
	<p align="center"><b>OFFICE OF STATE MEDICAL COMMISSIONER</b>  <b>Employees' State Insurance Corporation</b>  <b>143 , Sterling Road , Nungambakkam , Chennai</b></p> <hr/> <p>E – mail : <a href="mailto:ssmc-tn@esic.nic.in">ssmc-tn@esic.nic.in</a>      Ph. No. 044 – 28267080  Ph. No. 044 – 28306320</p>	<p align="center"><b>IP OUR VIP</b></p>  <p align="center"><b>Chinta Se Mukti</b></p>
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## **INVITING PROPOSALS FOR EMPANELMENT OF HOSPITALS / DIAGNOSTIC CENTRES**

Proposals are invited for Empanelment of Hospitals and Diagnostic centers for providing diagnosis / Secondary Care and Super Specialty Treatment (SST) to ESI Beneficiaries under CGHS – Chennai approved rates for the areas mentioned below.

S. No	Area	Type of Hospital / Treatment
1	Salem	Diagnostic centres (CT, MRI, Hormonal assay)
2	Coimbatore	<b>SST</b> / Diagnostic centres (CT, MRI, Hormonal assay)
3	Chengalpet	<b>SST</b> and Secondary care

The details of eligibility criteria, broad terms of agreement and other conditions are available on Web site [www.esichennai.org](http://www.esichennai.org). Interested Hospitals may forward proposals along with profiles to this Office on or before 15.09.2014. *Hospitals, already empanelled with this office, need not to apply.*

-Sd/-

**State Medical Commissioner (T.N. Region)**  
**ESI Corporation, Chennai-34.**

## **CATEGORIES OF HOSPITALS**

ESIC would consider the following categories of hospitals for empanelment.

### **1. Specialty Hospitals. (For Super Specialty Treatment)**

Hospitals having less than 200 beds can apply as a specialty hospital provided they have at least 50 beds earmarked for each specialty applied for thus under this category a single specialty hospital would have at least 80 beds. However under this category a maximum of three specialties are allowed.

- Cardiology, Cardiovascular and Cardiothoracic Surgery
- Urology – including dialysis and lithotripsy
- Neurosurgery

### **2. Super specialty hospitals (Multi Specialty Treatment)**

Super specialty hospitals with 300 or more beds with treatment facilities in at least three of following super specialties in addition to cardiology & Cardio-thoracic surgery and specialized orthopedic treatment facilities that include Joint replacement surgery.

- Nephrology & urology including Renal Transplantation
- Endocrinology
- Neurosurgery
- Gastroenterology & GI –surgery including liver transplantation
- Oncology – (Surgery, Chemotherapy & Radiotherapy)

These hospitals shall provide treatment/services in all disciplines available in the hospital.

### **3. Cancer Hospitals.**

Cancer Hospitals having minimum of 100 beds and all treatment facilities for cancer including radio-therapy (approved by BARC/AERB).

**4. Secondary Care Hospitals:**

General purpose hospitals 200 or more beds for medical, Gen. Surgery, OBG, ENT, Ophthalmology, Orthopedics (excluding Joint Replacement Surgery) and Pediatrics.

5. Private Hospitals already on the panel of ESIC need not to apply subject to fulfilling their relevant eligibility criteria.

## **TERMS AND CONDITIONS FOR EMPANELMENT OF HOSPITALS**

### **(FOR SPECIALITY / SUPER SPECIALITY TREATMENTS)**

1. The Empanelled Hospital will provide all the facilities as per the package rates agreed to for various procedures, investigations, etc. on the CGHS/ESIC rates to the ESIC beneficiaries. If procedures cost not found in CGHS/ESIC rates, hospital rates may be claimed.
2. The Empanelled Hospital will provide all the services on cashless basis to ESI beneficiaries.
3. The Empanelled Hospital will provide treatment only to referred beneficiaries by the competent authority as defined.
4. The Empanelled Hospital shall provide services only for which it has been empanelled by ESIC at rates fixed for GENERAL WARD BY CGHS FOR CHENNAI and shall be binding.
5. A copy of Discharge Slip incorporating brief history of the case, diagnosis, details or procedure done, reports of investigation, and identification stickers of implants treatment given and advised shall be submitted by the Hospital along with the adjustment bill.
6. The Empanelled Hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Empanelled hospital who shall alone be responsible for the effect and/or deficiencies in rendering such services.
7. The Empanelled Hospital agrees that during the In-patient treatment of the ESI beneficiary, the Empanelled Hospital will not ask the beneficiary or his attendant to purchase separately the medicines / consumables / equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the ESIC which includes the cost of all the items. Appropriate action, including removing from ESIC empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ESIC team.

The Empanelled Hospital will honour permissions issued by the Referring Authority i.e Medical Superintendent, to the ESI beneficiaries holding **valid & eligible** ESI Medical Benefit Card. Treatment will be provided as per applicable package rates as enlisted at the Ministry of Health and Family Welfare website <http://www.mohfw.nic.in/cghs.htm>.

8. The scope of 'PACKAGE' is as follows:-

Package rate is defined as lump sum cost of inpatient treatment/day care for which a patient has been referred by competent authority to Empanelled Hospital. This includes all charges pertaining to a particular treatment/procedure including:

- i. Registration charges,
- ii. Admission charges.
- iii. Accommodation charges,
- 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 fee,
- xiv. Cost of surgical disposables and all sundries used during hospitalization,
- xv. Cost of medicines.
- xvi. Related routine and essential investigations,
- xvii. Physiotherapy charges etc.
- xviii. Patient's Diet

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

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

- i Telephone,
- ii Tonics,
- iii Cosmetics, etc.

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

9. In case of any natural disaster / epidemic, the Hospital / diagnostic hospital shall fully cooperate with the ESIC and will convey / reveal all the required information, apart from providing treatment. This empanelment is initially done for a period of 2 years from the date of signing of this Agreement. It can be extended later on with mutual consent only.

10. The procedure for submission / payment of bills will be as under:-

On production of valid ESI records (as per the check-list) and valid letter of referral from Medical Superintendent of the State run ESI Hospital/ESIC MODEL HOSPITAL KK NAGAR CHENNAI the Empanelled Hospital is required to provide credit facilities to the ESI Beneficiary or his family members. No patient shall be directly examined or admitted without the valid referral slip from the competent authority. In case of dire emergency (very serious) patient may be admitted and the hospital shall get the referral letters from the concerned authorities very next day. This has to be very strictly followed otherwise the first party will not reimburse the medical claims. An appropriate declaration (that the patient is liable to pay the total hospital expenses if the authentic referral slip is not produced within 24-48 hrs) from the Insured Person may be obtained.

The bills (as per the check list provided by the office of SMC) shall be sent directly to:-

- (i) The Office of State Medical Commissioner, 143 Sterling Road, Nungambakkam, Chennai-34, along with the necessary documents as per the check list, if the patient has been referred by any of the State-ESIS Hospital.
- (ii) In case the patient has been referred from the ESIC Model Hospital KK Nagar Chennai then the bills are to be sent to the Med Suptd. Of ESIC Model Hospital KK Nagar Chennai *directly* who will make the payment to the empanelled hospital *directly* from the hospital finances within 30 days from the date of receipt of bill in the office.

11. The Empanelled hospital will investigate / treat the ESI beneficiary patient only for the condition for which they are referred with permission, and in the Super-Specialty and / or purpose for which they are approved by ESIC. In case of unforeseen emergencies of these patients during admission for approved purpose / procedure, necessary life saving measures be taken and concerned authorities may be informed accordingly later with justification.

12. The Empanelled Hospital will not refer the patient to other Super-Specialist/other hospitals without prior permission of ESIC authorities.

### **13. DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITALS / DIAGNOSTIC CENTRES**

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

**14. HOSPITAL'S / DIAGNOSTIC CENTRE'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD.**

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

15. 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 ESIC as well as termination of this Agreement.

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

**17. TERMINATION FOR DEFAULT**

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

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

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

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

## **18. INDEMNITY**

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

The Empanelled Hospital will pay all indemnities arising from such incidents without any Extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC may at its Discretion and shall always be at the cost of the Empanelled Hospital defend such suit, either jointly with the Hospital or singly in case the later chooses not to defend the case.



## **19. ARBITRATION**

If any dispute or difference of any kind whatsoever (the issue whereof is not herein otherwise provided for) shall arise between the ESIC 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 State Medical Commissioner ESIC, who will give written award of his decision to the parties. The decision of the Arbitrator will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings. The venue of the arbitration proceedings shall be at Chennai.

## **20. MISCELLANEOUS**

Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the ESIC and the Empanelled Hospital.

The Empanelled Hospital shall not represent or hold itself out as agent of the ESIC.

The ESIC will not be responsible in any way for any negligence or misconduct of the Empanelled Hospital and its employees for any accident, injury or damage sustained or suffered by any ESIC beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.

Their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.

This Agreement can be modified or altered only on mutual written agreement signed by both the parties.

Should the hospital get wound up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their legal representatives or successors-in-interest from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

The Empanelled Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

A recognized Empanelled Hospital whose rates for a procedure / test / facility are lower than the approved package rates shall charge the ESI beneficiaries as per actuals.

## 21. NOTICES

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

ESIC: **State Medical Commissioner, ESI Corporation,  
143, Sterling Road, Nungambakkam, Chennai-600034.**

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