

OFFICE OF DIRECTORATE ESI HEALTH CARE HARYANA
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**APPLICATION FOR TIE-UP HOSPITALS FOR SECONDARY CARE IN ALL
DISTRICTS OF HARYANA**

Director ESI Health Care Haryana, SCO 803, Manimajra, Chandigarh is inviting sealed applications for making tie-up arrangement with private/charitable/Govt. hospitals in the state of Haryana as per CGHS rates for providing secondary care to ESI beneficiaries for a period of two years. Desirous hospitals may download application performa from website given above (in news section). Application duly completed in all respects must reach office of Director ESI Health Care Haryana through e-mail in pdf format by 31.01.2022 upto 5:00 PM. Hard copy of the same should also reach O/o Director ESI Health Care Haryana through post by 31.01.2022 up to 5:00 PM. Hard copy alone will not be considered in case the application is not received through e-mail in pdf format. For support related to EOI, hospitals may also contact on 0172-2751246, 7009221470 on working days between 9:00 AM to 5:00 PM.

The Director ESI Health Care Haryana reserves the right to accept or reject any/all the applications without assigning any reason (s) thereof.

**-Sd-
Director, ESI Health Care, Haryana**

| Sr. No | Name of Department | Name of Work /Notice/Tender | Starting Date Closing Date | Website of the Department |
|---------------|----------------------------|--|---|----------------------------------|
| 1 | ESI Health Care Haryana | Application for tie-up of private hospitals for Secondary Health Care of insured persons under ESI Scheme and their dependents all districts in Haryana State | Starting Date:- 22.01.2022 Closing Date 31.01.2022 upto 5:00 PM | www.hryesi.gov.in |

Please visit the website www.hryesi.gov.in for details.

-Sd-

Director, ESI Health Care, Haryana

| Contents of the EOI | Page No |
|---|----------------|
| 1. Application for empanelment (Application Form) | 4 |
| 2. Instructions to Service Providers | 5-6 |
| 3. General conditions of contract (GCC) | 7-10 |
| 4. SPECIAL CONDITIONS OF CONTRACT | 11-15 |
| 5. Performa for Secondary Care Tie-Up (Annexure-I) | 16-17 |
| 6. Specialties for which the hospital require Tie-up arrangement (Annexure- II) | 18 |
| 7. Undertaking (Annexure-III) | 19 |
| 8. Certificate of Undertaking (Annexure-IV) | 20 |
| 9. Referral Form -PL (Annexure-V) | 21-22 |
| 10. Form for raising bills –PII (Annexure-VI) | 23-24 |
| 11. Consolidated Bill Format –PIII (Annexure-VII) | 25 |
| 12. Sanction Memo/Disallowance Memo –PIV (Annexure-VIII) | 26 |
| 13. Monthly Bills Summary –PV (Annexure-IX) | 27 |
| 14. Patients/Attendants satisfaction certificate- PVI (Annexure-X) | 28 |
| 15. Statement of indoor ESI Patients –(Annexure-XI) | 29 |
| 16. Undertaking for NABH accreditation–(Annexure-XII) | 30 |
| 17. Agreement | 31-37 |

APPLICATION FORM

(For empanelment of Hospitals for Secondary Care Treatment)

To,

**The Director, ESI Health Care Haryana,
SCO 803, NAC, Manimajra, Chandigarh.
Pin Code-160101**

Sub: Request for Empanelment Hospitals.

Sir,

In reference to your advertisement in the news paper/website dated _____,

I/We wish to offer the following services* for ESI Beneficiaries on cashless basis for Secondary Care Treatment and investigation.

* Details of Services

I/We pledge to abide by the terms and conditions as mentioned in advertisement and I/We also certify that the above information as submitted by me/us in Annexure I, II, III, IV V is correct and I/We fully understand the consequences of default on our part, if any.

**(Name & Signature of the Proprietor/Partner/Director/
Legally authorized signatory)**

Place:

Date:

INSTRUCTIONS TO SERVICE PROVIDERS

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

1. Document Cost:

The tender document can be downloaded from the department website.

2. Document Acceptance:

Initial cut off date is 31.01.2022 After this cut off date, applications may be considered on floating basis as per requirement only

3. Submission of Request for Proposal:

1. Please ensure that each page of the request for proposal is downloaded and is submitted in total with each page signed by the Proprietor/Partner/Director/Legally Authorized Person (Due authorization to be enclosed, in case of Authorized Person).
2. Request for proposal will be out rightly rejected if any technical condition is not fulfilled.

4. Scope of Services to be covered under Secondary Care Treatment

1. General Medicine with ICU/CCU Care.
2. General Surgery
3. Obstetrics & Gynaecology
4. Paediatrics/ NICU/ PICU
5. Orthopedics/Trauma (including joint replacement)
6. Ophthalmology
7. ENT
8. Dental

5. Condition for Empanelment:

Only those applications will be considered for empanelment that fulfills all technical conditions .

- i. Rates of packages and procedures should be as per CGHS rates of concerned Cities. PGIMER Chandigarh/AIIMS New Delhi rates will be applicable where CGHS package rates are not available. Director ESI reserves the right to prescribe/revise the rates for new or existing treatment procedures/investigations as and when CGHS revises the rates or otherwise.
- ii. Under no circumstances shall the rates charged by the Empanelled Hospital be more than the rates charged by the Hospital from any entity or privately placed person.
- iii. Selected hospital shall immediately submit their rates for all CGHS enlisted procedures/investigations and also procedure/investigations which are not listed in CGHS rates to the concerned ESI institution. In no case shall the empanelled hospital claim rates more than the CGHS/Hospital rates whichever are lower for a particular procedure or investigation.
- iv. Hospitals are at liberty to apply for empanelment for specialties as per Annexure-II
- v. Annexure-I, II & III should be duly filled and signed before being emailed.
- vi. The applications, if received, from the Institution which was de-empanelled by any ESIS/CGHS/Any other Govt. Institution will not be taken into consideration for one year from date of de-empanelment and those black listed by any ESIS/CGHS/Any other Govt. Institution will not be taken into consideration for 3 years.
- viii. **Only fully NABH/NABL accredited secondary care hospitals will be considered for empanelment with ESI Health Care Haryana .**
- ix. **In locations where no NABH fully accredited secondary care hospitals has applied for empanelment ,in these areas ayushmaan empanelled hospitals will be considered .**
- x. Preference will be given to hospitals situated within 10KM of existing ESIS Hospitals / Dispensaries.
- xi The empanelled hospital will send original bills along with necessary supportive documents to the concerned referring institutions of ESI Health Care Haryana as soon as bills are generated after

discharge of patient for further necessary action. Copy of the discharge slip incorporating brief history of the case, diagnostic, details of procedure done, reports of investigations, identifications, stickers of implants, wrappers of costly medicine/equipment (costing more than 5000 rupees), treatment given and advised shall be submitted by the hospital along with the bill in triplicate. Bills received after 30 days of discharge of the patient will be summarily rejected.

Xii Specialties considered for empanelment are as per **annexure-II**

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Minimum Requirement of Hospital/Empanelled Centre

A. Basic Requirements:-

- i. Award of contract may be given to one or more Applicants in any one area.
- ii. Applicant is at liberty to apply for all the specialties or for specialties available in their center.
- iii. Valid State registration certificate/registration with local bodies should be attached.
- iv. Hospital must have Intensive Care Unit (ICU).
- v. 24 hrs Emergency services managed by technically qualified staff.
- vi. Following license (from competent authority) is essentially required:-
 - (a) Registration for MTP.
 - (b) Registration for Bio-Medical waste Management and laws/Tie up arrangement with agency authorized by Haryana Pollution Control Board.
 - (c) Blood Bank Certificate in case blood bank is available.
 - (d) Certificate for doing Ultra sound under PNDT Act.
 - (e) NOC for fire safety from competent authority .
- vii. The Health Care organization (Hospital) should be accredited by National Accreditation Board for Hospitals & Healthcare Providers (NABH).
- VIII. NABH certificate / accreditation (fully accredited)of secondary care hospital shall be mandatory .In locations where there is no application from NABH accredited hospital ,Ayushman Bharat empanelled hospital will be considered for empanelment.
- ix. During the course of period of empanelment if NABH accreditation of the secondary care hospital expires in that case that hospital stands automatically de-empanelled. In case of ayushman empanelled hospital if period of empanelment expires before 2 years in that case also empanelled hospital will stand de-empanelled.
- B.** Speciality Hospital will have in-house investigation facilities for providing Speciality Treatment.
- C.** The empanelled centre after being awarded contract with Director ESI Health Care Haryana should be ready for tie-up on the same terms and conditions as mentioned in the agreement.
- D.** Empanelled hospital shall treat all referred ESI patients at CGHS rates only.

2. TERMS AND CONDITIONS RELATED TO PACKAGES AND RATES:

A) Package rate shall mean and include lump sum cost of in-patient treatment/daycare/diagnostic procedure for which a referred ESI Beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to):

- I. Registration Charge.
- II. Admission Charges.
- III. Accommodation charges including patients diet.
- IV. Operation Charges.
- V. Injection Charges.
- VI. Dressing Charges.
- VII. Doctor/Consultant visit charges.
- VIII. ICU/ICCU charges.
- IX. Monitoring Charges.
- X. Transfusion Charges.
- XI. Anesthesia Charges.
- XII. Operation Theatre Charges.
- XIII. Procedural Charges/Surgeon's Fees.
- XIV. Cost of surgical disposables and all sundries used during hospitalization.
- XV. Cost of Medicines.

- XVI. All other related routine and essential investigations.
- XVII. Physiotherapy.
- XVIII. Nursing Care Charges for its services and all other incidental charges related thereto.

B) Certain discount on Drugs/Treatment/Procedures/Devices has been finalized. These areas under:

I. Procedure for which package under CGHS/PGIMER Chandigarh/AIIMS New Delhi Rates are not available **15% discount on hospital rates** or as per guidelines issued by the Corporation from time to time.

II. For devices not described under CGHS Rules - **15% discount on MRP** (Maximum Retail Price) or as per guidelines issued by the Corporation from time to time.

III. For drugs not available in the CGHS/ESIS package/procedure **10% discount on the MRP.**

C) In case of emergency, ESI patient may be admitted even for the specialty investigation for which the hospital is not empanelled. In such cases the hospital shall charge according to CGHS/PGIMER Chandigarh/AIIMS New Delhi approved rates for the procedure/investigations. If no such rates are available then there shall be a discount of 15 % on normal scheduled rates of the hospital. The empanelled hospital shall not refuse to treat any ESI patient in case of emergency in any specialty which is available in hospital whether empanelled or not for the same.

Package rates envisaged duration of indoor treatment as follows:

- (i)** 1. Package rates envisages duration of indoor treatment as follows :-
 - Upto 7 days : for the Major Surgeries
 - Upto 3 days : for Laparoscopic surgeries/normal Deliveries
 - '1' Day : for day care/Minor OPD surgeries.
- (ii)** In case of diseases which are not covered under package rates of CGHS , maximum permissible stay will be 5 days and in case stay more than 5 days is required to treat the disease , in that case approval of extended stay from the referring authority will be required for next 5days by the empanelled hospitals .If stay beyond 10 days is required then approval of concerned Civil surgeon will have to be obtained by the empanelled hospital through the referring institutions. Referring doctors and Civil surgeon will respond on the same day for approval of extension of stay beyond 5/10 days through email by satisfying themselves for this purpose .
- D)** The **Extended stay** i.e. more than period covered in package rate, in **exceptional justifiable** cases, supported by relevant documents and **medical records** and **certified** as such by hospital may be allowed after verification by Department and the **additional reimbursement** shall be limited to **accommodation charges** as per entitlement, **investigation charges** at approved rates, and **doctors visit charges** (two visit/day) and **cost of medicine/drugs** for additional stay. However, approval for extended stay from the referring authority is required. The letter of approval must be attached with the bill while sending it for payment.
- E) OTHER CONDITIONS**
- (i)** Cost of implant is reimbursable in addition to package rates as per CGHS ceiling rates for implant or as per actual with 15% discount in case there is no CGHS prescribed ceiling rates.
- (ii)** Treatment charges for new born baby are separately reimbursable in addition to delivery charges of mother.
- (iii)** Consultants of the hospitals will prescribe medicines as per list of medicine available in valid and prevailing RC of ESIC which is available on website of ESIC, to be downloaded by concerned hospital(www.ESIC.nic.in) at the time of discharge of patient.
- (iv)** List of regular well as visiting consultant to be provided by the hospital along with their phone numbers.
- (v)** Separate helpdesk for ESI beneficiaries to facilitate hospital services approach. Any complication arising during treatment will be the responsibility of hospital and expenditure will be borne by the hospital.
- (vi)** Increased duration of indoor treatment due to infection, or the consequences of surgical procedure or due to any improper procedure and if not justified will not be reimbursed.
- (vii)** In case there is no CGHS prescribed rates for any test/procedure, then PGI Chandigarh/ AIIMS New Delhi rates shall be applicable. If there are no PGI Chandigarh/AIIMS New Delhi rates, then reimbursement is to be arrived at by calculating admissible amount

item wise (e.g. Room rent, investigations, cost of medicines, procedure charges etc.) as per approved rates/actual in case of investigations.

- (viii) **The package rates given in rate list of CGHS are for Semi-private wards.** As our beneficiary is entitled for general ward there will be a decrease of 10% in the rates. However the rates shall be same for investigation irrespective of entitlement, whether the patient is admitted or not and the test, per se, does not require admission rate.
- (ix) A hospital/diagnostic center empanelled whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per actual.
- (x) a) Room rent is applicable only for treatment procedure for which there is no CGHS prescribed package rates. Room rent will include charges for occupation or Bed, diet for the patient, charges for water and electricity supply, linen charges, nursing and routine up keeping.
b) During the treatment in ICCU/ICU, no separate room rent will be admissible, wherever package rate is admissible.
- (xi) The empanelled hospital shall honors permission letter (PL form) issued by the competent authority and provide treatment/investigation, facilities as prescribed in permission letter.
- (xii) The hospital shall provide treatment/investigation on cashless basis to the insured person and dependent family members.
- (xiii) If one or more minor procedures form part of a major treatment procedures than package charges would be permissible for major procedure and only 50% of charges for minor procedure.
- (xiv) Any legal liability arising out of such services shall be the sole responsibility of the hospital and shall be dealt with by the concerned empanelled hospital. Services will be provided by the hospital as per the terms of agreement.
- (xv) Each referral will be signed/countersigned by the SMO/MO Incharge of the institution even if other Medical Officer refers the patients to empanelled hospital, then also referral shall be countersigned by the incharge of that institution. Empanelled hospital will also not entertained the referral form which is not countersigned by the incharge of the institutions.
- (xvi) Direct admission without referral form should not be entertained at all except in life saving conditions. Such cases will be reported to the competent authority immediately and latest within 24-48 hours positively. However, Ex-facto approval shall be given by concerned MS/SMO/MO incharge. In case EX-FACTO approval is not given by MS/SMO/MO Incharge for not providing valid justification by the Hospital , payment will not be given to the hospital in such cases.
- (xvii) During the Inpatient treatment of ESI beneficiary, the hospital will not ask the beneficiary or his attendant to provide separately the medicine/sundries/equipment or accessories from outside and will provided the treatment within the package rates, fixed by the CGHS which includes the cost of all the items.
- (xviii) In case of any natural disaster/epidemic, the hospital/ diagnostic hospital shall fully cooperate with the ESI Health Care, Haryana and will convey/reveal all the required information, apart from providing treatment.
- (xix) Existing empanelled hospitals are also required to apply for continuation of their agreement and / or additions of any other specialties.
- (xx) The empanelled Centre will investigate/treat the ESI beneficiary patient only for the condition for which they are referred and for any additional procedures planed, a separate permission is to be taken from the referring institution. In case of unforeseen emergencies of these patients during admission for approved purpose/ procedure necessary lifesaving measures to be taken and concerned authorities may be informed accordingly later with justification.
- (xxi) The tie-up hospital will not refer the patient to other hospital without prior permission of ESI Health Care, Haryana authorities. In case patient is referred to any other hospital, then Ambulance charges will be borne by the referring hospital.
- (xxii) Patient can't be denied treatment on the pretext of non availability of beds, failing which treatment may be arranged from other hospital and extra expenditure incurred on treatment of IP will be recovered from empanelled hospital against incoming/pending bills/security money. Refusal either in writing or verbal communication will form the basis of deduction.

- (xxiii) The contract application will be valid for two year from the date of award of contract and may be extended on satisfactory performance of contract with mutually agreeable terms and conditions.
- (xxiv) If any irregularities found during contract it will be terminated at any time by competent authority.
- (xxv) The Applicant or his representative should be available/approachable over phone and otherwise on all the days.
- (xxvi) An undertaking as given in Annex-III will have to be submitted with the tender documents.
- (xxvii) Reimbursement bill should be signed by the treating consultant and counter signed by medical superintendent/director of hospital.
- (xxviii) Identification of IP and their family with entitlement to be ensured through website by hospital and it is the sole responsibility of hospital that non-IP not to be considered for treatment.
- (xxix) If there is discontinuation of any service by empanelled hospital, it must be informed immediately by concerned hospital to the concerned ESI Institutions, Civil Surgeon, ESI Health Care and O/o Director ESI Health Care, within two weeks, that service should be brought in continuation (arranged), otherwise the hospital after show cause notice, will be liable for temporary suspension and subsequent de-empanelment.
- F) Hospital empanelled with ESIS shall not charge more than package rate/rates.
- G) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.
- H) Provision of Dietary Services.
- I) **During the period of empanelment if any decision regarding bill processing agency or any other subject is taken by the State Government, that will be binding on the empanelled hospital.**
- J) **The ESI Beneficiaries are entitled for General Ward Category only and the CGHS rates of General Ward category are applicable.**
- K) **DISCOUNTS:** Any discount on CGHS Package for Surgeries etc. are to be mentioned by hospital.

B. Directions/Instructions for Tie-up Hospitals:

- i. The tie-up hospital will honor the referral letter issued by ESI Hospitals/Dispensaries and will provide medical care on priority basis. The tie-up hospital will provide medical care as specified in the referral letter; no payment will be made to tie-up hospitals for treatment/procedure/investigation which are not mentioned in the referral letter. If the tie-up hospitals feel necessity of carrying out any additional treatment/procedure/investigation in order to carry out the procedure for which patient was referred, the permission for the same is essentially required from the referring hospital either through e-mail, fax or telephonically (to be confirmed in writing at the earliest). The tie-up hospitals will not charge any money from the patient/attendant referred by ESI System for any treatment/procedure/investigation carried out. If it is reported that the tie-up hospital has charged money from the patient then the concerned tie-up hospital may attract action as deemed fit. All the drugs/dressings used during the treatment of the patient requiring reimbursement should be of generic nature. All the drugs/dressings used by the tie-up hospital requiring reimbursement should be approved under FDA/IP/BP/USP pharmacopeia or DG ESIS Rate Contract. Any drug/dressings not covered under any of these pharmacopeia will not be reimbursed. Food supplement will not be reimbursed.
- ii. It shall be the responsibility of tie-up hospital to verify the entitlement of Beneficiary for Specialty Treatment before giving the treatment.
- iii. It shall be mandatory for the tie-up hospital to send a report online to the referring authority concerned on the same day or the very next working day on receipt of referral, giving details of the case, their specific opinion about the treatment to be given and estimates of treatment.
- iv. The tie-up hospitals shall raise the bills on their hospital letter head with address and e-mail/fax number of the Hospital/Dispensary, as per the P-II & P-III format enclosed in **Annexure-V & Annexure-VI**. The tie-up hospitals shall raise the bills with supporting documents as listed in P-II & P-III duly signed by the authorized signatory. The specimen signatures of the authorized signatory duly certified by competent authority of the tie-up hospital shall be submitted to all the referring ESIS hospitals/Dispensaries and Medical Reimbursement Branch of Directorate ESI Health Care Haryana, SCO 803, NAC, Manimajra. 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 hospitals to all the referring ESI Hospitals/Dispensaries.

- v. The Tie-up Hospitals will send the Bill summary by e-mail to the concerned referring institution at the time of discharge of patients.

3) SPECIAL CONDITIONS OF CONTRACT

1. The empanelled Hospital shall honor permission letter issued by Director ESI Health Care, Haryana or by an **Authority authorized** by him/her (such as Medical Superintendent, ESI Hospital/SMO/Medical Officer In-Charge, ESI Dispensaries) and shall provide treatment/investigation, facilities as prescribed in permission letter.
2. The hospital shall provide treatment/investigation on cashless basis to the Insured Person/Women and dependent family members. Asking for payment from ESI Beneficiaries or charging directly to them for Services provided would be treated as breach of agreement and would be dealt accordingly.
3. If one or more minor procedures form part of a major treatment procedure then package charges would be permissible for major procedure and only 50% of charges for minor procedures.
4. Any legal liability arising out of such services shall be the sole responsibility of the tie-up/empanelled hospital (2nd party) and shall be dealt with by the concerned empanelled hospital. Services will be provided by the hospital as per the terms of agreement.
5. **Referral procedure:**
Patients will be referred for Specialty Treatment/Investigation facilities only by competent authority/authorized officer. Patients will be referred with permission/Referral letter signed by competent authority/authorized officer. MS/SMO/MO Incharge will specify the treatment and investigation for which patient is being referred. Referring institution must avoid broad terms like further management etc. on referral form.
 - i) In locations where there are State run ESIS Hospitals, medical superintendent will be the competent authority to refer the Insured persons of dispensaries in these locations for the services related to any particular specialty that is not available in these ESI Hospitals.
 - ii) In locations where there is no ESIS/ESIC Hospital in one district, then SMO/MO Incharge of dispensary of this district will be the competent authority to refer the Insured Persons to empanelled hospital within that particular district only.
 - iii) In locations where there is only ESIC hospitals and no ESI State hospital, MO/SMO Incharge of the dispensary of that district will be the competent authority to refer the insured persons to empanelled hospital within that particular district only, for the services related to any particular specialty that is not available in ESIC Hospital.
 - iv) In locations where there are both ESI State and ESIC hospital, in such cases:-
 - a) Dispensaries which are attached to ESIS hospital, Medical Superintendent of ESI State hospital will be the competent authority to refer the insured persons of these dispensaries to the empanelled hospitals, for the services related to any particular specialty that is not available in that particular ESI State Hospital.
 - b) And dispensaries which are attached to ESIC hospital/ESIC Medical College and Hospital then MO/SMO Incharge of these dispensaries will be the competent authority to refer the insured persons of these dispensaries to the empanelled hospitals, for the services related to any particular specialty that is not available in that particular ESIC Hospital.
 - v) In case there is no ESIS/ESIC or secondary care empanelled hospital, in that case SMO/MO Incharge will be the competent authority to refer the insured persons to empanelled hospitals to the adjoining district for secondary care treatment .
 - vi) Choice of empanelled hospitals is at the sole discretion of the insured person and not the referring Institution. List of empanelled hospitals must be provided to the insured person along with the referral form. Each referring institutions also display list of empanelled hospitals on the notice board.
6. During the Inpatient treatment of ESI beneficiary, the empanelled Hospital will not ask the attendant to provide separately the medicine/sundries/equipment or accessories from outside and will provide the treatment within the package rates, fixed by the CGHS which includes the cost of all the items.
7. In case of any natural disaster/epidemic, the hospital/diagnostic centre shall have to fully cooperate with the ESIS and will convey/reveal all the required information, apart from providing treatment to the ESI beneficiary patient only for the condition for which they are referred with permission, and in the specialty and/or for purpose for which they are approved by ESIS. In case of unforeseen emergencies of these patients during admission for approved purpose/procedure, necessary life saving measures may be taken and concerned authorities may be informed accordingly afterwards with justification for approval.
8. All Civil surgeons will inspect atleast one percent of the medical records of all the bills,quarterly submitted by the empanelled hospitals under his/her jurisdiction quarterly and submit report to the HQ on the designated performa which will be finalized later on .
9. The empanelled hospital will have to provide all relevant medical records in respect of treatment of beneficiary whenever called for within 7 days positively otherwise that particular hospital is liable to be de empanelled.
10. The tie up hospital will not refer the patient to other specialist/other hospital without prior permission of ESI authorities/Authorized Officer.
11. **The empanelled centre will have to send the details of admitted patients on daily basis to the MS/SMO/MO Incharge on E-mail Address of the concerned referring institutions as per format given at Annexure-XIII, failing which action may be initiated as deemed fit.**
12. **Feedback/Patient Satisfaction form duly signed by admitted referred patient/attendant must be attached along with the bills, failing which bills will not be processed and will be returned.**
13. The Hospital will ensure the Identity of patient (IP/family of IP) at the time of admission/treatment in the hospital from referral Form, ESI Card and other documents.
14. The Hospital will follow the instruction issued from time to time, by the ESIS.

4. PAYMENT SCHEDULE

The empanelled hospital will send bills along with necessary supportive documents to the concerned referring authority as soon as bills are generated after discharge of patient within 30 days. Copy of the discharge slip incorporating brief history of the case, diagnostic, details of procedure done, reports of investigations, identifications, stickers of implants, wrappers of costly medicine/equipment (costing more than 5000 rupees), treatment given and advised shall be submitted by the hospital along with the bill in triplicate. Payment will be made by DDO of Dispensary/Hospital of which Insured Person is attached. . Bills received after 30 days of discharge of the patient will be summarily rejected.

- a. Copy of the discharge slip incorporating brief history of the case, diagnosis, details of procedure done, reports of investigations, Discharge summary, original receipts of medicines/original tax invoices of implants, stickers of implants, attested operation/procedure notes, indoor papers, Doctors prescription and pharmacy cash memos duly signed & stamped by treating Doctor.
- b. Wrappers of costly medicine/equipment more than Rs. 5000/-, treatment given and advised shall be submitted by the hospital/diagnostic center along with the **bill in duplicate in prescribed pro-forma as in ANNEXURE-V & VI**. The CD of procedure/MRI/outer pouch/CT Scan/X-ray film etc. is required with each and every bill if it is done.
- c. Original Referral Slip/Form issued by the competent authority.
- d. ESI Benefit entitlement certificate etc.
- e. Patient Satisfaction Form.
- f. Dependency in case of Family Member.
- g. TDS will be deducted as per Income Tax Rules, for which PAN/TAN shall be provided by Empanelled Hospital/Centre.

5. DUTIES & RESPONSIBILITIES OF EMPANELLED HOSPITALS/ DIAGNOSTIC CENTRES:

It shall be the duty and responsibility of the hospital at all times, to obtain, maintain and sustain the valid registration and high quality and standard of its services and healthcare and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities as per the existing laws. Display board regarding cashless facility for ESI beneficiary will be required. The documents like referral from ESI Hospital; eligibility etc. must be mentioned on the board. The ESI patient must be entertained without any queue/wait. This will be the sole responsibility of the empanelled hospital to re-verify/counter check the entitlement of IP's and his dependents before taking the patient for secondary care medical treatment on cashless basis even if entitlement of the IP has been verified by the referring institutions .

6. DURATION :-

The agreement shall remain in force for a period of two years and may be extended for subsequent period at the sole discretion of the Director, ESI Health Care, Haryana subject to fulfillment of all terms and conditions of this agreement and with mutual consent. Agreement to be signed on stamp papers of appropriate value before starting services. Cost of stamp paper and incidental charges related to agreement shall be borne by the Hospital.

7. HOSPITAL INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD :

The hospital is responsible for and obliged to conduct all contracted activities in accordance with the agreement, using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the agreement. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

8. LIQUIDATED DAMAGES :

Hospital shall provide the services as specified by the Director, ESI Health Care, Haryana under terms & conditions of this agreement. In case of violation of the provisions of the agreement by the Hospital there will be forfeiture of the payment of the incoming/pending bills. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/further bills of the Hospital and the Director, ESI Health Care, Haryana shall have exclusive right to terminate the contract at any time, and also render forfeiture of security amount.

9. TERMINATION FOR DEFAULT :

- I. The Director, ESI Health Care, Haryana may without prejudice to any other remedy and for breach of agreement in whole or any part may terminate the contract in following conditions:
 - a) If the Hospital 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 period thereof if granted by the ESI Health Care, Haryana pursuant to condition of Agreement or
 - b) If the hospital fail to perform any other obligation (s) under the agreement.
 - c) If the hospital in judgment of the Director, ESI Health Care, Haryana, is engaged in corrupt or fraudulent practices in completing for or in executing the agreement.
- II. **If hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the agreement will be summarily suspended by ESI Health Care, Haryana 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 receipt of show cause notice. Penalty recoverable, if any, will be adjusted from the due payment.**

10 INDEMNITY :

The Hospital shall at all times, indemnify and keep indemnified Director, ESI Health Care, Haryana against all actions, suits, claims and demands brought or made against in respect of anything done or purported to be done by the Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to Director, ESI Health Care, Haryana in consequences to any action or suit being brought against the Director, ESI Health Care, Haryana, along with (or otherwise), Hospital as a party for anything done or purported to be done in the course of the execution of the Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the Director, ESI Health Care, Haryana from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct. The Hospital will pay all the indemnities arising from such incidents without any extra cost to Director, ESI Health Care, Haryana and will not hold the Director, ESI Health Care, Haryana responsible or obligated. Director, ESI Health Care, Haryana may at its discretion and shall always be entirely at the cost of the tie up Hospital defends such suit, either jointly with the tie up Hospital or separately in case the latter chooses not to defend the case.

11 ARBITRATION :

If any dispute or difference of any kind what so ever (the decision whereof is not being otherwise provided for) shall arise between the Director, ESI Health Care, Haryana and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director, ESI Health Care, Haryana who will give written award of his/her decision to the Parties. Arbitrator to be appointed by Director, ESI Health Care, Haryana. The decision of 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 Director, ESI Health Care, Haryana, Chandigarh. Any legal dispute to be settled in Chandigarh jurisdiction only.

12 MISCELLANEOUS :

- a) Nothing under this Agreement shall be construed as establishing or creating between the parties any relationship of Master and Servant or Principle and Agent between the Director, ESI Health Care, Haryana and Hospital. The Hospital shall not represent or hold itself out as an agent of the Director, ESI Health Care, Haryana.
- b) The Director, ESI Health Care, Haryana will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any Director, ESI Health Care, Haryana beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement of otherwise.
- c) This Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact in the performance of obligation under this Agreement.
- d) This Agreement can be modified or altered only on written Agreement signed by both the parties.
- e) Should the Hospital get wind up or partnership is dissolved, the Director, ESI Health Care, Haryana shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Hospital or their heirs and legal representatives from their liability in respect of the services provided by the Hospital during the period when the Agreement was in force. The Hospital shall bear all expenses incidental to the preparation and stamping of this Agreement.

13 TDS DEDUCTION : -

TDS will be deducted as per Income Tax Rules.

14. NOTICE BEFORE TERMINATION OF AGREEMENT/EMPANELLEMENT BY THE HOSPITAL/DIAGNOSTICS CENTRE:

The empanelled Hospital/Center will not terminate the agreement without giving a notice of minimum 3 months, failing which appropriate action as deemed fit and proper; including withholding of any payment due to them may be taken. No appeal against such decision will lie with any authority.

15. PENALTY CLAUSE:

(A) Patient can't be denied treatment on the pretext of non-availability of beds/Specialists. In such circumstances treatment may be arranged from other hospitals of similar standard at the cost of empanelled hospital with prior approval of Director ESI Health Care Haryana/Referring authority.

(B) If hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the agreement will be summarily suspended by ESI Health Care, Haryana 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 receipt of show cause notice. Penalty recoverable, if any, will be adjusted from the due payment to hospital.

(C) In case of premature termination of contract/agreement by the empanelled centre without due notice they will have to deposit Rs.2,00,000/- (Rupees Two Lakh) as penalty to Director, ESIS, Haryana. Affidavit on non-judicial stamp paper of appropriate value for the same to be given at the time of agreement. If Hospital/Center does not deposit money forthwith the same will be deducted from incoming or pending bills.

16. NOTICES :

- i)** Any notice given by one Party to other pursuant to this Agreement shall be sent to other party in writing by Registered Post at the official addressee given in application form.
- ii)** A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with the remarks like refused, left, premises locked etc.

DIRECTOR ESI HEALTH CARE HARYANA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY APPLICATION WITHOUT ASSIGNING ANY REASON THEREOF AND ALSO RESERVES THE RIGHT TO POSTPONE OR CANCEL THE EOI PROCESS WITHOUT ASSIGNING ANY REASON THEREOF.

(DIRECTOR ESI HEALTH CARE HARYANA)

Annexure-I**PROFORMA FOR SECONDARY CARE TIE-UP**

1. Name of the Hospital with complete address, telephone No., Mobile No., fax No. and e-mail :
2. Name of the contact person, designation along with contact No. (landline & mobile):
3. Location and approach of hospital :
4. Distance from nearest Railway Station/Bus stand :
5. Bed strength of hospital :
6. Bed occupancy rate :
7. No. of emergency/causality beds/ICU occupancy :
8. Name of existing empanelled organizations/institutions :
9. Mention if depanelled earlier by any organization :
10. No. of doctors/availability of doctors as specialist – full time & part time
(separate sheet to be attached)
11. No. of R.M.O. with qualification :
12. No. of staff – a) Paramedical
b)Nursing
13. Fresh renewal certificate of doing USG under PNDDT Act (Enclose certificate)
14. Registration for M.T.P. : (Enclose certificate)
15. Compliance with bio-medical waste laws : (Enclose certificate)
16. Emergency Lab facilities/Radiology facilities in house :
17. Blood bank facilities : a) Inhouse-
b) Outsource-
18. Working status of operation theatre with equipments :
(separate sheet to be attached)
19. Major Equipment availability : (separate sheet to be attached)
20. Availability of equipped ambulance :
21. Whether approved by CGHS/ECHS/Haryana Govt. (enclose documents)
22. NABH/NABL accreditation certificate : (enclose certificate)

23. NOC for Fire safety from competent authority : (enclose certificate)

24. No. of OT's - a) Major

b) Minor

25. Hospital Statistics: a) Daily OPD attendance (average)

b) Bed occupancy

c) No .of X-ray daily

d) No. of Lab test daily

e) No. of operation (major & minor) since last 3 month.

f) No. of USG daily.

Date:

Place:

**(Name and signature of proprietor/Partner/Director
Authorized person with office seal / rubber stamp)**

Note 1: Enclosures should be attached in the order as per the information given above.

Note 2: Technical evaluation of the Hospital shall be based on information provided by them on the above mentioned points and they shall mandatorily provide documentary proof for the same. No future correspondence shall be entertained in this regard.

Specialties for which the hospital require Tie-up arrangement :-

1. General Medicine with ICU/CCU Care.
2. General Surgery
3. Obstetrics &Gynecology
4. Pediatrics/ NICU/ PICU
5. Orthopedics/Trauma (including joint replacement but on the advice of PGI/AIIMS/Govt. Medical College /Govt. Hospital of the same district)
6. Ophthalmology
7. ENT
8. Dental

Date:**Place:**

**(Name and signature of proprietor/Partner/Director
Authorized person with office seal / rubber stamp)**

Annexure-III**UNDERTAKING**

I/We have carefully gone through and understood the contents of the Document form and I/We undertake to abide myself/ourselves by all the terms and conditions set forth. I/We are legally bound to provide all services as per Annexure-II and as per Terms & Conditions of EOI to ESI Beneficiaries as per CGHS rates/terms and conditions failing which Director, ESI Health Care, Haryana is liable to take action as deemed fit. I/We undertake to provide uninterrupted services or alternative arrangement will be made at the risk of our institute. We undertake that the information submitted along with document and annexure I & II is correct. I have gone through and understood the enclosed draft of agreement.

Signatures

Dated

Name

Place :

(with seal/rubber stamp)

Certificate of Undertaking

- 1 It is certified that the particulars given above are correct and eligibility criteria are satisfied.
- 2 That Hospital shall not charge higher than the CGHS notified rates or the rates charged from other patients who are not ESI Beneficiaries
- 3 That the rates have been provided against a facility/procedure/Investigation actually available at the Organization.
- 4 That if any information is found to be untrue, Hospital would be liable for de-recognition by ESI. The organization will be liable to pay compensation for any financial loss caused to ESI or physical and or mental injuries caused to its beneficiaries.
- 5 That the Hospital has the capability to submit bills and medical records in digital format and that all Billing will be done in electronic format and medical records will be submitted in digital format
- 6 The Hospital will pay damage to the beneficiary if any injury, loss of part or death occurs due to gross negligence.
- 7 That the Hospital has not been derecognized by CGHS or any State Government or other Organizations.
- 8 That no investigation by Central Government/State Government or any statutory investigating agency is pending or contemplated against the Hospital.
- 9 Agree for the terms and conditions prescribed in the tender documents

Signature of Applicant or Authorized Agent

ANNEXURE-V

**Letterhead of Referring ESI Hospital/Dispensary
Referral Form (Permission letter) (PL)**

Referral No :

Insurance No/Staff Card No/Pensioner Card No.....

Name of IP/Beneficiary/Staff:

Name of the Patient:

Age/Sex:

Address/Contact No:

Identification marks (if any):

Relationship with IP/Staff: Father/Mother/Son/Daughter/Spouse/Other

Entitlement for Treatment Yes/No

Diagnosis/clinical opinion/case summary:

Relevant Treatment given/ Procedure/ Investigation done in referring hospital:

Treatment/Procedure/Investigation for which patient is being referred:

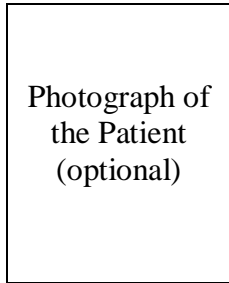
I voluntarily choose _____ Hospital for
treatment of myself or my _____.

(Sign/Thumb Impression of IP/Beneficiary/Staff)

Referred to _____ Hospital/Diagnostic Centre for

Date:

Sign & Stamp of Authorized Signatory **



Mandatory Instructions for Referral Hospital:

- Referral hospital is instructed to perform only the procedure/treatment for which the patient has been referred to.
- 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 essentially required from the referring institutions either through e-mail, fax (to be confirmed in writing).

Checklist for Referring Institution

1. Duly filled & signed referral proforma.
2. Copy of Insurance Card/Photo I card of IP.
3. Referral recommendation of the specialist/concerned medical officer.
4. Copy of entitlement (Secondary Care Treatment)
5. Reports of investigations and treatment already done.
6. Entitlement to medical benefit must be verified and counter signed by Civil surgeon ESI .
6. Photograph, if available

Date:

*Signature of the Competent Authority ** (With Stamp)*

ANNEXURE – VI

Performa-P11

To be used by Tie-up/empanelled hospital (for raising the bill) (P-II)

Letterhead of Hospital with Address & Email/Fax/Tele-Fax Number
(NABH accredited/ Secondary Care Hospital)
(Attach documentary proof)

Date of Submission:

Individual Case Format

Referral S.No.
(Routine)/Emergency/ through verified by SMO : hospital

Date of referral:

Name of the Patient:

Age/Sex:

Address:

Contact No:

Insurance Number/Staff Card No/Pensioner Card no.

Diagnosis:

Condition of the patient at discharge:

(For Package Rates)

Treatment/Procedure done/performed:

I. Existing in the package rate list's

| S. No | Chargeable procedure | CGHS Code Number and page No. (1) | Other, if not in page (1), prescribed code No. and page NO. | Rate | Amount claimed with date | Amount admitted (X) | Remarks |
|-------|----------------------|-----------------------------------|---|------|--------------------------|---------------------|---------|
| | | | | | | | |

Total Amount Claimed (I+II+III) Rs.

Total Amount Admitted (X) (I+II+III) Rs.

Remarks (X) to be filled in by ESIS official

II. (Non-package Rates) For procedures done (not existing in the list of packages rates)

| Sr. No. | Chargeable Procedure | Amt. Claimed | Amount admitted With | Remarks(X) |
|---------|----------------------|--------------|----------------------|------------|
| | | | | |

III. Additional Procedure Done with rationale and documented permission

| Sr. No. | Chargeable Procedure | CGSH code No. and page No.(1) | Other, if not in page (1), prescribed Code No. of | Rate | Amount claimed | Amount admitted (X) | Remarks(X) |
|---------|----------------------|-------------------------------|---|------|----------------|---------------------|------------|
| | | | | | | | |

Total Amount Claimed(I+II+III) Rs.

Total Amount Admitted (X) (I+II+III) Rs.

Remarks

Certified that the treatment/procedure has been done/performed as per laid down norms and the charges in the bill has/ have been claimed as per the terms & conditions laid down in the agreement signed with ESIS.

Further certified that the treatment/procedure have been performed on cashless basis. No money has been received /demanded/ charged from the patient/his/her relative.

Sign/Thumb impression of patient with date Sign & Stamp of Authorized Signatory with date

(for Official use of ESIS)

Total Amt payable:

Date of payment:

Signature of Dealing Assistant

Signature of Superintendent

Date: Signature of ESIS Competent Authority (MS/SMO/RD)

Checklist for raising bills

1. Discharge Slip containing treatment summary & detailed treatment record.
2. Bill(s) of Implant(s) along with Pouch/packet/invoice etc.
3. Photocopies of referral proforma, Insurance Card/ Photo I card of IP/ Referral recommendation of medical officer & entitlement certificate. Approval letter from SMO/Regional Director in case of emergency treatment or additional procedure performed.
4. Sign & Stamp of Authorized Signatory.
5. Patient/Attendant satisfaction certificate.
6. Document in favour of permission taken for additional procedure/treatment or investigation.
7. The Empanelled Hospital is has to raise the bill as per the agreement along with supporting documents within 30 days of discharge of the patient giving account number and RTGS number etc.
8. Separate slip for extension (if any) from concerned referring institute with number and date .
9. Separate outdoor/indoor bill be submitted.
10. Entitlement to medical benefit must be verified.
11. Complete Signed Laboratory /radiological investigation reports ,indoor reports .
12. Stickers, wrappers of costly medicines etc costing more than Rs. 5000.
13. All original bills be signed and verified by Hospital Authority or Authorized person.
14. Page marking of each complete Cashless bill and Hospital will submit each bill in 03 copies in 30 days positively as per M.O.U .
15. Exact numbering of each bill from empanelled hospital with date in financial year .
16. NABH Certification must be enclosed with every bill.
17. CGHS rates must be charged of concerned city as per CGHS instructions /rules. The Hospital must clearly mention the name of the concerned city of which CGHS rates being charged.
18. If any discounts given must be clearly mentioned in cashless bills .
19. Hospital must enclose following undertaking with and every cashless bill.

Certified that this secondary care treatment cashless bill of amount Rs. Of treatment periodfor IP/dependent patienthas not been claimed previously by this hospital

Signature I/C of hospital with stamp and date .

X) to be filled by ESIS Official(s).

ANNEXURE VII
To be used by Tie-up hospital (P-III)
Letterhead of Hospital with Address & Email /Fax /Tele-fax
Consolidated Bill Format

Bill No Date of Submission.....

Bill Details (Summary)

| Sr. No | Name of | Ref. No. | Diag./Procedure Procedure for which referred | Procedure performed/ treatment | CGHS / other code with page NO. Nos/ NA | Other if not in CGHS | Amount claimed with date | Amount entitled with date | Remarks |
|--------|---------|----------|--|--------------------------------|---|----------------------|--------------------------|---------------------------|---------|
| | | | | | | | | | |
| | | | | | | | | | |

Total Claim.

Certified that the treatment/procedure has been done/performed as per laid down norms and the charges in the bill has/ have been claimed as per the terms & conditions laid down in the agreement signed with ESIS.

Further, certified that the treatment/ procedure have been performed on cashless basis. No money has been received / demanded/ charged from the patient/ his/her relative.

The amount may be credited to our account no _____ RTGS no _____ and intimate the same through email/fax/hard copy at the address .

Date:

**Signature of
the Competent Authority of Tie-up Hospital.**

Checklist

- 1 .Duly filled up consolidated proforma.
- 2 .Duly filled up Individual Pt Bill .proforma.

Certificate:

It is certified that the drugs used in the treatment are in the standard pharmacopeia IP/BP/USP. It is certified that total amount of Rs _____ has been credited to your account no. _____, RTGS

Date:

Signature of the Competent Authority.
(To be filled up by ESIS official(s))

ANNEXURE-VIII**Performa P-IV****Letterhead of Referring ESI Hospital****Sanction Memo/Disallowance Memo**

Name of Referral Hospital (Tie-up Hospital) _____

Bill No

Date of Submission.....

| Sr. No. | Name of the patient | Amount Claimed with code | Amount sanctioned | Reasons for disallowance | Remarks |
|---------|---------------------|--------------------------|-------------------|--------------------------|---------|
|---------|---------------------|--------------------------|-------------------|--------------------------|---------|

Date:

Signature of Competent Authority With Stamp
(To be filled up by ESIS official(s))

ANNEXURE –IX

Performa P-V

**Letterhead of Tie-up Hospital with Address details
Monthly Bill Special Investigations For diagnosis centers / referral Hospitals**

Bill No

Date of Submission.....

| S.No | Name of patient with Insurance number | Date of reference | Investigation performed | CGHS/ other code number with page NO. | Charges not in package rate list | Amount claimed with date | Amount admitted (entitled) with date | Remarks disallowance with reasons |
|------|---------------------------------------|-------------------|-------------------------|---------------------------------------|----------------------------------|--------------------------|--------------------------------------|-----------------------------------|
| | | | | | | | | |
| | | | | | | | | |

Certified that the procedure/investigations have been done/performed as per laid down norms and the charges in the bill has/ have been claimed as per the terms & conditions laid down in the agreement signed with ESIS.

Further, certified that the procedure/investigations have been performed on cashless basis. No money has been received/demanded/charged from the patient / his / her relative.

The amount may be credited to our account no _____ RTGS no _____ and intimate the same email/fax/hard copy at the address

Date:

**Signature of the Competent Authority
of Tie up Hospital**

Checklist

1. Investigation Report of each individual/Pt.
2. Copy of Referral Document of each individual/Pt.
3. Serialization of individual bills as per the Sr. No. in the bill.

It is certified that total amount of Rs _____ has been credited to your account no. _____, RTGS no _____ on _____

Signature of Account department with stamp.

Signature of Competent Authority

Date:

(To be filled up by ESIS official(s))

Referral Hospital.

Patient Referral No _____

ANNEXURE-X

PATIENT/ATTENDANT SATISFACTION CERTIFICATE (P-VI) Performa P-VI

1. I am satisfied/ not satisfied with the treatment given to me/ my patient and with the behavior of the hospital staff.

2. If not satisfied, the reason(s) thereof.

3. It is stated that no money has been demanded/ charged from me/my relative during the stay at hospital.

Sign/Thumb impression of patient/Attendant

Date & Time:

Name of the Patient/attendant

Name of IP

Insurance No/

Staff no

Date of Admission

Date of Discharge

ANNEXURE-XII**UNDERTAKING FOR NABH ACCREDITATION**

I/We have carefully gone through and understood the contents of the Document form and I/We undertake to abide myself/ourselves by all the terms and conditions set forth. I/We are legally bound to provide NABH accreditation certificate as per Terms & Conditions of EOI, failing which Director, ESI Health Care, Haryana is liable to cancel the agreement & de-empanelled the hospital. I have gone through and understood the enclosed draft of agreement.

Signatures

Dated

Name

Place :

(with seal/rubber stamp)

AGREEMENT

This agreement is made on the by and between **Director, ESI Health Care Haryana** having its office at **Director, ESI Health Care Haryana, SCO No.-803, NAC Manimajra, Chandigarh** (hereinafter called ESI Health Care which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Party,

AND

.....
.....

WHEREAS, the ESI Health Care Haryana is providing comprehensive medical care facilities to ESI beneficiaries.

AND WHEREAS, Director, ESI Health Care Haryana proposes to provide treatment/diagnostic facilities to the ESI beneficiaries in the private recognized Hospital/Diagnostic Center.

AND WHEREAS, offered to give the following treatment/diagnostic facilities to the ESI Beneficiaries in the Hospital/diagnostic Center in the State of Haryana.

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

1. Empanelled centre will provide all the facilities for which it is empanelled as per package rates agreed to for various procedures, investigations etc. on the CGHS rates and terms and conditions to ESI Health Care beneficiaries.
2. Empanelled centre will provide all the services on cashless basis to ESI beneficiaries.
3. The empanelled centre will provide treatment on production of valid document only to ESI beneficiaries referred by the competent authority as defined. The competent authority in such cases would Medical Superintendent/SMO/MO In charge of the hospital/dispensary as the case may be.
4. The empanelled hospital shall provide services only for which it has been empanelled by the ESI Health Care at rates fixed by CGHS from time to time and shall be binding.
5. The Hospital agrees that any liability arising due to default or negligence in proving or performance of the medical services shall be borne exclusively by the Hospital who shall alone be responsible for the effect and/or deficiencies in rendering such services.
6. The Hospital agrees that during the Inpatient treatment of ESI beneficiary, the hospital will not ask the beneficiary or his attendant to purchase separately the medicine/consumables/equipment or accessories from outside and will provided the treatment within the package deal rates, fixed by the ESI Health Care which includes the cost of all the items. Appropriate action, including removing from ESI Health Care empanelment and/or termination of this agreement may be initiated on the basis of complaint, medical audit or inspection carried out by the ESI team.
7. The empanelled hospital will honor permissions issued by the referring authority i.e., MS/SMO/MO I/c to the ESI beneficiaries holding valid ESI Medical Benefit Card. Treatment will be provided as per prevalent/applicable CGHS rates. They are entitled for treatment in the general ward.
8. In case of any natural disaster/epidemic, the hospital/ diagnostic hospital shall fully cooperate with the ESI Health Care and will convey/reveal all the required information, apart from providing treatment.
9. The empanelled Centre will investigate/treat the ESI beneficiary patient only for the condition for which they are referred with permission, and in the speciality and/or purpose for which they are approved by ESI Health Care . In case of unforeseen emergencies of these patients during admission for approved purpose/ procedure necessary lifesaving measures to be taken and concerned authorities may be informed accordingly later with justification.
10. The tie-up hospital will not refer the patient to other hospital without prior permission of ESI Health Care authorities.
11. The duration of indoor treatment for specialized and other procedures will be as per CGHS terms and conditions.

12 PAYMENT SCHEDULE :-

The empanelled hospital/diagnostic center will send bills along with necessary supportive documents to the concerned referring ESI Institutions as soon as bills are generated after discharge of patient for further necessary action. Copy of the discharge slip incorporating brief history of the case, diagnostic, details of procedure done, reports of investigations, identifications, stickers of implants, wrappers of costly medicine/equipment (costing more than 5000 rupees), treatment given and advised shall be submitted by the hospital along with the bill in triplicate. Bills received after 30 days of discharge of the patient will be rejected & returned at Dak stage.

13 DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITALS/DIAGNOSTIC CENTRES:

It shall be the duty and responsibility of the hospital at all times, to obtain, maintain and sustain the valid registration and high quality and standard of its services and healthcare and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities as per the existing laws. Display board regarding cashless facility for ESI beneficiary will be required. The documents like referral from ESI Hospital; eligibility etc. must be mentioned on the board. The ESI patient must be entertained without any queue/wait. This will be the sole responsibility of the empanelled hospital to re-verify/counter check the entitlement of IP's and his dependents before taking the patient for secondary care medical treatment on cashless basis even if entitlement of the IP has been verified by the referring institutions .

14. SERVICE AREA :-

..... shall provide treatment/diagnostic facilities to the ESI beneficiaries from all over the state of Haryana, where scheme is implemented.

15. DURATION :-

The agreement shall remain in force for a period of two years and may be extended for subsequent period at the sole discretion of the Director ESI Health Care Haryana subject to fulfillment of all terms and conditions of this agreement and with mutual consent. Agreement to be signed on stamp paper of appropriate value before starting services. The cost of stamp papers and incidental charges related through agreement shall be borne by hospital.

HOSPITAL INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD :

The hospital is responsible for and obliged to conduct all contracted activities in accordance with the agreement, using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the agreement. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

16. LIQUIDATED DAMAGES :

Hospital shall provide the services as per requirements specified by the Director ESI Health Care Haryana and terms of the provisions of this agreement. In case of initial violation of the provisions of the agreement by the recognized private Hospital, the amount equivalent to 15% of the amount of security deposit will be charged as agreed liquidation Damages by the ESI Health Care, Haryana, however, the total amount of the security deposit will be maintained intact being a revolving Guarantee.

17. In case of repeated defaults by the Hospital, the total amount of security deposit will be forfeited and action will be taken for removing the hospital from the empanelment of ESI Health Care, Haryana as well as termination.

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

19. TERMINATION FOR DEFAULT :-

The Director ESI Health Care, Haryana office may without prejudice to any other remedy and for breach of agreement in whole or any part may terminate the contract in following conditions:

- a) If the Hospital 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 period thereof if granted by the Director ESI Health Care Haryana pursuant to condition of agreement.
- b) If the hospital fails to perform any other obligation (s) under the agreement.
- c) If the hospital in judgment of the Director ESI Health Care Haryana is engaged in corrupt or fraudulent practices in completing for or in executing the agreement.

If hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the agreement will be summarily suspended by Director ESI Health Care Haryana 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 receipt of show cause notice. Penalty recoverable, if any, will be adjusted from the security deposit.

20. INDEMNITY :

The Hospital shall at all times, indemnify and keep indemnified Director ESI Health Care Haryana against all actions, suits, claims and demands brought or made against in respect of anything done or purported to be done by the Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to Director ESI Health Care Haryana in consequences to any action or suit being brought against the Director ESI Health Care Haryana, along with (or otherwise), Hospital as a party for anything done or purported to be done in the course of the execution of the Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the Director ESI Health Care Haryana from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct. The Hospital will pay all the indemnities arising from such incidents without any extra cost to Director ESI Health Care Haryana and will not hold the Director ESI Health Care Haryana responsible or obligated. Director ESI Health Care Haryana may at its discretion and shall always be entirely at the cost of the tie up Hospital defends such suit, either jointly with the tie up Hospital or separately in case the latter chooses not to defend the case.

21. ARBITRATION :

If any dispute or difference of any kind what so ever (the decision whereof is not being otherwise provided for) shall arise between the Director ESI Health Care Haryana and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director ESI Health Care Haryana who will give written award of his/her decision to the Parties. The decision of 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 Director ESI Health Care Haryana.

23. MISCELLANEOUS :

- 23.1 Nothing under this Agreement shall be construed as establishing or creating between the parties any relationship of Master and Servant or Principle and Agent between the Director ESI Health Care Haryana and the Hospital.
- 23.2 The Hospital shall not represent or hold itself out as an agent of the Director ESI Health Care Haryana.
- 23.3 The Director ESI Health Care Haryana will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any Director ESI Health Care Haryana beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement of otherwise.
- 23.4 The Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact in the performance of obligation under this Agreement.
- 23.5 This Agreement can be modified or altered only on written Agreement signed by both the parties.

- 23.6 Should the Hospital get wound up or partnership is dissolved, the Director ESI Health Care Haryana shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Hospital or their heirs and legal representatives from their liability in respect of the services provided by the Hospital during the period when the Agreement was in force.
- 23.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this Agreement.
- 23.8 A recognized private hospital whose rates for a procedure/test facility are lower than the approved CGHS rates shall charge the ESI beneficiaries as per actual.
- 23.9 Cost of implant is reimbursable in addition to package rates as per CGHS ceiling rates for implant or as per actual with 15% discount in case there is no CGHS prescribed ceiling rates.
- 23.10 Treatment charges for new born baby are separately reimbursable in addition to delivery charges of mother.
- 23.11 Consultants of the hospitals will prescribe medicines as per list of medicine available in valid and prevailing RC of ESIC which is available on website of ESIC, to be downloaded by concerned hospital (www.ESIC.nic.in) at the time of discharge of patient.
- 23.12 Separate helpdesk for ESI beneficiaries to facilitate hospital services approach. Any complication arising during treatment will be the responsibility of hospital and expenditure will be borne by the hospital.
- 23.13 Increased duration of indoor treatment due to infection, or the consequences of surgical procedure or due to any improper procedure and if not justified will not be reimbursed.
- 24 In case there is no CGHS prescribed rates for any test/procedure, then PGI Chandigarh/ AIIMS New Delhi rates shall be applicable. If there are no PGI Chandigarh/AIIMS New Delhi rates, then reimbursement is to be arrived at by calculating admissible amount item wise (e.g. Room rent, investigations, cost of medicines, procedure charges etc.) as per approved rates/actual in case of investigations.**
- 25 **The package rates given in rate list of CGHS are for Semi-private wards. As our beneficiary is entitled for general ward there will be a decrease of 10% in the rates. However the rates shall be same for investigation irrespective of entitlement, whether the patient is admitted or not and the test, per se, does not require admission rate.**
- 26 **In case of diseases which are not covered under package rates of CGHS, maximum permissible stay will be 5 days and in case stay more than 5 days is required to treat the disease, in that case approval of extended stay from the referring authority will be required for next 5 days by the empanelled hospitals. If stay beyond 10 days is required then approval of concerned Civil Surgeon will have to be obtained by the empanelled hospital through the referring institutions. Referring doctors and Civil Surgeon will respond on the same day for approval of extension of stay beyond 5/10 days through email by satisfying themselves for this purpose.**
- 27 A hospital/diagnostic center empanelled whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per actual.

- 28 a) Room rent is applicable only for treatment procedure for which there is no CGHS prescribed package rates. Room rent will include charges for occupation or Bed, diet for the patient, charges for water and electricity supply, linen charges, nursing and routine up keeping.
b) During the treatment in ICCU/ICU, no separate room rent will be admissible, wherever package rate is admissible.
- 29 The empanelled hospital shall honors permission letter (PL form) issued by the competent authority and provide treatment/investigation, facilities as prescribed in permission letter.
- 30 The hospital shall provide treatment/investigation on cashless basis to the insured person and dependent family members.
- 31 If one or more minor procedures form part of a major treatment procedures than package charges would be permissible for major procedure and only 50% of charges for minor procedure.
- 32 Any legal liability arising out of such services shall be the sole responsibility of the hospital and shall be dealt with by the concerned empanelled hospital. Services will be provided by the hospital as per the terms of agreement.
- 33 Each referral will be signed/countersigned by the SMO/MO Incharge of the institution even if other Medical Officer refers the patients to empanelled hospital, then also referral shall be countersigned by the incharge of that institution. Empanelled hospital will also not entertained the referral form which is not countersigned by the incharge of the institutions.
- 34 Direct admission without referral form should not be entertained at all except in life saving conditions. Such cases may be reported to the competent authority immediately and latest within 24-48 hours positively. However, Ex-facto approval shall be given by MS/Dispensary incharge concerned. In case EX-FACTO approval not approved by MS/SMO/MO I/c for not providing valid justification by the Hospital, in that case payment will not be given to the hospital .
- 35 During the Inpatient treatment of ESI beneficiary, the hospital will not ask the beneficiary or his attendant to provide separately the medicine/sundries/equipment or accessories from outside and will provided the treatment within the package rates, fixed by the CGHS which includes the cost of all the items.
- 36 In case of any natural disaster/epidemic, the hospital/ diagnostic hospital shall fully cooperate with the ESI Health Care, Haryana and will convey/reveal all the required information, apart from providing treatment.
- 37 Existing empanelled hospitals are also required to apply for continuation of their agreement and / or additions of any other specialties.
- 38 The empanelled Centre will investigate/treat the ESI beneficiary patient only for the condition for which they are referred and for any additional procedures planed, a separate permission is to be taken from the referring institution. In case of unforeseen emergencies of these patients during admission for approved purpose/ procedure necessary lifesaving measures to be taken and concerned authorities may be informed accordingly later with justification.
- 39 The tie-up hospital will not refer the patient to other hospital without prior permission of ESI Health Care, Haryana authorities. In case patient is referred to any other hospital, then Ambulance charges will be borne by the referring hospital.
- 40 Patient can't be denied treatment on the pretext of non availability of beds, failing which treatment may be arranged from other hospital and extra expenditure incurred on treatment of IP will be recovered from empanelled hospital against incoming/pending bills/security money. Refusal either in writing or verbal communication will form the basis of deduction.
- 41 The contract application will be valid for two year from the date of award of contract and may be extended on satisfactory performance of contract with mutually agreeable terms and conditions.

- 42 If any irregularities found during contract it will be terminated at any time by competent authority.
- 43 The Applicant or his representative should be available/approachable over phone and otherwise on all the days.
- 44 An undertaking as given in Annex-III will have to be submitted with the tender documents.
- 45 Reimbursement bill should be signed by the treating consultant and counter signed by medical superintendent/director of hospital.
- 46 Identification of IP and their family with entitlement to be ensured through website by hospital and it is the sole responsibility of hospital that non-IP not to be considered for treatment.
- 47 The empanelled Hospital shall honor permission letter issued by Director ESI Health Care, Haryana or by an **Authority authorized** by him/her (such as Medical Superintendent, ESI Hospital/SMO/Medical Officer In-Charge, ESI Dispensaries) and shall provide treatment/investigation, facilities as prescribed in permission letter.
- 48 The hospital shall provide treatment/investigation on cashless basis to the Insured Person/Women and dependent family members. Asking for payment from ESI Beneficiaries or charging directly to them for Services provided would be treated as breach of agreement and would be dealt accordingly.
- 49 If one or more minor procedures form part of a major treatment procedure then package charges would be permissible for major procedure and only 50% of charges for minor procedures.
- 50 Any legal liability arising out of such services shall be the sole responsibility of the tie-up/empanelled hospital (2nd party) and shall be dealt with by the concerned empanelled hospital. Services will be provided by the hospital as per the terms of agreement.
51. If there is discontinuation of any service by empanelled hospital, it must be informed immediately by concerned hospital to the concerned ESI Institutions, Civil Surgeon, ESI Health Care and O/o Director ESI Health Care, within two weeks, that service should be brought in continuation (arranged), otherwise the hospital after show cause notice, will be liable for temporary suspension and subsequent de-empanelment.
52. The tie up hospital will not refer the patient to other specialist/other hospital without prior permission of ESI authorities/Authorized Officer.
53. **During the period of empanelment if any decision regarding bill processing agency or any other subject is taken by the State Government, that will be binding on the empanelled hospital.**
54. **The empanelled centre will have to send the details of admitted patients on daily basis to the MS/SMO/MO Incharge on E-mail Address of the concerned referring institutions as per format given at Annexure-XIII, failing which action may be initiated as deemed fit.**
55. **Feedback/Patient Satisfaction form duly signed by admitted referred patient/attendant must be attached along with the bills, failing which bills will not be processed and will be returned.**
56. The Hospital will ensure the Identity of patient (IP/family of IP) at the time of admission/treatment in the hospital from referral Form, ESI Card and other documents.
57. The Hospital will follow the instruction issued from time to time, by the ESIS.

24. TDS DEDUCTION:-

TDS will be deducted as per income tax rules.

25. NOTICES :

25.1 Any notice given by one Party to other pursuant to this Agreement shall be sent to other party in writing by Registered Post or by facsimile and confirmed by original copy of the post to the other Party's address as below :

- Directorate, ESI Health Care, Haryana, SCO 803, NAC, Mani Majra, Chandigarh.
 - Civil Surgeon, ESI/MS/SMO/MO Incharge
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- 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 the remarks like refused, left, premises locked etc.
26. If there is discontinuation of any service by empanelled hospital, it must be informed immediately by concerned hospital to the concerned referring institutions, Civil Surgeon, ESI Health Care and o/o Director ESI Health Care, within two weeks, that service should be brought in continuation (arranged), otherwise the hospital after show cause notice, will be liable for temporary suspension and subsequent de-empanelment.

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

Signed by :-

Director, ESI Health Care Haryana, SCO-803, NAC, Manimajra,

Medical Superintendent

Chandigarh under Labour Department

Hospital

Witness (Party on first part)

Witness (Party on second part)