National Health Authority (NHA)
Government of India

REQUEST FOR PROPOSAL (RFP)

Schedules

to

Implementation Support Contract

RFP Number: <S.12017/86/2020-NHA>
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Table of Contents

Schedule 1: Details of the scheme and Beneficieries

1. Name and Objective of the of the Scheme

NHA being an implementer of "AYUSHMAN BHARAT Pradhan Mantri Jan Arogya Yojana" for nearly 10.74 crore eligible Beneficiaries families in India, under which Risk Cover (RC) of Rs. 5,00,000 (Rupees Five Lakh only) is provided on family floater basis. With Scheme Convergence project, AB PM-JAY is partnering with different Ministries of Government of India such as Ministry of Home Affairs (MHA), Ministry of Labour & Employment (MoLE) and Ministry of Road Transport and Highways (MORTH) to provide financial health protection to respective population groups. It is expected that few more will join in the future. The objective of Scheme convergence is to provide and improve access of validated Beneficiary Family Units to quality Primary (as applicable), secondary, tertiary inpatient care and day care surgeries for treatment of diseases and medical conditions inclusive of OPD and diagnostic care (as applicable) through a network of empanelled and non Health Care Providers for the risk covers defined in in the operation document of partner organization for reducing out of pocket health care expenses.

2. Beneficiaries

All Beneficiary or Beneficiary Family Units, as defined under scheme convergence shall be considered as **eligible** for benefits under the Scheme and be automatically be covered under the Scheme.These family units will be part of scheme convergence with AB-PMJAY universe and henceforth referred as scheme beneficiary.

a. Unit of Coverage

Unit of coverage under the Scheme shall be an individual or family units and each eligible individual or family unit of the Scheme shall be called scheme Beneficiary Unit. Family unit will comprise all eligible members in that family. Any addition in the family will be allowed only in case of marriage and/or birth/ adoption or as defined under scheme convergence.

Schedule 2: Exclusions to the Policy

The Insurer/NHA shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Beneficiary in connection with or in respect of:

i. Except those expenses covered under pre and post hospitalisation expenses, further expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes only during the hospitalized period and expenses on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician.
ii. Vaccination and immunization
iii. Surgeries related to ageing face & body, laser procedures for tattoo removals, augmentation surgeries and other purely cosmetic procedures such as fat grafting, neck lift, aesthetic rhinoplasty etc.

iv. Circumcision for children less than 2 years of age shall be excluded (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident)
v. Persistent Vegetative State: a condition in which a medical patient is completely unresponsive to psychological and physical stimuli and displays no sign of higher brain function, being kept alive only by medical intervention.
vi. Note : The exclusion list will get updated time to time with reference to convergence schemes and HBP.

Schedule 3: HBP

a. Schedule 3 (a) HBP 2.0
(will be provided at the time of MoU signing)

b. Schdule 3 (b): Guidelines for Unspecified Surgical Packages

All unspecified packages:
To ensure that eligible beneficiaries are not denied care, for treatments/procedures that do not feature in the listed interventions, there is an exclusive provision that has been enabled in the TMS (transaction management system) for blocking such treatments, subject to satisfying certain defined criteria (as mentioned).

When can Unspecified Surgical be booked/ criteria for treatments that can be availed:

i. Only for surgical treatments.
ii. Compulsory pre-authorization is in-built while selecting this code for blocking treatments.
iii. Cannot be raised under multiple package selection. Not applicable for medical management cases.
iv. Government reserved packages cannot be availed by private hospitals under this code. PPD/ CPD may reject such claims on these grounds. In addition, NHA may circulate Government reserved packages to all hospitals. Further, NHA will make a suitable mechanisms to refer such cases to the public system – as a means to avoid denial of care.
v. Cannot be booked for removal of implants, which were inserted under the same policy. Exceptions where removal of implants is not covered under any other package, to be approved by National Health Authority.
vi. In the event of portability, the home state approval team may either reject if a Government reserved package of the home state is selected by a private hospital in the treating state or consider on grounds of ‘emergency’.
vii. Aesthetic treatments of any nature cannot be availed under this code or as such under any other listed codes under scheme. Only medically necessary with functional purpose/ indications can be covered. The procedure should result in improving/restoring bodily function or to correct significant deformity resulting from accidental injury, trauma or to address congenital anomalies that have resulted in significant functional impairment.

viii. None of the treatments that fall under the exclusion list can be availed unless arising from disease or injury and which requires hospitalization for treatment etc.

ix. However, for life threatening cases e.g. of suicide attempt or accident due to excess consumption of alcohol, treatment shall be provided by the hospital till the patient's condition stabilizes.

x. In case ISA is getting multiple requests for the same unspecified package from multiple hospitals or for multiple patients, then the same should be taken up with the Medical Committee for inclusion in the package master within a defined time frame as per the NHA.

For deciding on the approval amount, the PPD may consider the rate of closest match of the requested surgery, in-listed under HBP of the schemes. It should be noted that the amount approved by the PPD would be sacrosanct, to be communicated to the hospital, and the CPD would not be able to deduct any amount or approve partial payment for that claim.

Unspecified package above 1 lakh: The unspecified package above 1 lakh, it is to be ensured that the same is approved only in (a) exceptional circumstances, as defined in respective schemes and/ or (b) for life saving conditions.
The following process to be adhered:

For Public and private Hospitals:

1. A standing Medical committee of NHA headed by (HN&QA) in consultation with parent organization to provide inputs on unspecified packages among their other deliverables.
2. CEO, NHA will approve every case after recommendation from the standing medical committee with details of treatment and pricing that is duly negotiated with the provider.
3. The price should be based on the principle of case based lump sum rate that includes all investigations, procedure cost, consumables and post-op care included – preferably citing rates as ceiling from any govt. purchasing scheme like CGHS etc. if available.
4. Upon approval of CEO, technical team will carry out backend change.

c. Schedule 3 (c) : Diffrential Pricing Guidelines:
Scheme convergence with Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-Jay) provides additional incentive on the procedure rate based on following criteria's:

S. No.	**Criteria**	**Incentive (Over and above base procedure rate)**
1	Entry level NABH / NQAS certification	10%
2	Full NABH / JCI accreditation	15%
3	Situated in Delhi or some other Metro*	10%
4	Aspirational district	10%
5	Running PG / DNB course in the empanelled specialty	10%

*Classification of Metro Cities:
1. Delhi (including Faridabad, Ghaziabad, Noida and Gurgaon)
2. Greater Mumbai
3. Kolkata

4. Bangalore/Bengaluru
5. Pune
6. Hyderabad
7. Cheenai
8. Ahemdabad

These percentage incentives are added by compounding. Any changes in incentive guideline in respect to scheme convergence project will be provided to ISA.

Schedule 4 : Quality Assurance of Empaneled Health Care Providers

i. The ISA, shall ensure the quality of sevice provided to the benificiaries in HCP.

ii. HCP has to monthly submit the online Self – Assesment checklist which can be accessed in HEM web portal portal in www. pmjay.gov.in to NHA (applicable only for those hospitals which are empanelled by NHA separately). NHA shall focus on low performing hospitals for further improvement.

iii. HCP under Scheme convergence will be encouraged by ISA to attain quality milestones by attaning AB PMJAY Quality Certification (Bronze, Silver and Gold) .

iv. Bronze Quality Certification is pre-entry level certificate in AB PMJAY Quality Certification. HCP under scheme convergence which do not possess any accreditation or certification from any other recognized certification body (NQAS, NABH & JCI) can apply for this certificate.

v. Bronze Quality Certified HCP can apply for AB PM-JAY Silver Quality Certification after completion of 6 months from the date of receiving Bronze certification. This certification is also benchmarked with NABH Entry Level / NQAS certification and HCP with these certifications can directly apply for Silver Quality Certification without getting Bronze Quality Certification with simplified process.

vi. Silver Quality Certified HCP can apply for AB PMJAY Gold Quality Certification after completion of 6 months from the date of receiving Silver certification. This certification is benchmarked with NABH full/ JCI accreditation and HCP with these certifications can directly apply for Gold Quality Certification without getting Silver or Bronze Quality Certification with simplified process

Schedule 5: Guidelines for Identification of Beneficiary Family Units

Brief Process Flow

1. The identification of beneficiary of scheme convergence shall be done on AB PM-JAY BIS platform as per the guideline available on www.pmjay.gov.in website or new platform to be established for the beneficiaries in respect to scheme convergence, if required. These families will be defined as per the criteria laid down by the respective scheme convergence. The process details will be provided to ISA before the start of services.

2. NHA will be responsible for carrying out Information, Education and Communication (IEC) activities amongst targeted beneficiaries such that they are aware of their entitlement, benefit cover, empanelled hospitals and process to avail the services under the scheme. This will include making available beneficiary family list at village level and educating them about the scheme, Mass media, etc. among other activities. The following IEC activities are designed to aid in Beneficiary Identification

    i. NHA in coordination with partner organization will prepare IEC plan to aware about the scheme beenfits and process to avail the services to beneficiaries included under the convergence project.
    ii. NHA, through States which are primarily covering AB PM-JAY beneficiaries are encouraged to create multiple service locations where these beneficiaries can check if they are covered. These include:
        - Contact points or kiosks set up at CSCs, PHCs, Gram Panchayat, etc
        - Empanelled Hospital
        - Self-check via mobile or web
        - Or any other contact point as deemed fit by States

3. Beneficiary identification will include but not limited to the following broad steps:
    i. The operator searches through the provided list to determine if the person is covered.
    ii. Search can be performed by Name and Location, Ration Card No, Employee ID, Driver licence number or Mobile number (collected during data drive) or valid ID as defined by NHA.
    iii. If the beneficiary's name is found in the, Aadhaar (or an alternative valid ID) and Ration Card (or an alternative valid family ID) is collected against the Name / Family. Other family IDs include the following options:
        - Government certified list of members
        - PM Letter: Document image (PM Letter) to be uploaded
        - valid Ids Specified under scheme convergence

        In case of unavailability of either of the above mentioned family IDs (if the benefit is based on family units), the NHA can decide to accept an Individual ID mentioning at least father/ mother/ spouse's name as a family ID. This will be accepted only in such cases where both individual's name and father/ mother/ spouse's name match as that in provided Scheme data.
    iv. The system determines a confidence score (threshold score defined by the system but not visible to operator/Pradhan Mantri Arogya Mitra) for the link based on how close the name / location / family members between the scheme record and documents is provided.
    v. The operator sends the linked record for approval to the ISA / NHA. The beneficiary will be advised to wait for approval from the ISA/ NHA.
    vi. ISA will setup a Beneficiary approval team that works on fixed service level agreements on turnaround time. The scheme details and the information from the ID is presented to the verifier. The ISA can either approve or recommend a case for rejection with reason.

vii. All cases recommended for rejection will be scrutinised by a NHA as per the scheme convergence guidelines. The NHA team will either accept rejection or approve with reason.

viii. The e-card will be printed with the unique ID and handed over to the beneficiary to serve as a proof for verification for future reference.

- The beneficiary will also be provided with a booklet/ pamphlet with details about scheme convergence and process for availing services wherever applicable.
- Presentation of this e-card (appendix 2: draft sample design) will not be mandatory for availing services. However, the e-card may serve as a tool for reinforcement of entitlement to the beneficiary and faster registration process at the hospital when needed.

4. Addition of new family members will be allowed as per the updated family database under scheme convergence projects. Under PM-JAY benefit extension scheme addition of new family members will be allowed in case at least one other family member has been approved by the ISA/NHA. Proof of being part of the same family is required in the form of:
   i. Name of the new member is in the family ration card or defined family card/database of the identified family member
   ii. A marriage certificate to identified family member is available (Husband/Wife)
   iii. A birth certificate to identified family member is available
   iv. An Adoption certificate to identified family member is available
   v. Any other process defined under scheme convergence projects

   Note: Any family member can be added in existing family database in-spite of his/her date of birth and addition of members is not limited only to new born and newly married, any member can be added to existing family database provided member can establish relation with a verified beneficiary.

5. National Portability has been released. PMAM'S can now search the beneficiary from any state other than their Home State and do their KYC. For this, a dropdown list is provided, which gets activated on clicking the" CHANGE STATE" button.
   i. Having selected the state, an alert dialog box will appear to check if user wants to change the state.
   ii. Upon confirming, the state is changed, and another dialog box will appear to confirm the change of state.

   Approval by ISA/NHA

   The selected ISA is to perform the verification of the BIS request of identified beneficiaries. The team needs to work with a strong Service Level Agreements (SLA) on turnaround time. Approvals are expected to be provided within 30 minutes back to the operator on a 24x7 basis.

   The Approver is presented the Beneficiary Identity Document and the beneficiary data side by side for validation along with the confidence score. The lowest confidence score records are presented first.

   If the operator has uploaded the individual or Family Identity document.

The approver must ensure that there exists at least a two member overlap between source family members and members mentioned in the produced family document (e.g. Ration card etc.)
The Approver has only 2 choices for each case – Approve or Recommend for Rejection with Reason
The System maintains a track of which Operator is Approving / Recommending for rejection.
The ISA/NHA can analyze the approval or rejection pattern of each of the operators.

A Acceptance of Rejection Request by ISA

The NHA will setup a team that reviews all the cases recommended for Rejection. The team reviews the data provided and the reason it has been recommended for rejection. If the NHA agrees with the ISA, it can reject the case.
If the NHA disagrees with ISA, it can approve the case. The person making the decision is also tracked in the system. The NHA review role is also SLA based and a turnaround is expected in 24 hours on working hour basis.

B Addition of Family Members

The AB PM-JAY and convergence schemes allows addition of new family members if they became part of the family either due to marriage or by birth. In order to add a family member, at least one of the existing family members needs to be verified and the identity document used for the verification must be Aadhaar or the new family member's data has been updated on scheme convergence master database.
To add the additional member, the family must produce:

- The name of the additional member in a scheme approved family document like Ration Card OR family database
- A birth certificate linking the member to the family OR
- A marriage certificate linking the member to the family OR
- An Adoption certificate to identified family member is available.

Note: For PM-JAY benefit extension scheme any family member can be added in existing family database in-spite of his/her date of birth is after or before 2011 and addition of members is not limited only to new born and newly married, any member can be added to existing SECC family provided member can establish relation with a verified beneficiary and the identity document used for the verification must be Aadhaar.

C Monitoring of Beneficiary identification and e-card printing process

Responsibility of – NHA
Timeline – Continuous
NHA will have very close monitoring of the process in order to ascertain challenges, if any, being faced and resolution of the same. Monitoring of verification process may be based on following parameters:

- Number of contact points and HR deployed/ Number and type of HR
- Time taken for issuance of e-card of each member

- Percentage of families with at least one member having issued e-card out of total eligible families.
- Percentage of members issued e-cards out of total eligible members
- Percentage of families with at least one member verified out of total eligible families in scheme convergence data (if applicable)
- Percentage of members issued e-card out of total eligible members in scheme data
- Percentage of total members where Aadhaar was available and captured and percentage of members without Aadhaar number
- Percentage of total members where mobile was available and capture

Schedule 6: Guidelines for Empanelment of Health Care Providers and Other Related Issues

Benefit entiteled under the scheme are being provided through wide range of empanlled private & public hospitals. The scheme also offers the unique facility, which support beneficiary to avail services outside their state boundery. For the purpose of this tender, ISA will use these wide range of already empaneled network hospitals in providing services to entiteled beneficiaries. Following are the general guideline adopted for empanelment of hospitals at state and national level

National Level: Ensuring access and delivery of safe, quality health services to its beneficiaries, Health care services under AB-PMJAY is provided through a network of public hospitals and empanelled private providers. NHA is committed to developing a strategic partnership with providers, in this regard, all medical establishments having inpatient hospitalizations under MoHFW including institutions of national significance into the provider network of AB-PMJAY to strengthen service delivery under mission. These hospitals are part of National Healthcare Provider (NHCP) list empanelled by NHA. To improve the access and quality health care services, private institutions with high quality of care, including the treatment of rare diseases and complex patients, the provision of specialized services, advanced technology and including innovations in clinical care are also being empanelled under AB-PMJAY. These private institutions will be part of Healthcare Provider (HCP) list under scheme convergence. These Hospitals will be portable to provide services for all States irrespective of its home state of location.

NHA through the Health & Benefit package and Quality Assurance (HNW&QA) team will empanel private and public health care service providers as per the guidelines.

State Level : Basic Principles

For providing the benefits envisaged under the Mission, the State Health Agency (SHA) have empanel or will empanel or cause to empanel private and public health care service providers and facilities in their respective State/UTs as per these guidelines. These empaneled hospitals will also extend services to scheme convergence beneficiaries.

Schedule 7: List of Health Care Providers under the Scheme

Please refer information available on www.pmjay.gov.in website

Schedule 8: Payment Guidelines

ISA shall be paid a fee as per fees quoted by the ISA for servicing the scheme beneficiary family units or the monthly minimum prescribed payment (Rs. 9.6 lakh) as per the requisite minimum HR provided in schedule 15, whichever is higher. The Fee shall be payable by NHA in quarterly basis however, the calculation of fee will be done on monthly basis.

All quarterly payment shall be payable by NHA after receiving a request / invoice from ISA. Such request /invoice should be sent to NHA by ISA at least 15 days before the due date of payment of instalments.

The ISA agrees to ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, HCP, or any other functionary associated with AB PM-JAY in the state for the scheme convergence related activities, unless otherwise specifically permitted by NHA

The violation of clause 9.3 (contract document) shall be considered as a fraudulent act, an event of default and a criminal breach of trust and shall invoke action from NHA under the provisions of the Anti-Fraud Guidelines issued by the NHA and the provisions of this Contract

Taxes

The ISA shall protect, indemnify and hold harmless the National Health Authority, from any and all claims or liability to:

a. pay any statutory levies or taxes assessed or levied by any competent tax authority on the ISA or on the National Health Agency for or on account of any act or omission on the part of ISA; or

b. on account of the ISA's failure to file tax returns as required by applicable Laws or comply with reporting or filing requirements under applicable Laws relating to Goods and Service Tax Laws; or

c. Arising directly or indirectly from or incurred by reason of any misrepresentation by or on behalf of the ISA to any competent tax authority in respect of the service tax.

Schedule 9: Portability

1. Guidelines for Portability

An Health Care Provider (HCP) under NHA in any state should provide services as per scheme guidelines to beneficiaries from any other state also participating in AB-PMJAY or approved convergence scheme. This means that a beneficiary will be able to get treatment outside the HCP network of his/her Home State.
Any empanelled hospital under AB-PMJAY will not be allowed to deny services to any eligible beneficiary. All interoperability cases shall be mandatorily under pre-authorisation mode and pre-authorisation guidelines of the treatment delivery state in case of AB-PMJAY implementing States / UTs or indicative pre-authorisation guidelines as issued by NHA, shall be applicable.

2. Enabling Portability

To enable portability under the scheme:

i. **States**: Each of the States participating in AB PM-JAY will sign MoU with Central Government which will allow all the hospital empanelled hospitals by that state under AB PM-JAY to provide services to eligible beneficiaries of other States and scheme convergence from across the country. Moreover, the state shall also be assured that its AB PM-JAY and state beneficiaries will be able to access services at all AB-PMJAY empanelled hospitals seamlessly in other states across India.

ii. **Empanelled hospitals**: The Empanelled Hospital shall have to sign a tripartite contract with its insurance company and State Health Agency (in case of Insurance Model) or with the Trust which explicitly agrees to provide services to AB-PMJAY & scheme convergence beneficiaries from both inside and outside the state and the Insurance Company/Trust agrees to pay to the HCP through the inter-agency claim settlement process, the claims raised for beneficiaries that access care outside the state in NHA healthcare provider network.

iii. **Insurance companies/Trusts**: The Insurance Company (IC) signs a contract with all other IC's and Trusts in the States / UTs under AB-PMJAY to settle down the interoperability related claims within 30 days settlement so that the final payment is made for a beneficiary by the Insurance Company or Trust of his/her home state.

iv. **IT systems:** The IT System will provide a central clearinghouse module where all inter-insurance, inter trust and trust-insurance claims shall be settled on a monthly/bi-monthly basis. The IT System will also maintain a Balance Check Module that will have data pushed on it in real time from all participating entities. The central database shall also be able to raise alerts/triggers based on suspicious activity with respect to the beneficiary medical claim history based on which the treatment state shall take necessary action without delay.

v. **Grievance Redressal:** The Grievance Redressal Mechanism will operate as in normal cases except for disputes between Beneficiary of Home State/scheme convergence and HCP or IC of Treatment State and between Insurance Companies/Trusts of the Home State and Treatment State. In case of dispute between Beneficiary and HCP or IC, the matter shall be placed before the SHA of the treatment state and NHA. The IC/Trusts of Home State should be able to raise real time flags for suspect activities with the ISA of scheme convergence/NHA and shall conduct a basic set of checks as requested by the Home State IC/Trust. These clauses have to be built in into the agreement between the ICs and the Trusts. The NHA shall hold monthly mediation meetings for sorting out intra-agency issues as well as sharing portability related data analytics.

vi. **Fraud Detection:** Portability related cases will be scrutinized separately by the NHA for suspicious transactions, fraud and misuse. Data for the same shall be shared with the respective agencies for necessary action. The SHAs, on their part, must have a dedicated team for conducting real time checks and audits on such flagged cases with due diligence. The IC working in the State where benefits are delivered shall also be responsible for fraud prevention and investigation.

3. Implementation Arrangements of Portability

i. **Packages and Package Rates**: The Package list for portability will be the list of mandatory scheme packages released by the NHA and package rates as applicable and modified by the Treatment State or under scheme convergence will be applicable. The Clause for honouring these rates by all ICs and Trusts shall have to be built into the agreement.

   a. Clauses for preauthorization requirements and transaction management system shall be as per the treatment state guidelines.

   b. The beneficiary balance, reservation of procedures for public hospitals as well as segmentation (into secondary/tertiary care or low cost/high cost procedures) shall be as per the scheme convergence guidelines.

   c. Therefore, for a patient of scheme convergence, taking treatment in Tamil Nadu for CTVS in an HCP – balance check and reservation of procedure check will be as per scheme convergcen rules, but TMS and preauthorization requirements shall be as per TN rules. The hospital claim shall be made as per TN rates for CTVS by the TN SHA (through IC or trust) and the same rate shall be settled at the end of every month by the NHA (through ISA).

ii. **Empanelment of Hospitals:** The SHA of every state in alliance with NHA shall be responsible for empanelling hospitals in their territories. This responsibility shall include physical verification of facilities, specialty related empanelment, medical audits, post procedure audits etc.

   a. For empanelment of medical facilities that are in a non AB-PMJAY state, any AB-PMJAY state or NHA can separately empanel such facilities. Such HCP shall become a member of provider network under scheme convergence. NHA can

also empanel a CGHS and other scheme empanelled provider for scheme convergence across Country.

b. Each SHA which empanels such a hospital shall be separately and individually responsible for ensuring adherence of all scheme requirements at such a hospital.

iii. **Beneficiary Identification:** In case of beneficiaries that have been verified under scheme convergence, the treatment state HCP shall only conduct an identity verification and admit the patient as per the case, as applicable.

a. In case of beneficiaries that have not been so verified, the treatment HCP shall conduct the Beneficiary Identification Process and eligibility verification to the scheme convergence.
b. The ISA shall validate and send back a response in priority with a service turnaround time of 30 minutes. In case the ISA does not send a final response, deemed verification of the beneficiary shall be undertaken and the record shall be included in the registry. The scheme convergence software will create a balance for such a family entry.
c. The empanelled hospital will determine beneficiary eligibility and send the linked beneficiary records for approval to the ISA of scheme convergence. The beneficiary approval team of the ISA of scheme convergence will accept/reject the case and convey the same to the health care provider or Insurance company/trust in the State of hospital which will then inform the same to the hospital. In case the beneficiary has an E-Card (that is, he/she has already undergone identification earlier), after a KYC check, the beneficiary shall be accepted by the HCP.
d. If the NHA and the SHA agree to provide interoperability benefits to the entire Home State Beneficiary List, the identification module shall also include the Home State Beneficiary Database for validation and identification of eligible beneficiaries.

iv. **Balance Check:** After identification and validation of the beneficiary, the balance check for the beneficiary will be done as per scheme. The balance in the home state shall be blocked through the necessary API and updated once the claim is processed. The NHA may provide a centralised balance check facility.

v. **Claim Settlement**: A claim raised by the empanelled hospital will first be received by the Trust/Insurer of the Treatment State which shall decide based on its own internal processes. The approval of the claim shall be shared with the ISA of scheme convergence or NHA which can raise an objection on any ground within 3 days. In case the ISA of scheme convergence or NHA no objection, the Treatment State IC/Trust shall settle the claim with the hospital. In case the Home State raises an objection, the Treatment State shall settle the claim as it deems fit. However, the objection of the Home State shall only be recommendatory in nature and the Home State shall have to honour the decision of the Treatment State during the time of interagency settlement.

vi. **Fraud Management**: In case the ISA of scheme convergence or NHA has identified fraudulent practices by the empanelled hospital, ISA of scheme convergence or NHA should inform the SHA of the Treatment State of HCP along with the supporting documents/information. The SHA of the Treatment State shall undertake the necessary action on such issues and resolution of such issues shall be mediated by the NHA during the monthly meetings.

vii. **Expansion of Beneficiary Set:** In case, there is an alliance between AB-PMJAY and any other scheme, the above process for portability may be followed for all beneficiaries of the scheme convergence with AB PM-JAY.

viii. **IT Platform:** The states using their own platform shall have to provide interoperability with the central transaction and beneficiary identification system to operationalize guidelines for portability for scheme.

ix. **Modifications:** The above guidelines may be modified from time to time by the National Health Agency and shall apply on all the states participating in the Pradhan Mantri Jan Arogya Yojana and all projects under scheme convergence.

Schedule 10: Template for Medical Audit

1. Template for Medical Audit

AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA ID		Hospital ID	
Patient Name		Hospital Name	
Case No.		Hospital Contact No.	
Date of Admission		Date of Discharge	
Date of Audit		Time of Audit	
Name of the Auditor		Contact No. (Auditor)	

2. Audit Observations

No.	Criteria	Yes	No	Comments
1.	**Does each medical record file contain:**			
a.	Is discharge summary included?			
b.	Are significant findings recorded?			
c.	Are details of procedures performed recorded?			
d.	Is treatment given mentioned?			
e.	Is patient's condition on discharge mentioned?			
f.	Is final diagnosis recorded with main and other conditions?			
g.	Are instructions for follow up provided?			
2.	**Patient history and evidence of physical examination is evident.**			
a.	Is the chief complaint recorded?			
b.	Are details of present illness mentioned?			
c.	Are relevant medical history of family members present?			
d.	Body system review?			
e.	Is a report on physical examination available?			
f.	Are details of provisional diagnosis mentioned?			
3.	**Is an operation report available? (only if surgical procedure done)**			
a.	Does the report include pre-operative diagnosis?			
b.	Does the report include post-operative diagnosis?			
c.	Are the findings of the diagnosis specified?			
d.	Is the surgeon's signature available on records?			
e.	Is the date of procedure mentioned?			
4.	**Progress notes from admission to discharge**			
a.	Are progress reports recorded daily?			
b.	Are progress reports signed and dated?			
c.	Are progress reports reflective of patient's admission status?			

No.	Criteria	Yes	No	Comments
d.	Are reports of patient's progress filed chronologically?			
e.	Is a final discharge note available?			
5	Are pathology, laboratory, radiology reports available (if ordered)?			
6	Do all entries in medical records contain signatures?			
a.	Are all entries dated?			
b.	Are times of treatment noted?			
c.	Are signed consents for treatment available?			
7	Is patient identification recorded on all pages?			
8	Are all nursing notes signed and dated?			

Overall observations of the Auditor:

Significant findings:

Recommendations:

_____

Signature of the Auditor
Date:

Schedule 11: Template for Hospital Audit

1. Template for Hospital Audit

Hospital Name		Hospital ID	
Hospital Address			
Hospital Contact No.			
Date of Audit		Time of Audit	
Name of the Auditor		Contact No. (Auditor)	

2. Audit Observations

No.	Criteria	Yes	No	Comments
1.	Was there power cut during the audit?			
2.	If yes, what was the time taken for the power back to resume electric supply?			
3.	Was a AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA kiosk present in the reception area with proper IEC material?			
4.	Was any AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA trained staff present at the kiosk?			
5.	Did you see the AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Empanelled Hospital Board with scope of services displayed near the kiosk in the reception and other prominent areas?			
6.	Was the kiosk prominently visible?			
7.	Was the kiosk operational in local language?			
8.	Were AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA brochures available at the kiosk?			
9.	Were the toilets in the OPD and IPD areas clean?			
10.	Was drinking water available in the OPD and IPD areas for patients?			
11	Were sanctioned beds/functional beds available as per the claimed beds by hospital during empanelment?			
12	Was qualified HR (full time/part time) as per the scope of services?			
13	Was the basic physical infrastructure of hospital clean and intact?			
14	Were diagnostic facilities (inhouse/outsourced*) as per the scope of services?			
15	Was functional ambulance (inhouse/outsourced*) available during visit?			

No.	Criteria	Yes	No	Comments
* For outsources services – check signed MoU				

Overall observations of the Auditor:

Significant findings:

Recommendations:

_____

Signature of the Auditor
Date:

Schedule 12: Key Performance Indicators

SN	Summary of Key Performance Indicators
A.	Initial Setting up - KPIs
B.	Performance – KPIs
C.	Audit Related – KPIs
D.	Payment – KPIs
E.	Productivity - KPIs

A. Initial Setting up KPIs				
SN	**KPIs**	**Timeline**	**Measure and Explanation**	**Penalty**
1.	**Setting up of a Project Office (PO) and Appointment of Project Lead and other Staff (As per Schedule 15) at PO for co-ordination and Scheme implementation**	Up to 30 days after signing of ISA Contract.	Within 30 days of signing of the contract, ISA shall establish PO with required staff and submit the sworn undertaking of the same to CEO-NHA • Establishment of the State Project Office • Appointment of State Project Head • Appointment of other required staff	Rs. 25,000 per week of delay beyond and part thereof in setting-up* SPO as required
*Setting-up of SPO: Setting up of Project Office (PO) includes establishment of the PO and also putting in place all the staff as per Schedule 15: (all the logistic requirements such as laptops, mobile and any other requirments for scheme implemention shall be the responsibility of ISA)				

B. Performance KPIs				
SN	**KPIs**	**Timeline**	**Baseline KPI Measure**	**Penalty**
1.	**E-card verification and approval**	• 30 Mins: Action on Verification Request from hospitals,	95% Compliance	• Penalty of Rs 100 of each card delayed beyond given TAT • Penalty of Rs 500 each incorrect verification/approval of e-card by ISA
			100% compliance	In case any claim is adjudicated out of wrongly approved BIS card by ISA, then penalty of three times over and above the claim amount
2.	**Pre-authorisation**	Action within 6 * hours: of raising preauthorization request (all auto approvals beyond 6 hours will be considered non-compliance)	95% Compliance	• Compliance from compliance below 95% upto 90% then penalty of 5% of the monthly total delayed preauthorization amount • Compliance below 90% upto 85% then penalty of 10% of the monthly total delayed preauthorization amount • Compliance below 85% then penalty of 20% of the monthly total delayed preauthorization amount with one instance of triggering of SPD** (for calculation, monthly delayed preauthorization amount shall be the amount for delayed pre-authorizations for the admissions in that month. Penalty shall be calculated on this amount and shall be recovered from the ISA every quarter, please see Clause 23.5) *Example: if the ISA handled 100 preauthorization in the month and failed to meet TAT for 16 cases, 20% preauthorization amount of only these 16 cases will be charged as penalty from next instalment of the premium.* *Even if the preauthorization is rejected, not meeting the TAT will invite the penalty*

B. Performance KPIs				
SN	**KPIs**	**Timeline**	**Baseline KPI Measure**	**Penalty**
			100% compliance	In case of wrongful pre-authorization approval, penalty of three times over & above the preauthorization amount
3.	**Scrutiny, Claim processing and payment of the claims**	Action within 15 days of claim submission for claims within state and 30 days & for claims from outside state (Portability cases). (This is applicable if the ISA fails to process the Claims within a 7 days for a reason other than delay on the part of NHA, if any)	100% Compliance	If the ISA fails to make the Claim Payment within Turn Around Time (TAT)***, then the ISA shall be liable to pay a penal interest to the HCP at the rate of 0.1% for each claim amount for every day of delay or the part thereof on every delayed claim. • If the compliance in the month falls below 85% of number claims, it will be treated as one instance of SPD trigger *Example: if the ISA processed 100 claims in the month and failed to meet TAT for 16 claims, it will be liable to pay penalty of 0.1% for each claim per day of these 16 claims to HCPs. It will also be treated as one instance of triggering of SPD*
			100% Compliance	In case any claim is adjudicated wrongly then penalty of three times over and above the claim amount
4.	**Delays in compliance to the grievances (actionable by ISA) or orders of the Grievance Redressal Committee (GRC)**	Beyond 30 days of the date of the order of the GRC	100% Compliance	Rs. 25,000 per week or part thereof in case of compliance to orders of the grievance redressal. Rs. 5,000 per grievance for not adhering to the TAT/inadequate/incorrect grievance redressal in case of grievances actionable by ISA

B. Performance KPIs				
SN	**KPIs**	**Timeline**	**Baseline KPI Measure**	**Penalty**

- *6 hours: As per threshold set in TMS
- ** Service Provider Default (SPD) is special termination clause in the agreement and triggering of which is a failure to meet baseline KPIs and will be considered as Default by ISA. Default herein shall occur if SPD trigger
    - Occurs 8 (eight) times during any one year of the agreement

  In this event, agreement with ISA is liable for termination and IRDAI shall be informed to take stringent actions against ISA under relevant rules. However, SPD triggers shall only be applicable from 3rd month of signing of the contract
- Penalty amount for Performance KPIs shall be calculated each month and ISA shall pay all penalties imposed by the NHA within 7 working days of receipt Penalty Notice from NHA (Clause 23.5).
- At any point during term of contract, if penalty amount is 10% of the total contract value, contract shall be liable to be terminated
- *** in case of claims processing, TAT will be determined as days during which claim is with ISA (Excluding the days claim is pending at HCPs end)

  Example: 1
  The day HCP raises claim will be treated as Day 1
  If ISA raises query on Day 4,
  and HCP complies with query on Day 10,
  ISA takes action (accepting or rejection of claim) on Day 12
  Payment on Day 15
  in this case (4-1=3) days + (15-10=5) days, hence TAT determined is 3+5=8 days

  Example 2:
  The day HCP raises claim will be treated as Day 1
  If ISA raises query on Day 4,
  and HCP complies with query on Day 10,
  ISA raises another query on Day 11
  HCP complies with second query on Day 14
  HCP accepts approves the claim on Day 16
  Payment on Day 17

B. Performance KPIs				
SN	**KPIs**	**Timeline**	**Baseline KPI Measure**	**Penalty**
	in this case (4-1=3) days + (11-10=1) days+ (17-14=3) days, hence TAT determined is 3+1+3=7 days			

C. Audit Related KPIs				
SN	**KPIs**	**Sample**	**Baseline KPI Measure**	**Penalty**
1.	**Preauthorization Audits**	5% of total preauthorization's across disease specialities per quarter	100% compliance	Rs. 50,000 per missing audit report per quarter If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
2.	**Claims Audit (Approved Claims)**	5% of total claims of the quarter	100% compliance	Rs. 50,000 per missing audit report per quarter If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
3.	**Medical Audits (Desk)**	5% of total hospitalization cases per quarter	100% compliance	Rs. 50,000 per missing audit report per quarter If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
4.	**Death Audits (Desk)**	100%	100% compliance	Rs. 50,000 Per missing death audit report per quarter If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
5	Beneficiary audit during hospitalization **(though support of SHA/NHA)**)	5% of total hospitalized beneficiaries in that quarter	100% compliance	Rs. 50,000 per missing beneficiary (on phone) audit report If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers

C. Audit Related KPIs				
SN	**KPIs**	**Sample**	**Baseline KPI Measure**	**Penalty**
6.	**Beneficiary Audit-On Phone (Through NHA Call Centre)**	5% of total hospitalized beneficiaries in that quarter	100% compliance	Rs. 50,000 per missing beneficiary (on phone) audit report If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
7.	**Beneficiary Audit-Home Visit (though support of SHA/NHA)**	1% of total hospitalized beneficiaries in that quarter	100% compliance	Per 50,000 per missing beneficiary (on phone) audit report If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers

- While conducting the audit, NHA shall ensure not more than 20% of sample size of overlapping of beneficiaries across audits except SN. 4.
- Sample size shall be equally distributed across all the districts in the state and also ensuring coverage of all suspect entities
- For the purpose of computing above audit percentages, cases from public hospitals shall be excluded. NHA may give directions regarding inclusion of cases from public hospitals for the audits.
- If submitted audit report dues not mention required sample size or details, it will be treated as non-submission of audit report
- Audit reports shall contain details as required in Anti-Fraud Guidelines published by NHA
- Greiavnce resolution shall be conducted as prescribed by Greiavcne Redressal guideline for Scheme convergence.
- ISA shall ensure audits to be conducted as prescribed by Anti-Fraud Guidelines, however penalty is only applicable on above audit reports

D. Payment KPIs			
SN	**Availability KPIs**	**Timeline**	**Penalty**
1.	**Fees Payment by NHA**	Fees payment as per schedule	Interest @ 1% on due premium amount for every 30 days' delay or part thereof shall be paid by the NHA to the ISA[#]

E. Productivity* KPIs for Key Staff by ISA				
SN	**Designation**	**Benchmark**	**Location**	**Brief Roles and Responsibilities**
1	**PPD**	100-120 Pre-authorization request per person per day	SPO/Central Office of ISA	• Approve/assign/reject pre-auth request • Raise query/send for clarification to hosp. • Trigger investigation
2	**CEX**	100-120 IPD claims processing per person per day or 250-300 OPD claims processing per person per day	SPO/Central Office of ISA	• Verification on non technical documents, reports, dates verification • Forward case to CPD for processing with inputs
3	**CPD**	70-100 IPD claims per person per day or 200-250 OPD claims processing per person per day	SPO/Central Office of ISA	• Verification of technical information eg. Diagnosis, clinical treatment, notes, evidences, etc. • Approve/assign/reject a claim • Raise query/as for clarification • Trigger investigation
• * ISA shall make the staff available as detailed in as per the listed work in this RFP dcouments, however productivity KPIs will be applicable on above staff on given parameters. • ISA shall ensure that preauthorization and claim approval and rejection shall be approved by an MBBS doctor				

Schedule 13: Indicative Fraud Triggers but not limited to following

Claim History Triggers

1. Impersonation.
2. Mismatch of in-house document with submitted documents.
3. Claims without signature of the Beneficiary on pre-authorisation form.
4. Second claim in the same year for an acute medical illness/surgical.
5. Claims from multiple hospitals with same owner.
6. Claims from a hospital located far away Beneficiary's residence, pharmacy bills away from hospital/residence.
7. Claims for hospitalization at a hospital already identified on a "watch" list or blacklisted hospital.
8. Claims from members with no claim free years, i.e. regular claim history.
9. Same Beneficiary claimed in multiple places at the same time.
10. Excessive utilization by a specific member belonging to the Beneficiary Family Unit.
11. Deliberate blocking of higher-priced Package Rates to claim higher amounts.
12. Claims with incomplete/ poor medical history: complaints/ presenting symptoms not mentioned, only line of treatment given, supporting documentation vague or insufficient.
13. Claims with missing information like post-operative histopathology reports, surgical / anaesthetist notes missing in surgical cases.
14. Multiple claims with repeated hospitalization (under a specific policy at different hospitals or at one hospital of one member of the AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary Family Unit and different hospitals for other members of the AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary Family Unit), multiple claims towards the end of Policy Cover Period, close proximity of claims.

Admissions Specific Triggers

1. Members of the same Beneficiary Family Unit getting admitted and discharged together.
2. High number of admissions.
3. Repeated admissions.
4. Repeated admissions by the beneficiary or of members of the Beneficiary Family Unit.
5. High number of admissions in odd hours.
6. High number of admissions in weekends/ holidays.
7. Admission beyond capacity of hospital.
8. Average admission is beyond bed capacity of the HCP in a month.
9. Excessive ICU admission.
10. High number of admissions at the end of the Policy Cover Period.
11. Claims for medical management admission for exactly 24 hours to cover OPD treatment, expensive investigations.
12. Claims with Length of Stay (LoS) which is in significant variance with the average LoS for a particular ailment.

Diagnosis Specific Triggers

1. Diagnosis and treatment contradict each other.
2. Diagnostic and treatment in different geographic locations.
3. Claims for acute medical Illness which are uncommon e.g. encephalitis, cerebral malaria, monkey bite, snake bite etc.
4. Ailment and gender mismatch.
5. Ailment and age mismatch.
6. Multiple procedures for same Beneficiary – blocking of multiple packages even though not required.
7. One-time procedure reported many times.
8. Treatment of diseases, illnesses or accidents for which an Health Care Provider is not equipped or empanelled for.
9. Substitution of packages, for example, Hernia as Appendicitis, Conservative treatment as Surgical.
10. Part of the expenses collected from scheme Beneficiary for medicines and screening in addition to amounts received by the ISA.
11. ICU/ Medical Treatment blocking done for more than 5 days of stay, other than in the case of Critical Illness.
12. Overall medical management exceeds more than 5 days, other than in the case of Critical Illness.
13. High number of cases treated on an OOP basis at a given provider, post consumption of financial limit.

Billing and Tariff based Triggers

1. Claims without supporting pre/ post hospitalisation papers/ bills.
2. Multiple specialty consultations in a single bill.
3. Claims where the cost of treatment is much higher than expected for underlying etiology.
4. High value claim from a small hospital/nursing home, particularly in class B or C cities not consistent with ailment and/or provider profile.
5. Irregular or inordinately delayed synchronization of transactions to avoid concurrent investigations.
6. Claims submitted that cause suspicion due to format or content that looks "too perfect" in order. Pharmacy bills in chronological/running serial number or claim documents with colour photocopies. Perfect claim file with all criteria fulfilled with no deficiencies.
7. Claims with visible tempering of documents, overwriting in diagnosis/ treatment papers, discharge summary, bills etc. Same handwriting and flow in all documents from first prescription to admission to discharge. X-ray plates without date and side printed. Bills generated on a "Word" document or documents without proper signature, name and stamp.

General

1. Qualification of practitioner doesn't match treatment.
2. Specialty not available in hospital.
3. Delayed information of claim details to the ISA.
4. Conversion of OP to IP cases (compare with historical data).
5. Non-payment of transportation allowance.
6. Not dispensing post-hospitalization medication to Beneficiaries.

Schedule 14: Indicators to Measure Effectiveness of Anti-Fraud Measures but not limited to below points

1. Monitoring the number of grievances per 1,00,000 scheme Beneficiaries.
2. Proportion of Emergency pre-authorisation requests.
3. Percent of conviction of detected fraud.
4. Share of pre-authorisation and claims audited.
5. Claim repudiation/ denial/ disallowance ratio.
6. Number of dis-empanelment/ number of investigations.
7. Share of scheme Beneficiary Family Units physically visited by Scheme functionaries.
8. Share of pre-authorisation rejected.
9. Reduction in utilization of high-end procedures.
10. Scheme Beneficiary satisfaction.
11. Share of combined/ multiple procedures investigated.
12. Share of combined/ multiple procedures per 1,00,000 procedures.
13. Pre-authorisation pendency rate and Claim pendency rate per 100 cases decided OR percent of pre-authorisation decided after additional observation being attended + correlated with frauds detected as a consequence of this effort.
14. Instances of single disease dominating a geographical area/Service area are reduced.
15. Disease utilization rates correlate more with the community incidence.
16. Number of FIRs filed.
17. Number of enquiry reports against hospitals.
18. Number of enquiry reports against ISA or SHA staff.
19. Number of charge sheets filed.
20. Number of judgments received.
21. Number of cases discussed in Empanelment and Disciplinary Committee.
22. Reduction in number of enhancements requested per 100 claims.
23. Impact on utilization.
24. Percent of pre-audit done for pre-authorisation and claims.
25. Percent of post-audit done for pre-authorisation and claims.
26. Number of staff removed or replaced due to confirmed fraud.
27. Number of actions taken against hospitals in a given time period.
28. Number of adverse press reports in a given time period.
29. Frequency of hospital inspection in a given time period in a defined geographical area.
30. Reduction in share of red flag cases per 100 claims.

Schedule 15: Minimum HR Requirements

The ISA shall ensure that it shall at all times during the Tenure of the Contract, maintain at a minimum, the following number of Personnel having, at a minimum, the requisite qualifications and experience. If required ISA must deploy additional HR to comply with the defined activities and KPIs. A total of fix monthly expense of Rs.9.6 lakh inclusive of salary and all other expenses for the HR defined in table below will be provided to ISA in case the monthly invoice as per the quoated rates is below the fixed monthly amount. The Project lead will be placed at NHA office for better coordination. Details of HR given below;

S No.	Role	Activities by Role	Activity Definition	Minimum Qualification	Minimum HR (from day one of policy)
1	Project Lead	ISA lead	Overall coordinator of ISA's operations at NHA	MBA or Postgraduate Diploma in Business Administration or MBA (healthcare) or Master of Health Administration or public Health or similar equivalent degree/ diploma; medical degree will be of additional advantage. Preferably at least 5 years in managing health insurance or TPA.	1
2	BIS Approver & audit	Approval or Rejection of e-Cards	Approval or rejection and desk audit of e-cards	Science graduate with computer proficiency	5
3	Claims Adjudicator	Pre-auth Processing Doctor	Approval or rejection of pre-auth (non-auto-approval packages)	MBBS from a recognized medical college. Experience in insurance or TPA industry in the area of provider claim processing and audit is desirable.	3
		Claim Executive	Review and scrutiny of claim documents	Science graduate with experience in claim processing	3
		Claims Processing Doctor	Approval or rejection of claims	MBBS from a recognized medical college. Experience in insurance or TPA industry in the area of provider claim processing and audit is desirable.	3

S No.	Role	Activities by Role	Activity Definition	Minimum Qualification	Minimum HR (from day one of policy)
4	Claims & medical Audit	Pre-Auth, Claims Audit, Beneficiary, Medical and Death Audit (desk)	Validation of Adjudication triggers through desk audit, taking penal action	MBBS from a recognized medical college. Experience in insurance or TPA industry in the area of provider claim processing and audit is desirable.	1
Total					**16**

Note: The above HR deployed would not be used for any other purposes directly or indirectly, if found, would attract criminal liability apart from breach of contract provision. Also the deployed HR shall fullfill the minimum qualification criteria otherwise payment shall not be released for that particular tenure.

Schedule 16: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non- Disclosure Agreement **("Agreement")** is entered into on this … day of _____, 2020**("Effective Date")** by and between:

National Health Agency, Govt of Indiarepresented by the _Chief Executive officer, having its office located at 9th floor, tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi_which expression shall, unless repugnant to the context, include its successors and assigns (hereinafter referred to **as "NHA")**

And

M/s. _____ a company registered under the Companies Act 1956 and having its registered office at _____ represented by Mr. _____ which expression shall, unless repugnant to the context include its successors (hereinafter referred as "**the ISA**")

NHA and ISA shall hereinafter be referred individually as Party/ as specified hereinabove and jointly as "**Parties**".

Whereas:

A. NHA is constituted with an objective of implemention of 'scheme convergence with Ayushman Bharat Pradhan Mantri Jan Arogya Yojana.
B. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana **(AB PM-JAY)** in alliance with state governments. AB PM-JAY is targeting over 10 crore poor and vulnerable beneficiary families. Thus, SHA is playing a critical role in **fostering linkages as well as convergence of ABPM-JAY** with health and related programs of the Central and State Governments.
C. Scheme Convergence shall refer to schemes managed and administered by the National Health Authority, Government of India in partnership with other organizations with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions inclusive of OPD and diagnostic care (as applicable) through a network of empanelled and non Health Care Providers for the risk covers defined in in the operation document of partner organization for reducing out of pocket health care expenses
D. The ISA is carrying on business of_____.
E. NHA is [contemplating engaging the services of the ISA) for [specify Purpose] (the "Purpose") and for this Purpose, the ISA shall come into contact with certain confidential information;
F. NHA desires to ensure that strict confidentiality is maintained by the ISA regarding its relationship with SHA/partner organizations and also regarding the confidential information which comes to the knowledge of ISAS in connection with the Purpose;
G. The Parties desire to set forth their rights and obligations with respect to the use, dissemination and protection of the confidential information accessed by the ISA.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed as follows:

1. **Definitions**

In this Agreement, the following terms shall have the following meanings:

"Confidential Information" shall include all information or data, whether electronic, written or oral, relating to scheme convergence and AB- PMJAY Scheme , NHA 's business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, research and development, trade names, Personal Data, Sensitive Personal Data, methods and procedures of operation, business 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, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature, that is supplied by NHA to the ISA or otherwise acquired/ accessed by the ISA during the course of dealings between the Parties or otherwise in connection with the Purpose. Confidential Information may also include the Confidential Information related to Scheme, NHA 's/ other NHA's clients, licensors, alliances, contractors and advisors.

"Personal Data" and "Sensitive Personal Data" shall have the meanings as assigned to them under applicable law of India.

2. **Supply and Use of Confidential Information**

(a) The ISA shall use Confidential Information only for the Purpose or in relation to the definitive written agreement between the Parties (if any or is subsequently entered into) in connection with the Purpose, pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the business objective relating to the Purpose or the termination/ expiry of such definitive written agreement in connection with the Purpose, and upon the written request of NHA, an authorized officer of the ISA shall promptly, at the option of NHA, either return to NHA or destroy all Confidential Information in the ISA's possession or control, and shall certify to NHA as to such return or destruction.

(b) The ISA shall not disclose the Confidential Information to any third party without NHA 's prior written consent. The ISA may disclose the Confidential Information to its employees, on a strict need to know basis in connection with the Purpose provided such employees are bound under confidentiality agreements which are at least as restrictive as this Agreement.

(c) The ISA shall exercise the same degree of care with respect to NHA 's Confidential Information as the ISA takes to safeguard and preserve its own confidential and/or proprietary information provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure of the Confidential Information, the ISA shall immediately notify NHA in writing and shall make its best efforts to prevent any further

prohibited use or disclosure; however, such remedial actions shall in no manner relieve the ISA's obligations or liabilities for breach hereunder.

(d) The ISA shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place, within the ISA's organization, to prevent any unauthorized or unlawful disclosure or processing of Confidential Information and the accidental loss or destruction of or damage to such Confidential Information. The ISA will comply with applicable data protection and privacy legislation in this regard.

(e) To the extent it is a transferee of Personal Data from NHA, the ISA shall be under and shall assume identical and/or similar obligations that of NHA under the applicable data protection and privacy legislation in this regard relating to such Personal Data.

(f) The ISA shall notify NHA forthwith from the time it comes to the attention of the ISA that Confidential Information (including Personal Data) transferred by NHA to it has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing. The obligation contained above shall survive any termination/expiration of the Agreement.

3. **Limitations**:

This Agreement shall not restrict disclosure of information that, the ISA can evidence through sufficient documentation:
(a) was, at the time of receipt, otherwise known to the ISA without restrictions as to use or disclosure; or

(b) was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the ISA;

4. **Exclusion:**

The ISA may disclose Confidential Information, strictly to the extent such disclosure is compulsorily required under applicable law (including court order), to a regulatory authority or a court of law with competent jurisdiction over the ISA, provided that the ISA will first have provided NHA with immediate written notice of such required disclosure and will take reasonable steps to allow NHA to seek a protective order with respect to the Confidential Information required to be disclosed. The ISA will promptly cooperate with and assist NHA in connection with obtaining such protective order.

5. **No Warranty:**

NHA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION.

6. **No License:**

No license or conveyance of any rights held by NHA under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.

7. No Formal Business Obligations:

This Agreement shall not constitute, create, give effect to or otherwise imply (i) a joint venture, pooling arrangement, partnership or formal business organization of any kind, or (ii) any obligation or commitment on NHA to submit a proposal or to enter into a further contract or business relationship with the ISA, or (iii) any obligation on NHA to disclose, supply or otherwise communicate any information, general or specific, to the ISA. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of efforts of either or both Parties.

8. Confidentiality and Intellectual Property Notices:

The ISA shall not (nor shall it permit or assist others to) alter or remove any confidentiality label, proprietary label, patent marking, copyright notice or other legend (singularly or collectively, "Notices") placed on the Confidential Information, and shall maintain and place any such Notices on applicable Confidential Information or copies thereof.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to the nominated senior representatives of both the Parties for resolution through negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral, it shall be resolved through Arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 and _____ shall be considered as sole Arbitrator to adjudicate the dispute between the Parties as per the Arbitration and Conciliation Act as amended from time to time. Arbitration shall be held in English and the venue of the Arbitration same shall be in Delhi. The award of the Arbitrator shall be final and binding on the Parties. The proceedings of arbitration, including arbitral award, shall be kept confidential. Subject always to the foregoing provisions of this paragraph, the competent courts of [New Delhi] shall have jurisdiction in relation to any dispute between the Parties under this Agreement.

10. Injunctive Relief and Damages:

The ISA acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the NHA shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The NHA

shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. Additionally, the ISA agrees to keep NHA indemnified against any losses or damages (including reasonable attorneys' fees) arising due to the breach of this Agreement by the ISA.

11. Miscellaneous:

- **Amendment:** This Agreement may be amended or modified only by a written agreement signed by both of the Parties.
- **Relationship:** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the ISA, the NHA or any third-party as a result of this Agreement.
- **Assignment:** Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
- **Severability:** In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- **Waiver:** Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

12. Termination and Survival:

This Agreement shall commence as of the date written above and shall remain in effect for a period _____unless terminated earlier by NHA by (i) giving fourteen (14) days' written notice of termination to the ISA at any time, or (ii) giving notice effective immediately following a breach by the ISA. Notwithstanding the foregoing, any obligations imposed on the ISA under this Agreement, including confidentiality obligations, that by their very nature survive the termination or expiry of this Agreement shall so survive the termination or expiry of this Agreement.

13. No Publicity:

No press release, advertisement, marketing materials or other releases for public consumption concerning or otherwise referring to the terms, conditions or existence of this Agreement shall be published by the ISA. The ISA shall not promote or otherwise disclose the existence of the relationship between the Parties evidenced by this Agreement or any other agreement between the Parties for purposes of soliciting or procuring sales, clients, investors or other business engagements.

14. **Non-Solicitation:**

Except as may be otherwise agreed in writing between the Parties, during the term of this Agreement and for twelve (12) months thereafter, neither the ISA nor any of its affiliates, shall offer employment to or employ any person employed (then or within the preceding twelve (12) months) by NHA if such person had interacted with the ISA or its affiliates, directly or indirectly, in relation to the Purpose or was involved in performing responsibilities in relation to the Purpose.

15. **No Conflict:**

The ISA represents and warrants that the performance of its obligations hereunder does not, and shall not, conflict with any of its other agreement or obligation to which it is bound.

16. **Entire Agreement; Counterparts:**

This Agreement together with any other definitive written agreement executed or to be executed between the Parties relating to the Purpose constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and made effective from the Effective Date first written above.

SIGNED for and on behalf of **NHA** By _____ Title _____ (authorized signatory) Date _____	**SIGNED for and on behalf of** **ISA** By _____ Title_____ (authorized signatory) Date _____

Schedule 17: Individual Confidentiality Undertaking

UNDERTAKING

I, [*Insert Name*], the undersigned, acknowledge that as an employee/ staff of _____ ("**ISA**"), I will be working as a team member of the company project team which is providing, or shall provide, certain services to National Health Authority (NHA) as per the terms and conditions of the Agreement dated _____.

In this regard, I confirm that I have fully read and understood all the terms and conditions of the Agreement executed between NHA and ISA, in particular to the contents below. With effect from _____], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalised terms contained in this letter shall have the meaning attributed to them under the Agreement.

Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. I shall not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee or partner of Insurer or other Insurer Firms, other than those working or advising on the Services or those who need to access such information on a strict need to know basis.

2. If approached by any third party or Insurer employee/staff (where such employee/ staff do not require access to the Confidential Information on a need to know basis) to provide any Confidential Information relating to the Services, I shall immediately inform the NHA and shall not disclose any such information unless approved.

3. I shall not remove or destroy any documents, data, files or working papers in whatsoever form (including but not restricted to any in electronic form) in respect of the Services, without the written consent of NHA.

4. In the event that I leave the employment of ISA or my association with ISA gets terminated, I shall not discuss/ disclose thereafter any Confidential Information with/ to any other party.

5. I voluntarily waive all my rights and disclaim my ownership on any work and/or deliverables to be performed while deployed at ISA/ NHA for the purposes of Agreement.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with ISA. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with ISA.

Signature: _____

Name (in block letters):_____

Telephone #: _____

Date:_____

Schedule 18: Template for Claim Adjudication Audit

Case ID	Hospital Name	Package name	Package Cost	Date of Admission	Date of Discharge	Types of findings	Comments

a. Claims adjudication audit reporting format

Name of the IC/ISA/TPA		
Month and year of Audit		
Total number of claims audited		
Total number of errors found during audit	Financial	Non financial
No of Hospitals found suspected during audit		
Action plan against suspected hospitals		
Major type of errors found during audit		
Executive summary of audit		

b. Claims adjudication audit manual checklist

Case number			
Hospital name and District			
Package booked (Diagnosis)			
Package amount			
Date of admission			
Date of Discharge			
Type of package medical/Surgical			
Particulars	**Yes**	**No**	**Remarks**
Past history checked			
Are all mandatory documents required at the time of Pre-Auth uploaded			
Validate Length of stay - DOA/DOD			
Are symptoms matching with the diagnosis			
Is the package booked matching with the diagnosis			
Are Investigation reports supporting diagnosis available			
Are Post op photos showing scar available in surgical cases			
Investigation reports signed by doctor with registration no			
Are pre op and post op x-rays available in ortho cases			
Discharge summary in proper format			
Complete ICP available from the day of admission till discharge			
ICP in same handwriting			
Is referral letter from government hospital available(State specific)			
Death Summary in case of death			