

**DRAFT AGREEMENT
BETWEEN
INSURANCE MEDICAL SERVICES, GOVERNMENT OF KERALA
AND**

.....,
.....
.....
KERALA

This Agreement is made on the _____ day of _____, 2015 between the **DIRECTOR OF INSURANCE MEDICAL SERVICES, THIRUVANATHAPURAM**, having her office at **DIRECTORATE OF INSURANCE MEDICAL SERVICES, THYCAUD P.O, THIRUVANATHAPURAM-695014 (KERALA)** (hereinafter called "Insurance Medical Services", 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

.....
(Name of the Hospital / Diagnostic Centre with Address) (Hereinafter called the Empanelled Hospital/ Diagnostic Centre) of the **Second Party**.

WHEREAS, the Insurance Medical Services is providing comprehensive medical care facilities to the ESI beneficiaries.

AND WHEREAS, Insurance Medical Services proposes to provide *CASHLESS & HASSLEFREE* treatment facilities to the ESI Beneficiaries in the Private Recognized Hospitals.

AND WHEREAS,

.....
..... (Name of the Hospital / Diagnostic Centre) offered to give the following treatment / diagnostic facilities to the ESI Beneficiaries in the Hospital / Diagnostic Centre

.....
.....
.....

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

1. Empanelled Hospital will provide all the facilities as per the package rates agreed to ,for various procedures, investigations, etc. on the CGHS rate and terms and conditions to ESI beneficiaries. Wherever CGHS rates are not available AIIMS rates are applicable. In cases where CGHS/ AIIMS rates are not available ESIC rates are applicable. If the above rates are not available, hospital rate is applicable subject to conditions follows.
2. 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 Insurance Medical Services at rates fixed for GENERAL WARD BY CGHS FOR THIRUVANANTHAPURAM, KERALA from time to time and shall be binding. Also, instructions issued from time to time by the Headquarters Office of ESIC New Delhi regarding tie – up arrangement / processing of the bills will be applicable to the empanelled hospitals.
5. Original Discharge Summary incorporating brief history of the case, diagnosis, details of procedure done, reports of investigation, and identification stickers of implants/ pouches/invoices/sub bills/treatment given and advised shall be submitted by the Hospital along with the adjustment bill in the prescribed form.
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 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 rate, fixed by the CGHS/ESIC, which includes the cost of all the items. Appropriate action, including removing from Insurance Medical Services 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/ Insurance Medical Services team.

8. The Empanelled Hospital will honour permissions issued by the Referring Authority i.e Medical Superintendent/Insurance Medical Officer, to the ESI beneficiaries holding *valid & eligible* ESI Medical Benefit Card. Treatment will be provided as per applicable package rates **CGHS/ESIC** as available in the website. (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 including diet for patients
- 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 hospitalisation.
- xv) Cost of medicines
- xvi) Related routine and essential investigations
- xvii) Physiotherapy charges etc

(From the time of admission to time of discharge. The above list is 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.

10. 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.

11. 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**, the Empanelled Hospital is required to provide credit facilities to the ESI Beneficiary or his / her eligible family members. No patient shall be directly examined or admitted without the valid referral from the competent authority. The bills, in proper form revised from time to time by ESI C shall be sent **directly to the office of the Medical Superintendent** (by whom the patient was referred), within 6 days of discharge. After 15 days of discharge, bills will not be accepted without reasonable explanation. Bank Account number and RTGS number should be included.

Also ensure that the bills are submitted in package rates and the period of ICU stay should be invariably specified in emergency non-package cases.

12. Certain discounts on Drug / treatment/procedures will be applicable while settling the bills as under:-

- a) 15% discount on hospital rates if there is no packages rates under CGHS/AIIMS/ESIC available.
- b) For Implants devices and stents, 15% discount on MRP.
- c) In case of Drugs used in non-package cases, 10% discount on MRP. (MRP should be given separately)

13. Guidelines in respect of indoor patients:-

- a) The tie - up Hospital should inform the details of ESI Beneficiaries who are admitted in the hospital through email/fax to Medical Superintendent of Hospital daily.
- b) ST bills should be submitted within 6 days. Bills are not acceptable after 15 days without valid reason.

14. The hospital will investigate / treat the ESI beneficiary patient only for the condition for which they are referred with permission. In case of unforeseen emergencies of these patients during admission for approved purpose / procedure, necessary life saving measures be taken, permission for same is essentially taken from referring hospital by e-mail, fax, telephonically to be confirmed in writing at the earliest.

15. The Hospital will not refer the patient to other hospitals / diagnostic centres without prior permission of Insurance Medical Services authorities.

16. The duration of indoor treatment for specialized and other procedures will be as per CGHS/ ESIC terms and conditions.

17. **DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITALS / DIAGNOSTIC CENTRES.**

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

b) At present, Hospitals and Diagnostic/ imaging centers should follow CGHS 2010 rates.

c) Revision of ceiling rates for each category updated by CGHS from time to time should be followed.

d) The tie-up hospitals should allow Insurance Medical Services authorized representatives to screen the records of ESI patients treated there.

18. **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 State. 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.

19. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the Insurance Medical Services shall have the right to terminate the agreement.

20. TERMINATION FOR DEFAULT

20.1) The Insurance Medical Services 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 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 thereof if granted by the Insurance Medical Services pursuant to Condition of Agreement or
- b. If the Hospital fails to perform any other obligation(s) under the Agreement.
- c. If the Hospital, in the judgement of the Insurance Medical Services has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

20.2) If the Empanelled Hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by Insurance Medical Services 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.

21. INDEMNITY Revised

The Empanelled Hospital shall at all times, indemnify and keep indemnified Insurance Medical Services 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 Insurance Medical Services 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 be 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 Insurance Medical Services 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 Insurance Medical Services and will not hold the Insurance Medical Services responsible or obligated. Insurance Medical Services, may at its discretion and shall always be entirely at the cost of the Empanelled Hospital defend such suit, either jointly with the Hospital or singly in case the latter chooses not to defend the case.

22. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Insurance Medical Services 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 of Insurance Medical Services, KERALA 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 ERNAKULAM, KERALA.

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 Principal and Agent between the Insurance Medical Services and the Hospital.
- 23.2) The Hospital shall not represent or hold itself out as agent of the Insurance Medical Services.
- 23.3) The Insurance Medical Services 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 ESI 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 the Agreement or otherwise.
- 23.4) 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.

- 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 Insurance Medical Services shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives from the 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 Empanelled Hospital whose rates for a procedure / test / facility are lower than the approved package rates (CGHS/AIIMS/ESIC) shall charge the ESI beneficiaries as per actual.

Accordingly a certificate should be recorded in the claim while submitting each Specialty treatment bill. Also the empanelled hospital/diagnostic centre should certify that the amount of the bill has not been claimed previously.

24. NOTICES

- 24.1) 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.

IMS:

**Director, Directorate of Insurance Medical Services,
Thycaud P O ,Thiruvananthapuram-695 014**

Hospital with address:

(.....)

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

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

Signed by

**DIRECTOR ,
DIRECTORATE OF
INSURANCE MEDICAL SERVICES
THYCAUD P O,
THIRUVANANTHAPURAM-695 014**

Signed by

**MEDICAL SUPERINTENDENT
(Name of the Empanelled Hospital)**

In the Presence of
(Witnesses)

1.

2.