



ଓଡ଼ିଶା ओडिशा ODISHA


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AGREEMENT BETWEEN
EMPLOYEE'S STATE INSURANCE CORPORATION, ODISHA
AND
HI-TECH MEDICAL COLLEGE & HOSPITAL, HEALTH PARK,
PANDARA, BHUBANESWAR, ODISHA

This Agreement is made on this 27th August 2019 between the Addl. Commissioner & Regional Director, ESI Corporation having his Office at ESI CORPORATION, REGIONAL OFFICE, PANCHDEEP BHAWAN, UNIT - IX, BHUBANESWAR, ORISSA, PIN-751022 (here in after called ESIC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part**.

AND

Hi-Tech Medical College & Hospital, Health Park, Pandara, Bhubaneswar - 751 025 (herein after called the Empanelled Hospital) through its Chief Operating Officer which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Second Part**.


अपर आयुक्त एवं क्षेत्रीय निदेशक
Addl. Commissioner & Regional Director
• कर्मचारी राज्य बीमा निगम

E.S.I. Corporation
क्षेत्रीय कार्यालय/Regional Office
जनपथ, युनिट-9, भुवनेश्वर-22, ओडिशा
(Length Unit 9, Bhubaneswar-22, Odisha)


Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Pandara, Bhubaneswar

WHEREAS, the ESI Corporation is providing comprehensive medical care facilities to the ESI beneficiaries of ODISHA.


AND WHEREAS, ESIC proposes to provide CASHLESS & HASSLE FREE treatment facilities to the ESI Beneficiaries in the Private Recognized Hospitals. AND WHEREAS, Hi-Tech Medical College & Hospital offered to give the following treatment /diagnostic facilities to the ESI beneficiaries in the Hospital (name the superspeciality treatment available) **CARDIOLOGY, CTVS, NEUROLOGY, NEURO SURGERY, NEPHROLOGY, UROLOGY, GASTROENTEROLOGY, G.I. SURGERY, PAEDIATRIC SURGERY, ONCOLOGY, ONCO SURGERY, ENDOCRINOLOGY AND BURN & PLASTIC SURGERY**

NOW, THEREFORE IT IS HEREBY AGREED between the parties as follow:

1. The Empanelled Hospital will provide all the facilities as per the package rates agreed to for various procedures, investigations, etc, on the CGHS, Bhubaneswar rates, terms and conditions to the ESIC beneficiaries.
2. The Empanelled Hospital will provide all the services on cashless basis to ESIC beneficiaries.
3. The Empanelled Hospital will provide treatment only to referred beneficiaries by the competent authority as defined.
4. The Empanelled Hospital shall provide services only for which it has been empanelled by ESIC at the rates fixed for GENERAL WARD BY CGHS FOR ODISHA from time to time and shall be binding. A recognized empanelled hospital/diagnostic centre whose rates for a procedure/tests/facility/bed charge are lower than the CGHS prescribed rates shall charge as per actual.
5. The empanelled Hospital shall allow certain discounts on Drugs/ treatment/procedures/ devices as under:-
 - a) 15% discount on hospital rates if there is no package procedure under CGHS.
 - b) For devices/stents etc, 15% discount on MRP (maximum retail price) if the rate is not available in CGHS.
 - c) In case of drugs not available in the CGHS package/procedure, 10% discount on the MRP.
 - d) Regarding the patient admitted in the tie-up hospitals, the empanelled hospitals should levy CGHS approved rates for the procedures for

which the tie-up hospitals are not empanelled, after prior approval from the referral authority. If no such rates available, then there shall be a discount of 15% on normal scheduled rates of the hospital.

6. The Empanelled Hospital will submit ESI indoor patient status to the Office of Addl. Commissioner & Regional Director, ESI Corporation, Odisha on daily basis.
7. A copy of discharge Slip incorporating brief history of the case, diagnosis, details of procedure done, reports of investigation, and identification stickers of implants treatment given and advised shall be submitted by the Hospital along with the final bill.
8. The Empanelled Hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Empanelled hospital who shall solely be responsible for the effect and / or deficiencies in rendering such services.
9. The Empanelled Hospital agrees that during the In-patient treatment of the ESIC beneficiaries, the Empanelled Hospital will not ask the beneficiary or his attendant to purchase separately the medicines/consumables/equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the ESIC which includes the cost of all the items. Appropriate action, including removing from ESIC empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspection carried out by ESIC team.
10. The Empanelled Hospital will honour permissions issued by the Referring Authority i.e. Medical Superintendent/Insurance Medical Officer I/C, to the ESI beneficiaries holding valid & eligible ESI Medical Benefit Card. Treatment will be provided as per applicable package rates as enlisted at the Ministry of Health and Family Welfare website: <http://www.mohfw.nic.in/cghs.htm>.
11. The scope of PACKAGE is as follow:-
Package rates is defined as lump sum cost of inpatient treatment/day care for which a patient has been referred by competent authority to empanelled Hospital. This includes all charges pertaining to a particular treatment/procedure including:
 - i. Registration charges.
 - ii. Admission charges.


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B.Tech Medical College & Hospital
Bhim Park, Rasulpur, Bhubaneswar-75

- iii. Accommodation charges including patient's diet.
- iv. Operation charges.
- v. Injection charges.
- vi. Dressing charges.
- vii. Doctor/consultant visit charges.
- viii. ICU/CCU charges.
- ix. Monitoring charges.
- x. Transfusion charges.
- xi. Anesthesia charges.
- xii. Operation theatre charges.
- xiii. Procedural charges/surgeon's fee.
- xiv. Cost of surgical disposables and all sundries used during hospitalization.
- xv. Cost of medicines.
- xvi. Related routine and essential investigations.
- xvii. Physiotherapy charges etc.
- xviii. Nursing care and charges for its services.

from the time of admission upto the time of discharge. The above list is not exhaustive but an illustrative one only.

The package rate, however, does not include expenses on:

- i. Toiletries
- ii. Telephone bills
- iii. Tonics
- iv. Cosmetics, etc

These are not part of the treatment regimen. Cost of these additional items, if provided with the prior consent of the patient, has to be settled with the patient, for which no reimbursement will be admissible.

12. In case of any natural disaster/epidemic, the Empanelled Hospital shall fully cooperate with the ESIC and will convey/ reveal all the required information, apart from providing treatment. This empanelment is for a period of two years w.e.f. **01.09.2019 to 31.08.2021** It can be extended later on, with mutual consent only.
13. The procedure for submission/payment of bills will be as under:-
 - 13.1 On production of valid ESI record (as per the check list) and valid letter of referral from Medical Superintendent of the State run ESI Hospital/ESIC MODEL HOSPITAL, ROURKELA and Insurance Medical Officer In-

Charge of authorized ESI Dispensaries, the Empanelled Hospital is required to provide credit facilities to the ESI Beneficiary or his family members. No patient shall be directly examined or admitted without the valid referral slip from the competent authority. In case of dire emergency like road traffic accident, employment injury and other life threatening emergencies, ESI beneficiary may seek direct admission at tie up hospital for cashless treatment. Tie up hospital will immediately start the stabilizing treatment and will obtain permission from the SMO Office through online UTI-ITSL module in eligible cases. Further, no ESI beneficiary shall be refused treatment on OPD/IPD basis as per requirement, on any ground whatsoever. Complaints of such refusals shall be dealt with strictly, which may lead to cancellation of empanelment of the tie up hospital.

- 13.2 The hospital must take signature of the IP/Beneficiaries on the Bills at the time of discharge of the patient. The hospital may get a proforma duly filled and signed by IP/Beneficiaries regarding satisfactory treatment (therapeutic as well as behavioral) received.
14. The Empanelled Hospital will investigate/treat the ESI beneficiaries / patient only for the condition for which they are referred with permission, and in the Super-Specialty and /or purpose for which they are approved by ESIC. In case of unforeseen emergencies of these patients during admission for approved purpose/procedure, necessary life saving measures be taken and concerned authorities may be informed accordingly later with justification.
15. The empanelled Hospital will not refer the patient to other Super-Specialist/other hospital without prior permission of ESIC Authorities.
16. For over-billing and unnecessary procedure, the extra amount so charged will be deducted from the pending/further bills of the Hospital and the ESIC shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that Hospital.
17. The Empanelled Hospital shall provide medicine to the indoor patients only during the period of indoor treatment. The drugs prescribed at the time of discharge of the patient after SST 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 and Medicines prescribed to OPD patients shall be issued by the concerned ESI system.

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Health Insurance Corporation
क्षेत्रीय कार्यालय/Regional Office
जनपद, यूनित-९, भुवनेश्वर-२२, ओडिशा

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Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Boudhgarh, Bhubaneswar-75

18. The parties shall abide by the following undertakings in addition to ESIC Policy and Standard Operating Procedures, the clauses mentioned in the Memorandum of Agreement with ESIC Hospital/Regional Office and the approved work flow/SOPs of the BPA for the purpose of bill processing:

- A. The empanelled hospital shall acknowledge the referral from ESIS/ESIC Hospital/institution online.
- B. The empanelled hospital on admission of an ESI Hospital/institution Beneficiary shall intimate online to BPA the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 24 hours of admission.
- C. After the patient is discharged, the hospital will upload the claim related documents as per SOP and ESIC policy viz Referral letter, Bills, Lab reports, Discharge Summary, Doctors report, indoor papers etc to BPA through the web based application within seven (7) working days.
- D. Once the TUH receives information regarding the bills that have been scrutinized by UTI-ITSL, the TUH will submit the original hard copies of such bills as per the dates of scrutiny in 4 distinct bundles to ESIC Hospitals/Regional Offices as applicable, as under :-
 - a) OPD Bills with CGHS Codes
 - b) OPD Bills without CGHS Codes
 - c) IPD Bills with CGHS Codes
 - d) IPD Bills without CGHS Codes

In case of referral from State ESI Locations, the TUHs would also submit the duplicate copy of these bills in the same manner to the State ESI referring locations and obtain the acknowledgement receipt (in hard copy) in lieu of submission of such bills.

- E. The empanelled hospital shall submit all the medical reports in digital form as well as in physical form as per ESIC policy and SOP.
- F. The empanelled hospital agrees that the actual processing shall start immediately after uploading the bills by the TUH. Counting of days shall start from such date for the purpose of TAT. In case of query raised on the bills the TAT for the purpose of BPA shall start from the date of reply to the last query raised by the Tie-up Hospital.
- G. In case of absence of certain physical documents, the "Need More Information" (NMI) status will be raised by the Verifier of the respective ESIC/ESIS Hospital, BPA or Medical processing team of respective ESIC Hospital/RO to the empanelled hospital/diagnostic center for the missing/ambiguous physical


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जनपथ, यूनिट-9, भुवनेश्वर-22, ओडिशा

Chief Accounting Officer
Hitech Medical College & Hospital
Raj Park, Rajnigraha, Bhubaneswar-751005

documents (As per SOP). Empanelled hospitals/diagnostic centers shall have to submit the clarifications/information inter-alia for all bills returned online at any level under "Need for more Info" category (NMI), within 15 days failing which these claims will be processed by the respective levels and BPA on the basis of available documents without any further intimation and such bills/claims will be closed not to be opened further.

- H. The BPA will audit the medical claims of the ESI Hospital/institution Beneficiaries in respect of the treatment taken by them in the empanelled hospital and make recommendations for onward payment to ESIC Hospital/RO in a time bound manner within a period of 10 working days from the date of submission of bills in physical format or reply to last query, whichever is later.
- I. The empanelled hospitals shall have the necessary IT infrastructure for interaction with BPA such as Desktop PC with internet connectivity features, High Speed High resolution multi page Document Scanner, Printers, etc.
- J. In case of some mistakes in the scrutiny of claims recommendations thereto by BPA resulting in excess payment to the empanelled hospital by ESIC Hospital/Regional Office the excess amount shall be recovered from the future bills of the empanelled hospital.
- K. Subject to BPA rendering bill-processing services as per terms and conditions of this agreement, the empanelled hospitals/diagnostic centers/claimants shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.
- L. The amount deducted towards fee and service tax/GST/any other tax by any name called from the payable claims of hospitals/diagnostic centers shall be forwarded by ESIC to BPA simultaneously along with the payments to empanelled hospital through ECS or any other mode of money transfer, as decided by ESIC.
- M. The processing fee admissible to BPA will be at the rate of 2% of the claimed amount of the bill submitted by the empanelled hospital/diagnostic center (and not on the approved amount) and service tax/GST/any other tax by any name thereon. The minimum admissible amount shall be Rs.12.50 (exclusive of service tax/GST/any other tax by any name, which will be payable extra) and maximum of Rs. 750/- (exclusive of service tax/GST/any other tax by any name, which will be payable extra) per individual bill/claim. The fee shall be auto-calculated by the software and prompted to the ESI Hospital/Regional Office by the system at the time of generation of settlement ID.
- N. The fee shall also mean to include any additional payment of Service Tax, GST or any other taxes by whatever name called as applicable on such fee amount admissible to BPA.


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E.S.I. Corporation

क्षेत्रीय कार्यालय/Regional Office

पत्तिका सं. 44 नवदेवपुरा-22 अहमदाबाद

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Chief Medical Officer
Rajiv Gandhi Medical College & Hospital
Laxmi Park, Rajivgarh, Bhamburda-25

- O. If the claim is rejected or results into non-payment to the empanelled hospital/diagnostic center, ESIC Hospital/Regional Office shall recover the service charge and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center and shall pay to the account of the BPA.
- P. MEDICAL AUDIT OF BILLS: There shall be continuous medical audits of the services provided / claims raised by the empanelled hospital by ESIC / BPA.
- Q. The ESIC-SOP for online bill processing with workflow of the Bill Processing Agency as per Annexure "A" shall constitute to be a part of this Agreement.

19. DUTIES AND RESPONSIBILITIES OF HOSPITALS / DIAGNOSTIC CENTERS

It shall be the duty and responsibility of the Empanelled Hospital at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws".

20. HOSPITAL'S / DIAGNOSTIC CENTER'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The Hospital / Diagnostic Center is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Hospital / Diagnostic Center is obliged to act within its own authority and abide by the directives issued by the ESIC. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

21. TERMINATION FOR DEFAULT

21.1 The ESIC may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital / Diagnostic Center terminate the Agreement in whole or part:

- a. If the empanelled Hospital / Diagnostic Center fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or within any extension thereof, if granted by the ESIC pursuant to Condition of Agreement, or

- b. If the Empanelled Hospital fails to perform any other obligation(s) under the Agreement.
- c. If the Empanelled Hospital, in the judgment of the ESIC has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

21.2 If the Empanelled hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by ESIC without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 10 days of the date receipt of show cause notice.


22 INDEMNITY

The Empanelled Hospital shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Empanelled Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC, along with (or otherwise), Empanelled Hospital as a Party for anything done or purported to have done in the course of the execution of this Agreement. The Empanelled Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Empanelled negligence or misconduct.

The Empanelled Hospital will pay all 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 shall always be entirely at the cost of the Empanelled Hospital defend such suit, either jointly with the Empanelled Hospital or singly in case the latter chooses not to defend the case.

23. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ESIC and the Empanelled Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Addl. Commissioner & Regional Director, ESIC, who will give written award of his decision to the Parties. The decision of the arbitrator will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Bhubaneswar.



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Addl. Commissioner & Regional Director

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E.S.I. Corporation

क्षेत्रीय कार्यालय/Regional Office

जनपथ, यूनिट-9, भुवनेश्वर-22, ओडिशा



Chief Operating Officer
Hi-Tech Medical College & Hospital
Santhi Park, Rasulpurh, Bhubaneswar-75

24. MISCELLANEOUS

- 24.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the ESIC and the Empanelled Hospital.
- 24.2 The Empanelled Hospital shall not represent or hold itself out as agent of the ESIC.
- 24.3 The ESIC will not be responsible in any way for any negligence or misconduct of the Empanelled Hospital and its employees for any accident, injury or damage sustained or suffered by any ESIC beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Empanelled Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 24.4 The Empanelled Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Empanelled Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.
- 24.5 This Agreement can be modified or altered only on mutual written agreement signed by both the parties.
- 24.6 This Agreement can be terminated by either of the parties by giving one month notice. However the patient already under indoor treatment shall continue treatment till discharge. The patients already referred on or before the date of termination of Agreement and within the valid referral period shall also be entertained for treatment.
- 24.7 Should the Empanelled Hospital get wound up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives or successors - in-interest from the liability in respect of the services provided by the Empanelled Hospital during the period when the Agreement was in force.
- 24.8 The Empanelled Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

26. NOTICES

- 26.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.


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E.S.I. Corporation

क्षेत्रीय कार्यालय/Regional Office
जनपथ, युनिट-9, भुवनेश्वर-22, ओडिशा


Joint Operating Officer
Local College & Hospital
Bhubaneswar-751005

ESIC : Addl. Commissioner & Regional Director, ESI Corporation,
Panchadeep Bhawan, Unit-IX, Janpath, Bhubaneswar-751022

Empanelled Hospital : Hi-Tech Medical College & Hospital,
Health Park, Pandara,
Bhubaneswar - 751 025

- 25.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left premises, locked, etc.

IN WITNESSES WHEREOF, the parties have signed this Agreement and executed on the day, month and the year first above mentioned.

Signed by

Addl. Commissioner & Regional Director,
ESI Corporation, ODISHA

अपर आयुक्त-एच क्षेत्रीय निदेशक

Addl. Commissioner & Regional Director

• कर्मचारी राज्य बीमा निगम

E.S.I. Corporation

क्षेत्रीय कार्यालय/Regional Office

जनपथ, यूनिट-९, भुवनेश्वर-२२, ओडिशा

Janpath, Unit-9, Bhubaneswar-22, Odisha

In the Presence of
(Witnesses)

1.

2.

Signed by

(Mr. Jyotirmaya Panda)

Chief Operating Officer,

Hi-Tech Medical College & Hospital,

Bhubaneswar

Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-25

In the presence of
(Witnesses)

1. (Bharat Kumar Jena)

2. (Harisankar Datta)

ESIC- SOP for Online Bill Processing

Introduction

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

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


UTIITSL/BPA has agreed to provide a transparent system for online referral generation and bill processing for scrutiny and **processing of all bills (SST/Secondary/Investigations etc) of Empanelled Hospitals/Diagnostic Centers for beneficiaries referred from ESIC Hospitals and bills for only super specialty treatment in case of ESIS Hospitals. (As per MoU)**

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

BPA will provide a front end user interface through the software where in the designated officials/users of ESIC Hospitals/SMC Offices will be able to update all necessary details including empanelment, validity/extension of validity of MQA, 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.


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Addl. Commissioner & Regional Director

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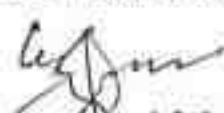
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जनपथ बिल्डिंग-९ भुवनेश्वर-७५१००५ ओडिशा


Chief Processing Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulpur, Bhubaneswar-75

DEFINITIONS & INTERPRETATIONS:

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


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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.utiitl.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


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

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

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

Pre-requisites:

A) Hardware & Network Infrastructure:


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

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

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

I Facilities

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


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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.


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

V Queries:

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

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

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

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

VI Resources

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


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

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

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

VII Registration of Empanelled hospitals/Diagnostic centres:

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

VIII Procedures

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

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

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


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

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

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

- » Chemotherapy - Cycle wise referrals with due mention of days e.g Cycle 1- Day 1, 3 or 5 or as the case may be. The number of days as specified by referring ESIC/ESIS Hospital needs to be mandatorily captured in the module.
- » Radiotherapy- Total sittings and total dose e.g 25 Gy in 5 sessions. The number of sessions as specified by referring ESIC/ESIS Hospital needs to be mandatorily captured in the module.
- » Dialysis - Referral for 30 days with due mention of the frequency/session of dialysis. Number of days as specified by ESIC to be specified e.g one session per week for a month, not exceeding four sessions per week for a month. Number of sessions as specified by referring ESIC/ESIS Hospital needs to be mandatorily captured in the module.
- » In case numbers of sessions provided to the beneficiary are less than the number mentioned in the module, BPA shall process the payment of empanelled hospital on pro rata basis as per CGHS Rate List.

- 2) For patients referred during emergency hour i.e after normal working hours or on holidays, the Authorized officer, as per Clause I, shall generate a hard copy/ online referral for the empanelled hospital/diagnostic center. Under normal circumstances, BPA claim ID for the beneficiary shall be generated on the next


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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 1.

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


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

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

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

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


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


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

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

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

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


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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 ESIC 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.

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- 14) Empanelled hospital/diagnostic center shall submit original hard copies of bills along with duly signed detailed discharge summary and chronologically placed clinical sheets/investigation reports/Blood bank notes/IPD notes (if needed)/clinical reports/Films/pouches/invoices/price stickers/ Utilization certificates/OT Notes/pre and post operation radiological images for procedures/wrappers and invoice for drugs costing more than Rs 5000/ or any other requirement (as per T&C of MoA which the hospitals and diagnostic centers have with ESIC) etc, which were uploaded in the system in support of the claim, within 7 (seven) working days and not beyond 30 days to the ESIC/ESIS Hospitals/Institutions from where referral was generated. Any bill/claim submitted beyond 30 days should be accompanied with online/offline waiver (as applicable) from ESIC/ESIS Hospital/institution and BPA shall not adhere to TAT while processing such claims.

The claim cannot be considered as complete for processing by BPA until such physical submissions are carried out.

- 15) BPA shall provide relevant validation for an online waiver in the BPA module. Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills will be the sole responsibility of the empanelled hospital, thereby meaning, BPA shall not be held responsible for the same.

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

- 17) On receipt of the physical bills the concerned referring ESIC/ESIS Hospital/Institution will verify and vet the scanned copies uploaded in online BPA module in support of the claim and certify that the hard copies received are same as the uploaded scanned copies by the empanelled hospitals.

Verification of bills will be done by respective ESIC/ESIS hospital/institution on receipt of hard copy to the extent that scanned copies uploaded by the empanelled hospital against claim of a given patient should be exactly same as that submitted in hard copies/physical bills i.e Patient's name, referral number,

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

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

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

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

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

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

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

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

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

0 to 10000

10001 to 25000

25001 to 50000

50001 to 100000

100001 to 300000

300001 to 500000

500001 and above

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

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

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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/esicfrom 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.


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

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

XI. Any other irregularities.

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

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

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

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

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

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

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

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

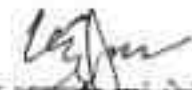
- 30) On obtaining recommendations of BPA, designated officials at ESIC Hospital / SMC office will approve/ reject the bill partly or fully and can modify the claimed value of scrutinized bills approved by BPA, after capturing the reasons online, within Three (03) working days (subject to availability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

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

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

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

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


अण्ट अरुण एव श्रेणीय निदेशक
Addl. Commissioner & Regional Director
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E.S.I. Corporation



Chief Operating Officer
Hi-Tech Medical College & Hospital
Surk. Rasulpur, Bhubaneswar-75

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

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

IX Claim submission guidelines:

- 1) Bill to be given in PI-PVI forms as per SST manual. Bill sheets to be numbered and chronologically placed with clinical sheets/investigation reports/Blood bank notes/IPD notes (if needed)/clinical reports/ Permissions for extensions/Films/pouches/invoices/price stickers/ Utilization certificates/OT Notes/pre and post operation radiological images for procedures/wrappers and Invoice for drugs costing more than Rs 5000/ or any other requirement.


अपर आयुक्त एवं क्षेत्रीय निदेशक
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Chief Operating Officer
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2) Discharge summary should be on the hospital letterhead and must have the following details:

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

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

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

- // 12 days for specialized (super specialties) treatment.
- // 7 days for other major surgeries.
- // 3 days for laparoscopic surgeries/normal deliveries.
- // 1 day for day care/minor (OPD) surgeries

X Processing Fees


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

The Service Fee and Service Tax, GST or any other taxes by whatever name called payable to BPA will be deducted by ESIC Hospital/SMC office from the amount

payable to the empanelled hospital/diagnostic center and the amount after deduction of applicable income tax plus Service Tax, GST or any other taxes by whatever name called shall be transferred to the account of BPA through ECS, or otherwise, as decided from time to time, simultaneously along with the payment/s for empanelled hospital/diagnostic centers. The Income tax to be deducted at source shall be applicable only on the processing fee. **Payments released to BPA and empanelled hospitals/diagnostic centres should be mandatorily entered into the UTI module. Due care should be taken to append respective ESIC Hospital/SMC Office as links on NEFT payment transactions done through respective banks for ease of reconciliation of payments by third parties.**

If the claim was rejected or results into nonpayment to the empanelled hospital/diagnostic center, ESIC Hospital/SMC Office shall recover the service fee and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center (or the group hospitals / companies) and shall pay to the account of the BPA. If there are no subsequent claims from empanelled hospitals/diagnostic center, then said fee and service tax/GST/any other relevant tax by any name shall be recovered by ESIC from the empanelled hospital and paid to BPA.

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


अधीक्षक एवं क्षेत्रीय निदेशक
Addl. Commissioner & Regional Director

• कार्यकारी राज्य बोर्ड निगम

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Chief Operating Officer
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ANNEXURE I

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

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