



**Invitation for  
Industry Consultation on  
Fraud Control under AB-PMJAY**

August, 2018

## 1 About AB-PMJAY

Ayushman Bharat – Pradhan Mantri Jan Aarogya Yojana (AB-PMJAY), is the flagship scheme of Government of India, aimed at providing cashless secondary and tertiary care from empaneled public and private hospitals to over 10 crore poor and vulnerable beneficiary families. Some of the key benefits of the scheme are:

### **Beneficiary Level**

- Health insurance cover of up to Rs. 5,00,000 per family per year
- Covers more than 10.74 crore poor and vulnerable families (approximately 50 crore beneficiaries) covered across the country
- All families listed in the SECC database as per defined criteria will be covered
- No cap on family size and age of members
- Treatment available at all empaneled public and private hospitals in times of need
- Covers secondary and tertiary care hospitalization and day care surgeries
- Over 1,350 medical, surgical and day care surgeries prices have been fixed in advance including all the costs associated with the treatment.
- All pre-existing diseases covered from day 1 of the policy.
- Cashless and paperless access to quality health care services
- Hospitals will not be allowed to charge any additional money from beneficiaries for the treatment
- Eligible beneficiaries can avail services across India from any empaneled hospital, offering benefit of national portability

### **Health System**

- Ensure improved access and affordability, of quality secondary and tertiary care services through strategic purchasing from a combination of public hospitals and private care providers
- Aims to significantly reduce out of pocket expenditure for hospitalization. Mitigate financial risk arising out of catastrophic health episodes and consequent impoverishment for poor and vulnerable families
- Providing a platform for convergence of various State Government funded and Central Government funded health insurance schemes
- Acting as a steward, align the growth of private sector with public health goals
- Enhanced use of evidence based health care and cost control for improved health outcomes
- Strengthen public health care systems through demand side financing
- Enable creation of new and expansion of existing health infrastructure in rural, remote and under-served areas

To enable the effective, efficient and transparent service delivery under the AB-PMJAY, a layer of core IT systems/ platforms have been developed/ available for integration, for use by States. These include (i) Hospital Empanelment System, (ii) Beneficiary Identification System, and (iii) Hospital Transaction Management System. Working collaboratively over networked infrastructure, the ecosystem will enable services to be provided at the point of care.



## 2 Purpose of Industry Consultation on Fraud Control

Across the world, health insurance schemes/ programs are prone to fraud, abuse and leakages which not only impact the program financially but also often lead to endangerment of people's health. Therefore, it is important to prevent, detect and deter fraud effectively through robust processes, trained manpower and timely action backed by state-of-the-art IT systems.

The National Health Agency (NHA), the nodal agency for providing technical and managerial oversight to AB-PMJAY, has zero tolerance approach towards fraud. NHA is setting up framework for anti-fraud policies, procedures and IT enablement which shall be adopted by the State Health Agencies (SHAs). To further strengthen Fraud Control measures being planned under the scheme, it is envisaged that industry consultations are undertaken to understand global best practices, policies, procedures and IT solutions available for implementation in context of AB-PMJAY. These consultations will also provide inputs for developing a robust fraud prevention, detection and control system for AB-PMJAY.

For this purpose, NHA invites the industry to come forward and provide inputs, suggestions and recommendations on the planned and proposed measures that can be adopted under the scheme.

The industry consultation will be conducted upon interested parties filling up and emailing (i) Company Profile (attached in Annexure I) and (ii) Non-Disclosure Agreement (NDA) (attached in Annexure II) to Shri B.K. Datta on [bk.datta@nic.in](mailto:bk.datta@nic.in), on or before 10<sup>th</sup> September, 2018. Technical details will be provided to interested parties upon successfully vetting of the company profile and receipt of the signed NDA from the company.

Subsequent to the consultation with NHA, it is envisaged that interested parties which are found suitable will be required to conduct a Proof of Concept (at no cost to the NHA/ Government of India) to determine the efficacy and effectiveness of the proposed solution. The duration, scope, timelines, outcomes etc. of the PoC will be discussed with the interested parties during the interactive consultations.

### 3 Annexures

#### 3.1 Annexure I – Company Profile

Name of Company	
Registration Number	
Country of Registration	
Registration Certificate	To be attached in the email
Profile Brief	
Experience of working on fraud control	
List of Clients (where solution offering has been deployed)	



## 3.2 Annexure II – Non-Disclosure Agreement

**(To be provided on the Company Letterhead and duly signed by the Authorized Signatory of the Company)**

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_\_ day of \_\_\_\_ month \_\_\_\_\_ year (effective date) by and between National Health Agency ("Department") and \_\_\_\_\_ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
  - b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
  - c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.
2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:
- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential
  - c. Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - d. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - f. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
  - g. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:
  - a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b. After it has become generally available to the public without breach of this Agreement by Company; or
  - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d. Which Department agrees in writing is free of such restrictions.
  - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by

Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. Dispute Resolution - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to NHA, NHA
  - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
  - b. The place of arbitration shall be the New Delhi
  - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d. The proceedings of arbitration shall be conducted in English language.
  - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.
12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. Amendments - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.



16. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. Survival - Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. Non-solicitation - During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. This Agreement shall remain valid up to 1 years from the date of completion of Operational and Functional testing.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

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\_\_\_\_\_

Name:

Name:

Title:

Title:

WITNESSES:

1.

2.