagnostic center will be processed by ESIC on the basis of available documents. These claims will be considered closed not to be opened by ESIC. BPA shall provide relevant validation of 15 days of NMI Disposal in the module. Any delay in payment owing to pending clarifications /information will be the sole responsibility of the empanelled hospital, with no responsibility on ESIC.
- 33) Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills/Information/Clarification will be the sole responsibility of the empanelled hospital, thereby meaning, ESIC or BPA shall not be held responsible for the same..

34) Reconciliations (if any) needed by the tie up hospitals shall be done timely, preferably within the same financial year. All reconciliation matters of the empanelled hospitals/diagnostic centers shall be invariably closed within the next two months of the recommendation by BPA i.e., if a bill is recommended by BPA on 1st June or 10th June or 30th June, the reconciliation must be completed by 31st August in the same year. However, the efforts will be made to see that the reconciliations for the recommendations done during February and March are also completed by 31st March of that year.

Decision of claims which are not approved (rejected) by ESIC Hospital /SMC office, with reasons for rejections, will be duly visible to all users for further action. Dispute resolution shall be a separate process.

35) After approval of the scrutinized bills online by the CFA at ESIC Hospital/SMC Office, using BPA module, the claims along with hard copies of bills shall be sent to the Cash and Accounts branch for processing and online approval in the ERP module. The authorized and identified officials of respective branches shall deduct taxes, process, concur and approve/revert the recommended claim amount by the CFA, using both the ERP module as well as BPA module till such time that both modules are synchronized in the future. Deduction of relevant taxes and final payment or revert by Finance officials shall be completed within Three (03) working days (subject to availability of server/application) of getting the approval for claims from the CFA. Accounts branch shall deface the original referral with a "Paid and cancelled" stamp and validate the final amount released against the claim, in both in BPA module and hardcopy/ physical bills. All payment details need to be captured in the BPA module for the purpose of reconciliations. The BPA will be authorized to appeal to Director General ESIC for such delayed payments if the undisputed service fees remain in arrear for more than 30 (thirty) days from the date of recommendation of 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.

If the payment details are not updated by ESI Institutions in the BPA module, a follow up will be initiated by the BPA to SPOC at ESIC Hqrs. ESIC may resolve such outstanding entries within 3 working days.

Processing fee towards Rejected Claims shall also be disbursed as per same terms and conditions.

- 36) Further, it would be ensured by BPA and ESIC Hospital/SMC office together, that three months (03 months) before the completion of empanelment period of hospital/diagnostic center or de-empanelment (as the case maybe), a detailed statement of accounts would be prepared by BPA and ESIC Hospital/SMC office together to crystallize any recovery and the hospital/diagnostic center would be required to clear the recovery before closing settlements are finalized. Relevant validation for the same shall be provided by the BPA on the system. Thereafter, BPA shall be exonerated from any outstanding liability.
- 37) After receipt of the information from ESIC Hospital/SMC office , the BPA will also ensure that all empanelled hospitals/diagnostic centers, validity of which has expired, are not reflected in the Online Referral generation template of the system but still exists in the payment module till such time that the respective empanelled hospitals/diagnostic center is revalidated or completion of earlier claims/recovery and reconciliations or as directed by ESIC provided the status of the hospitals/diagnostic center is updated by ESIC from time to time.
- 38) On expiry of validity as per MoA/MoU of empanelment 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 MoA failing which the empanelled hospitals/diagnostic centers shall have to give justification and seek waiver/condonation of delay from the respective competent Authority of ESIC Hospital/SMC office.

IX Claim submission guidelines:

- 1) Bill to be given in PI-PVI forms as per SST manual. Bill sheets to be numbered and chronologically placed with clinical sheets/investigation reports/Blood bank notes/IPD notes (if needed)/clinical reports/ Permissions for extensions/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.

2) Discharge summary should be on the hospital letterhead and must have the following details:

- a) Patient name
- b) Age
- c) Gender
- d) Date and time of admission and discharge
- e) Diagnosis
- f) Presenting complaints duration,
- g) Past medical history
- h) Clinical examination
- i) Hospital course
- j) Any post-operation complications, prolonged stay and undue investigations and medications should be commented on.
- k) Discharge advice correlated with the referral/ emergency letter, line of treatment, related investigations, details of procedures/ surgery etc.
- l) Duly signed by the treating Specialist/Super specialist
- m) In case of death detailed death summary with cause and time of death to be specified.
- n) In case of LAMA (Left against medical advice) and transfer to higher centre the reason for the same to be specified.
- o) Respective super specialists should countersign discharge summaries in cases of Chemotherapy/ Dialysis/ Radiotherapy bill claims. Consolidated bill should be raised by the empanelled hospital in above mentioned cases.
- p) Date of earlier treatment in the hospital.

3) Final consolidated bill should be on the hospital letterhead with Bill number, Bill date, Date and time of admission and discharge, name, age of the patient with hospital seal and signature of the concerned authority in prescribed format-

(PII-PVI of SST manual). All Competent Authorities shall ensure the circulation of these formats again to empanelled hospitals/diagnostic centres.

- 4) Accommodation/ ICU should be checked as per entitlement and stay and as per ESIC policy.
- 5) Consultation - Undue consultation and excess consultation if any to be deducted, to be paid as per ESIC policy.
- 6) Lab Charges should be referred with prescribed rates and undue and irrelevant to be deducted.
- 7) Payment of Pharmacy, Consumables etc. in non-package procedures is to be done as per ESIC Policy. Undue and irrelevant expenses to be deducted.
- 8) Surgery charges should be referred to under ESIC Policy and package rates as applicable.
- 9) Implants: should be restricted to prescribed ceiling rates, if not listed then payment to be done as per ESIC Policy.
- 10) Any specialized investigations: Needs to be reviewed on clinical findings and to be admitted if justified.
- 11) Others (physiotherapy, dressing, dialysis, blood transfusion, chemo therapy etc) to be admitted as per justification and prescribed ESIC Policy.
- 12) Numbers of days considered for package for different categories of surgeries are as follows:-
 - ✓ 12 days for specialized (super specialties) treatment.
 - ✓ 7 days for other major surgeries.
 - ✓ 3 days for laparoscopic surgeries/normal deliveries.
 - ✓ 1 day for day care/minor (OPD) surgeries

X 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 Hospital/SMC office 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. **Payments released to BPA and empanelled hospitals/diagnostic centres should be mandatorily entered into the UTI module. Due care should be taken to append respective ESIC Hospital/SMC Office as links on NEFT payment transactions done through respective banks for ease of reconciliation of payments by third parties.**

If the claim was rejected or results into nonpayment to the empanelled hospital/diagnostic center, ESIC Hospital/SMC Office 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.

ANNEXURE I

The Service deliverables from ESI Hospitals/Institutions and BPA with the agreed timelines are as follows:

S.No	Activities	Time Lines
1.	Turn Around Time (TAT) for claims Intimation by empanelled hospitals/diagnostic centers	4 hours
2.	Turn Around Time (TAT) for upload of claims into application by empanelled hospitals/diagnostic centers.	Within seven (7) working days of conduction of test/ procedure/ health intervention/OP consultation / discharge.
3.	Submission of Physical folders by empanelled hospitals/diagnostic centers.	Within seven (7) days but not later than Thirty (30) working days from conduction of test/ procedure/ health intervention/OP consultation/discharge.
4.	Turn Around Time (TAT) for acknowledgement and verification of hard copies/physical bills both online and physically, by respective ESI Hospital/Institution.	Within 02 (two) working days of receipt of hard copies/physical bills subject to availability of Server/Application
5.	Verification, Scrutiny and Recommendation of Claims by BPA.	Within 10 (ten) working days after uploading of the claim by the empanelled hospitals/diagnostic centers and after Physical copies of bills have been received at respective ESI Hospitals/Institutions and all queries resolved, whichever is later.
6.	Turn Around Time (TAT) for completion of medical scrutiny and final approval of amount payable by CFA, online at respective ESI Hospital/Institution with release of payment	Within 7(seven) working days subject to availability of Server/Application
7.	Turn Around Time (TAT) for submitting clarifications/additional documentation inter alia by empanelled hospitals/diagnostic centers for queries raised by ESI Hospital/Institution.	Within 15 (fifteen) days.
8.	Providing of Quality Dash Board to ESIC officials& MS	Online real-time
9	Enabling Mail/Voice over communication/Call center	During office hours (10 AM to 6 PM)

ADDENDUM

**To,
The Empanelled hospitals,
ESIC Hospitals - All States
SMC Offices – All States**

Sub: 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 for two years w.e.f 17/05/2017)

ESI Corporation has engaged UTIITSL as a Bill Processing Agency (BPA) 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 Institutions for **Two years w.e.f. 17/05/2017**

Empanelled hospitals shall have to agree upon this new inclusion in the existing MoU for the same.

The salient features of the on-line bill processing system through BPA are elaborated as below:

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 & SMC 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/SMC 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/SMC 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/SMC 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/SMC 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/SMC 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 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 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 upto10% 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/SMC 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 reimbursement 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/SMC 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/SMC 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 closed 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/SMC 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/SMC 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/SMC 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/SMC 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