



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

GOVERNMENT OF KARNATAKA

ಕಾರ್ಮಿಕರ ರಾಜ್ಯ ವಿಮಾ ಯೋಜನೆ ವೈದ್ಯಕೀಯ ಸೇವೆಗಳ ನಿರ್ದೇಶನಾಲಯ

DIRECTORATE OF E.S.I.S MEDICAL SERVICES

ನಿಜಲಿಂಗಪ್ಪ ರಸ್ತೆ, ರಾಜಾಜಿನಗರ 2ನೇ ಬ್ಲಾಕ್, ಬೆಂಗಳೂರು - 560010

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**EMPANELMENT OF HOSPITALS/DIAGNOSTIC CENTRE' s FOR  
SECONDARY CARE TREATMENT**

1. Employees' State Insurance Medical Services is a statutory organization under the ministry of Labour and Employment, Government of Karnataka providing Medical services to ESI beneficiaries in India as per ESI Act 1948.
2. The Director, ESIS Medical Services, Rajajinagar, Bangalore who is the Head of the Departments interested in entering in to tie-up with Hospitals/ Diagnostics centre in Karnataka State (please see Appendix A for Districts / Places) for providing Secondary Care treatment, and medical investigations to ESI beneficiaries as per ESIS/ESIC policy guidelines pertaining to Secondary Care Treatment
3. (a) Hospitals/Diagnostics centers who are already empanelled under CGHS /Central Government/Public Sectors will be considered first. In the absence of sufficient number of such Hospitals/Diagnostics centre, Central Govt. approved Hospitals/Diagnostics centre, followed by Hospitals/Diagnostics centres approved by Public Sector Insurance Companies thereafter State government approved such hospitals/Diagnostics centre will be considered. If none of the Hospitals/Diagnostic centre approved by above agencies are available /inadequate ,other Hospitals/Diagnostics centre will be considered on fulfilling all conditions and on receipt of satisfactory report from Inspection Committee nominated by Director, ESIS Medical Services, Rajajinagar, Bangalore.  
(b) Medical College Hospital will be given due consideration.
4. Government or Government sector hospitals can be taken for tie up without expression of interest whenever ESIS requires such speciality at any given point of time or on request.
5. Further number of Hospitals/Diagnostics centre to be empanelled will be restricted as per the requirement of ESIS Medical Services and the decision taken in this regard by Director, ESIS Medical Services, Rajajinagar, Bangalore
6. Hospitals under a single group should apply independently for each such hospitals/diagnostics centre.

7. Application are invited for the Secondary Care treatments and Investigation/Diagnostics
8. Duly completed application form **(Annexure- I)** along with all required documents mentioned at **Annexure - II** and undertaking certificate **Annexure - III** should be submitted to this office by Registered/Courier post/By Hand on or before ..... The sealed envelope should be super scribed **“Application for Empanelment of Hospitals &Diagnostic Centers for Secondary Care treatment and investigations”**. Applications received after the scheduled date and time (either by hand or by post) is liable for rejection.

#### **TERMS AND CONDITIONS FOR PROVIDING TREATMENT/SERVICES**

1. For Hospitals/Diagnostics centres other than empanelled with CGHS/State/Central Govt, the following criteria need to be fulfilled:-
  - (i) The Hospitals/Diagnostics centre must have been in operation for at least one full financial year. Copy of audited balance sheet, profit and loss account for the preceding financial year to be submitted (main documents only).
  - (iii)The Hospitals/Diagnostics centre must give undertaking accepting the terms and conditions spelt out in the Memorandum of Agreement.
  - (iv)The representative of Hospitals/Diagnostics centre should always be available / approachable over phone and for this purpose a Nodal Officer (contact person) shall be nominated from hospital/diagnostic centers to interact with ESI beneficiaries/ESIS Medical Services Officers. His/her mobile number/e-mail ID/fax should be made available to ESIS Medical Services Officers.
  - (vi) The Hospitals/Diagnostics centre must have the capacity to submit all claims / bills in electronic format to the (ESIS Medical Service) (to be change as- Concerned ESIS Hospitals of Karnataka state system) and through its billprocessing agency and must also have dedicated man power with equipmentsoftware and connectivity for such electronic submission within prescribed time line.

- (vii) Bills will be processed through UTI-ITSL Module only. UTI-ITSL will be facilitating as a Bill Processing Agency (BPA). Prescribed Processing fee with tax to BPA has to be paid by the hospitals on the claimed amount of the empanelled hospital/diagnostic centre (and not on the approved amount). This shall be auto-calculated by the software and prompted to the ESIS Medical Service, Rajajinagar Hospital/Institution on the UTI module at the time of final settlement of the claim. ESIS Medical Services shall pay this amount to BPA from the inward claims/bills of the empanelled hospitals/diagnostic centre.
- (viii) Minimum size of 2 ft x 3 ft board made of Foam/Flex/Metal, with the words (In all 3 Kannada, English & Hindi Languages "We provide Cashless Treatment to ESI Beneficiaries on referral by ESI doctors, In case of difficulty please contact (Concerned Hospital Nodal officer)" with ESIS Medical Services, Rajajinagar Logo should be displayed by the empanelled Hospitals/Diagnostics centre. Further the Hospitals/Diagnostics centre should display board regarding cashless facility for ESI beneficiaries and list of documents required to be carried by ESI patients /attendant. The Hospital/Diagnostics centre will not make any commercial publicity projecting the name of ESIS Medical Services, Rajajinagar, Bangalore.
- (ix) The Hospitals/Diagnostics centre should submit report on daily basis by email to ..... the details of admitted patient for emergency treatment, without referral letter in emergency basis as it has to regularized within 24 hours by the ESI Medical Service Authorities.
- (x) Submission of Consent, Undertaking/Acceptance letter and other particulars by Hospitals/Diagnostics centre for consideration of ESIS Medical Services, Rajajinagar should not be construed as Right for Empanelment with ESIS Medical Service and decision taken by Director, ESIS Medical Service, Rajajinagar regarding empanelment shall be final and no correspondence regarding the same shall be entertained.
- (xi) The Hospital/Diagnostics centre shall investigate / treat the ESI beneficiaries only for the condition for which they are referred with due authorization letter.
- (xii) The treatment/procedure shall be performed on the basis of the authorization letter issued by the ESIS Medical Service /competent authority.
- (xiii) For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the referred doctor or competent authority except under emergency.

- (xvi) The Hospital/Diagnostics centre shall not undertake treatment of referred cases in specialties which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to the nearest recognized hospital under intimation to ESIS Medical Service authorities. However in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.
- (xvii) In emergency the hospital will not refuse admission or demand an advance payment from the ESI beneficiary or his family member and will provide treatment and inform the ESIS Medical Service authorities for regularization.
- (xviii) The nature and appropriateness of the emergency is subject to verification, by Director, ESIS Medical Services. The Director , ESIS Medical Services may nominate any officer/medical officer for the purpose and the Hospital has to cooperate with such authorized officer.

2. **Forfeiture of Performance Bank Guarantee and removal from list of Empanelled Hospitals/Diagnostics Centre.**

The amount of Performance Bank Guarantee will be forfeited and the ESIS Medical Services shall have the right to de empanel the hospital/diagnostics centre in case of any violation of the provisions of the MoA by the empanelled Hospitals/Diagnostics Centre such as:

- (i) Refusal of Service to ESI beneficiaries.
- (ii) Undertaking unnecessary procedures.
- (iii) Prescribing unnecessary drugs/tests.
- (iv) Over billing.
- (v) Reduction in staff/infrastructure/equipment etc. after the hospital/diagnostics centre has been empanelled.
- (vi) Non submission of the report, habitual late submission or submission of incorrect data in the report.
- (vii) Refusal of credit to eligible beneficiaries and instead asking them to pay.
- (viii) Discrimination against ESI beneficiaries vis-a-vis general patients.
- (ix) Death of owner/change of ownership, location of business place or the practice place, as the case may be, if not approved by competent authority.

- (x) Giving the establishment on lease to other agency.
- (xi) Action could be initiated on the basis of complaint, medical audit or inspections carried out by ESIC team at random. The decision of the Additional Commissioner & Regional Director, ESIC will be final and binding on both parties.
- (xii) Refusal to cooperate with authorized ESIS officer/doctor or refusal of permission for inspection when on visit to the hospital for inspection/verification/fact finding mission at any time as decided by the Additional Commissioner & Regional Director.

### 3. Approved Rates

- (i) ESI beneficiaries are entitled only for general ward with dietary food for patients.
- (ii) CGHS-2014 -2016 rates are applicable for all procedures/treatment/tests/drugs as approved by CGHS, Bangalore. Package rates include Patient diet.
- (iii) Ceiling rates for stents/implants etc as per CGHS-2014 rates will be applicable. Hospitals will have to submit sticker, pouch and invoices for the same.
- (iv) If unit cost of any drug/consumable used is more than Rs 1000/-, the inward invoice for the same should be submitted.
- (v) If device/stent used if not in CGHS limit, will be paid at MRP - (minus) 15%
- (vi) If any procedure/package/test not in CGHS rate list or AIIMS rate list, it will be paid at hospital rate - (minus) 15%.
- (vii) The rates for Life saving drugs (LSD) will be as per the CGHS-2014 rate list as mentioned in their website and updated from time to time.
- (viii) The empanelled/recognized private hospital whose rates for a procedure/test/facility/ward are lower than the approved CGHS rates shall charge the ESIC beneficiaries of ESI Medical Services.
- (ix) ESIS Medical Services also reserves the right to prescribe/revise rates for new or existing treatment procedures(s)/investigation(s) as and when CGHS (Bangalore) revises the rate, or otherwise.
- (x) The Hospitals/Diagnostics centre must certify that they shall charge as per CGHS rates and that the rates charged by them are not higher than the rates being charged from their other patients who are not ESI beneficiaries.
- (xi) CGHS Package rates means all inclusive, including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a treatment under emergency has been permitted by the ESIS Medical Services or for treatment under emergency from the time of admission to the time of discharge as per CGHS rules/rates.

(xiii) During the in-patient treatment of the ESI beneficiary, the Hospital/Diagnostics centre will 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.

4. **Duration of the Contract**

The contract shall remain in force for a period of **02 year with renewal for satisfactory performance at end of 01 year** or till it is modified or revoked, whichever is earlier. The agreement may be extended for another one year, subject to fulfillment of all terms and conditions of the original contract and with mutual consent of both parties.

**Agreement will be signed on Stamp paper of Rs 200/- value before starting of services/extension of Contract.** Cost of stamp paper and incidental charges related to contract shall be borne by the empanelled centre. Contract will be effective with effect from the date of the contract or from the date mentioned in the contract.

5. **Responsibilities**

- (i) It shall be the duty and responsibility of the hospital/diagnostics centre at all times, to obtain, maintain and sustain valid registration, recognition, approval, etc from approved authorities and maintain high quality and standard of its services and healthcare and to have all statutory and mandatory licenses, permits or sanctions of the concerned authorities under or as per the existing laws and produce them to the ESIS Medical Services for verification, etc if demanded.
- (ii) The empanelled hospital/diagnostics centre 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 hospital/diagnostics centre that shall alone be responsible for the effect and/or deficiencies in rendering services under any relevant statutory provision otherwise.

(iii) The ESIS Medical Service will not be responsible in any way for any negligence or misconduct of the hospital/diagnostics centre and its employees for any accident, injury or damage sustained or suffered by any ESI beneficiaries and their dependants/eligible family member 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 for performing their duties under this Agreement or otherwise.

(iv) The hospital/diagnostics centre 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 has obliged to act within its own authority and abide by the directives issued by the ESIS Medical Services. 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. The Empanelled Hospital shall provide the services as per the requirements specified by the ESIS Medical Services in terms of the provisions of this Agreement.

(v) ESI beneficiaries will not be subjected to research/clinical experiment purpose.

6. **Indemnity**

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

(ii) The Hospitals/Diagnostics centre will pay all indemnities arising from such incidents without any extra cost to ESIS Medical Services and will not hold the ESIS Medical Services responsible or obligated. The ESIS Medical Services may at its discretion and shall always be entirely at the cost of the Hospital/Diagnostics centre defend such suit, either jointly with the Hospital/Diagnostics centre enter or singly in case the latter chooses not to defend the case.

7. **Arbitration**

(i) 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 Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to the ESIS arbitration committee for arbitration by the Director, ESIS Medical Services Bangalore who will give written award of this 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 Bangalore, Karnataka.

(ii) 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 ESIS Medical Service and the Hospital.

(iii) The Hospital shall not represent or hold itself out as agent of the ESIS Medical Service.

(iv) Their status and their share holdings 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 should be informed immediately.

(v) If there is any change in 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 obligations under this Agreement, such change not hinder the performance of obligation under this Agreement.

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

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



8. **Exit from the Empanelment**

The rates fixed by the CGHS shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empanelled Hospital/Diagnostics centre, or for any other reason, Hospital/Diagnostics centre no longer wishes to continue on the list of ESIS Medical Services, it can apply for exclusion from the panel by giving one month written notice. Patients already admitted shall continue to be treated till their discharge.

However ESIS Medical Service, Rajajinagar can De-empanel any hospital with one month written notice without assigning any reasons thereof. Patients already admitted shall continue to be treated till their discharge.

Director,  
E.S.I.S Medical Service

*[Signature]*  
29/10/2020

*[Signature]*  
29/10/2020

**APPLICATION FORMAT FOR SECONDARY CARE EMPANELMENT OF HOSPITALS**

1. Name of the city where hospital is located

2. Name of the Hospital

3. Address of the hospital

4. Tele/fax/e-mail

Telephone No.

Fax

E-mail address

**Name and Contact details of Hospital & Nodal person:-**

1. Hospital

2. Marketing person

Whether NABH Accredited

Details of Accreditation and validity period

TAN No. & PAN No.

A Details of the application fees

**Name & Address of the  
Bank**

**DD No**

**Date of Issue**

B.. Total turnover during last financial year

(Certificate from Chartered Account is to be enclosed)

5. For Empanelment as Hospital for **all available facilities**

6. Total Number of beds

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

Casualty

General ward bed (4-10)

General ward bed (4-10)

8. Total Area of the hospital:-

Area allotted to OPD : \_\_\_\_\_

Area allotted to IPD : \_\_\_\_\_

Area allotted to Wards : \_\_\_\_\_

9. Specification of beds with physical facilities/amenities:

Dimension of ward: \_\_\_\_\_ Number of beds in each ward: \_\_\_\_\_

Length

Breadth

**(Seven square meter floor area per bed required) (IS : 12433-Part 2:2001)**

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

(a) Bedside table : \_\_\_\_\_

(b) Wardrobe : \_\_\_\_\_

(c) Telephone : \_\_\_\_\_

(d) Any other : \_\_\_\_\_

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

- (a) Air conditioner : \_\_\_\_\_
- (b) T.V. : \_\_\_\_\_
- (c) Room services : \_\_\_\_\_
- (d) Any other : \_\_\_\_\_

12. Nursing care:-

- (a) Total No. of Nurses
- (b) No. of Para-medical staffs : \_\_\_\_\_

Category of bed/Nurse Ration(acceptable actual bed/nurse standard) ration

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

13. Alternate power sources : \_\_\_\_\_ (Yes/No)

14. Bed Occupancy rate :

- (a) General : \_\_\_\_\_
- (b) Semi-Private : \_\_\_\_\_
- (c) Private : \_\_\_\_\_

15. Availability of Doctors:-

- (a) No. of in house doctors : \_\_\_\_\_
- (b) No. of in house specialists/consultants : \_\_\_\_\_

16. Laboratory facilities available : \_\_\_\_\_(Yes/No)

(Pathology, Biochemistry, Microbiology or any other)

17. Imaging facilities available : \_\_\_\_\_(Yes/No)

18. No. of operation theaters : \_\_\_\_\_

19. Whether there is separate OT for septic cases : \_\_\_\_\_(Yes/No.)

20. Supportive services :

Boilers/sterlizers : \_\_\_\_\_

Ambulance : \_\_\_\_\_

Laudry : \_\_\_\_\_

House keeping : \_\_\_\_\_

Canteen : \_\_\_\_\_

Gas Plant : \_\_\_\_\_

Dietary : \_\_\_\_\_

Others(Preferably) : \_\_\_\_\_

Blood Bank : \_\_\_\_\_

Pharmacy` : \_\_\_\_\_

Physiotherapy : \_\_\_\_\_

21. Waste disposal systems as per statutory requirement : \_\_\_\_\_

22. **ORTHOPAEDIC JOINT REPLACEMENT**

(a) Whether there is Barrier Nursing for Isolation for Patient : \_\_\_\_\_(Yes/No)

(b) Facilitation for Arthroscopy : \_\_\_\_\_(Yes/No)

**DATE :**

**PLACE :**

**SIGNATURE OF APPLICANT OR AUTHORIZED PERSON**

**ANNEXURE-II**

**CERTIFICATE OF UNDERTAKING**

1. It is Certified that the particulars given above are correct and eligibility criteria are satisfied.
2. That Hospital/ eye centre/Exclusive Dental Clinic/ Diagnostic laboratory/ Imaging Centre shall not charge ESI beneficiaries 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/ Eye centre/Dental clinic/ Diagnostic Centre would be liable for de-recognition by ESIS. 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/ Eye centre/Dental clinic/ Diagnostic Centre 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 as well as hard copies.
6. The Hospital/ Eye centre/Dental clinic/ Diagnostic Centre will pay damage to the beneficiaries if any injury, loss of part or death occurs due to gross negligence.
7. That the Hospital/ Eye centre/Dental clinic/ Diagnostic Centre 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/ Eye centre/Dental clinic/ Diagnostic Centre.
9. Agree for the terms and conditions prescribed in the Application document.
10. Hospital agrees to implement Electronic Medical Records and EHR as per the standards approved by Ministry of Health & Family Welfare within one year of its empanelment.

**DATE :**

**SIGNATURE OF APPLICANT OR AUTHORIZED AGENT**

**PLACE :**

(with seal &Stamp)

**ANNEXURE-III**

**LIST OF DOCUMENTS (WHEREVER APPLICABLE) ARE TO BE SUBMITTED  
ALONG WITH APPLICATION**

1. Copy of audited balance sheet, profit and loss account for the preceding financial year(Main documents only)
- 2.. List of treatment procedures/investigations/facilities available in the HCOs.
3. State registration certificate /Registration with local bodies, wherever applicable.
4. Compliance with all statutory requirements including that of Waste Management.
5. Fire clearance certificate by authorized third party regarding the details fire safety mechanism as in place in the HCOs.
6. Registration under PNDT Act, for empanelment of Ultrasonography facility.
7. AREB approval for tie up for radiological investigations/Radiotherapy, wherever applicable.
- 8.Certificate of Registration for Organ Transplant, wherever applicable.
9. Copy of legal status , place of registration and principal place of business of the health care Organization or partnership firm, etc.,
10. A copy of partnership deed ,/ memorandum and articles of association, if any.
11. Copy of Customs duty exemption certificate and the conditions on which exemption was accorded.
12. Copy of the license for running Blood Bank.
13. Copy of the documents full filling necessary statutory requirements.
14. Latest copy of MOA/MOU done with CGHS/State Govt./PSU etc. if any.