



REGIONAL OFFICE
EMPLOYEES' STATE INSURANCE CORPORATION
Ministry of Labour & Employment, Govt. of India PANCHDEEP
BHAWAN, WING NO. 4, SHIVPURI, PREM NAGAR, DEHRADUN,
UTTARAKHAND
PIN Code : 248007

Phone: 0135-
2774762

ISO 9001 : 2008 CERTIFIED

Dated: 30.04.2019

Expression Of interest (EOI) for Tertiary Medical care for ESI Beneficiaries

Employees State Insurance Corporation (ESIC), Panchdeep Bhawan, Uttarakhand Region regarding invites Expression of Interest (EOI) for Uttarakhand region regarding empanelment of tertiary medical care/Super Specialty Medical treatment from Health Care Organization (HCOs) (Hospitals/Cancer Hospitals/Imaging Centers / Diagnostic Laboratories) empanelled with CGHS/State Govt./ PSUs etc, for ESI beneficiaries on cashless basis as per CGHS/ESIC/AIIMS rates.

HCOs may download EOI documents which comprise the Application form along with General terms, conditions and Criteria (Annexure-I), format for Application (Annexure-II), Application format for empanelment of Diagnostic Centre (Annexure-III), Certificate of Undertaking (Annexure-IV), List of Documents (Annexure-V) and ESIC- SOP for online bill processing (Annexure-VI) from websites www.esic.nic.in/routtarakhand / www.esic.nic.in / www.eprocure.gov.in/eprocure/app.

Duly completed, signed and sealed application form(s) along with annexure and supporting documents subscribed as "EOI for empanelment of HCOs for tertiary medical care services" in sealed envelope should submit to the address as mention above the schedule is given below :-

Publish Date – 06.05.2019 at 05:45pm
Bid Opening Date – 10.06.2019 at 11:00am

Document Download/Sale Start Date – 10.05.2019 at 10:00am
Document Download/Sale End Date – 10.06.2019 at 5:00pm

Bid Submission Start Date – 10.05.2019 at 10:00am
Bid Submission Close Date – 03.06.2019 at 05:00pm

Last date and time of receipt/download of EOI form - 10.06.2019 upto 5:00pm

Date & Time of opening EOI - 11.06.2019 11:00am

If bids opening date happens to be a holiday, it will be opened on next working day at the same time.

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

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

**Regional Director
Uttarakhand**

Application Form

(On the letter head of private hospital/Diagnostic centre)

To,

**The Regional Director,
ESIC, Regional Office (Uttarakhand)
Wing no-4, Shiv Puri, Prem Nagar,
Dehradun, Uttarakhand PIN-248007**

Subject: Expression of Interest (EOI) for Empanelment for Tertiary care treatment and diagnostic services for ESI beneficiaries.

Sir,

With reference to your Notice dated_____ Inviting tender Published in the news paper/website....., I/We wish to offer the following services* for ESI beneficiaries on cashless basis :

- **Tertiary care (Super Specialty) treatment services-**
 - 1) Cardiology and cardiothoracic vascular surgery.
 - 2) Neurology and Neurosurgery.
 - 3) Pediatric surgery.
 - 4) Oncology and Oncosurgery.
 - 5) Nephrology and Urology.
 - 6) Gastroenterologist and GI Surgery.
 - 7) Endocrinology and Endocrine surgery.
 - 8) Burns and plastic surgery.
 - 9) Reconstructive surgery
 - 10) Hemodialysis services
 - 11) Renal transplant
 - 12) Organ transplant listed in CGHS procedure

- **Tertiary care (Super Specialty) diagnostic services-**
 - 1) CT Scan
 - 2) MRI
 - 3) PET scan
 - 4) Echocardiography
 - 5) Scanning of other body parts
 - 6) Specialized bio-chemical and immunological investigations
 - 7) Any other investigation costing more than Rs. 3000/- test.

I/we Pledge to abide by the terms and conditions of the tender document I/We also certify that the above informations submitted by me/us in **Annexure I,II, and/ or III and IV, V** are correct and I/We fully understand the consequences of default on our part, if any.

***Tick one whichever is applicable.**

(Name and signature of the Proprietor)

Place:

Date:

Enclosures:



No.61/SMC/Empanelment/SST

Dated:

Annexure I

TERMS AND CONDITIONS

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

I. General Terms and Conditions:

- a) The application/EOI fee is Rs 1000/- (One thousand only) **Non Refundable** which is payable in the form of a Demand Draft drawn on any nationalized/Scheduled bank in favour of **ESIC fund Account No-1** Payable at SBI Dehradun.
- b) Hospital applying for **Tertiary Care (Super Speciality)** services (treatment/investigation) should submit application forms along with the prescribed fee, annexures and documents prescribed.
Duly completed tender forms may either be dropped in person in tender box kept at the Regional Office or be sent by Registered/Speed post which may reach here before the last date & time. **The sealed envelope should be super scribed "Tender for empanelment of Hospitals for Tertiary care for Uttarakhand area (super speciality) treatment/ Diagnostic Centers for tertiary care investigation"**. (Mention clearly for which applied for).
Documents received after the scheduled date and time (either by hand or by post) or unsealed tender or tenders received through e-mail/fax or without the prescribed fee shall be summarily rejected.
- c) Rates of package and procedure/investigation will be as per **CGHS (Dehradun)** rates as revised from time to time or Hospital rate whichever is less. Where **CGHS (Dehradun)** rates are not available, AIIMS/ Govt. Hospital Rates, if available, will be applicable.
- d) Contract may be awarded to one or more Tenderers in a particular area depending upon the concentration of ESI beneficiaries.
- e) **Successful applicants shall have to furnish a Performance Bank Guarantee (PBG)** (of Rs. Two lakhs for Super Speciality Treatment Services and one lakh for Super Speciality Diagnostic Services) **from a nationalized bank having validity of 24 plus 2 months** (60 days extra from the expiry of contract) from the date of agreement.
- f) **Application form and (Annexure I, II and/or III , IV & V) should be duly filled and signed by the proprietor/Partner/Director/Managing Director, or duly authorized person with official seal/rubber stamp.**
- g) An Agreement on Non Judicial stamp paper of **appropriate value** shall be signed with Hospitals/Diagnostic Centers will be approved for empanelment after scrutiny of bids and evaluation thereof. The incidental charges related to agreement shall be borne by the Empanelled centre.
- h) If any Government Order/instruction is issued by the appropriate government which is binding irrespective of the conduction of this agreement that will be binding on both the parties from the date decided by the official government.
- i) The Empanelled Hospital must have NOC from concerned fire department
- j) The empanelled Hospital must be covered under ESIC and making regular compliance.

Only those applications will be considered for Award of contract that fulfill all the technical conditions and also have satisfactory report of inspection committee constituted by Regional Office. Technical Bids must be accompanied with all prescribed mandatory documents duly verified & signed, failing which the bid will not be entertained.

k) Period of Empanelment:

The empanelment shall be initially for a period of **two years** which may be extended for a period of **one year** by mutual consent.

II. CONDITIONS FOR EMPANELMENT

- A. The Health Care Organizations (HCOs) (Hospital/Cancer Hospitals/Imaging Centers /Diagnostic Laboratories) which are empanelled by **CGHS/state Govt./Public sector** need to submit a consent letter accepting the terms and conditions mentioned herein along with the tender documents duly signed, stamped and also specify the superspeciality treatment & investigations approved by the CGHS/state Govt./Public sector, units.
- B. For all other Health Care Organization following criteria need to be fulfilled:**
- i. The Health Care Organizations should preferably be accredited by **National Accreditation Board for Hospitals & Healthcare Providers (NABH)**
 - ii. 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 be done preferably within a period of six months but not later than one year from the date of their empanelment.
 - iii. Similarly, the diagnostic laboratories should have been accredited by **National Accreditation Board for Testing and Calibration Laboratories (NABL)**. However, the diagnostic laboratories, which are not accredited by NABL may also apply for empanelment but their empanelment shall be provisional till they are accredited for NABL certificate, which must be done preferably within a period of six months but not later than one year from the date of their empanelment.
 - iv. The hospital/Cancer Hospitals/Imaging centers which are not NABH accredited and diagnostic laboratories which are not NABL accredited may be empanelled **provisionally** on the basis of fulfilling the criteria and submission of an affidavit that the informations provided have been correct and in the event of failure to get recommendation from NABH/NABL as the case may be, that may be done with in a period of six months but not later than one year from their empanelment failing which the empanelled hospital/diagnostic laboratory shall forego 50% of the Performance Bank Guarantee and its name would be removed from the panel of ESIC.
 - v. 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.
 - vi. The health care organization must have the capacity to submit all claims – bills in electronic format through UTI module to the ESIC / ESIS system and must also have dedicated equipment, software and connectivity for such electronic submission.
 - vii. The health organization must certify that they shall charge as per CGHS rates and certify that the rates charged by them are not higher than the rates being charged from their other patients who are not ESI beneficiaries.
 - viii. The Hospital must adopt CGHS rates for unlisted treatments and should not hike the bills intentionally by ignoring CGHS approved rates for “OTHER MAJOR SURGERY/OTHER MINOR SURGERY” applicable to all treatment procedure not mentioned in CGHS list.
 - ix. The health care organization must certify that they are full filling all special conditions that have been imposed by any authority in lieu of special concessions such as concessional allotment of land or custom duty exemption etc. The health care organizations (Except exclusive eye hospitals / centers, exclusive dental clinics / Diagnostic laboratories/ imagine centre) must agree for implementation of EMR/EHR as

per the standards notified by the ministry of health and family welfare within one year from their empanelment.

- x. The health care organization must have minimum annual turnover of Rs. 2 Crores for Metro cities and Rs. 1 Crore for Non metro cities. Exclusive Eye hospitals / centers, Exclusives dental clinics, Diagnostic laboratories and imaging centre must have a minimum annual turnover of Rs. 20 lacs in Metro cities and Rs. 10 lacs in non- metro cities.
- xi. The HCO must mention the specialities which have been approved by CGHS/State Govt. /Public Sector/Insurance Companies in their consent letter. For other Super Specialities please follow the instructions at point no. 4.
- xii. The Hospital will have to nominate one official as ESI Nodal Officer who will be responsible as **Single Point of Contact (SPOC)** to facilitate ESI beneficiaries.
- xiii. The HCO will have to sign the addendum to memorandum of Agreement as and when required.

III. COPIES OF DOCUMENTS REQUIRED FOR EMPANELMENT.

- a) Copies of all the documents mentioned in the criteria for empanelment in **Annexure-V**.
- b) Copy of NABH/NABL application in case of Non-NABH/Non NABL accredited Health Care Organization. (if applied)
- c) Copy of NABH/NABL Accreditation in case of NABH/NABL accredited Health Care Organizations.
- d) List of treatment procedure/investigation/facilities available in the Health Care Hospital Rate list of available procedure, treatment Organization. (Please see the services to be details of super Specialist with MCI, Uttarakhand registration certificate & Degree.
- e) The State registration certificate/ Registration with Local bodies, wherever applicable.
- f) Compliance with all statutory requirements including that of Waste Management.
- g) Fire Clearance Certificate/Certificate by authorized third party regarding the details of Fire safety mechanism placed in the Health Care Organization.
- h) Registration under PNDT Act, for empanelment of Ultrasonography facility.
- i) AERB approval for tie-up for radiological investigations/Radiotherapy, wherever applicable.
- j) Certificate of Undertaking as per the Annexure-IV**
- k) Certificate of Registration for Organ Transplant facilities, wherever applicable.
- l) Photocopy of PAN card.
- m) Bank details along with copy of passbook.
- n) The Health Care Organization must have been in operation for at least one full financial year. Copy of audited balance sheet, profit and loss account for the preceding financial year to be submitted (Main documents only)
- o) The empanelled centre will have to report on daily basis the details of admitted patient for indoor treatment to SMO, ESIC Uttarakhand on e-mail address smo-uchal@esic.nic.in in the prescribed format.

IV. Duties and Responsibility of Empanelled Hospitals/Diagnostic Centres

1. 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.
2. **Display board regarding cashless facility for ESI beneficiary should be displayed at prominent location/places of the hospital.**
3. 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. The hospital will have to follow the direction/Instruction of ESIC regarding procedure of referral and presenting of bills. The hospitals will have to provide daily indoor patient admission details to SMO through mail in case of tertiary treatment.

5. UTI has been appointed as Bill Processing Agency by the ESIC, the hospital should present bills as per procedure to be adopted online as required by billing processing agency .

V. The scope of services to be covered under SST

A) Super Speciality procedure

Super speciality will mean the following super speciality services.

- 1) Any treatment rendered to the patient at a tertiary centre / super speciality hospital by a super specialist.
- 2) Cardiology and cardiothoracic vascular surgery.
- 3) Neurology and Neurosurgery.
- 4) Pediatric surgery.
- 5) Oncology and Oncosurgery.
- 6) Nephrology and Urology.
- 7) Gastroenterologist and GI Surgery.
- 8) Endocrinology and Endocrine surgery.
- 9) Burns and plastic surgery.
- 10) Reconstructive surgery.

B) Super speciality investigations

Super speciality investigations will include all the investigations which require intervention and monitoring by super specialists in the disciplines mentioned above. In addition the following specialized investigations will also be covered.

- 1) CT Scan
- 2) MRI
- 3) PET scan
- 4) Echo cardiography
- 5) Scanning of other body parts
- 6) Specialized bio-chemical and immunological investigations
- 7) Any other investigation costing more than Rs. 3000/- test. (name of investigation to be mentioned).

C) MINIMUM NUMBER OF BEDS REQUIRED

- i. Metro cities50
- ii. Other cities30

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.

x. Centre should have facilities for casualty/emergency ward, full fledged ICU/proper ward, proper number of nurses and paramedical, qualified and sufficient number of Resident doctors/specialists. Full time (in house) super specialist in concerned field.

D) CRITERIA FOR DIAGNOSTIC CENTER-

In addition to the imagine centers, shall meet the following criteria- (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 sec. (sub-second) must be 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 / trans rectal probes.
 - ii. Must have been registered under PNDDT Act.
 - f) **Bone Densitometry centre**
 - i. Must be capable of scanning whole body.
 - g) **Nuclear Medicine centre**
 - i. Must have been approved by AERB / BARC

VI. Mandatory Instruction for Tie-up Hospital & Diagnostic Centers-

- 1) The referral Hospital is instructed to perform only the procedure / treatment for which the patient has been referred.
- 2) The procedure of referral for SST and emergency case to be followed as per ESIC Operational manual 2015 for SST and other guidelines issued by RO/HQ from time to time.
- 3) In case of 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 is must to be taken from the referring center either through E-mail, fax or telephonically (to be confirmed in writing at the earliest and not later than next working day.
- 4) The referred hospital has to raise the bill electronically in UTI Module as per the agreement on the standard Performa of ESIC along with supporting documents within 07days from the discharge of the patient giving account number and RTGS no. etc as per form-P-II
- 5) 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 P-II and P-III format which will be provided at the time of agreement. The tie-up hospitals shall raise the bills with supporting documents as listed in P-III duly signed by the authorized signatory. The specimen signatures of the authorized signatory duly certified by the 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 the concerned tie-up hospitals. Any change in the authorized signatory shall be promptly intimated by the tie-up hospital to all the referring ESI system and Regional Office, particularly to SMO urgently.
- 6) The drugs prescribed at the time of discharge of the patient after SST treatment shall be issued by tie-up hospital for seven days for which the tie-up hospital can claim Rs. 2000/- or actual cost per patient, whichever is less, in the claimed bill. Afterwards all the medicines shall be issued by the ESIS system. [undertaking from patient that he/she will not be take 7 days medicine from Dispensary]
- 7) Food supplement will not be reimbursed.
- 8) All the drugs / dressing used during the treatment of the patient requiring reimbursement should be of generic nature.

- 9) Only those medicine to be used which are FDA/ID/BP or USP pharmacopeia approved / DG ESIC rate contract. Any drug / dressing will not covered under any of these pharmacopeia will not be reimbursement.
- 10) 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, action will be taken against the concerned tie-up hospital for de-empanelment/ black listing and imposition of penalty on that hospital.
- 11) Super Speciality treatment requirement should be considered only if treatment involves mandatory intervention of superspecialist.
- 12) SOP for online bill processing from UTI Module as per annexure (VI) is to be followed.
- 13) Before starting treatment/consultation/investigations to the ESI beneficiaries the empanelled hospitals/diagnostic centre will have to check the eligibility from ESI portal on their own also. In case of doubt clarification may be sought from ESIC, BO or Regional Office.
- 14) In case of any natural disaster/epidemic, the hospital/diagnostic centre shall have to fully cooperate with ESIC and will convey/reveal all the required information, apart from providing treatment/investigation facility.
- 15) Before starting the treatment the Empanelled Hospital or centre should ensure that the following documents duly signed by referring authority are attached with the referral letter-
 - a) **Duly filled and signed referral performa.**
 - b) **Attested copy of Insurance card/photo I-card of IP.**
 - c) **Referral recommendation of specialist or concerned medical officer with details of procedure will be done at tie-up hospital.**
 - d) **Attested copy of entitlement certificate for super specialty treatment.**
 - e) **Reports of investigation and treatment already done.**
 - f) **One additional latest photograph of the patient.**
16. The centre will follow the Dehradun CGHS/AIIMS rates which are available on CGHS Dehradun website
17. For CGHS (Package Rates) all facilities/procedure/charges included in the definition, will be considered
18. 15% discount on Hospital rates will be allowed, if there is no package procedure under CGHS/AIIMS.
19. The cost of implants/stents/graft are reimbursable in addition to package rates as per CGHS ceiling rate or as per actual, whichever is lower.
20. For the devices/stents which are not under CGHS ceiling, 15% discount on MRP will be allowed.
21. In case of drugs not available in CGHS LSD rate, 10% discount on MRP will be allowed.
22. The centre will follow the revised bills format issued by ESI & enclosed patient satisfaction certificate with each bill.
23. The hospital which are not NABH shall gets NABH accreditation, which may be preferably done within a period of six months, but not later than one year from the date of its empanelment.
24. The hospital must adopt CGHS rates for unlisted treatments and should not hike the bills intentionally by ignoring CGHS approved rates for "OTHER MAJOR SURGERY/OTHER MINOR SURGERY" applicable to all treatment procedure not mentioned in CGHS list.
25. In the referral form of patient referred for Dialysis frequency and time duration should be written clearly which should be checked by the Tie-up Hospitals. The duration of referral of Dialysis patients will not be more than one month.
26. In case of dependent parents undertaking will be taken from IP that the income of his parents does not exceed 60,000/-per annum & to be attached by the hospital in all such SST cases

27. 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 P-II and P-III format. The tie-up hospitals shall raise the bills with supporting documents as listed in P-III duly signed by the authorized signatory. The specimen signatures of the authorized signatory duly certified by the competent authority of the tie-up hospital shall be submitted to the Regional Office. 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 ESI system and Regional office particularly SMO urgently.

28. The details of documents to be submitted along with the bill are as follows:-

- a) Discharge slip duly verified by treating doctor incorporating history of the case, diagnosis, details of procedure done/treatment given and medicine doses given/advised on discharges along with the duration of hospital stay, 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 with his/her stamp.
- b) Reports of investigations signed in original duly verified.
- c) Original bills of implants/devices etc duly verified by the treating consultant should be attached. The bill should have details of the implant/device i.e. batch number size, quantity, expiry date etc.
- d) Stickers of implants duly verified by the treating consultant should be attached.
- e) Referral slip/OPD slip by ESIS dispensary/secondary care ESI hospital.
- f) Medicine bills duly verified by treating doctor and chemist/store incharge. 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).
- g) P-I to P-VI form duly filled and signed as required therein.
- h) Blood components : Requisition form, Issue form and Consumption report should be enclosed.
- i) For any medicine costing more than Rs. 5000/- a Sticker/Invoice should be enclosed.
- j) A certificate of the lowest rate certificate should be attached with the bill.
- k) The rate charged for unlisted procedure/investigations which are not available in CGHS & AIIMS should not be greater than the charges of Non-ESI patients.
- l) In case of utilization of Implant or Device, a utilization satisfactory report should be enclosed along with post image of implant to be submitted along with final bill.
- m) The tie-Up Hospitals/Diagnostic center claiming for MRI/CT scan and other investigations prescription with signature of Superspecialist advising the investigations should be attached and the reports of CT ,MRI, scanning of body parts etc should be signed by the Radiologist.

29. As far as Chemotherapy drugs are concerned, the anti cancer drugs available in Indian Pharmacopeia, British Pharmacopeia or US Pharmacopeia and DG-ESIC Rate Contract, shall only be reimbursed. The drugs which are not available in any of the standard Pharmacopeia will not be reimbursed.

30. 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 lac 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 as per new SST guidelines.
- d) In case of malignancy and chronic renal failure, as per new SST guidelines.
- e) .In respect of organ transplant and bone marrow transplant, the payment shall be restricted only to the rates applicable for related donor. This will reduce potential misuse. Further, in respect of organ transplant involving the malignancy, the organ transplant is restricted to transplant of the organ having primary malignancy. This will also prevent considerable potential misuse of this facility by the tie up hospitals.
- 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. 1.00lac. (Most of non electronic limbs are available much below this amount. The cost of electronic limbs is very high. The electronic limbs can be considered under ESI Scheme only when its cost comes down significantly and below this amount).

31. Empanelled Hospital/Centre shall comply with all directions in connection with medical services for ESI beneficiaries issued from time to time by the Regional Office/ESIC, Uttarakhand/ESIC Hqrs. Office.

VII. ARBITRATION

In case of any dispute or difference of any kind what so ever (the decision thereof not being otherwise provided for) between the ESIC and the Empanelled Hospital/Diagnostic Centre in relation to or in connection with or arising out of the Contract, shall be referred to for arbitration by the Regional Director, ESIC, Uttarakhand. The Arbitrator will be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at the Regional Office, Uttarakhand. Any legal dispute shall be adjudicated by the court having jurisdiction in Uttarakhand only.

VIII. INDEMNITY

The Empanelled Hospital/diagnostic centre shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against in respect of anything done or purported to have been done by the Hospital/centre in execution of or in connection with the services under this contract. and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC along with the Hospital/centre or otherwise, as a part for anything done or purported to be done in the course of the execution of this Contract. The Hospital/diagnostic center will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life resulting from negligence or unreasonable conduct on the part of empanelled hospital/diagnostic centre. The Hospital/diagnostic center will solely pay all the indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC may at its discretion and always entirely at the cost of the tie up Hospital/diagnostic center defend such suit, either jointly with the tie up Hospital or severally in case the latter chooses not to defend the case.

IX. Risk and Cost

Patients cannot be denied treatment on the pretext of non availability of beds/ specialist etc. In case of failure by the empanelled hospital to perform its duties under this contract whatever

reason, may be SMO/Regional Director, Uttarakhand, ESIC, has right to get the performance of duties done from any other hospital at the sole risk and cost of the empanelled Hospital.

X. Liquidated Damages

The empanelled hospital/centre shall provide the services as specified by the ESIC under terms & conditions of the contract. In case of violation of the provisions of the contract by the empanelled centre, payment of the incoming/pending bills may be withheld and PBG may be invoked. **For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/further bills of the Hospital. The Empanelled hospital shall undertake to indemnify for any loss suffered by ESIC due to any fraud or misrepresentation in the bills on the part of hospital. ESIC shall have exclusive right to terminate the contract at any time.**

XI. Criteria for De-empanelment

De-empanelment of the empanelled Health Cares could be made due to any of the following reasons:

1. Rendering resignation/written unwillingness to continue in the panel.
2. Default (both actual and constructive) in fulfilling any term and condition of the tender document in the course of empanelment.
3. Due to unsatisfactory services and proved case of malpractice/misconduct/medical negligence.
4. Refusal of services to ESI beneficiaries.
5. Undertaking unnecessary procedures in patients referred for IPS/OPD management.
6. Prescribing unnecessary drugs/tests while the patient is under treatment.
7. Over billing of the procedures/treatment/investigations undertaken.
8. Reduction in staff/infrastructure/equipment etc. after the hospital has been empanelled.
9. Non submission of the report, habitual late submission or incorrect data in the report.
10. Refusal of cashless treatment to eligible beneficiaries and asking them to pay the bill.
11. If not recommended by NABH/NABL at any stage.
12. Discrimination against ESI beneficiaries vis-à-vis general patients.
13. Death of owner/Change of ownership, location of business place or the practice place, as the case may be, if not approved by the Competent Authority.
14. If the owner gives the establishment on lease to other agency, they will be liable for de-empanelment.
15. If the empanelled hospital/center fails to comply with the directions issued by ESIC from time to time.

XII. Procedure for de-empanelment/blacklisting-

1. If any empanelled Health Care Organization is detected to be indulging in malpractice/unethical practice/medical negligence or defaulter of any of the criteria listed in de-empanelment, the matter will be got investigated by the Regional Office for SST.
2. On receiving information of de-empanelment/blacklisting of Health Care Organization(s) from the CGHS/Railways/DGAFMS or any other Govt. Organization.
3. On receiving information in both cases listed in point 1 and 2 above, the empanelled Health care organization will be given an opportunity to show cause before a decision for de-empanelment/blacklisting is taken by the Competent authority.
4. Based on the investigation report and examining the reply of show cause notice the Regional Director will decide about de-empanelment/blacklisting of the Hospital/diagnostic centre. Once any Health Care Organization is de-empanelled, the MoU with that Health Care Organization shall stand terminated from the date of

- de-empement. The de-empement Health Care Organization will be debarred for empement for a period of one year.
5. If the Health Care Organization is blacklisted the MoU with that Health Care Organization will be debarred from empement for a period of three years.

XIII. Re-empement of de-empement/blacklisted Health Care Organization(s)

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

XIV. TDS /GST and other Statutory Deductions:

TDS and other Statutory Deductions will be done as per Income Tax Rules or other applicable statutory provisions as prevalent from time to time and amended applicable during contract period.

XV. Miscellaneous

- a) Nothing under this Contract shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principle or Agent between the ESIC and Empement Center.
- b) The Empement Hospital shall not represent or hold itself out as an agent of the ESIC.
- c) The ESIC will not be responsible in any way for any negligence or misconduct on the part of the Empement 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 or on behalf of the Hospital or in the course of doing its work or performing its duties under this Contract or otherwise.
- d) The Empement Hospital shall inform immediately to ESIC any material change in their status and their shareholdings or that of any Guarantor of the Empement Hospital/Center in particular where such change would have an impact in the performance of obligation under this Contract.
- e) This Contract can be modified or altered only on written Contract signed by both the parties with mutual consent.
- f) The ESIC shall have the right to terminate the Contract in case the empement hospital is wound up/dissolved. The termination of Contract shall not relieve the Empement Center or their heirs and legal representatives from their liability in respect of the services provided by the Empement Center during the period when the Contract was in force.
- g) The hospital/centre shall bear all expenses incidental to the agreement.

I/We have understood all terms and conditions of this document and particulars filled by me are true and correct.

SIGNATURE OF APPLICANT
Medical Superintendent/Managing Director/Partner/Proprietor

Annexure-II
APPLICATION FORMAT FOR EMPANELMENT OF HOSPITALS

1. Name of the hospital.

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2. Name of the city where hospital is located.

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3. Address of the hospital

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4. Tel / Fax / E-mail

Telephone No.	
Fax No.	
E-mail Address	
Name and Contact details of Nodal person	

Whether NABH Accredited

--

Whether NABH applied for

--

Details of Accreditation and validity period (if applicable)

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

Name & Address of the Bank	DD No.	Date of Issue

b. Total turnover during last financial year (2015-16)
(Certificate from Chartered Accountant is to be enclosed).

5. For Empanelment as

a. Hospital for all available & applied
for facilities (Super Specialties page no.

Available Applied for

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b. Cancer Hospital/Unit
(Please select the appropriate column)

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6. Total Number of beds

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

Casualty / Emergency ward

ICCU/ICU

Semi-private (2-3 bedded)

General ward bed (4-10 bedded)

Others

8. Total Area of the hospital

Area allotted to OPD

Area allotted to IPD

Area allotted to wards

9. Specifications of beds with physical facilities / amenities

D) Dimension of ward Number of beds in each ward
 Length
 Breadth

(Seven Square Meter Floor area per bed required -) (IS: 12433- Part 2:2001)

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

- (a) Bedside table
- (b) Wardrobe
- (c) Telephone
- (d) Any other

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

- (a) Air conditioner
- (b) T.V.
- (c) Room Service
- (d) Any other

12. Nursing care

Total No. of Nurses
 No. of Para-medical staff

Category of bed / Nurse Ratio (Acceptable Actual bed / nurse standard) ratio.

- a). General 6:1
- b). Semi Private 4:1
- c). Private 4:1
- d). ICU/ICCU 1:1
- e). High dependency Unit 1:1

13. Alternate power source Yes No

14. Bed occupancy rate

- General bed
- Semi Private Bed
- Private

15. Availability of Doctors

- a) No. of in house Doctors
- b) No. of in house Specialists / Consultants
- c) No. of in house Super Specialists with name of Superspecialities
- d) No. of oncall Superspecialist with the name of Superspecialities

16. Laboratory facilities available – Pathology/Biochemist/ Microbiology or any other give details in order

17. Imaging facilities available (give details)

18. No. of Operation Theaters

19. Whether there is separate OT for Septic cases Yes/No

20. Supportive services

- Boilers / Sterilizers
- Ambulance
- Laundry
- Housekeeping
- Canteen
- Gas plant

Dietary
Other (Preferably)
Blood Bank
Pharmacy
Physiotherapy

21. Waste disposal system as per statutory requirements Yes/No

22. ESSENTIAL INFORMATION REGARDING CARDIOLOGY & CTVS

Number of Coronary Angiograms done in last one year

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Number of Angioplasty done in last one year

--	--	--

Number of open heart surgery done in last one year

--	--	--

Number of CABG done in last year

--	--	--

23. RENAL TRANSPLANTATION, HAEMODIALYSIS / UROLOGY- UROSURGERY

A. Number of Renal Transplantation done during last one year

--	--	--

Number of years this facilities is available

--	--

Number of Hemodialysis unit.

--	--

B. **Criteria for Dialysis:**

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

C. (a). Whether it has an immunology lab. Yes/No
(b). If so, does it exist within the city
(c).Where the hospital is located Yes/No

D. Whether it has blood transfusion Yes/ No
Service with facilities for screening
HIV markers for Hepatitis (B&C), VDRL

E. Whether it has a tissue typing unit
DBCA / IMSA / DRCG scan facility
And the basic radiology facilities Yes/ No

24. **LITHOTRIPSY**

Number of cases treated by lithotripsy in last one year

--	--	--

Average number of sitting required per case

--	--

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

--	--

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

a) Technical expert with experience in liver
Transplantation who had assisted in at least fifty liver transplants. Yes/No

(Name and qualification)

--

- b) Month and year since liver Transplantation is being carried out

--	--	--	--	--	--
- c) No. of liver transplantation done during the last one year

--	--
- d) Success rate of liver Transplant

--	--
- e) Facilities of transplant immunology lab. Tissue typing facilities Yes/No
- f) Blood Bank Yes/No

26. ORTHOPAEDIC JOINT REPLACEMENT

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

27. NEUROSURGERY

- I. Whether the hospital has aseptic Operation theatre for Neuro Surgery. Yes/No
- II. Whether there is Barrier Nursing for Isolation for patient. Yes/No
- III. Whether, it has required instrumentation for Neuro Surgery. Yes/No
- IV. Facility for Gamma Knife surgery. Yes/No
- V. Facility for Trans-Sphenoidal endoscopic surgery. Yes/No
- VI. Facility for Stereotactic surgery Yes/No
- VII. In house MRI preference will be given to those having in house MRI facility. Yes/No

28. GASTRO-ENTEROLOGY

- I. Whether the hospital has aseptic operation theatre For Gastro-enterology & GI Surgery Yes/No
- II. Whether, it has required instrumentation for Gastro-enterology – GI surgery Yes/No
Facilities for Endoscopy – Specify details

29. ONCOLOGY

- i. Whether the hospital has aseptic Operation theatre for Oncology – Surgery. Yes/No
- a. Whether, it has required instrumentation for Oncology surgery Yes/No.
- ii. Facilities for Chemotherapy. Yes/No
- iii. Facilities for Radio-therapy (Specify). Yes/No
- iv. Whether Radio-therapy facility and Manpower as per guidelines of BARC. Yes/No
- v. Details of facilities under Radiotherapy.

30. Endoscopic / Laparoscopic surgery:

Criteria for Laparoscopic / Endoscopic Surgery:

- A. Center has facilities for-
- (a) casualty / emergency ward
 - (b) full-fledged ICU
 - (c) proper wards,
 - (d) proper number of nurse and paramedical,
 - (e) qualified and sufficient number of Resident doctors / specialists/ Super Specialists.
- B. The surgeon should be post graduate with sufficient experience and qualification in the specialty concerned.

- C. He/She should be able to carry out the surgery with its variation and able to handle its complications.
- D. The hospital should carry out at least 250 laparoscopic surgeries per year. (Data pertains for last 3 years to be attached).

The hospital should have at least one complete set of laparoscopic equipment and instruments with accessories and should have facilities for open surgery i.e. after conversion from Laparoscopic surgery.

I/We have understood all terms and conditions of this document and particulars filled by me are true and correct.

SIGNATURE OF APPLICANT
Medical Superintendent/Managing Director/Proprietor

Annexure-III

APPLICATION FORMAT FOR EMPANELMENT OF DIAGNOSTIC CENTERS

1. Name of the Diagnostic Centre.

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2. Name of the city where Diagnostic Centre is located.

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3. Address of the Diagnostic Centre

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4. Tel / Fax / E-mail

Telephone No.	
Fax No.	
E-mail Address	
Name and Contact details of Nodal person	

Whether NABL Accredited

Whether NABL applied for

Details of Accreditation and validity period (if applicable)

Details of the application fee draft of Rs 1000/-

Name & Address of the Bank	DD No.	Date of Issue

Total turnover during last financial year (2015-16)
(Certificate from Chartered Accountant is to be enclosed).

5. Availabilities of Doctors and staff

a. No. Radiologist

b. No. M.D Pathologist

c. No. M.D Microbiologist

d. No. of M.S(Anatomy)/Ph.D with M.Sc(human Anatomy)/Ph.D Genetics/Ph.D (Applied Biology)

e. No. of Technical staff

6. Waste disposal system as per statutory requirements Yes/No

7. Superspeciality investigations applied for-

a. CT Scan

b. MRI

c. PET scan

d. Echocardiography

e. Scanning of other body parts

f. Specialized bio-chemical and immunological investigations

g. Any other investigation costing more than Rs. 3000/- test

I/We have understood all terms and conditions of this document and particulars filled by me are true and correct.

SIGNATURE OF APPLICANT
Medical Superintendent/Managing Director/Proprietor

Annexure-IV

CERTIFICATE OF UNDERTAKING

1. It is certified that the particulars given in the application form are correct and eligibility criteria are correct.
2. That Hospital/ Diagnostic Laboratory / Imaging centre shall not charges ESI beneficiaries higher than the CGHS notified rates or the rates charge from other patients who are not ESI beneficiaries.
3. That the rates have been claimed against a facility / Procedure/investigation actually available and performed at the empanelled centre organization.
4. That if, any information is found to be incorrect, Hospital /Super Speicality Diagnostic centre would be liable for de-recognition/de-empanelment by ESIC. The empanelled centre Organization will be liable to pay compensation for any financial loss caused to ESI or physical and or mental injuries caused to ESI beneficiaries.
5. That the Hospital/ Diagnostic Centre has the capability to submit bills and medical reports in digital format and that all billing will be done in electronic format and medical records will be submitted in digital format.
6. The Hospital/ Diagnostic Centre will pay damage to the beneficiaries in case of any injury, loss of part or death occurs due to gross negligence. The hospital is responsible for managing the activities of their personnel and will hold themselves responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.
7. That the Hospital /Diagnostic centre has not been de-recognized by CGHS or any State Government or any other organization in the last three financial years.
8. That no investigation by central Government / State Government or any statutory investigating agency is pending or contemplated against the hospital / Diagnostic centre.
9. I/We agree for the terms and conditions prescribed in the tender document.
10. The hospital agree to implement electronic medical records as per the standards approved by the Ministry of Health and Family Welfare, Government of India and guidelines issued within one year of its empanelment.
11. I/We also undertake to provide uninterrupted services otherwise alternative arrangements will be made at the **risk and cost** of our institute.
12. I/We also undertake not to deny treatment/ investigation to any patient referred from ESI system and having entitlement for treatment as per ESI rules.
13. I/We also undertake to observe the instructions of ESIC issued from time to time in connection with services under the empanelment.
14. I/we undertake to provide data/information/documents/treatment papers in the form and format as required by ESIC regarding SST treatment of ESI beneficiary.

SIGNATURE OF APPLICANT
Medical Superintendent/Managing Director/Proprietor

Annexure-V

I/We submitting copies of the following documents (wherever applicable) along with the tender-

1. Copy of legal status, place of registration and principal place of business of the health care organization or partnership firm, etc.
2. A copy of partnership deed / memorandum and articles of association, as applicable.
3. Copy of customs duty exemption certificate and the conditions on which exemption was accorded.
4. Copy of the license of running blood bank.
5. Copy of the documents fulfilling necessary statutory requirements.
6. All documents mentioned in Terms and Conditions point III- **copies of documents required for Empanelment (a to o)**
7. Copy of ESIC/Registration.
8. GST registration if applicable.
9. Copy of PAN Card.
10. Copy of labors licence if applicable.

SIGNATURE OF APPLICANT
Medical Superintendent/Managing Director/Proprietor

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 & SMOs 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/SMOs 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. **"/SMO"** of a state, shall mean Senior State Medical Officer 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 & Regional 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/RD'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/SMO'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 /SMO 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 /SMO. These forms along with forms for designated roles within SSMO shall be forwarded by /SMO for creation of user ID's &

passwords to BPA. It will be the responsibility of MS ESIS Hospital & /SMO 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/SMO.

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 SMO 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) In case of referral/admission advice for treating medical care only, 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 hardcopies/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/esic from 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 /SMO.

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)/SMO. 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/SMO. 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/ SMO for evaluation and further scrutiny/approval.

Any objection by empanelled hospital/diagnostic centres will be reviewed by designated official at Level1- at respective hospitals/SMOs and bill reevaluation 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 / SMO 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/SMO 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/SMO 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 /SMO, 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/SMO, 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/SMO 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/SMO 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/SMO , 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/SMO.

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/SMO 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/SMO 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/SMO 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/ SMO 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

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)