



Hither to called (Second Party)

## 1. DEFINITIONS & INTERPRETATIONS

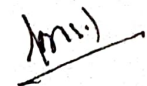
The following terms and expressions shall have the following meanings for purposes of this Agreement:

- a. "Agreement" shall mean this Agreement and all Schedules supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- b. "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per ESI medical manual rules on the subject.
- c. "Card" shall mean the valid ESI Card, issued by ESI Corporation.
- d. "Diagnostic Centre" shall mean, which performs lab investigations.
- e. "ESI Beneficiary" shall mean the persons who are covered under ESI and having a valid ESI card.
- f. "Entitlement" shall mean the eligibility for medical benefit during the treatment period.
- g. "Imaging Centre" shall mean the (Name of the Imaging Centre) performing X-ray , CT Scan, MRI, USG, etc.,
- h. "Insured Person" shall mean a person who is or was an employee in respect of whom contributions are or were payable under ESI Act & who is by reason thereof, entitled to any of the benefits provided by this Act.
- i. "Emergency" shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- j. "Empanelment" shall mean the hospitals, authorized by ESI for treatment / investigation purposes for a particular period.
- k. "Hospital" shall mean the '*Second Party*' while performing under this Agreement providing medical investigations & treatment to ESI Insured Patients.
- l. "De-recognition of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the ESI beneficiaries after following certain procedure of enquiry.
- m. "Party" shall mean either the ESIS(M) Service or the Tie-up Hospital and "Parties" shall mean both the ESIS(M) Service and the Tie-up Hospital.
- n. In respect of providing expert advice and Allopathy treatment to the Insured Persons and their family members covered under E.S.I.S Medical Service, Government of Karnataka & ESIC, Subject to the terms and conditions mentioned below.

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**THE TERMS AND CONDITIONS FOR THE REFERRAL OF PATIENTS AND CLAIMING THE AMOUNT BETWEEN THE FIRST AND SECOND PARTY.**

1. It is accepted to treat in **ADICHUCHANAGIRI HOSPITAL AND RESEARCH CENTER**, as a referral hospital to provide **Secondary Care Treatment**, expert medical advice including Registration, Investigations, General ward Bed Charges, etc., to the Insured Persons and their families covered under ESIS (Medical) Service & ESIC in view of better facilities, convenience and sophisticated equipments in the said hospital. In pursuance of this decision, further discussions were held between the officers of E.S.I.S Medical Services, Government of Karnataka and **ADICHUCHANAGIRI HOSPITAL AND RESEARCH CENTER**, and it is hereby mutually agreed to as follows.
2. The Insured Persons and their families referred to **ADICHUCHANAGIRI HOSPITAL AND RESEARCH CENTER**, are eligible for being admitted only to **GENERAL WARDS**, as endorsed by the referring authority authorized by **The Director of E.S.I.S Medical Service / Medical Superintendent ESIC Hospital**.
3. The agreement shall remain in force for a period of **ONE year from the Date 01-12-2022 to 30-11-2023**. The empaneled hospitals should provide Bank Guarantee to the tune of Rs. 1,00,000/- from any nationalized bank.
4. "**CGHSPackage Rate 2014 updated on 05.05.2021**" shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a 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 charges, (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 and Blood processing charges (xi) Pre Anesthetic & Anesthetic check-up and 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 and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges (xviii) Nursing care charges etc.  
Package rates also include two pre-operative consultations.  
Cost of Implants / stents / grafts with a deduction of 15% on MRP are reimbursable in addition to package rates, for the procedure as per CGHS ceiling rates or as per actual, whichever is lower & they have to provide Sticker, Pouch & Invoice from the distributor.
5. Empanelled hospital has to provide cashless treatment to ESI beneficiaries. Package rates envisage up to a maximum duration of indoor treatment as follows:  
Up to 7 days for other Major Surgeries.  
Up to 3 days for Laparoscopic surgeries / Normal deliveries and  
1 day for day care / Minor (OPD) surgeries.

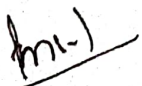


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6. However, if additional stay beyond the period covered in Package Rate, is required for recovery, in exceptional cases, supported by relevant medical records & certified as such by referring Hospital/Dispensaries, the additional re-imburement shall be allowed for accommodation charges, investigation charges, (at approved rates), Doctors visit Charges (Not more than 02 visits per day) and cost of the medicines with a deduction of 10% of the MRP.
7. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/ faulty investigation procedure etc.
8. The Hospital shall investigate / treat the ESI beneficiaries only for the condition for which they are referred with due authorization letter.
9. In case of conservative management 10% discount will be done on the MRP of the medicines used & they have to provide credit bills. The hard copy of hospital rate list should be submitted in **alphabetical order(Two sets to concerned Bill Settling Authorities & One set to the ESI Directorate)** at the time of entering tie-up agreement & up-load the same in the UTI portal in your login.
10. In cases of conservative treatment where there is **no CGHS package rate**, calculation of admissible amount would be done item wise as per CGHS-2014 rates /AIIMS Rates/ Tie-up hospital rates (with a deduction of 15% on procedure cost, if there are no package procedure rates in C.G.H.S./AIIMS) **whichever is lower for a particular item**. Further, if any procedure is to be done, then as per CGHS-2014 package rate /AIIMS Rates/ Tie-up hospital rates have to be claimed.
11. In CGHS-2014 rate list, except Dental & Ophthalmology, in all other remaining departments rates are given for "other major & minor surgeries" with coded procedures. Tie-up hospitals have to claim "other major & minor surgery rates" other than named procedures. However, for unnamed procedures in ophthalmology & dental treatments, tie-up hospitals have to claim their own hospital rate with a deduction of 15% of procedure cost.
12. It is agreed that ESI beneficiaries shall be attended to on priority. ESI authorities have the right to monitor the treatment provided in the Tie-up hospitals.
13. All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package. The package rates of procedures mentioned in CGHS-2014 rate list are of semi-private ward rates & as the ESI beneficiaries are eligible for General Ward rates, there will be 10% deduction on procedure rates. However, there will be no deductions for laboratory or radiology investigation rates.
14. If one or more minor procedures form part of a major surgery, then 100% package charges will be permissible for major surgery & 50% of the minor surgeries will be allowed.
15. In case of unforeseen emergencies of these patients during admission for approved procedure, provisions of emergency treatment shall be applicable.
16. The patient at the time of discharge shall not be given any medicines by the hospital, but they shall be given only prescriptions.

  
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17. The ESIS Medical Service / ESIC Hospitals are liable to make payment towards expenses as per **C.G.H.S-2014 rates**, AIIMS Rates/ Tie-up hospital rates for secondary care Non-NABH General Ward Rates.
18. Cashless treatment shall be provided to only those ESI beneficiaries who have been referred to 'Tie-up' hospitals by following the procedure mentioned earlier. Patients going to tie-up hospitals without being referred as such by the ESI system shall not be eligible for cashless services. They may be provided treatment / services as per CGHS rates, in case it is found that it was a dire life-threatening emergency and the condition of patient would have severely deteriorated if he had gone to ESI Hospital for reference.
19. During In-patient treatment of the ESI beneficiary, the hospital should not ask the beneficiary or his / her attendant to purchase separately, the medicines / sundries / equipment or accessories, from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items.
20. The tie-up hospital has to honour the referral letter issued by ESISMS /ESIC referral authorities and 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 done, 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 in writing on the next working day. The tie-up hospitals should not charge/collect any money from the patient / attendants referred by ESIS (M) Service or ESIC for any treatment/procedure/investigations carried out.
21. If it is reported that the tie-up hospital has charged/collected money from the patient then the concerned tie-up hospital may attract action for de-panelment/blacklisting.
22. It is mutually agreed that first party will not put the second party into financial constraints by delayed settlement of bills. Payment of the bills be made after due scrutiny within ninety days from the date of receipt of bills.
23. The referral letter (P-1 FORM) will be sent in on-line UTI-ITSL Portal by the ESIS Medical Service.
24. The validity of the Referral Letter is SEVEN days. If, the referral letters are received after SEVEN days from the date of issue, the same has to be rejected by the concerned hospital.
25. The authority may any time visit the hospital to identify the patients and to verify the line of treatment.
26. The Tie-up hospitals should follow the terms and conditions as enclosed with the Tie-Up rate list and submit the bills accordingly.
27. No Patients shall be directly examined or admitted without the referral slip from E.S.I.S Medical Services or ESIC authorities.
28. No payment should be obtained from the Insured patients.
29. The agreement can be terminated by either party on giving a months' notice in advance with suitable reasons.

  
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### 30. TREATMENT IN EMERGENCY

The following ailments may be treated as emergency which is **illustrative only and not exhaustive**, depending on the condition of the patient:

- a. Acute Coronary Syndromes (Coronary Artery By-pass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure / Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stroke
- Adam attack, Acute Aortic Dissection.
- b. Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
- c. Cerebra-Vascular Attack-Stroke, Sudden unconsciousness, Head injury, Respiratory failure, Decompensated lung disease, Cerebra-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- d. Road Traffic Accidents with severe injuries including fall.
- e. Hemorrhage due to any cause.
- f. Acute poisoning.
- g. Acute Renal Failure.
- h. Acute Obstetrical and Gynecological emergencies.
- i. Electric shock.
- j. Snake Bite.
- k. Any other life-threatening condition.
- l. However, all tie-up hospitals have to give the treatment for ESI beneficiaries for emergency treatment as per 'Emergency Treatment List' by charging for that particular treatment as per CGHS-2014 rate list and terms & conditions.

### 31. **FORFEITURE OF REMOVAL FROM LIST OF EMPANELLED HOSPITALS.**

In case of any violation of the provisions of the MOU by the Tie-up

Hospitals empanelled under ESI such as:

1. Refusal of service.
2. Undertaking unnecessary procedures.
3. Prescribing unnecessary drugs/tests.
4. Over billing,
5. Reduction in staff/ infrastructure/ equipment etc. after the hospital has been empaneled.
6. Non submission of the report, habitual late submission or submission of incorrect data in the report
7. Refusal of credit to eligible beneficiaries and direct charging from them.
8. Discrimination against ESI beneficiary's vis-à-vis general patients
9. The ESI shall have the right to de-recognize the Tie-up Hospital as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by ESIS teams at random. The decision of the ESIS (M) S will be final.

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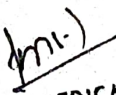
10. Parties have signed this with best of their knowledge and belief on the date and year written below.
32. Check up/follow up dates shall be advised to the patient at the time of their discharge. But sending them again for such check up /follow-up will be left to the discretion of the ESIS Medical Services.
33. The hospitals shall bear all expenses incidental to the preparation & stamping of this agreement.
34. If, any changes in the CGHS-2014 Rate List will be decided by the State Executive Committee and intimated as and when required.

**35. TERMS AND CONDITION OF PAYMENT: -**

- i. Bills will be processed through UTI-ITSL Module only.
- ii. UTI-ITSL: -Tie-up Hospitals to entertain only those referrals that are made through UTI-Module. ESIS shall not be responsible for processing payment of referral bills that are not routed through the bill processing agency i.e., UTI-ITSL
- iii. The procedure for submission / payment of bills will be as per annexure(Forms- P-II, P-III & P-VI).
- iv. Tie-Up bills should be paid only for those procedures that are referred by concerned authority either initially or by way of additional approved procedure subsequently.
- v. Empanelled hospitals 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/Invoice/Price stickers /Utilization certificates / OT Notes / Pre and post operation radiological images for procedures /wrappers and invoice for drugs costing more than Rs.1000/- or any other requirement (as per T&C of MOA which the hospitals and diagnostic centers have with ESIS) etc, which were uploaded in the system in support of the claims within 7 (Seven) working days and not beyond 30 days to the ESISMS/ESIC hospitals /Institutions from where referral was generated. Any bill/claim submitted beyond 30 days should be accompanied with offline waiver from 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.
- vi. Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills will be the sole responsibility of the empanelled hospitals, thereby meaning ESIS M S or BPA shall not be held responsible for the same.

**36. ARBITRATION: -**

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ESISMS and the Empanelled Hospital upon or in relation to or in connection with or arising out of the agreement

  
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shall be referred to for arbitration by the Director, ESISMS, 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 1966 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Bangalore.

### 37.ONLINE PROCESSING OF BILLS:

- i. UTI-ITSL shall be engaging its resources for training and guidance and making the bill processing application / software solutions available to the specified users of these locations. UTI-ITSL shall be scrutinizing and processing bills online, providing software, for all hospitals / diagnostic centre empaneled by ESIS Hospitals.
- ii. Bills submitted by the ESIS empanelled Hospitals/Diagnostic centre with all necessary supporting documents as prescribed by ESIS from time to time so that no additional information, whatsoever, is further required to process the bill. This includes the physical submission of original hard copies of bills and required clinical reports /films/pouches/invoices/price stickers etc, which were electronically uploaded in the system by the empanelled hospitals to the place from where the referral was generated and any other need more information of any sort.
- iii. "Fees should be paid by empanelled hospital/diagnostic centre 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.
- iv. 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 & service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIS.
- v. The processing fee admissible to BPA will be at the rate of **2% of the claimed amount** of the bill submitted by the empanelled hospitals/diagnostic centre (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.**

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- vi. In case of any mistakes in the scrutiny of claims recommendations thereto by the BPA, resulting in excess payment to the empanelled hospital / diagnostic centre/ Institution, ESIS (M) Service reserves the right to recover the excess amount from the future bills of the empanelled hospital / diagnostic centre/Institution. ESIS (M) Service has authorized BPA to exercise this right.
- vii. ESIS Hospitals/Institutions will enter the details of registration of empanelled hospital / diagnostic centers with validity, extension of validity, de-empanelment of hospital and classification of hospital and any other parameters / criteria as specified by ESIS (M) Service, from time to time through the software provided by BPA. After ESI authorities verifies the claim on receipt of the physical documents, it would be assumed by BPA that all these factors as above are in place and that the empanelled hospital/ diagnostic centre to receive the claim.
- viii. NABH / NABL rates are not allowed for Primary and Secondary Care treatment.
- ix. The said tie-up hospital has agreed for the above terms & conditions.
38. **ALL TIE-UP HOSPITALS HAVE TO PREPARE THEIR CLAIMS AS PER CGHS-2014 RATE UPDATED ON 05.05.2021 LIST. BILLS SHOULD BE SCRUTINISED MANUALLY, BEFORE SUBMITTING. THEY HAVE TO SUBMIT THE COMPLETED BILLS WITHIN TIMELIMIT.**
39. Thetie-up hospitals should intimate, three months in advance, before expiry of the agreement, if they want to renew the same.

  
Authorized Signatory  
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Director,  
E.S.I.S Medical Service.