

## **ADDENDUM**

**To,  
The Empanelled hospitals,  
ESIC Hospitals - All States  
SMC Offices – All States**

**Sub: Changes/addendum in the existing MoU between ESIC locations and empanelled institutions to incorporate UTIITSL as Bill Processing Agency (BPA) for bill scrutiny, processing and payment under Contract with ESI Corporation for two years w.e.f 17/05/2017**

ESI Corporation has engaged UTIITSL as a Bill Processing Agency (BPA) for scrutiny and processing of all bills (SST/Secondary/Investigations etc) of empanelled hospitals/diagnostic centers for beneficiaries referred from ESIC Hospitals and bills for only Super specialty Treatment in case of ESIS Institutions for **Two years w.e.f. 17/05/2017**

Empanelled hospitals shall have to agree upon this new inclusion in the existing MoU for the same.

**The salient features of the on-line bill processing system through BPA are elaborated as below:**

### **Introduction**

ESIC is providing comprehensive medical care facility to its beneficiaries and their dependents. In the process, ESIC has empanelled hospitals/diagnostic centers for providing treatment to its beneficiaries. ESIC has decided to appoint UTIITSL as a Bill Processing Agency (BPA) for processing the claims and recommending the payment to be released on behalf of ESIC. The medical care facility is extended to the ESIC beneficiaries who are entitled to cashless facility in the ESIC empanelled hospitals/diagnostic centers.

Here after respective MS's-ESIC Hospitals & SMC Offices will enter into MOU/Addendum to MoU (as the case maybe) with empanelled hospitals to enable referral generation and online billing through UTI Module. BPA will provide a front end user interface through the software where in the respective MS's-ESIC Hospitals/SMC Offices/ designated officials of ESIC will be able to update all necessary details of registration of empanelled hospitals/diagnostic centers with validity, extension of validity, details of accreditation (NABH/NABL), de-empanelment of hospital, classification of hospital and any other parameters/criteria as specified by ESIC from time to time.

Expenditure incurred on services provided by empanelled hospital/diagnostic center is paid directly to the empanelled facility by ESIC after the bill is processed by BPA. UTIITSL/BPA has agreed to provide a transparent system for online referral generation and bill processing (as per ESIC Policy and Standard Operating Procedures) for scrutiny and processing of all bills (SST/Secondary/Investigations etc) of Empanelled Hospitals/Diagnostic Centers for beneficiaries referred from ESIC Hospitals and bills for only Super Specialty treatment in case of ESIS Hospitals.

BPA shall be providing the required software as per MOU to all empanelled hospitals/diagnostic centers of ESI to run the process.

### **I Pre-requisites:**

1. The empanelled hospitals/diagnostic centers are required to sign the addendum (Annexure – A) of MoU with ESIC Hospital / Institution/SMC Office.
2. Soft copy of the addendum duly signed by both parties is also required to be uploaded on to BPA's software module.
3. Empanelled hospitals/diagnostic centers need to submit attested copies of following physical documents to BPA
  - a. Revised MoU/agreement signed by ESI hospital/Institution/SMC Office (Healthcare payer) with the empanelled hospital (Healthcare provider), showing the date/duration of validity of agreement/MoU.

- b. Empanelled hospitals/diagnostic centers to provide user details, roles to be played and authority of users who shall be processing/submitting the claims online of referred patients of ESI Hospital/Institution using BPA.
  - c. NABH/NABL and other relevant certificates of the empanelled hospital/diagnostic center along with the validity date / period.
  - d. Rate list for procedures and services.
4. Empanelled hospital/diagnostic center shall abide by any other requirement specified from time to time by ESIC and/or BPA in regards to implementation of online referral processes, clinical data and claim generation using the software application.
5. On fulfilling requirements by the empanelled hospital/diagnostic center, BPA shall provide Login Details along with User access details; the receipt of which is to be confirmed by the empanelled hospital/diagnostic center to both ESIC and BPA.
6. BPA shall provide training to the identified employees of the empanelled hospital/diagnostic center on the access and use of the web based application software, process of honoring routine referrals, emergency referral treatment protocol, final bill uploading/submission processes, and uploading/submission of clinical reports, etc. BPA shall train on the Standard Operating Processes related to bill processing.
7. BPA shall check and verify the authenticity of documents submitted by the empanelled hospital and tally with the document submitted to ESIC/ESIS Hospital/Institution. BPA shall check and keep a track on steps online, in the online processing activities in order to ensure transparent and fair processes.
8. Empanelled Hospital/diagnostic center shall only be able to upload claims from the date of initiation of revised MoU. System shall auto-reject any claim which is backdated or for past period.
9. The validity of revised MoU with ESIC Hospital/Institution/SMC Office and NABH/NABL certificates shall be visible to all parties in the module so as to ensure checking while processing claims. The application software shall have different validations of rates based on criteria for NABH/NABL certified status of the empanelled hospital/diagnostic center. As and when the MoU validity/Accreditation validity is about to expire, the empanelled hospital/diagnostic centre needs to upload the renewed relevant document

within its login account to maintain continuity for uploading and processing of claims.

10. Access for empanelled hospitals/diagnostics centers, validity of which has expired, will be blocked in the Online Referral generation template of UTI-Module but still exist in the payment module till such time that the respective empanelled hospitals/diagnostics centers are re-empanelled or completion of billing or as directed by ESIC.
11. On expiry of validity as per MoA / MoU at respective locations, empanelled hospitals/diagnostic centers should upload all pending bills at the earliest **but not later than Three (03) months from the date of expiry of MoU,** failing which the empanelled hospitals/diagnostic centers shall have to give justification and seek waiver/condonation of delay from the Competent Authority of respective ESIC Hospital/SMC office.
12. System shall accept the patient claim only with the referral letter within its validity period i.e 7 days (excluding the date of referral). As and when the referral is issued, its validity shall get captured online. Therefore, when the empanelled hospital shall submit the claim, system shall authenticate the referral validity.
13. BPA software shall accept documents only in PDF format, of limited size or in any other secure format as modified by ESIC from time to time. If the uploaded document is not legible, BPA software shall auto-reject the same.
14. Empanelled hospital/diagnostic center 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/invoices/price stickers/ Utilization certificates/OT Notes/pre and post operation radiological images for procedures/wrappers and invoice for drugs costing more than Rs 5000/ or any other requirement (as per T&C of MoA which the hospitals and diagnostic centers have with ESIC) etc, which were uploaded in the system in support of the claim, within 7 (seven) working days and not beyond 30 days to the ESIC/ESIS Hospitals/Institutions from where referral was generated. Any bill/claim submitted beyond 30 days should be accompanied with online/offline waiver from ESIC/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.

15. Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills will be the sole responsibility of the empanelled hospital, thereby meaning, ESIC or BPA shall not be held responsible for the same.
16. BPA shall provide training on e-claim processing and technical assistance related to software glitches.
17. Empanelled hospitals/diagnostic centers are requested to register with the BPA i.e. BPA at the earliest as all referrals shall be made through the systems only to the registered hospitals effective from the date of signing of MOU between ESIC and BPA.

## **II Deployment of software**

BPA shall set up and deploy the customized application (software) as already being used and accepted by ESIC for the bill processing assignment.

## **III Training**

BPA has imparted initial free of cost training to ESIC and empanelled hospitals/diagnostic centers before signing of the contract. The BPA shall again impart refresher onsite training, free of cost at all locations after the MoU is signed. In addition, BPA will prepare a video film, free of cost along with ESIC Officials for complete training purposes.

Additional 3 (three) trainings if required, shall be given through electronic platforms like Skype, Team Viewer, Video Conference, Videos etc without any cost to ESIC / hospitals.

BPA shall further impart training to newly empanelled hospitals at any point later whenever fresh empanelment is undertaken for that respective location and no extra charges will be paid by ESIC for such training on fresh empanelment of a new entity. In such cases also, additional 3 (three) trainings shall be given through electronic platforms like Skype, Team Viewer, Video Conference, Videos etc without any cost to ESIC / hospitals.

After the above trainings have been given and still there is a requirement of any further additional training, then it would be at a cost to be decided by BPA which shall be borne by the empanelled hospital/diagnostic centre.

#### **IV Creation of User ID (Activation/ Deactivation)**

User IDs will be created for users of empanelled Hospitals/diagnostic centres as per the procedure mentioned below:

- a) Filling the User ID creation form by prospective user.
- b) The role of the user to be mentioned, as defined in the form.(Eg: login details, user access details etc)
- c) The form should be signed by the user and authorized by respective authorised signatory along with official seal and signature of the empanelled hospital/diagnostic centre.
- d) Filling of the user creation template in the Excel format.
- e) Scanned copies of these documents to be forwarded to [esicbpa@utiitsl.com](mailto:esicbpa@utiitsl.com) along with User Creation Template in .XLS format.
- f) If any user is discontinued by whatsoever reason, **it is imperative that** the same should be communicated to BPA by respective authorised signatory along with official seal and signature of the empanelled hospital/diagnostic centre for deactivation of old IDs and creation of fresh user IDs by following the above procedure.

#### **V Queries:**

BPA shall facilitate the replies to the queries for all users of the system i.e. ESI Hospitals/Institutions and empanelled hospitals/diagnostic centers through e-mails (BPA - IT & Training Helpdesk) and escalation matrix as under:

Divisional Manager

Assistant Vice President

Dy Vice President

Vice President

Senior Vice President

All queries will be addressed by the BPA promptly within 24 hrs. E-mail resolution MIS will be provided by the BPA. The BPA shall also publish on its webpage [www.esicbpa.utiitsl.com/esic](http://www.esicbpa.utiitsl.com/esic) the process flow and the procedures followed, so that the user does not have to constantly interact with BPA.

BPA shall discourage direct personal discussions of employees with the hospital staff.

**VI Procedures- Empanelled hospital/diagnostic centre shall follow ESIC Policy and Standard Operating Procedure as per document attached and as modified by ESIC from time to time.**

**VII Processing Fees**

Subject to BPA rendering bill-processing services as per the guidelines, the empanelled hospitals/diagnostic centers/claimants shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.

The Service Fee and Service Tax, GST or any other taxes by whatever name called payable to BPA will be deducted by ESIC from the amount payable to the empanelled hospital/diagnostic center and the amount after deduction of applicable income tax plus Service Tax, GST or any other taxes by whatever name called shall be transferred to the account of BPA through ECS, or otherwise, as decided from time to time, simultaneously along with the payment/s for empanelled hospital/diagnostic centers. The Income tax to be deducted at source shall be applicable only on the processing fee.

If the claim was rejected or results into nonpayment to the empanelled hospital/diagnostic center, ESIC shall recover the service fee and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center (or the group hospitals / companies) and shall pay to the account of the BPA. If there are no subsequent claims from empanelled hospitals/diagnostic center, then said fee and service tax/GST/any other relevant tax by any name shall be recovered by ESIC from the empanelled hospital and paid to BPA.

BPA shall strive to adhere to the TAT of 10(ten) working days after the receipt of claim (as defined) / physical bills/ receipt of clarification or completion of period of NMI Disposal (whichever is later). ESIC reserves the right to levy a penalty upto10% on the service fees payable to BPA for the claims pending beyond TAT of the respective bill of the empanelled hospital/s/diagnostic centers. This penalty shall be added to the approved amount of the respective empanelled hospital/diagnostic center and shall be validated by the system to be developed and shall be auto calculated by such system and prompted to the respective ESIC Hospital/ SMC on the system at the time of final recommendation on the claim. Letter confirming the amount due to BPA shall be issued by respective CFA within 30 days from date of last recommendation of claim by BPA.

Empanelled hospitals are requested to register with the BPA i.e. UTIITSL at the earliest as all referrals shall be made through the systems only to the registered hospitals effective from the date of signing of MOU between ESIC and BPA.



### **Annexure A**

(Ref to \_\_\_\_\_ of ESIC Hospital/SMC Office \_\_\_\_\_  
 \_\_\_\_\_ Letter No. \_\_\_\_\_ dated \_\_\_\_\_)

#### **ADDENDUM TO MEMORANDUM OF AGREEMENT DATED \_\_\_\_\_**

This Memorandum of Understanding (MOU) entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between \_\_\_\_\_ (Herein after referred to as ESIC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part

#### **AND**

\_\_\_\_\_ (Name of Empanelled Private Hospital/Diagnostic Centre) having its registered office at \_\_\_\_\_, India, herein referred to as "Empanelled hospital" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, liquidators, Administrators and permitted assigns) of the second part.

WHEREAS the ESIC is providing comprehensive medical care facilities to the beneficiaries,

AND WHEREAS ESIC proposes to provide treatment facilities through its hospitals & dispensaries to the Beneficiaries in the Empanelled Hospitals,

AND WHEREAS empanelled hospital offered to give the treatment /diagnostic facilities/ health benefits to ESIC Beneficiaries in the Empanelled Hospital,

Each of these empanelled Hospitals shall hereinafter be referred individually as a "Party" and collectively as the "Parties"

Whereas the Parties have entered into this MOU to record their intention to jointly engage UTIITSL as Bill Processing Agency (BPA) in relation to payments and reimbursement for Medical Expenses.

The parties shall abide by the following undertakings in addition to ESIC Policy and Standard Operating Procedures, the clauses mentioned in the Memorandum of Agreement with ESIC Hospital/SMC Office and for the purpose of bill processing:

- A. The empanelled hospital shall acknowledge the referral from ESIS/ESIC Hospital/institution online.
- B. The empanelled hospital on admission of an ESI Hospital/institution Beneficiary shall intimate online to BPA the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 24 hours of admission.
- C. After the patient is discharged, the hospital will upload the claim related documents as per SOP and ESIC policy viz Referral letter, Bills, Lab reports, Discharge Summary, Doctors report, indoor papers etc to BPA through the web based application within seven (7) working days.
- D. The hard copies of the claim will be delivered /dispatched to the concerned referring ESI Hospital/institution within seven (7) working days but not later than 30 days.
- E. The empanelled hospital shall submit all the medical reports in digital form as well as in physical form as per ESIC policy and SOP.
- F. The empanelled hospital agrees that the actual processing shall start when physical copies of the bills submitted by the empanelled hospitals to the concerned referring ESIC/ESIS Hospital, are verified by them on behalf of respective ESIC/ESIS Hospital. Counting of days shall start from such date for the purpose of TAT. In case of query raised on the bills the TAT for the purpose of BPA shall start from the date of reply to the last query raised by the Tie-up Hospital.
- G. In case of absence of certain physical documents, the "Need More Information" (NMI) status will be raised by the Verifier of the respective ESIC/ESIS Hospital, BPA or Medical processing team of respective ESIC Hospital/SMC office to the empanelled hospital/diagnostic center for the missing/ambiguous physical documents (As per SOP). Empanelled hospitals/diagnostic centers shall have to

submit the clarifications/information inter-alia for all bills returned online at any level under "Need for more Info" category (NMI), within 15 days failing which these claims will be processed by the respective levels and BPA on the basis of available documents without any further intimation and such bills/claims will be closed not to be opened further.

- H. The BPA will audit the medical claims of the ESI Hospital/institution Beneficiaries in respect of the treatment taken by them in the empanelled hospital and make recommendations for onward payment to ESIC Hospital/SMC Office in a time bound manner within a period of 10 working days from the date of submission of bills in physical format or reply to last query, whichever is later.
- I. The empanelled hospitals shall have the necessary IT infrastructure for interaction with BPA such as Desktop PC with internet connectivity features, High Speed High resolution multi page Document Scanner, Printers, etc.
- J. In case of some mistakes in the scrutiny of claims recommendations thereto by BPA resulting in excess payment to the empanelled hospital by ESIC Hospital/SMC Office the excess amount shall be recovered from the future bills of the empanelled hospital.
- K. 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 and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.
- L. The amount deducted towards fee and service tax/GST/any other tax by any name called from the payable claims of hospitals/diagnostic centers shall be forwarded by ESIC to BPA simultaneously along with the payments to empanelled hospital through ECS or any other mode of money transfer, as decided by ESIC.
- M. The processing fee admissible to BPA will be at the rate of 2% of the claimed amount of the bill submitted by the empanelled hospital/diagnostic center (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. The fee shall be auto-calculated by the

software and prompted to the ESI Hospital/SMC Office by the system at the time of generation of settlement ID.

- N. The fee shall also mean to include any additional payment of Service Tax, GST or any other taxes by whatever name called as applicable on such fee amount admissible to BPA.
- O. If the claim is rejected or results into non payment to the empanelled hospital/diagnostic center, ESIC Hospital/SMC Office shall recover the service charge and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center and shall pay to the account of the BPA.
- P. MEDICAL AUDIT OF BILLS: There shall be continuous medical audits of the services provided / claims raised by the empanelled hospital by ESIC / BPA.

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

Signed by (Authority of ESI Institution)

In presence of  
(Witnesses)

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Signed by (For and behalf of (empanelled hospital/diagnostic centre name) duly Authorized vide resolution No. \_\_\_\_\_ Dated \_\_\_\_\_

In the presence of  
(Witnesses)

- 1
- 2