

**Draft Contract Agreement  
for  
Selection of Implementation Support Agency for the  
implementation of  
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana  
In the State/Union Territory of .....**

\_\_\_\_\_2020

Implementation Support Contract  
*To be signed with the ISA*

**Table of Contents**

Abbreviations..... 5

Recitals 6

1. Definitions and Interpretations..... 9

    1.1 Definitions ..... 9

    1.2 Interpretation..... 13

1. Name and Objective of the Scheme ..... 15

    1.1 Name of the Scheme..... 15

    1.2 Objectives of the Scheme ..... 15

2. AB PMJAY Beneficiaries and Beneficiary Family Unit ..... 15

3. Risk Covers and Sum Insured ..... 16

    3.1 Risk Cover and Sum Insured ..... 16

    3.2 Benefit Package: AB-PMJAY Cover ..... 16

    3.3 Benefits Available only through Empanelled Health Care Providers..... 19

4. Identification of AB-PMJAY Beneficiary Family Units ..... 19

5. Empanelment of Health Care Providers..... 20

6. Agreement with Empanelled Health Care Providers ..... 21

7. De-empanelment of Health Care Providers ..... 21

8. Term 22

    8.1 Term of the Implementation Support Contract with the ISA ..... 22

    8.2 Start of Policy..... 22

    8.3 Commencement of Cover Period in State..... 22

9. Fee and Fee Payment ..... 24

    9.5 Taxes..... 24

    9.6 Fee All Inclusive..... 25

10. Cashless Access of Services..... 25

11. Pre-authorisation of Procedures ..... 26

12. Portability of Benefits ..... 27

13. Claims Adjudication ..... 28

    13.1 Claim Payments and Turn-around Time ..... 28

    13.2 Right of Appeal and Reopening of Claims ..... 30

14. No Duty of Disclosure ..... 30

15. Fraud Control and Management..... 31

16. Representations and warranties of the ISA ..... 32

    16.1 Representations and Warranties ..... 32

    16.2 Continuity and Repetition of Representations and Warranties ..... 34

    16.3 Information regarding Breach of Representations and Warranties..... 34

17. Project Office and District Offices and Manpower..... 34

    17.1 Project Office at the State Level..... 34

    17.2 District Offices ..... 34

    17.3 Organizational Set up and Functions..... 34

18. Obligations of the Implementation Support Agency..... 36

19. Other Obligations.....	38
19.1 ISA’s Obligations before start of the policy .....	38
19.2 State Health Agency’s Obligations.....	38
20. Service beyond Service Area .....	38
21. Plan for Provision of Services in the Absence of Internet Connectivity.....	39
22. Management Information System .....	39
23. Monitoring and Control .....	39
23.1 Scope of Monitoring .....	40
23.2 Monitoring Activities to be undertaken by the ISA.....	40
23.3 Monitoring Activities to be undertaken by the State Health Agency.....	40
23.4 Key Performance Indicators for the ISA.....	42
23.5 Measuring Performance.....	42
23.6 Penalties .....	43
24. Subcontracting .....	43
25. Reporting Requirements .....	43
26. Grievance Redressal.....	43
27. Term and Termination .....	44
27.1 Term.....	44
27.2 Termination by the State Health Agency.....	44
27.3 State Health Agency Event of Default .....	45
27.4 Termination Date .....	46
27.5 Consequences of Termination .....	46
27.6 Migration of Policies Post Termination.....	47
27.7 Hand-Over Obligations.....	48
28. Force Majeure .....	48
28.1 Definition of Force Majeure Event.....	48
28.2 Limitation on the Definition of Force Majeure Event .....	49
28.3 Claims for Relief.....	50
28.4 Mitigation of Force Majeure Event.....	51
28.5 Resumption of Performance .....	51
28.6 Termination upon Subsistence of Force Majeure Event .....	51
29. ASSIGNMENT .....	51
29.1 Assignment by ISA.....	51
29.2 Assignment by Beneficiaries or Empanelled Health Care Providers.....	51
30. Confidentiality of Information and Data Protection .....	52
31. Intellectual Property Rights.....	53
32. Indemnification and Limitation of Liability: .....	53
33. Entire Agreement .....	54
34. Relationship .....	54
35. Variation or Amendment .....	54
36. Severability .....	54
37. Notices .....	55
38. No waiver.....	55

39. Governing Law and Jurisdiction ..... 55

40. Publicity: ..... 55

## Abbreviations

AB-PMJAY	Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana
AL	Authorisation Letter (from the ISA)
BFU	Beneficiary Family Unit
BIS	Beneficiary Identification System
BPL	Below Poverty Line
RC	Risk Cover
CGRMS	Central Grievance Redressal Management System
CHC	Community Health Centre
CRC	Claims Review Committee
DAL	Denial of Authorisation Letter
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
GRC	Grievance Redressal Committee
IRDAI	Insurance Regulatory Development Authority of India
MoHFW	Ministry of Health & Family Welfare, Government of India
NGRC	National Grievance Redressal Committee
NHA	National Health Authority
NOA	Notice of Award
PMAM	Pradhan Mantri Arogya Mitra
PHC	Primary Health Centre
RAL	Request for Authorisation Letter (from the EHCP)
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
UCN	Unique Complaint Number

**Recitals**  
**Implementation Support Contract**  
**for the implementation of**  
**Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana**

This Agreement for the implementation of AB-PMJAY for providing the AB-PMJAY Cover (the **Implementation Support Contract**) is made at \_\_\_\_\_ on \_\_\_\_\_:

**BETWEEN**

**STATE HEALTH AGENCY** \_\_\_\_\_, represented by the \_\_\_\_\_, having his principal office at \_\_\_\_\_ (hereinafter referred to as the **State Health Agency** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), represented through \_\_\_\_\_;  
**AND**

M/s. \_\_\_\_\_ TPA, a Private / Public Limited Company, having CIN No. \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the **ISA**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), represented through -----.

The State Health Agency and the ISA shall collectively be referred to as the **Parties** and individually as the **Party**.

**WHEREAS**

- A. The "AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA" (the AB PM-JAY), a Government of India scheme, requires to provide health protection cover to the extent of ₹ 500,000 per annum on a family floater and cashless basis through an established network of health care providers to the AB PM-JAY Beneficiary Family Units (defined below).
- B. The State Government of \_\_\_\_\_ decided has to implement the AB PM-JAY to provide health protection to defined categories of families that are eligible for the scheme in the State. The district-wise details regarding the beneficiary families are as under:

Name of District	No. of AB-PM JAY Beneficiary Family Units eligible for cover under the Scheme
GRAND TOTAL	

- C. The objective of AB PM-JAY is to reduce catastrophic out of pocket health expenditure, improve access to quality health care, and reduce unmet needs of poor and vulnerable families falling under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included categories (in rural areas) (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and broadly 11 defined occupational un-organised workers (in Urban areas) of the Socio-Economic Caste Census (SECC) database of the State/ UT along with the estimated existing enrolled RSBY Beneficiary Families not figuring in the SECC

Database. These eligible AB PM-JAY beneficiary families will be provided coverage for secondary, tertiary and day care procedures (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP).

- D. On \_\_\_\_\_ the State Health Agency commenced a bidding process by issuing tender documents (the **Tender Documents**), inviting to Third Party Administrators to submit their bids for supporting the implementation of the AB PM-JAY. Pursuant to the Tender Documents, the bidders submitted their bids on \_\_\_\_\_ for the implementation of the AB PM-JAY.
- E. Following a process of evaluation of financial bids submitted by bidders, the State Health Agency accepted the Bid of the ISA for the support for implementation of the AB PM-JAY. The State Health Agency issued a notification of award dated \_\_\_\_\_ (the **NOA**) and requested the ISA to execute this Implementation Support Contract. The ISA accepted the NOA on \_\_\_\_\_.
- F. The ISA represents and warrants that it has the experience, capability and know-how required for carrying out the support services and has agreed to provide support for health protection services and provision of the Benefit Cover (defined below) to the Beneficiary Family Units (defined below) eligible under the AB PM-JAY for supporting the implementation of AB PM-JAY in all the districts in the State of \_\_\_\_\_.
- G. Subject to the terms, conditions and exclusions set out in this Implementation Support Contract based on the Tender Conditions and Policy (defined below), the ISA undertakes that during a Policy Cover Period (defined below) of such Policy the ISA will provide the following support services to any Beneficiary (defined below) covered by such Policy or State Health Agency (defined below) or other defined stakeholders:
- (i) Processing and approval of beneficiary identity verification requests, received from Pradhan Mantri Arogya Mitras at the hospitals, as per the process defined in the scheme. Scrutiny and approval of beneficiary identity verification requests if all the conditions are fulfilled, within 30 minutes of receiving the requests from Pradhan Mantri Arogya Mitras at the network hospital.
  - (ii) Processing of pre-authorization requests related to the hospitalisation services as per defined packages from the empanelled health care providers (EHCPs). Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, within 6 hours of receiving the preauthorization requests from the EHCP.
  - (iii) Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the State Health Agency within 10 days of receipt of complete claim so as to ensure payment within 15 days of receipt of the bills from the EHCP.
  - (iv) Fraud detection and control including providing a team with adequate manpower to analyse data for analysing patterns, frauds and support the SHA in taking actions against the fraudulent acts of EHCPs and other related involved parties.
  - (v) Provide adequate and competent manpower AS PER Schedule 16

ISA will also provide the following additional support services:

- i. Support in hospital empanelment related activities (if required) including field verification of the hospitals, their training and related activities.
- ii. Support SHA in deployment of IT platform and maintenance including modification in IT systems (if any). Also provide claim processing software wherever required.
- iii. Providing hardware and managing its maintenance including Annual Maintenance Cost, if any as per the guidelines of the scheme at all empanelled Public Hospitals wherever required.
- iv. Providing one full time district grievance officer with Master's degree and more than 5 years of work experience for each of the districts who shall be responsible for supporting grievance redressal in the district.
- v. Provide mobile handsets (android based smartphone) and pay monthly service charges for CUG connections to all Pradhan Mantri Arogya Mitra and District Coordinators plus few back up
- vi. Training programme per quarter on AB PM-JAY administration and claims processing.
- vii. Training programme including refresher training for Hospitals Coordinators including Pradhan Mantri Arogya Mitras of all EHCPs once in 6 months.
- viii. Setting up and management of toll free call center including linkage with national call centre as defined by Government of India, wherever requested for.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

## 1. Definitions and Interpretations

### 1.1 Definitions

Unless the context requires otherwise, the following capitalized terms and expressions shall have the following meanings for the purpose of this Implementation Support Contract:

- a. **AB-PM JAY** shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana(AB-PM JAY) , a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through National Health Authority 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 through a network of Empanelled Health Care Providers for the risk covers defined in in this document and also for reducing out of pocket health care expenses.
- b. **AB-PMJAY Beneficiary Database** refers to all AB-PMJAY Beneficiary Family Units, as defined in Category under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State / UT along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC Database of the Socio-Economic Caste Census (SECC) database which are resident in the Service Area (State for which this Tender Document is issued)
- c. **AB-PMJAY Guidelines** mean the guidelines issued by MoHFW and/or NHA from time to time for the implementation of the AB-PMJAY, to the extent modified by the Tender Documents pursuant to which the Implementation Support Contract has been entered into; provided that MoHFW and/or NHA or the State Health Agency may, from time to time, amend or modify the AB-PMJAY Guidelines or issue new AB-PMJAY Guidelines, which shall then be applicable to the ISA. This includes all the guidelines issued by MoHFW and/or NHA for the implementation of PMJAY
- d. **Annexure** means an annexure to this Implementation Support Contract
- e. **Appellate Authority** shall mean the authority designated by the State Health Agency which has the powers to accept and adjudicate on appeals by the aggrieved party against the decisions of any Grievance Redressal Committee set up pursuant to the Implementation Support Contract between the State Health Agency and the ISA.
- f. **Beneficiary** means a member of the AB-PMJAY Beneficiary Family Units who is eligible to avail benefits under the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana.
- g. **Beneficiary Family Unit** refers to those households (also referred to as families for the purpose of AB-PMJAY) including all its members figuring in the Socio-Economic Caste Census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and broadly 11 defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State / UT (as updated

from time to time) along with the existing RSBY Beneficiary Families not figuring in the SECC Database under the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana.

- h. **Benefit Package** refers to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive under AB-PMJAY and detailed in Annexure 3 (a) of Insurance Contract
- i. **Bid** refers to the qualification and the financial bids submitted by an eligible ISA pursuant to the release of this Tender Document as per the provisions laid down in this Tender Document and all subsequent submissions made by the Bidder as requested by the SHA for the purposes of evaluating the bid.
- j. **Bidder** shall mean any eligible ISA which has submitted its bid in response to this Tender released by the State/ UT Government.
- k. **Cashless Access Service** means a facility extended by the ISA to the Beneficiaries where the payments of the expenses that are covered under the Risk Cover are directly made by the ISA to the Empanelled Health Care Providers in accordance with the terms and conditions of this Implementation Support Contract, such that none of the Beneficiaries are required to pay any amounts to the Empanelled Health Care Providers in respect of such expenses, either as deposits at the commencement or at the end of the care provided by the Empanelled Health Care Providers.
- l. **CHC** means a community health centre located at the block level in the State.
- m. **Claim** means a claim that is received by the ISA from an Empanelled Health Care Provider, either online or through alternate mechanism in absence of internet connectivity.
- n. **Claim Payment** means the payment of eligible Claim received by an Empanelled Health Care Provider from the SHA in respect of benefits under the Risk Cover made available to a Beneficiary. The payment is based on preauthorization and claims processed by ISA
- o. **Clause** means a clause of this Implementation Support Contract.
- p. **Day Care Treatment** means any Medical Treatment and/or Surgical Procedure which is undertaken under general anaesthesia or local anaesthesia at an Empanelled Health Care Provider or Day Care Centre in less than 24 hours due to technological advancements, which would otherwise have required Hospitalization.
- q. **Days** mean and shall be interpreted as calendar days unless otherwise specified.
- r. **Empanelled Health Care Provider** means a hospital, a nursing home, a district hospital, a CHC, or any other health care provider, whether public or private, satisfying the minimum criteria for empanelment and that is empanelled by the SHA in accordance with terms of this Contract for the provision of health services to the Beneficiaries under AB-PMJAY
- s. **Fraud** shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself

- or some other person or organisation. It includes any act that may constitute fraud under any applicable law in India
- t. **Hospital IT Infrastructure** means the hardware and software to be installed at the premises of each Empanelled Health Care Provider for the provision of Cashless Access Services, the minimum specifications of which have been set out in the Tender Documents.
- u. **Hospitalization** means any Medical Treatment or Surgical Procedure which requires the Beneficiary to stay at the premises of an Empanelled Health Care Provider for 24 hours or more including day care treatment as defined above.
- v. **ICU or Intensive Care Unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards
- w. **Implementation Support Contract** shall mean this contract between the State Health Agency and the ISA for the provision of the support services under the Risk Cover, to the Beneficiaries or others and setting out the terms and conditions for supporting the implementation of the AB PM-JAY
- x. **ISA** means the successful bidder which has been selected pursuant to this bidding process and has agreed to the terms and conditions of the Tender Document and has signed the Implementation Support Contract with the State/ UT Government.
- y. **IRDAI** means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
- z. **Law/Applicable Law** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof.
- aa. **Medically Necessary Treatment:** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which: i) is required for the medical management of the illness or injury suffered by the insured; ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; iii) must have been prescribed by a medical practitioner; iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India
- bb. **Material Misrepresentation** shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.
- cc. **Medical Practitioner/Officer** means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction, acting within the scope and jurisdiction of his/her license.

- dd. **Medical Treatment** means any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, but that is not a Surgical Procedure. Medical Treatments include but not limited to: bacterial meningitis, bronchitis-bacterial/viral, chicken pox, dengue fever, diphtheria, dysentery, epilepsy, filariasis, food poisoning, hepatitis, malaria, measles, meningitis, plague, pneumonia, septicaemia, tuberculosis (extra pulmonary, pulmonary etc.), tetanus, typhoid, viral fever, urinary tract infection, lower respiratory tract infection and other such diseases requiring Hospitalization, as per HBPs detailed in Schedule 3 (a) of Insurance Contract.
- ee. **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.
- ff. **NHA** shall mean the National Health Authority set up the Ministry of Health and Family Welfare, Government of India with the primary objective of coordinating the implementation, operation and management of AB-PMJAY. It will also foster coordination and convergence with other similar schemes being implemented by the Government of India and State Governments.
- gg. **Package Rate** means the fixed maximum charges for a Medical Treatment or Surgical Procedure or for any Follow-up Care that will be paid by the ISA under Cover, which shall be determined in accordance with the rates provided in this Contract.
- hh. **Party** means either the ISA or the State Health Agency and **Parties** means both the ISA and the State Health Agency.
- ii. **Policy Cover Period** shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as per Contract entered between SHA and IS, unless cancelled earlier in accordance with this ISA Contract.
- jj. **Fee** means the aggregate sum agreed by the Parties as the annual charges to be paid by the State Health Agency to the ISA for each Beneficiary Family Unit that is eligible for the scheme, as consideration for providing support services for the Cover to such Beneficiary Family Unit under this Implementation Support Contract.
- kk. **Risk Cover** shall mean an annual risk cover of Rs. 5,00,000/- (Rupees five lakhs only) on family floater basis, covering in-patient care and daycare surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment as defined in Schedule 3 (a) of Insurance Contract, through a network of Empanelled Health Care Providers (EHCP) for the AB-PM-JAY Beneficiary Family Units validated by the State/ UT Government or the designated State Health Agency (SHA).
- ll. **Schedule** means a schedule of this ISA Contract.
- mm. **Scheme** shall mean the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana managed and administered by SHA under, **Government of \_\_\_\_\_**.
- nn. **Selected Bidder** shall mean the successful bidder which has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the Implementation Support Contract with the State/ UT Government.

- oo. **Service Area** refers to the entire State/UT of ..... (*insert the name of the State (s)/ UT*) covered and included under this Contract for the implementation of AB-PMJAY.
  
- pp. **State Health Agency (SHA)** refers to the agency/ body set up by the Department of Health and Family Welfare, Government of ..... (*insert the name of the State/ UT*) for the purpose of coordinating and implementing the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana in the State/ UT of ..... (*insert the name of the State/ UT*).
  
- qq. **Successful Bidder** shall mean the bidder whose bid document is responsive, which has been pre-qualified and whose financial bid is the lowest among all the shortlisted and with whom the State/ UT Government intends to select and sign the Implementation Support Contract for this Scheme.
  
- rr. **Sum Insured** in respect of each Beneficiary Family Unit enrolled under a Policy, means at any time, the ISA's maximum liability for any and all Claims made on behalf of such Beneficiary Family Unit during the Policy Cover Period against the Risk Cover.
  
- ss. **State/ UT Government** refers to the duly elected Government in the State/ UT in which the tender is issued.
  
- tt. **Tender Documents** refers to this Tender Document including Volume I "Instruction to Bidders", Volume II "About AB-PMJAY" and Volume III "Implementation Support Contract to be signed by the ISA" including all amendments, modifications issued by the SHA in writing pursuant to the release of the Tender Document.
  
- uu. **Turn-around Time (TAT)** means prescribed time to conduct various activities as per Schedule 12 of ISA contract
  
- vv. **Material Breach means breach of any term and condition as enlisted in this contract caused due to any act and/or omission by the ISA's willful misconduct and/or negligence.**

## 1.2 Interpretation

- a. Any grammatical form of a defined term herein shall have the same meaning as that of such term.
  
- b. Any reference to an agreement, contract, instrument or other document (including a reference to this Implementation Support Contract) herein shall be to such agreement, instrument or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
  
- c. Any reference to an "agreement" includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (so defined) in writing and any certificate, notice, instrument and document of any kind.
  
- d. Any reference to a statutory provision shall include such provision as modified or re-enacted or consolidated from time to time.

- e. Terms and expressions denoting the singular shall include the plural and vice versa.
- f. Any reference to "persons" denotes natural persons, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (in each case, whether or not incorporated and whether or not having a separate legal entity).
- g. The term "including" shall always mean "including, without limitation", for the purposes of this Implementation Support Contract.
- h. The terms "herein", "hereof", "hereinafter", "hereto", "hereunder" and words of similar import refer to this Tender as a whole.
- i. Headings are used for convenience only and shall not affect the interpretation of this Implementation Support Contract.
- j. The Schedules and Annexures to this Implementation Support Contract form an integral part of this Implementation Support Contract and will be in full force and effect as though they were expressly set out in the body of this Implementation Support Contract.
- k. References to Recitals, Clauses, Schedules or Annexures in this Implementation Support Contract shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Schedules and Annexures of or to this Implementation Support Contract.
- l. References to any date or time of day are to Indian Standard Time.
- m. Any reference to day shall mean a reference to a calendar day.
- n. Any reference to a month shall mean a reference to a calendar month.
- o. Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates.
- p. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Implementation Support Contract from or by any Party shall be valid and effectual only if it is in writing under the hands of a duly authorized representative of such Party.
- q. The provisions of the Clauses, the Schedules and the Annexures of this Implementation Support Contract shall be interpreted in such a manner that will ensure that there is no inconsistency in interpretation between the intent expressed in the Clauses, the Schedules and the Annexures. In the event of any inconsistency between the Clauses, the Schedules and the Annexures, the Clauses shall prevail over the Schedules and the Annexures.
- r. The The Parties agree that in the event of any ambiguity, discrepancy or contradiction between the terms of this Implementation Support Contract and the terms of any Policy supported by the ISA, the terms of this Implementation Support Contract shall prevail, notwithstanding that such Policy is issued by the SHA at a later point in time.
- s. The rule of construction, if any, that an agreement should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply to this Implementation Support Contract

## 1. Name and Objective of the Scheme

### 1.1 Name of the Scheme

The name of the Scheme shall be 'AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA', hereinafter referred to as the "AB-PMJAY" or the "Scheme".

### 1.2 Objectives of the Scheme

The objective of AB-PMJAY is to reduce catastrophic health expenditure, improve access to quality health care, reduce unmet needs and reduce out of pocket healthcare expenditures of poor and vulnerable families falling under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category and broadly 11 defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State/ UT along with the estimated existing enrolled RSBY Beneficiary Families not figuring in the SECC Database. These eligible AB-PMJAY beneficiary families will be provided coverage for secondary, tertiary and day care procedures (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP).

## 2. AB PMJAY Beneficiaries and Beneficiary Family Unit

*(instructions to the state: please add please add brief description of additional beneficiaries if any other than SECC category for PM JAY and add more details in Schedule 1)*

- a. The Parties agree that for the purpose of this Implementation Support Contract and any Policy issued pursuant to this Implementation Support Contract, all the persons that are eligible for the scheme as per SECC 2011 data and RSBY enrolled families (if applicable) in the Service Area shall be eligible to become Beneficiaries,
- b. All AB-PMJAY Beneficiary Family Units, as defined under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (in rural areas) and broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State/ UT (as updated from time to time) along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC 2011 Database which are resident in the Service Area (State for which this Tender Document is issued) and fall under one or more of the categories further detailed in **Schedule 1** of this Document shall be considered as eligible for benefits under the Scheme and be automatically covered under the Scheme.
- c. The ISA will consider that there is: (i) no entry or exit age restrictions will apply to the members of a Beneficiary Family Unit; and (ii) no member of a Beneficiary Family Unit will be required to undergo a pre-insurance health check-up or medical examination before their eligibility as a Beneficiary and all pre-existing illnesses of the beneficiaries will be covered.
- d. Unit of coverage under the Scheme shall be a family and each family for this Scheme shall be called a AB-PMJAY Beneficiary Family Unit, which will comprise all members in that family. Any addition in the family will be allowed only as per the provisions approved as per Guidelines as specified in Schedule 4 .
- e. The presence of name in the beneficiary list **(as amended from time to time, due to addition of family member, as per Guidelines – Schedule 4)** shall be the proof of eligibility of the Beneficiary Family Unit for the purpose of availing benefits under this Implementation Support Contract and a Policy issued pursuant to this Implementation Support Contract.

### 3. Risk Covers and Sum Insured

#### 3.1 Risk Cover and Sum Insured

The Benefits within the scheme, to be provided on a cashless and paperless basis to the beneficiaries up to the limit of their annual coverage, package charges on specific procedures and subject to other terms and conditions outlined herein, are the following

- a) **Risk Cover (RC)** will include hospitalization / treatment expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment and also including defined day care procedures (as applicable) and follow up care along with cost for pre and post-hospitalisation treatment as defined.
- b) As on the date of commencement of the Policy Cover Period, the AB-PMJAY Sum Insured in respect of the Risk Cover for each AB-PMJAY Beneficiary Family Unit shall be **Rs. 5,00,000 (Rupees Five Lakhs Only)** (*instruction to the state: kindly amend the amount as decided by trust mode*) per family per annum on family floater basis. This shall be called the **Sum Insured**, which shall be fixed irrespective of the size of the AB-PMJAY Beneficiary Family Unit.
- c) The ISA shall ensure that the Scheme's RC shall be provided to each AB-PMJAY Beneficiary Family Unit on a family floater basis covering all the members of the AB-PMJAY Beneficiary Family Unit including Senior Citizens, i.e., the Sum Insured shall be available to any or all members of such Beneficiary Family Unit for one or more Claims during each Policy Cover Period. New family members may be added after due approval process as defined by the Government.
- d) Pre-existing conditions/diseases are to be covered from the first day of the start of policy, subject to the exclusions given in **Schedule 2**.
- e) Coverage of health services related to surgical nature for defined procedures shall also be provided on a day care basis. The ISA shall provide coverage for the defined day care treatments, procedures and medical treatments as given in **Schedule 3**.
- f) Pre and Post Hospitalisation expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the patient in the same hospital and cost of diagnostic tests and medicines and up to 15 days of the discharge from the hospital for the same ailment/surgery.

#### 3.2 Benefit Package: AB-PMJAY Cover

- a. The benefits within this Scheme under the Risk Cover are to be provided on a cashless basis to the AB-PMJAY Beneficiaries up to the limit of their annual coverage and includes:
  - (i) Hospitalization expense benefits
  - (ii) Day care treatment benefits (as applicable)
  - (iii) Follow-up care benefits
  - (iv) Pre- and post-hospitalization expense benefits
  - (v) Newborn child/ children benefits
- b. The details of benefit packages are furnished in **Schedule 3: 'Packages and Rates'** and exclusions are furnished in **Schedule 2: 'Exclusions to the Policy'**.

- c. For availing select treatment in any empanelled hospitals, preauthorisation is required to be taken for defined cases.
- d. Except for exclusions listed in **Schedule 2**, treatment/procedures will also be allowed, in addition to the procedures listed in **Schedule 3**, of up to a limit of Rs. 1,00,000 to any AB-PMJAY Beneficiary (**called 'Unspecified Procedure'**) within the overall limit of Rs. 5,00,000. Operations pertaining to Unspecified Procedure are to be governed as per Unspecified Packages Guidelines provided under Schedule 3 (b).
- e. The SHA shall reimburse claims of Empanelled Health Care Provider under the AB-PMJAY based on Package Rates determined as follows:
  - (i) If the package rate for a medical treatment or surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is fixed in **Schedule 3**, then the Package Rate so fixed shall apply for the Policy Cover Period.
  - (ii) If the package rate for a surgical procedure requiring Hospitalization or Day Care Treatment (as applicable) is not listed in Schedule 3, then the ISA may pre-authorise an appropriate amount based on rates for similar procedures defined in Schedule 3 or based on other applicable national or state health insurance schemes such as CGHS. In case of medical care, the rate will be calculated on per day basis as specified in schedule 3 except for special inputs like High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages or some other special inputs existing in the HBP (or are released by NHA in future) which can be clubbed with medical packages
  - (iii) PM-JAY is a cashless scheme where no beneficiary should be made to pay for availing treatment in any empanelled hospitals. However, upon exhaustion of the beneficiary PM-JAY wallet of Rs. 5.00 Lakhs, or if the treatment cost exceeds the benefit coverage amount available with the beneficiary families then the Beneficiary and SHA (through ISA/TPA) will need to be clearly communicated in advance about the additional payment at the start of such treatment.
  - (iv) In case an AB-PMJAY Beneficiary is required to undertake multiple surgical procedures in one OT session, then the procedure with highest rate shall be considered as the primary package and reimbursed at 100%, thereupon the 2nd surgical procedure shall be reimbursed at 50% of package rate, 3rd and subsequent surgical procedures shall be reimbursed at 25% of the package rate.
  - (v) Surgical and Medical packages will not be allowed to be availed at the same time (Except for certain add on procedures as defined in Schedule 3 and configured in NTMS). In exceptional circumstances, hospital may raise a request for such pre-auth which will be decided by SHA with the help of concerned medical specialist.
  - (vi) Certain packages as mentioned in **Schedule 3** will only be reserved for Public EHCPs as decided by the SHA (*instructions to the state: categorically mention such procedures in schedule 3*). The state may permit availing of these packages in Private EHCPs only after a referral from a Public EHCP is made. Some modifications (in not more than 10% of total number of packages) may be done by SHA in this regard.
  - (vii) Incentivization will be provided to certain hospitals {as defined in schedule 3 (c)} which will be over and above the rates defined in Schedule 3.
- f. For the purpose of Hospitalization expenses as package rates shall include all the costs associated with the treatment, amongst other things:

- (i) Registration charges.
  - (ii) Bed charges
  - (iii) Nursing and boarding charges.
  - (iv) Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
  - (v) Anaesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
  - (vi) Medicines and drugs.
  - (vii) Cost of prosthetic devices, implants etc.
  - (viii) Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add-on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
  - (ix) Food to patient.
  - (x) Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines prior to admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 days after discharge from the hospital for the same ailment / surgery.
  - (xi) Any other expenses related to the treatment of the patient in the hospital.
- g. For the purpose of Day Care Treatment expenses shall include, amongst other things:
- (i) Registration charges;
  - (ii) Surgeons, anaesthetists, Medical Practitioners, consultants' fees, etc.;
  - (iii) Anaesthesia, blood transfusion, oxygen, operation theatre charges, cost of surgical appliances, etc.;
  - (iv) Medicines and drugs;
  - (v) Cost of prosthetic devices, implants, organs, etc.
  - (vi) Pathology and radiology tests: Medical procedures include basic Radiological imaging and diagnostic tests such as X-ray, USG, Haematology, pathology etc. However, High end radiological diagnostic and High-end histopathology (Biopsies) and advanced serology investigations packages can be booked as a separate add-on procedure if required. Surgical packages are all inclusive and do not permit addition of other diagnostic packages.
  - (vii) Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines prior to admission of the patient in the same hospital and cost of diagnostic tests and medicines up to 15 days after discharge from the hospital for the same ailment / surgery.
  - (viii) Any other expenses related to the Day Care Treatment provided to the Beneficiary by an Empanelled Health Care Provider.
- h. Revision/Stratification of Package Rates during Term of the contract: In case of any revision / stratification of package rates, ISA shall not claim any additional financial implication due to the same.
- i. The SHA agrees to publish the Package Rates on its website in advance of each Policy Cover Period. In case of addition of new packages or revision/stratification of existing packages during the policy cover, SHA will add these to the list available on website.
- j. As part of the regular review process, the Parties (the ISA and EHCP) shall review information on incidence of common medical treatments or surgical procedures that are

not listed in **Schedule 3** and that require hospitalization or day care treatments (as applicable).

- k. No claim processing of package rate for a medical treatment or surgical procedure or day care treatment (as applicable) that is determined or revised shall exceed the sum total of Risk Cover for a AB-PMJAY Beneficiary Family Unit. However, upon exhaustion of the beneficiary PM-JAY wallet of Rs. 5.00 Lakhs, or if the treatment cost exceeds the benefit coverage amount available with the beneficiary families then the Beneficiary and SHA (through ISA/TPA) will need to be clearly communicated in advance about the additional payment at the start of such treatment

### 3.3 Benefits Available only through Empanelled Health Care Providers

- a. The benefits under the AB-PMJAY Risk Cover shall only be available to a AB-PMJAY Beneficiary through an EHCP after Aadhaar based identification as far as possible. In case Aadhaar is not available then other defined Government recognised ID will be used for this purpose. State Government shall share with the ISA within 7 days of signing the agreement a list of defined Government IDs.
- b. The benefits under the AB-PMJAY Cover shall, subject to the available AB-PMJAY Sum Insured, be available to the AB-PMJAY Beneficiary on a cashless and paperless basis at any EHCP.
- c. Specialized tertiary level services shall be available and offered only by the EHCP empanelled for that particular service. Not all EHCPs can offer all tertiary level services, unless they are specifically designated by the SHA for offering such tertiary level services.

## 4. Identification of AB-PMJAY Beneficiary Family Units

- a. Identification of AB-NHPM Beneficiary Family Units is based on the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State/ UT along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC Database.
- b. The beneficiaries will be verified using Aadhaar(or an alternative government ID) and Ration Card (or an alternative family ID)/ produced by the beneficiary from empanelled hospitals. Once successfully verified, the beneficiary will be provided with a print of AB-PMJAY e-card which can be used as reference while availing benefits.
- c. Beneficiary Identification and Verification will be carried out by ISA and who will issue an 'e-card' to the verified AB-PMJAY Beneficiary as per BIS Guidelines provided under Schedule 4. The role of ISA is only for approval of e-cards based upon the documents provided. In case of any issue, the ISA shall only recommend for rejection for e-card request to the SHA. Decision to reject an E-card shall rest only with SHA based on the SHA's due diligence.

d. Brief process flow of Beneficiary Identification System

- i. The operator searches through the AB PM-JAY list to determine if the person is covered.
- ii. Search can be performed by Name and Location, Ration Card No or Mobile number (collected during data drive) or ID printed on the letter sent to family or RSBY URN
- iii. If the beneficiary's name is found in the AB PM-JAY list, Aadhaar (or an alternative government ID) and Ration Card (or an alternative family ID) is collected against the Name / Family. Other family IDs include the following options:
  - Government certified list of members
  - RSBY Card: Document image (RSBY Card) to be uploaded
  - PM Letter: Document image (PM Letter) to be uploaded
  - State Specific Requirement

*(Instructions to the state: In case of unavailability of either of the abovementioned family IDs, the state 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 SECC/ RSBY/ State Scheme data)*

- iv. The operator sends the linked record for approval to the ISA / Trust. The beneficiary will be advised to wait for approval from the ISA/ trust.
- v. The ISA / Trust will setup a Beneficiary approval team that works on fixed service level agreements on turnaround time. The AB PM-JAY details and the information from the ID is presented to the verifier. The ISA / Trust can either approve or recommend a case for rejection with reason.
- vi. All cases recommended for rejection will be scrutinized by a State team that works on fixed service level agreements on turnaround time. The state team will either accept rejection or approve with reason.
- vii. The e-card will be printed with the unique ID under AB PM-JAY and handed over to the beneficiary to serve as a proof for verification for future reference

## 5. Empanelment of Health Care Providers

- a. All public hospitals with inpatient facilities (Community Health Centre and above) shall deemed to be empanelled.
- b. Private healthcare providers (both for profit and not for profit) which provide hospitalization and/or day care services (as applicable) would be eligible for empanelment under AB-PMJAY, subject to their meeting of certain requirements (empanelment criteria) in the areas of infrastructure, manpower, equipment (IT, help desk etc.) and services (for e.g. liaison officers to facilitate beneficiary management) offered, refer to **Schedule 5** of this document.
- c. At the time of empanelment, those Hospitals that have the capacity and which fulfil the minimum criteria for offering tertiary treatment services as prescribed by the SHA would be specifically designated for providing such tertiary care packages.
- d. The SHA shall be responsible for empanelment and periodic renewal of empanelment of health care providers for offering services under the AB-PMJAY. The SHA may undertake this function either directly or through the selected ISA. However, the final decision regarding empanelment of hospital will rest with SHA.

- e. Under circumstances of any dispute, final decision related to empanelment of health care providers shall vest exclusively with the SHA.
- f. Detailed guidelines regarding empanelment of health care providers are provided at **Schedule 5**.

## 6. Agreement with Empanelled Health Care Providers

- a. Once a health care provider is found to be eligible for empanelment and if the empanelment is approved by SHA, then SHA and the selected Insurance Company shall enter into a tripartite Provider Service Agreement with such health care provider to provide the medical treatments, surgical procedures, day care treatments (as applicable), and follow-up care for which such health care provider meets the infrastructure and personnel requirements.
- b. This Provider Service Agreement shall be a tripartite agreement where the ISA shall be the third party. Format for this Agreement is provided at **Schedule 6**.
- c. The Agreement of an EHCP shall continue for a period as per duration of three years from the date of the execution of the tripartite Provider Services Agreement, unless the EHCP is de-empanelled in accordance **with De-empanelment guidelines provided under Schedule 5** and its agreement terminated in accordance with its terms.
- d. The ISA agrees that neither it nor its outsourced agency will enter into any understanding with the EHCP that are in contradiction to or that deviates from or breaches the terms of the Implementation Support Contract between the SHA and the ISA or tripartite Provider Service Agreement with the EHCP.
- e. If the ISA or its outsourced agency or any of its representatives violates the provisions of **Clause 6.d.** above, it shall be deemed as a material breach and the SHA shall have the right to initiate appropriate action against the ISA or the EHCP or both.
- f. As a part of the Agreement, the ISA shall ensure that each EHCP has within its premises the required IT infrastructure (hardware and software) as per the AB-PMJAY guidelines. All Private EHCPs shall be responsible for all costs related to hardware and maintenance of the IT infrastructure. For all Public EHCPs the costs related to hardware and maintenance of the IT infrastructure shall be borne by the ISA. The EHCPs may take ISA's support may be sought for procurement of such hardware by the EHCPs, however the ownership of all such assets, hardware and software along with its licenses, shall irrevocably vest with the EHCP.

## 7. De-empanelment of Health Care Providers

- a. The SHA, either on its own or through Insurance Company, shall suspend or de-empanel an EHCP from the AB-PMJAY, as per the guidelines mentioned in **Schedule 5** and/or as per applicable laws and/or rules.
- b. Notwithstanding a suspension or de-empanelment of an EHCP, the ISA shall ensure that it shall honour all Claims for any expenses that have been pre-authorized or are

legitimately due before the effectiveness of such suspension or de-empanelment as if such de-empanelled EHCP continues to be an EHCP.

## 8. Term and Performance Bank Guarantee

### 8.1 Term

#### 8.1.1 Term of the Implementation Support Contract with the ISA

- a. This ISA Contract shall be for a period of maximum 3 (three) years with starting date *(insert date)*
- b. Though the Contract period is for 3 (three) years, it is to be reviewed for renewal after every 12 months from start date of the policy with reference to the performance criteria laid out in Schedule 12.
- c. However, notwithstanding provisions under clause 8.1.b, renewal of ISA Contract shall be mutually agreed between both the parties.

#### 8.1.2 Start of Policy

- a For the purpose of start of a policy, all eligible beneficiary family units in the entire State of \_\_\_\_\_ shall be covered under one policy. This issue of policy shall be supported by the ISA before the commencement of the policy start date.
- b The ISA agrees to ensure that the AB PM-JAY Beneficiaries in that State/UTs with the AB PM-JAY are provided services from that date of start of policy onwards

#### 8.1.3 Commencement of Cover Period in State

- a The first Cover Period for a State/UT shall commence from the date decided and announced by the SHA.
- b The ISA agrees to ensure servicing of policies for the State/UT in the Service Area covering all AB PM-JAY beneficiaries as per the AB PM-JAY Beneficiary Database.
- c Upon renewal of the implementation support contract for a State/UT in accordance with Section 8.1, the renewal Period for such State or State cluster shall commence from 0000 hours of the day, following the day on which the immediately preceding Policy Cover Period expires

### 8.2 Performance Bank Guarantee

#### 8.2.1 Submission of Performance Security

- 8.2.1.1 The ISA shall submit to the SHA on or before the date of execution of this Agreement, an irrevocable, unconditional and on-demand bank guarantee from a Scheduled Bank for a sum of Rs. *insert amount in numbers* (Rupees *insert amount in words*) that is payable or confirmed for payment in *insert name of the place/capital of state*, in the format set forth in **Schedule 19** (the “**Performance Security**” or “Performance Bank Guarantee” or PGB), to secure the due performance of the ISA’s obligations and the discharge of the ISA’s liabilities under this Agreement, whether during or after the Term
- 8.2.1.2 Until such time that the Performance Security is submitted by the ISA , the ISA shall ensure that the Bid Security submitted by it shall remain in full force and effect. If the validity of the Bid Security is scheduled to expire prior to submission of Performance Security and the validity of the Bid Security is not extended or if the Bid Security is not replaced by the ISA at least 15 (fifteen) days prior to such scheduled expiry date, the SHA shall be entitled to forfeit and appropriate the total amount of the Bid Security as Damages and terminate the Agreement. Upon submission of the Performance Security in accordance with Clause 8.2.1.1 the SHA shall release the Bid Security to the ISA
- 8.2.1.3 Notwithstanding anything to the contrary contained in this Agreement, if the Performance Security is not submitted by the ISA within a period of 15 (fifteen) days from the date of this Agreement, the SHA may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the ISA under or arising out of this Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the ISA. Further, the SHA shall be entitled to terminate this Agreement

## 8.2.2 Validity of Performance Security

- 8.2.2.1 The Performance Security shall remain in full force and effect from the date of its issuance until the expiration of sixty (60) Business Days following the End Date
- 8.2.2.2 If the Performance Security is scheduled to expire prior to the period specified in Clause **8.2.1**, then, no less than sixty (60) Business Days prior to the scheduled expiry of the Performance Security, the ISA shall arrange for an extension or replacement of the Performance Security meeting the requirements of this Agreement. If the ISA fails to extend or replace the Performance Security within the specified time period, the SHA shall be entitled to encash and appropriate the full value of the Performance Security as Damages and to terminate this Agreement
- 8.2.3 Appropriation of Performance Security:  
Upon occurrence of a ISA Default or failure by the ISA to pay any amount due or to discharge any liability to the SHA in accordance with this Agreement, the SHA shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages

## 9. Fee and Fee Payment

9.1 ISA will be paid a fee as per fees quoted by the ISA for servicing the AB PM-JAY Beneficiary Family Units. The Fee shall be payable by SHA at pre-agreed rate per AB PM-JAY Beneficiary Family Unit per year (f) for total number of Beneficiary Family Units in the State (n). The Total Fee payable (N) shall be calculated as:  $N=n \times f$  total Fee payable shall be paid to ISA by SHA in three instalments per year as per below schedule

Instalment	Payment Schedule	% Amount of Total Fee (N)
1	Within 21 days of signing of agreement with ISA	25%
2	Within 15 days of expiry of six months of the policy	25%
3	Within 15 days of expiry of the nine months of the policy	25%
4	Within 15 days of expiry of the one year period	25%

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

9.3 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, EHCP, or any other functionary associated with AB PM-JAY in the state for AB PM-JAY related activities, unless otherwise specifically permitted by SHA

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

### 9.5 Taxes

The ISA shall protect, indemnify and hold harmless the State Health Agency, 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 State 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.

## 9.6 Fee All Inclusive

Except as expressly permitted, the ISA shall have no right to claim any additional amount from the State Health Agency in respect of

- a. the performance of any of its obligations under this Implementation Support Contract; or
- b. any costs or expenses that it incurs in respect thereof.

## 10. Cashless Access of Services

- a. The AB-PMJAY beneficiaries shall be provided treatment free of cost for all such ailments covered under the Scheme within the limits/ sub-limits and sum insured, i.e., not specifically excluded under the Scheme.
- b. The ISA shall reimburse EHCP as per the package cost specified in this Document agreed for specified packages or as pre-authorised amount in case of unspecified packages.
- c. The ISA shall ensure that each EHCP shall at a minimum possess the Hospital IT Infrastructure required to access the AB-PMJAY Beneficiary Database and undertake verification based on the Beneficiary Identification process laid out, using unique AB-PMJAY Family ID on the AB-PMJAY Card and also ascertain the balance available under the AB-PMJAY Cover provided by the ISA.
- d. The ISA shall provide each EHCP with an operating manual describing in detail the verification, pre-authorisation and claims procedures within 7 days of signing of agreement.
- e. The ISA shall train Ayushman Mitras that will be deputed in each EHCP that will be responsible for the administration of the AB-PMJAY on the use of the Hospital IT infrastructure for making Claims electronically and providing Cashless Access Services.
- f. The EHCP shall establish the identity of the member of a AB-PMJAY Beneficiary Family Unit by Aadhaar Based Identification System (No person shall be denied the benefit in the absence of Aadhaar Card through use of alternate Government ID) and ensure:
  - (i) That the patient is admitted for a covered procedure and package for such an intervention is available.
  - (ii) AB-PMJAY Beneficiary has balance in her/ his AB-PMJAY Cover amount.
  - (iii) Provisional entry shall be made on the server using the AB-PMJAY ID of the patient. It has to be ensured that no procedure is carried out unless provisional entry is completed through blocking of claim amount.
  - (iv) At the time of discharge, the final entry shall be made on the patient account after completion of Aadhaar Card Identification Systems verification or any other recognised system of identification adopted by the SHA of AB-PMJAY Beneficiary Family Unit to complete the transaction.
- g. Provided the SHA has entrusted the responsibility of beneficiary verification to the ISA, the ISA shall ensure due diligence and rigorous review at the time of giving approvals of beneficiary identity at the time of registration in an EHCP as per beneficiary

identification guidelines under AB PM-JAY issued by the SHA from time to time. Any violation of the beneficiary identification guidelines at the time of issuing verification and either ineligible person being approved as a beneficiary or an eligible beneficiary being denied timely verification shall be deemed as a material breach of this Contract and a possible episode of fraud; and be liable for further investigations as per the Anti-Fraud Guidelines of the SHA and as per the provisions of the Contract

## 11.Pre-authorisation of Procedures

- a. All procedures in **Schedule 3** that are earmarked for pre-authorisation shall be subject to mandatory pre-authorisation. In addition, in case of Inter-State portability, all procedures shall be subject to mandatory pre-authorisation irrespective of the pre-authorisation status in **Schedule 3**.
- b. ISA will not allow any EHCP shall, under any circumstances whatsoever, to undertake any such earmarked procedure without pre-authorisation unless under emergency. Process for emergency approval will be followed as per guidelines laid down under AB-PMJAY
- c. Request for hospitalization shall be forwarded by the EHCP after obtaining due details from the treating doctor, i.e. “request for authorisation letter” (RAL). The RAL needs to be submitted online through the Scheme portal and in the event of any IT related problem on the portal, then through email or fax. The medical team of ISA would get in touch with the treating doctor, if necessary.
- d. The RAL should reach the authorisation department of the ISA within 1 hour of admission in case of emergency.
- e. In cases of failure to comply with the timelines stated in above **Clause 12.d**, the EHCP shall forward the clarification for delay with the request for authorisation.
- f. The ISA shall ensure that in all cases pre-authorisation request related decisions are communicated to the EHCP as per TAT mentioned in Schedule 12.B.2. If there is no response from the ISA within prescribed TAT of EHCP filing the pre-authorisation request, the request of the EHCP shall be deemed to be automatically authorised and shall affect performance KPIs mentioned in Schedule 12.B.2.
- g. The SHA shall not be liable to honour any claims from the EHCP for procedures featuring in **Schedule 3**, for which the EHCP does not have a pre-authorisation, if prescribed.
- h. Reimbursement of all claims for procedures listed under **Schedule 3** shall be as per the limits prescribed for each such procedure unless stated otherwise in the pre-authorisation letter/communication.
- i. The RAL form should be dully filled with clearly mentioned recommendation of Yes or No. There should be no nil, or blanks, which will help in providing the outcome at the earliest.
- j. The ISA approves or recommends payment only after receipt of RAL and the necessary medical details. And only after the ISA has ascertained and negotiated the package with

the EHCP, shall issue the Authorization Letter (AL). This shall be completed within 6 hours of receiving the RAL.

- k. In case the ailment is not covered or the medical data provided is not sufficient for the medical team of the authorisation department to confirm the eligibility, the ISA can deny the authorisation or seek further clarification/ information.
- l. The ISA needs to file a report to the SHA explaining reasons for denial of every such pre-authorisation request.
- m. Denial of authorisation (DAL)/ guarantee of payment is by no means denial of treatment by the EHCP. The EHCP shall deal with such case as per their normal rules and regulations.
- n. Authorisation letter (AL) will mention the authorisation number and the amount authorized as a package rate for such procedure for which package has not been fixed earlier. The EHCP must see that these rules are strictly followed.
- o. The authorisation is given only for the necessary treatment cost of the ailment covered and mentioned in the RAL for hospitalization.
- p. The entry on the AB-PMJAY portal for claim amount blocking as well at discharge would record the authorisation number as well as package amount agreed upon by the EHCP and the ISA.
- q. In case the balance sum available is less than the specified amount for the Package, the EHCP should follow its norms of deposit/running bills etc. However, the EHCP shall only charge the balance amount against the package from the AB-PMJAY beneficiary. The ISA upon receipt of the bills and documents would release the authorized amount.
- r. The ISA will not be liable in case the information provided in the RAL and subsequent documents during the course of authorisation is found to be incorrect or not fully disclosed.
- s. In cases where the AB-PMJAY beneficiary is admitted in the EHCP during the current Policy Cover Period but is discharged after the end of the Policy Cover Period, the claim has to be processed by the ISA and shall be paid by SHA from the Policy which was operating during the period in which the AB-PMJAY beneficiary was admitted.
- t. ISA shall ensure adherence to guidelines issued and updated from time to time by NHA, regarding Claims Adjudication

## 12. Portability of Benefits

- a. The benefits of AB-PMJAY will be portable across the country and a beneficiary covered under the scheme will be able to get benefits under the scheme across the country at any EHCP.
- b. Package rates of the hospital where benefits are being provided will be applicable while payment will be done by the SHA on the recommendation of ISA that is covering the beneficiary under its policy.

- c. The ISA is required to honour claims from any empanelled hospital under the scheme within India and will settle claims within TAT provided in Schedule 12 B.
- d. To ensure true portability of AB-PMJAY, State Governments participating in the Scheme are deemed to be in arrangement with ALL other States through, NHA, that are implementing AB-PMJAY for allowing sharing of network hospitals, transfer of claim & transaction data arising in areas beyond the service area.
- e. Detailed guidelines of portability are provided at **Schedule 9**.

## 13.Claims Adjudication

### 13.1 Claim Payments and Turn-around Time

The ISA shall comply with the following procedure regarding the processing of Claims received from the Empanelled Health Care Providers:

- a. The ISA shall require the Empanelled Health Care Providers to submit their Claims electronically as early as possible but not later than 7 days after discharge in the defined format to be prescribed by the NHA/SHA/ISA. If EHCP fails to submit the claims within 7 days, the EHCP shall take written permission from SHA for submission of claims. Claims submitted beyond 21 days of discharge of patients will not be admissible. However, in case of Public EHCPs this time may be relaxed as defined by SHA.
- b. The ISA agrees to be responsible for processing all claims and provide their recommendations regarding acceptance or rejection to SHA as per TAT provided in Schedule 12
- c. The ISA shall decide on the acceptance or rejection of any Claim received from an Empanelled Health Care Provider and provide clear recommendation to SHA
- d. If the ISA recommends for rejection of a Claim, after approval from SHA, the ISA shall issue an electronic e-notification of rejection to the Empanelled Health Care Provider stating details of the Claim summary; reasons for rejection; and details of the District Grievance Nodal Officer. e-notification of rejection shall be issued to the Empanelled Health Care Provider as per TAT in Schedule 12 B. The ISA should inform the Empanelled Health Care Provider of its right to seek redressal for any Claim related grievance before the District Grievance Redressal Committee in its e-notification of rejection.
- e. If a Claim is rejected because the Empanelled Health Care Provider making the Claim is not empanelled for providing the health care services in respect of which the Claim is made, then the ISA shall while rejecting the Claim inform the Beneficiary of an alternate Empanelled Health Care Provider where the benefit can be availed in future.
- f. The ISA agrees to be responsible for ensuring settlement of all claims **as per TAT mentioned in Schedule 12**. The Claim Payment shall be made (based on the Package Rate or the Pre-Authorized Amount) if not rejected, including any investigation into the Claim received from the Empanelled Health Care Provider.

- g. If the Beneficiary is admitted by an Empanelled Health Care Provider during a Policy Cover Period, but is discharged after the end of such Policy Cover Period and the Policy is not renewed, then the arising Claim shall be paid in full subject to the available Sum Insured.
- h. All Claims audits/investigations shall be undertaken by qualified and experienced Medical Practitioners appointed by the ISA to ascertain the nature of the disease, illness or accident and to verify the eligibility thereof for availing the benefits under this Implementation Support Contract and relevant Policy. The ISA's medical staff shall not impart or advise on any Medical Treatment, Surgical Procedure or Follow-up Care or provide any OPD Benefits or provide any guidance related to cure or other care aspects.
- i. The ISA may collect at its own cost, complete Claim papers from the Empanelled Health Care Provider, if required for audit purposes.
- j. The ISA agrees to, at all times, comply with Health Insurance Regulations and any other Law issued or notified by the IRDAI in relation to the provision of Cashless Access Services and Claims processing.
- k. The ISA will recommend to the SHA on the action to be taken in relation to a Claim. However, the final decision on approval and rejection of Claims shall be made by the SHA.
- l. The Central Claims Committee of the SHA shall undertake close scrutiny of all claims withheld for more than 10 days by ISA and if during its review the SHA determines that there was no prima facie reason for withholding the settlement of claims, the ISA shall treat such act of ISA as potential fraud and at its sole discretion may initiate investigations to uncover the motive behind withholding claims as per its Anti-Fraud Guidelines.
- m. The ISA shall submit monthly details of:
  - (i) all Claims that are under investigation to the district nodal officer of the State Health Agency for its review;
  - (ii) every Claim that is pending Beyond Turn Around Time to the State Health Agency, along with its reasons for delay in processing such Claim; and
  - (iii) details of applicable penalty as per KPIs mentioned under Schedule 12 .
- n. The ISA may collect at its own cost, complete Claim papers from the Empanelled Health Care Provider, if required for audit purposes. This shall not have any bearing on the Claim Payments to the Empanelled Health Care Provider.
- o. Guidelines for submission of claims, claims processing, handling of claim queries, and all other related details shall be as per prevalent NHA's Claims Adjudication guideline on the same.

## 13.2 Right of Appeal and Reopening of Claims

- a. The Empanelled Health Care Provider shall have a right of appeal against a rejection of a Claim by the SHA, if the Empanelled Health Care Provider feels that the Claim is payable. Such decision of the ISA may be appealed by filing a grievance with the DGNO within 15 days of rejection of claim, in accordance with **Clause 26** of this Insurance Contract. This timeline is not applicable for public hospitals.
- b. The SHA and/or the DGNO or the DGRC, as the case maybe, may re-open the Claim, if the Empanelled Health Care Provider submits the proper and relevant Claim documents that substantiates their right to re-open such claims..

## 14.No Duty of Disclosure

- a. Notwithstanding the issue of the Tender Documents and any other information provided by the State Health Agency prior to the date of this Implementation Support Contract, the ISA hereby acknowledges that it does not rely on and has not been induced to enter into this Implementation Support Contract or to provide the Covers or to assess the Fee for providing the Covers on the basis of any statements, warranties, representations, covenants, undertakings, indemnities or other statements whatsoever and acknowledges that none of the State Health Agency or any of its agents, officers, employees or advisors or any of the enrolled Beneficiary Family Units have given or will give any such warranties, representations, covenants, undertakings, indemnities or other statements.
- b. Prior to commencement of each Policy Cover Period for any State, the State Health Agency or NHA undertake to prepare or cause a third party to prepare the Beneficiary Database as correctly as possible. The ISA acknowledges that, notwithstanding such efforts being made by the State Health Agency, the information in the Beneficiary Database may not be accurate or correct and that the Beneficiary Database may contain errors or mistakes.

Accordingly, the ISA acknowledges that the State Health Agency makes no warranties, representations, covenants, undertakings, indemnities or other statements regarding the accuracy or correctness of the Beneficiary Database that will be provided by it to the ISA.

- c. The ISA represents, warrants and undertakes that it has completed its own due diligence and is relying on its own judgment in assessing the risks and responsibilities that it will be undertaking by entering into this Implementation Support Contract and in providing the Covers to the enrolled Beneficiary Family Units and in assessing the adequacy of the Fee for providing the Covers for the Beneficiary Family Units.
- d. Based on the acknowledgements of the ISA in this Clause, the ISA:
  - (i) acknowledges and confirms that the State Health Agency has made no and will make no material disclosures to the ISA;
  - (ii) acknowledges and confirms that the State Health Agency shall not be liable to the ISA for any misrepresentation or untrue, misleading, incomplete or inaccurate statements made by the State Health Agency or any of its agents, officers, employees,

or advisors at any time, whether made wilfully, negligently, fraudulently or in good faith; and

(iii) hereby releases and waives all rights or entitlements that it has or may have to:

- make any claim for damages and/or declare this Implementation Support Contract declared null and void; or
- as a result of any untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars that affect the ISA’s ability to provide the Covers.

## 15. Fraud Control and Management

- a. The ISA is expected to have the capability of develop a comprehensive fraud control system for the scheme which shall at the minimum include regular monitoring, data analytics, ecards audit, medical audit, field investigation, hospital audit, corrective action etc It shall comply with provisions of PMJAY Anti-Fraud Guidelines and Advisories as issued time to time.
- b. For an indicative (not exhaustive) list of fraud triggers that may be automatically and on a real-time basis be tracked as provided in **Schedule 13**. The ISA shall have capacities and track the indicative (not exhaustive) triggers and it can add more triggers to the list.
- c. For all trigger alerts related to possible fraud at the level of EHCPs, the ISA shall take the lead in immediate investigation of the case in close coordination and under constant supervision of the SHA.
- d. Investigations pursuant to any such alert shall be concluded within 07 (seven) days and all final decision related to outcome of the Investigation and consequent penal action, if the fraud is proven, shall vest solely with the SHA.
- e. The SHA shall take all such decision within the provisions of the Implementation Support Contract, PMJAY Anti Fraud Guidelines, Recovery Guidelines and Advisories etc. and be founded on the Principles of Natural Justice and as per applicable laws.
- f. The SHA shall on an ongoing basis measure the effectiveness of anti-fraud measures in the Scheme through a set of indicators. For a list of such indicative (not exhaustive) indicators, refer to **Schedule 14**.
- g. The ISA shall be responsible for monitoring and controlling the implementation of the AB-PMJAY in the State in accordance with **Clause 24**.
- h. In the event of a fraudulent Claim being made or a false statement or declaration being made or used in support of a fraudulent Claim or any fraudulent means or device being used by any Empanelled Health Care Provider or the TPA or other intermediary hired by the ISA or any of the Beneficiaries to obtain any benefits under this Implementation Support Contract or any Policy issued by the ISA (each a Fraudulent Activity), then the ISA’s sole remedies as per the approval of SHA shall be to:
  - (i) refuse to honour a fraudulent Claim or Claim arising out of Fraudulent Activity or reclaim all benefits paid in respect of a fraudulent Claim or any Fraudulent Activity

relating to a Claim from the Empanelled Health Care Provider and/or any entity that has undertaken or participated in a Fraudulent Activity; and/or

(ii) take disciplinary action against the Empanelled Healthcare provider that has made a fraudulent Claim or undertaken or participated in any unethical practices, including but not limited to issuing showcause notice, levying penalties as per provisions or refer for suspension or de-empanelment to the State Empanelment Committee, with the procedure specified in **Schedule 5**;

(iii) terminate the services agreement with the intermediary appointed by the ISA; and/or

provided that the ISA keeps the SHA informed of actions taken by it along with details thereof.

(iv) The State Health Agency shall have the right to conduct a random audit of any or all cases in which the ISA has exercised such remedies against an Empanelled Health Care Provider and/or any Beneficiary. If the State Health Agency finds that the ISA has wrongfully de-empanelled an Empanelled Health Care Provider, then the ISA shall be required to reinstate such benefits to such Empanelled Health Care Provider.

i. The ISA hereby releases and waives all rights or entitlements to:

(i) make any claim for damages and/or have this Implementation Support Contract or any Policy issued under this Implementation Support Contract declared null and void; or

as a result of any fraudulent Claim by or any Fraudulent Activity of any Empanelled Health Care Provider.

## 16. Representations and warranties of the ISA

### 16.1 Representations and Warranties

The ISA represents, warrants and undertakes that:

a. The ISA has the full power, capacity and authority to execute, deliver and perform this Implementation Support Contract and it has taken all necessary actions (corporate, statutory or otherwise), to execute, deliver and perform its obligations under this Implementation Support Contract and that it is fully empowered to enter into and execute this Implementation Support Contract, as well as perform all its obligations hereunder.

b. Neither the execution of this Implementation Support Contract nor compliance with its terms will be in conflict with or result in the breach of or constitute a default or require any consent under:

(i) any provision of any agreement or other instrument to which the ISA is a party or by which it is bound;

- (ii) any judgment, injunction, order, decree or award which is binding upon the ISA; and/or
  - (iii) the ISA's Memorandum and Articles of Association or its other constituent documents.
- c. The ISA is duly registered with the IRDAI, has duly obtained renewal of its registration from the IRDAI and to the best of its knowledge, will not have its registration revoked or suspended for any reason whatsoever during the Term of this Implementation Support Contract. The ISA undertakes that it shall continue to keep its registration with the IRDAI valid and effective throughout the Term of this Implementation Support Contract.
- d. The ISA has conducted the claims processing and settlement business in India for at least 3 financial years prior to the submission of its Bid and shall continue to be an ISA that is permitted under Law to carry on the business throughout the Term of this Implementation Support Contract.
- e. In the financial year prior to the submission of its Bid, the ISA has maintained its solvency ratio in full compliance with the requirements of the IRDAI Solvency Regulations and the ISA undertakes that it shall continue to maintain its solvency ratio in full compliance with the IRDAI Solvency Regulations throughout the Term of this Implementation Support Contract.
- f. The ISA has complied with and shall continue to comply with all Laws, including but not limited to the rules or regulations issued by the IRDAI in connection with the conduct of its business and the AB-PMJAY Guidelines issued by NHA and/or the State Health Agency from time to time.
- g. The ISA has quoted the Fees and accepted the terms and conditions of this Implementation Support Contract. The ISA will not later deny any obligation on the grounds that: (x) the Fee is found financially unviable; or (y) the assumptions taken by the ISA with its Bid have been:
- h. Without prejudice to above, the ISA is and shall continue to be capable of meeting its liabilities to servicing the Covers being provided by SHA under this Implementation Support Contract and has and shall continue to have sufficient infrastructure, trained manpower and resources to perform its obligations under this Implementation Support Contract.
- i. The ISA has at no time, whether prior to or at the time of submission of its Bid and at the time of execution of this Contract, been black-listed or been declared as ineligible from participating in government sponsored schemes (including the AB-PMJAY) by the IRDAI.
- j. After the issuance of each Policy, the ISA shall not withdraw or modify the Fee or the terms and conditions of the Covers provided to the Beneficiaries during the Term of this Implementation Support Contract.
- k. The ISA abides and shall continue to abide by the Health Insurance Regulations and the code of conduct prescribed by the IRDA or any other governmental or regulatory body with jurisdiction over it, from time to time.

## 16.2 Continuity and Repetition of Representations and Warranties

The ISA agrees that each of the representations and warranties set out in **Clause 16.1** are continuing and shall be deemed to repeat for each day of the Term.

## 16.3 Information regarding Breach of Representations and Warranties

The ISA represents, warrants and undertakes that it shall promptly, and in any event within 15 days, inform the State Health Agency in writing of the occurrence of a breach or of obtaining knowledge of a potential breach of any of the representations and warranties made by it in **Clause 16.1** at any time during the continuance of the Term.

## 17. Project Office and District Offices and Manpower

### 17.1 Project Office at the State Level

The ISA shall establish a Project Office at a convenient place at *[insert name of State/ UT capital]* for coordination with the SHA on a regular basis within timeline provided under Schedule 12.

### 17.2 District Offices

- a. The ISA shall set up an office in each of the districts of the State/UT of *[insert name of State/UT]* at the district headquarters of such district (each a District Office) within given timelines.
- b. Each District Office shall be responsible for coordinating the ISA's activities at the district level with the SHA's district level administration.

### 17.3 Organizational Set up and Functions

- a. In addition to the support staff for other duties, the ISA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the AB-PMJAY and for the performance of its obligations and discharge of its liabilities under the Insurance Contract. Detailed list of staff to be provided by ISA is provided under Schedule 15:
- b. In addition to the personnel mentioned in Schedule 16, the ISA shall recruit or employ experienced and qualified personnel including but not limited to following roles within its organisation exclusively for the purpose of the implementation of the Scheme:
  - i To undertake Information Technology related functions which will include, among other things, collating and sharing claims related data with the SHA and running of the website, if any other than central web-portal, at the State level and updating data at regular intervals on the website. The website shall have information on AB PM-JAY in the local language and English with functionality for claims settlement and account information access for the AB PM-JAY Beneficiaries and the EHCP.
  - ii To set up and manage toll free call center including linkage with national call center as defined by Government of India

- iii To implement the grievance redressal mechanism and to participate in the grievance redressal proceedings provided that such persons shall not carry out any other functions simultaneously if such functioning will affect their independence as members of the grievance redressal committees at different levels.
  - iv To provide hardware and manage its maintenance including Annual Maintenance Cost, if any, as per the guidelines of the scheme at all Public Hospitals.
  - v To coordinate the ISA's State level obligations with the State level administration of the SHA.
  - vi To undertake the Management Information System (MIS) functions, which include creating the MIS dashboard and collecting, collating and reporting data.
  - vii To generate reports in formats prescribed by the SHA from time to time or as specified in the Scheme Guidelines, at monthly intervals.
  - viii Processing and approval of beneficiary identity verification requests, received from Pradhan Mantri Arogya Mitras at the hospitals, as per the process defined in the scheme. Scrutiny and approval of beneficiary identity verification requests if all the conditions are fulfilled, within 30 minutes of receiving the requests from Pradhan Mantri Arogya Mitras at the network hospital.
  - ix To undertake the Pre-authorisation functions under AB PM-JAY.
  - x To undertake paperless claims settlement for the Empanelled Health Care Providers with electronic clearing facility, including the provision of necessary Medical Practitioners to undertake investigation of claims made.
  - xi To undertake internal monitoring and control functions including fraud detection along with providing a team with adequate manpower to analyse data for analyzing patterns, frauds and taking actions against the hospitals.
  - xii To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like AB PM-JAY beneficiaries, the EHCPs etc., analysing the feedback data and recommending appropriate actions.
  - xiii To coordinate the ISA's district level obligations with the district level administration of the SHA.
- c. Provided, however, that the ISA shall not outsource any roles or functions that are its core functions as a health ISA or that the ISA is prohibited from outsourcing under the Insurance Laws, including but not limited to: implementation of the grievance redressal mechanism, managing its District Offices, undertaking pre-authorisation (other than in accordance with the Health Insurance Regulations), undertaking Claims Payments (other than in accordance with the Health Insurance Regulations).
- d. The ISA shall provide a list of all appointments and replacement of such personnel to the SHA within 30 days of all such appointments and replacements. The ISA shall ensure that its employees coordinate and consult with the SHA's corresponding personnel for the successful implementation of AB-PMJAY and the due performance of the ISA's obligations and discharge of the ISA's liabilities under the Implementation Support Contract and the Policies issued hereunder.

- e. The ISA shall complete the recruitment of such employees within 45 days of the signing of the Implementation Support Contract and in any event, prior to commencement of the Policy Cover Period.
- f. The ISA agrees to provide toll-free telephone services for the guidance and benefit of the beneficiaries whereby the covered Persons shall receive guidance about various issues by dialling a State Toll free number. This service provided by the ISA is referred to as the “Call Centre Service”. This call centre shall have linkage with the National Call Centre as per the guidelines of Government of India
  - a. **Call Centre Information**

The ISA shall operate a call centre for the benefit of all covered Persons. The Call Centre shall function for 24 hours a day, 7 days a week and round the year. The cost of operating of the number shall be borne solely by the ISA. As a part of the Call Centre Service the ISA shall provide all the necessary information about AB PM-JAY to any person who calls for this purpose. The call centre shall have access to all the relevant information of AB PM-JAY in the State so that it can provide answer satisfactorily.
  - b. **Language**

The ISA undertakes to provide services to the covered Persons in English and local languages.
  - c. **Toll Free Number**

The ISA will operate a state toll free number and / or linked with national toll free number with a facility of a minimum of 10 lines and provision for answering the queries.
  - d. **ISA to inform Beneficiaries**

The ISA will intimate the state toll free number and / or national toll free number to all beneficiaries along with addresses and other telephone numbers of the ISA’s Project Office

## 18. Obligations of the Implementation Support Agency

The Implementation Support Agency agrees to undertake the following tasks which are necessary for successful implementation of the Scheme. These are indicative but not exhaustive.

- a Processing and approval of beneficiary identity verification requests, received from Pradhan Mantri Arogya Mitras at the hospitals, as per the process defined in the scheme. Scrutiny and approval of beneficiary identity verification requests if all the conditions are fulfilled, within 30 minutes of receiving the requests from Pradhan Mantri Arogya Mitras at the network hospital.
- b Processing of pre-authorization requests related to the scheme from the empanelled hospitals. Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, within 4 hours of receiving the preauthorization requests from the network hospital.

- c Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the State Health Agency within 10 days of receipt of complete claim so as to ensure payment within 15 days of receipt of the bills from the network hospitals.
- d Fraud detection and control including providing a team with adequate manpower to undertake spot checks, investigations, analyse data for analyzing patterns, frauds and taking actions against the hospitals to prevent and detect fraud including but not limited to preventing beneficiary fraud and ensuring that no fraudulent claim is processed for payment.
- e Set up a fully operational Project and district office within TAT mentioned in Schedule 12.
- f Provide staff as detailed in Schedule 15
- g Conduct audit as per Anti Fraud Guidelines
- h Support in hospital empanelment related activities including field verification of the hospitals on the request of SHA
- i Support in deployment of SHA IT platform and maintenance including modification in IT systems (if any). Also provide claim processing software where required.
- j Providing hardware and managing its maintenance including Annual Maintenance Cost, if any as per the guidelines of the scheme at all empanelled Public Hospitals.
- k Participate in and coordinate timely redressal of grievances in close coordination with the concerned Grievance Redressal Committee.
- l Comply with the orders of the concerned Grievance Redressal Committee should an order be issued against the ISA itself.
- m To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like AB PM-JAY beneficiaries, the EHCPs etc., analysing the feedback data and recommending appropriate actions.
- n Abide by the terms and conditions of the Implementation Support Contract throughout the tenure of the Contract.
- o Ensuring that the contact details of the State Coordinator of the Implementation Support Agency and the nodal officer of the EHCP (as the case may be) are updated on the AB PM-JAY website.
- p Ensure provision of services in absence of internet connectivity as provided in **Section 22**

## 19. Other Obligations

### 19.1 ISA's Obligations before start of the policy

The ISA shall mandatorily complete the following activities before the start of policy in the State:

- a. Ensure that requisite hardware and software is available in the empanelled public hospitals as required (*instructions to the state: provide the details of hardware and software to be provided in public hospitals*)
- b. State and district offices as mentioned above are set up and functional
- c. Ensuring that contact details of the District Coordinator of the ISA, and the nodal officer of the other service providers appointed by the ISA are provided to SHA before the commencement of each Policy Cover Period.

### 19.2 State Health Agency's Obligations

The State Health Agency shall mandatorily complete the following activities before the start of the policy in the State:

- a. Payment of Fee as per schedule mentioned under Clause 10.1
- b. Provide the Beneficiary Database for each district in the format prescribed by the AB-PMJAY Guidelines to the ISA prior to the commencement of each Policy Cover Period at least 15 days prior to the scheduled date for start of policy.
- c. Appoint the District Nodal Officers (DNOs) and other required staff for each district and work with the DNO appointed by it to create the requisite organization structure at the district level to effectively implement and manage the AB-PMJAY within 30 days of the signing of this Implementation Support Contract.
- d. Set up State and District level grievance committees as detailed out in this contract document.
- e. Set up Claims review committee as mentioned in 24.3.1 (b) (I)
- f. Take Action on BIS rejection recommendation of the ISA

## 20. Service beyond Service Area

To ensure true portability of AB-PMJAY, State Governments participating in the Scheme are deemed to be in arrangement with ALL other States, through NHA, that are implementing AB-PMJAY for allowing sharing of network hospitals, transfer of payment of claim & transaction data arising in areas beyond the service area

## 21. Plan for Provision of Services in the Absence of Internet Connectivity

The ISA agrees that if, in the implementation of the Scheme and use of the prescribed technology and systems, there is an issue causing interruption in the provision of Cashless Access Services, the ISA shall:

- a. make all efforts to put in place an alternate mechanism to ensure continued provision of Cashless Access Services to the AB-PMJAY Beneficiaries;
- b. take all necessary measures to fix the technology or related issues to bring the Cashless Access Services back onto the online platform within the earliest possible time in close coordination with the SHA; and
- c. furnish all data/information in relation to the cause of interruptions, the delay or other consequences of interruptions, the mitigating measures taken by the ISA and any other related issues to the SHA in the format prescribed by the SHA at that point in time.

## 22. Management Information System

- a. All Management Information System (MIS) shall be on a centralised web-based architecture designed by the NHA, for the purposes of the Scheme.
- b. The ISA shall maintain a MIS dashboard that will act as a visual interface to provide at-a-glance views on key ratios and measures of data regarding the implementation of the Scheme.
- c. The ISA shall update the information on the MIS dashboard real time and shall provide the SHA and any number of authorized representatives of the SHA or its advisors/consultants with access to the various modules on the MIS dashboard. The SHA and the NHA shall have the right to download, print or store the data available on the MIS dashboard.
- d. In addition, the ISA shall submit reports to the SHA regarding health-service usage patterns, Claims data and such other information regarding the delivery of benefits as may be required by the SHA on a monthly basis.
- e. In addition, the ISA shall be responsible for submitting such other data and information as may be requested by the SHA and/ or to the NHA and to submit such reports in formats as required by and specified by the SHA from time to time.
- f. All data generated by the ISA in relation to the implementation and management of the Scheme and/or in performing its obligations under the Implementation Support Contract shall be the property of the SHA and NHA. The ISA undertakes to handover all such information and data to the SHA within 10 days of the expiration or cancellation of the Policy for that State and on the expiration or early termination of the Implementation Support Contract.

## 23. Monitoring and Control

## 23.1 Scope of Monitoring

- a. Monitoring under AB-PMJAY shall include supervision and monitoring of all the activities under the AB-PMJAY undertaken by the ISA and ensuring that the ISA complies with all the provisions of the Implementation Support Contract signed with the State Health Agency (SHA) and all contracts and sub-contracts/ agreements issued by the ISA pursuant to the Implementation Support Contract with the SHA for implementation of the Scheme.
- b. Monitoring shall include but not be limited to:
  - i. Overall performance and conduct of the ISA.
  - ii. Claims management process.
  - iii. Grievance redressal process.
  - iv. Fraud control process
  - v. Any other aspect/ activity of the ISA related to the implementation of the Scheme.

## 23.2 Monitoring Activities to be undertaken by the ISA

### 23.2.1 General Monitoring Obligations

Under the AB-PMJAY, the ISA shall monitor the entire process of implementation of the Scheme on an ongoing basis to ensure that it meets its obligations under its Implementation Support Contract with the SHA. Towards this obligation the ISA shall undertake, **but not be limited to**, the following tasks:

- a. Ensure compliance to all the terms, conditions and provisions of the Scheme.
- b. Ensure monitoring of processes for seamless access to cashless health care services by the AB-PMJAY beneficiaries under the provisions of the Scheme.
- c. Ensure monitoring of processes for timely claim processing and management of all claims of the EHCPs.
- d. Ensure monitoring of processes/transactions/entities for fraud control
- e. Ensure fulfilment of minimum threshold levels as per the agreed Key Performance Indicators (KPIs) laid down in Schedule 12.
- f. Ensure compliance from all its sub-contractors, vendors and intermediaries hired/contracted by the ISA under the Scheme for the fulfilment of its obligations.

## 23.3 Monitoring Activities to be undertaken by the State Health Agency

### 23.3.1 Audits by the State Health Agency

- a. Audit of the audits undertaken by the ISA: The SHA shall have the right to undertake sampled audits of all audits (Medical Audit and Hospital Audit) undertaken by the ISA.

b. **Direct audits:** In addition to the audit of the audits undertaken by the ISA referred in **Clause 23.3.1.a**, the SHA shall have the right to undertake direct audits on a regular basis conducted either directly by it or through its authorized representatives/ agencies including appointed third parties. Direct audits shall include:

(i) **Claims audit:** For the purpose of claims audit, the SHA shall constitute a **Claims Review Committee (CRC)** that shall look into 100 percent of the claims recommended for rejection or partially processed by the ISA or partially settled by SHA to assure itself of the legitimacy of the ISA's decisions. Claims settlement decisions of the ISA that are disputed by the concerned EHCP shall be examined in depth by the CRC after such grievance of the EHCP is forwarded by the concerned Grievance Redressal Committee (GRC) to the CRC.

CRC shall examine the merits of the case within 30 working days and recommend its decision to the concerned GRC. The GRC shall then communicate the decision to the aggrieved party (the EHCP) as per the provisions specified in the Clause of Grievance Redressal Mechanism.

During the claims audit the SHA shall look into the following aspects (indicative, not exhaustive):

- Evidence of rigorous review of claims adjudication.
- Comprehensiveness of claims submissions (documentation) by the EHCPs.
- Number of type of queries raised by the ISA during review of claims – appropriateness of queries.
- Accuracy of claims settlement.

(ii) **Concurrent Audits:** The SHA shall have the right to set up mechanisms for concurrent audit of the implementation of the Scheme and monitoring of ISA's performance under this Implementation Support Contract.

### 23.3.2 Spot Checks by the State Health Agency

- a. The SHA shall have the right to undertake spot checks of district offices of the ISA and the premises of the EHCP without any prior intimation.
- b. The spot checks shall be random and will be at the sole discretion of the SHA.

### 23.3.3 Performance Review and Monitoring Meetings

- a. The SHA shall organize fortnightly meetings for the first three months and monthly review meetings thereafter with the ISA. The SHA shall have the right to call for additional review meetings as required to ensure smooth functioning of the Scheme.
- b. Whereas the SHA shall issue the Agenda for the review meeting prior to the meeting while communicating the date of the review meeting, as a general rule the Agenda shall have the following items:
  - (i) Review of action taken from the previous review meeting.

- (ii) Review of performance and progress in the last quarter: utilization pattern, claims pattern, etc. This will be done based on the review of reports submitted by the ISA in the quarter under review.
  - (iii) KPI Results review – with discussions on variance from prescribed threshold limits, if any.
  - (iv) Contracts management issue(s), if any.
  - (v) Risk review, fraud alerts, action taken of fraud alerts.
  - (vi) Inter ISA claim settlement
  - (vii) Any other item.
- c. All meetings shall be documented and minutes shared with all concerned parties.
- d. Apart from the regularly quarterly review meetings, the SHA shall have the right to call for interim review meetings as and when required on specific issues.

#### 23.4 Key Performance Indicators for the ISA

- a. A set of critical indicators where the performance level below the threshold limit set, shall attract financial penalties and shall be called **Key Performance Indicators (KPI)**. For list of KPIs, see **Schedule 12**.
- b. At the end of every 12 months, if there is renewal of the tenure, the SHA shall have the right to amend the KPIs, which if amended, shall be applicable pre-emptively on the ISA and the ISA shall be obliged to abide by the same.

#### 23.5 Measuring Performance

- a. Performance shall be measured as per timeline and threshold provided in Schedule 12.
- b. Indicator performance results shall be reviewed in the quarterly review meetings and reasons for variances, if any, shall be presented by the ISA.
- c. ISAs shall pay SHA all penalties imposed by the SHA in line with KPIs mentioned in Schedule 12 on the ISA within 15 days of receipt Penalty Notice from SHA. SHA shall ensure that Penalty Notice contains all the details regarding penalties being imposed
- d. Penalty Notice shall be shared with ISA in each quarter and calculation of penalties shall be as detailed in Schedule 12.
- e. If the ISA wishes to contest the penalty levied by SHA, it may represent to the SHA along with documentary necessary documentary proof within 7 days of receipt of the notice.
- f. SHA may examine the evidence and facts and arrive at final penalty amount/decision and shall convey the same to ISA withing 7 days.
- g. In the event of delay due to IT system downtime, KPI penalties shall not be applicable

- h. Along with monitoring of KPIs, SHA may issue rectification orders to ISA. All such rectifications shall be undertaken by the ISA within 30 days of the date of issue of such Rectification Order unless stated otherwise in such Order(s).
- i. At the end of the rectification period, the ISA shall submit an Action Taken Report with evidences of rectifications done to the SHA.
- j. If the SHA is not satisfied with the Action Taken Report, it shall call for a follow up meeting with the ISA and shall have the right to take appropriate actions within the overall provisions of the Implementation Support Contract between the SHA and the ISA.

### 23.6 Penalties

- a. KPI related penalties are provided in the KPI table in **Schedule 12**.

### 24.Subcontracting

- a. ISA is not allowed to subcontract any or part of its work to any third-party agency

### 25.Reporting Requirements

- a. The ISA shall submit all reports mandated by SHA
- b. All reports shall be uploaded by the ISA online on the SHA web portal along with separate email and physical copy .
- c. The ISA shall receive auto-acknowledgement immediately on submission of the report.
- d. The SHA shall review all progress reports and provide feedback, if any, to the ISA.
- e. All Audits reports shall be reviewed by the SHA and based on the audit observations, determine remedial actions, wherever required.

### 26.Grievance Redressal

A robust and strong grievance redressal mechanism has been designed for AB-PMJAY. The District authorities shall act as a frontline for the redressal of Beneficiaries' / Providers / other Stakeholder's grievances. The District authorities shall also attempt to solve the grievance at their end. The grievances so recorded shall be numbered consecutively and the Beneficiaries / Providers or any other aggrieved party shall be provided with the number assigned to the grievance. The District authorities shall provide the Beneficiaries / Provider or any other aggrieved party with details of the follow-up action taken as regards the grievance as per the process laid down. The District authorities shall also record the information in pre-agreed format of any complaint / grievance received by oral, written or any other form of communication.

Under the Grievance Redressal Mechanism of AB-PMJAY, set of three tier Grievance Redressal Committees have been set up to attend to the grievances of various stakeholders at different levels. Details of Grievance Redressal mechanisms and guidelines are published and revised by NHA from time to time, ISA shall ensure adherence to these guidelines while conducting grievance redressal.

## 27. Term and Termination

### 27.1 Term

This Implementation Support Contract shall become effective on the date of its execution and shall continue to be valid and in full force and effect until 3 (three) years but mutually renewable every 12 Months as per Clause 8 until

- a. expiration of the Policy Cover Period under each Policy issued under this Implementation Support Contract;
- b. the discharge of all the ISA's liabilities for all Claims made by the Empanelled Health Care Providers on or before the date of expiration of the Policy Cover Period for each Policy. For the avoidance of doubt, this shall include a discharge of the ISA's liability for all amounts blocked for the Beneficiaries before the date of expiration of such Policy Cover Period; and
- c. the discharge of all the ISA's liabilities to the State Health Agency, including for refund of any Fee for any of the previous Policy Cover Periods.

The ISA undertakes that it shall discharge all its liabilities in respect of all such Claims raised in respect of each Policy and all of its liabilities to the State Health Agency within 45 days of the date of expiration of the Policy Cover Period for that Policy.

The period of validity of this Implementation Support Contract shall be the **Term**, unless this Implementation Support Contract is terminated earlier.

### 27.2 Termination by the State Health Agency

- a. The State Health Agency shall have the right to terminate this Implementation Support Contract upon the occurrence of any of the following events (each an **ISA Event of Default**), provided that such event is not attributable to a Force Majeure Event:
  - (i) the ISA fails to duly obtain a renewal of its registration with the IRDAI or the IRDAI revokes or suspends the ISA's registration for the ISA's failure to comply with applicable Insurance Laws or the ISA's failure to conduct the general or health insurance business in accordance with applicable Insurance Laws or the code of conduct issued by the IRDAI; or
  - (ii) If at any time any payment, assessment, charge, lien, penalty or damage herein specified to be paid by the ISA to the SHA, or any part thereof, shall be in arrears and unpaid within 60 days of receipt of a written notice from the SHA requesting payment thereof; or

- (iii) the ISA is otherwise in material breach of this Implementation Support Contract that remains uncured despite receipt of a 60-day cure notice from the SHA; or
  - (iv) any representation, warranty or undertaking given by the ISA proves to be incorrect in a material respect or is breached; or
  - (v) The ISA has successively infringed the terms and conditions of the Implementation Support Contract and/or has failed to rectify the same even after the expiry of the notice period for rectification of such infringement then it would amount to material breach of the terms of the Implementation Support Contract by the ISA; or
  - (vi) The ISA has failed to perform or discharge any of its obligations in accordance with the provisions of the Implementation Support Contract with SHA unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the SHA without any contributory factor of the ISA; or
  - (vii) The ISA engaging or knowingly has allowed any of its employees, agents, tenants, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to the Implementation Support Contract; or
  - (viii) The ISA has been adjudged as bankrupt or become insolvent; or
  - (ix) Any petition for winding up of the ISA has been admitted and liquidator or provisional liquidator has been appointed or the ISA has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the SHA, provided that, as part of such or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the ISA under the Implementation Support Contract; or
  - (x) The ISA has abandoned the Project Office(s) of the AB-PMJAY and is non-contactable for two weeks over phone and email; or
  - (xi) Performance against KPI is below the threshold specified in **Schedule 12, including pertaining to SPD trigger**; or
  - (xii) Intentional or unintentional act of undisputedly proven fraud committed by the ISA.
- b. Upon the occurrence of an ISA Event of Default, the State Health Agency may, without prejudice to any other right it may have under this Implementation Support Contract, in law or at equity, issue a notice of its intention to terminate this Implementation Support Contract to the ISA (**Preliminary Termination Notice**).

If the ISA fails to remedy or rectify the ISA Event of Default stated in the Preliminary Termination Notice within 30 days of receipt of the Preliminary Termination Notice, the State Health Agency will be entitled to terminate this Implementation Support Contract by issuing a final termination notice (**Final Termination Notice**).

- c. SHA will provide pro rata Fee for the period for which ISA has provided the policy within 30 days of end of policy. In case excess Fee with respect to pro rata policy has been already received by the ISA then ISA will need to return the excess Fee excluding the Fee due for the pro rata period within 30 days of end of policy.

### 27.3 State Health Agency Event of Default

- a. The ISA can terminate this Implementation Support Contract upon the occurrence of non payment of Fee within 90 days of the due date by the State Health Agency that remains uncured despite receipt of a 15 day cure notice or Preliminary Termination Notice from

the ISA (a **State Health Agency Event of Default**), provided that such event is not attributable to a Force Majeure Event.

- b. Upon the occurrence of a State Health Agency Event of Default (non-payment of Fee after 90 days of due of payment), the ISA may, without prejudice to any other right it may have under this Implementation Support Contract, in law or at equity, issue a Preliminary Termination Notice to the State Health Agency. If the State Health Agency fails to remedy or rectify the State Health Agency Event of Default stated in the Preliminary Termination Notice issued by the ISA within 15 days of receipt of the Preliminary Termination Notice, the ISA will be entitled to terminate this Implementation Support Contract by issuing a Final Termination Notice.
- c. The SHA or its employees, or representatives engage in any corrupt or fraudulent practices which are prohibited under relevant national and state level Anti Corruption laws
- d. The SHA has failed to perform or discharge any of its obligations in accordance with the provisions of the Implementation Support Contract with ISA unless such event has occurred because of a Force Majeure Event,

#### 27.4 Termination Date

The **Termination Date** upon termination of this Implementation Support Contract for:

- a. an ISA Event of Default, shall be the date of issuance of the Final Termination Notice;
- b. a State Health Agency Event of Default, shall be the date falling 15 Business Days from the date of the Final Termination Notice issued by the ISA; and
- c. a Force Majeure Event, shall be the date of expiration of the written notice.

#### 27.5 Consequences of Termination

Upon termination of this Implementation Support Contract, the ISA shall:

- a. Continue to provide the benefits in respect of the Covers to the Beneficiaries until the Termination Date.
- b. Pay to the State Health Agency on the Termination Date (where termination is due to an ISA Event of Default or a Force Majeure Event), a sum that shall be calculated as follows for the State:

$$TC = F \times N \times \frac{UT}{365}$$

Where:

**TC** is the sum to be paid by the ISA to the State Health Agency on the Termination Date in respect of the State;

**F** is the Fees per Beneficiary Family Unit that has been or has to be paid by the State Health Agency to the ISA for the Period in which the Termination Date occurs;

**N** is the total number of Beneficiary Family Units covered in the State, for whom the Fees has been or has to be paid by the State Health Agency to the ISA for the Contract Period in which the Termination Date occurs; and

**UT** is the unexpired term of the Contract Period for that State, calculated as the number of days between the Termination Date and the date of expiration of the Contract Period (had such Contract continued).

Such payment shall be made by the ISA to the State Health Agency exclusive of all applicable taxes and duties. The ISA agrees to bear and pay all applicable taxes and duties in respect of such amount.

- c. Continue to be liable for all Claims made by the Empanelled Health Care Providers on or before the Termination Date, including:
  - (i) all claims blocked for treatment of the Beneficiaries before the Termination Date, where the Beneficiaries were discharged after the Termination Date; and
  - (ii) all claims that were pre-authorized for Claim Payment before the Termination Date, where the pre-authorization has occurred prior to the Termination Date but the Beneficiaries were discharged after the Termination Date.

The ISA undertakes that it shall discharge its liabilities in respect of all such Claims raised within 45 days of the Termination Date.

## **27.6** Migration of Policies Post Termination

- a At least 120 days prior to the expiration of this Implementation Support Contract or the Termination Date, the SHA may issue a written request to the ISA seeking a migration of the Policies for all the districts in the Service Area (Migration Request) to another Third-Party Administrator (New ISA).
- b Once the SHA has issued such a Migration Request:
  - i The SHA shall have the right to identify the New ISA to whom the Policies will be migrated up to 30 days prior to the expiration date or the Termination Date.
  - ii The SHA shall also have the right to withdraw the Migration Request at any time prior to the 30 day period immediately preceding the expiration date or the Termination Date. If the SHA chooses to withdraw the Migration Request, then the remaining provisions of this Clause 28.6 shall not apply from the date of such withdrawal and this Implementation Support Contract shall terminate forthwith upon the withdrawal of the Migration Request.
- c Upon receiving the Migration Request, the ISA agrees to commence preparing Claims data, and current status of implementation of training provided to Empanelled Health Care Providers and any other information sought by the SHA in the format prescribed by the SHA at that point in time.

- d Within 7 days of receiving notice of the New ISA, the ISA agrees to promptly make available all of the data prepared by it to the New ISA.
- e The ISA agrees to not be entitled to:
  - i refuse to service any Claims made by the EHCPs on or before the date of expiration or the Termination Date until the migration process has been completed and the New ISA assumes all of the services under the Policies for the Service Area; or
  - ii charge the SHA, the New ISA or any third person with any commission, additional charges, loading charges or otherwise for the purpose of migrating the Policies to the New ISA.
- f The ISA agrees to be entitled to retain the proportionate Fees for the period between the date on which a termination notice has been issued and the earlier to occur of: (x) the date on which the New ISA assumes all the risks under the Policies; and (y) the date of withdrawal of the Migration Request (**the Migration Termination Date**).

## 27.7 Hand-Over Obligations

Without prejudice to the provisions of Clause 30.6, on expiration of the Term or on the Termination Date, the ISA agrees to:

- a assign all of its rights, but not any other obligations or liabilities in favour of the State Health Agency or to the New ISA, provided that the ISA has received a written notice to this effect at least 30 days' prior to the date of expiration of the Term or the Termination Date;
- b hand-over, transfer and assign all rights and title to and all intellectual property rights in all data, information and reports in favour of the State Health Agency or to the New ISA, whether such data, information or reports have been collected, collated, created, generated or analysed by the ISA or its intermediaries or service providers on its behalf and whether such data, information and reports is in electronic or physical form;

## 28. Force Majeure

### 28.1 Definition of Force Majeure Event

A **Force Majeure Event** shall mean the occurrence in the State of \_\_\_\_\_ of any of the following events after the date of execution of this Implementation Support Contract, which was not reasonably foreseeable at the time of execution of this Implementation Support Contract and which is beyond the reasonable control and influence of a Party (the **Affected Party**) and which causes a delay and/or inability for that Party to fulfil its obligations under this Implementation Support Contract:

- a. fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, washout or other Acts of God;

- b. war, riot, blockade, insurrection, acts of public enemies, civil disturbances, terrorism, sabotage or threats of such actions; and
- c. strikes, lock-out or other disturbances or labour disputes, not involving the employees of such Party or any intermediaries appointed by it,

but regardless of the extent to which the conditions in the first paragraph of this **Clause 28.1** are satisfied, Force Majeure Event shall not include:

- a. a mechanical breakdown; or
- b. weather conditions which should reasonably have been foreseen by the Affected Party claiming a Force Majeure Event and which were not unusually adverse; or
- c. non-availability of or increase in the cost (including as a result of currency exchange rate fluctuations) of suitably qualified and experienced labour, equipment or other resources, other than the non-availability of equipment due to an event that affected an intermediary of the ISA and that, if it had happened to the ISA hereunder, would have come within the definition of Force Majeure Event under **Clause 28.1**; or
- d. economic hardship or lack of money, credit or markets; or
- e. events of physical loss, damage or delay to any items during marine, air or inland transit to the State of *(name of State)* unless the loss, damage or delay was directly caused by an event that affected a intermediary of the ISA and that, if it had happened to the ISA hereunder, would have come within the definition of Force Majeure Event under **Clause 28.1**; or
- f. late performance or other breach or default by the ISA (including the consequences of any breach or default) caused by the acts, omissions or defaults of any intermediary appointed by the ISA unless the event that affected the intermediary and caused the act, omission or default would have come within the definition of Force Majeure Event under **Clause 28.1** if it had affected the ISA; or
- g. a breach or default of this Implementation Support Contract (including the consequences of any breach or default) unless it is caused by an event that comes within the definition of Force Majeure Event under **Clause 28.1**; or
- h. the occurrence of a risk that has been assumed by a Party to this Contract; or
- i. any strike or industrial action that is taken by the employees of the ISA or any intermediary appointed by the ISA or which is directed at the ISA; or
- j. the negligence or wilful recklessness of the ISA, the intermediaries appointed by it, their employees or other persons under the control and supervision of the ISA.

## 28.2 Limitation on the Definition of Force Majeure Event

Any event that would otherwise constitute a Force Majeure Event pursuant to **Clause 28.1** shall not do so to the extent that the event in question could have been foreseen or avoided by the Affected Party using reasonable *bona fide* efforts, including, in the case of the ISA, obtaining such substitute goods, works, and/or services which were necessary and reasonable in the circumstances (in terms of expense and otherwise) for performance by the ISA of its obligations under or in connection with this Implementation Support Contract.

### 28.3 Claims for Relief

- a. If due to a Force Majeure Event the Affected Party is prevented in whole or in part from carrying out its obligations under this Implementation Support Contract, the Affected Party shall notify the other Party accordingly (**Force Majeure Notice**).
- b. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable and in any event within 7 days after the Affected Party knew, or ought reasonably to have known, of the occurrence of the Force Majeure Event and it has complied with the requirements of **Clause 28.3** of this Implementation Support Contract.
- c. Each Force Majeure Notice shall:
  - (i) fully describe the Force Majeure Event;
  - (ii) specify the obligations affected by the Force Majeure Event and the extent to which the Affected Party cannot perform those obligations;
  - (iii) estimate the time during which the Force Majeure Event will continue; and
  - (iv) specify the measures proposed to be adopted to mitigate or minimise the effects of the Force Majeure Event.
- d. As soon as practicable after receipt of the Force Majeure Notice, the Parties shall consult with each other in good faith and use reasonable endeavours to agree appropriate mitigation measures to be taken to mitigate the effect of the Force Majeure Event and facilitate continued performance of this Implementation Support Contract.

If Parties are unable to arrive at a mutual agreement on the occurrence of a Force Majeure Event or the mitigation measures to be taken by the Affected Party within 15 days of receipt of the Force Majeure Notice, then the other Party shall have a right to refer such dispute to grievance redressal in accordance with **Clause 27**.

- e. Subject to the Affected Party having complied with its obligations under **Clause 30.3**, the Affected Party shall be excused from the performance of the obligations that is affected by such Force Majeure Event for the duration of such Force Majeure Event and the Affected Party shall not be in breach of this Implementation Support Contract for such failure to perform for such duration; provided however that no payment obligations (including Claim Payments) shall be excused by the occurrence of a Force Majeure Event.

## 28.4 Mitigation of Force Majeure Event

Upon receipt of a Force Majeure Notice, each Party shall:

- a. mitigate or minimise the effects of the Force Majeure Event to the extent reasonably practicable; and
- b. take all actions reasonably practicable to mitigate any loss suffered by the other Party as a result of the Affected Party's failure to carry out its obligations under this Implementation Support Contract.

## 28.5 Resumption of Performance

When the Affected Party is able to resume performance of the obligations affected by the Force Majeure Event, it shall give the other Party a written notice to that effect and shall promptly resume performance of its affected obligations under this Implementation Support Contract.

## 28.6 Termination upon Subsistence of Force Majeure Event

If a Force Majeure Event continues for a period of 4 weeks or more within a continuous period of 365 days, either Party may terminate this Implementation Support Contract by giving the other Party 90 days' written notice.

## 29.ASSIGNMENT

### 29.1 Assignment by ISA

Unless mentioned otherwise in the Implementation Support Contract, none of the Policy and right, interest or Claim or Policy or any obligations or liabilities of the ISA arising under this Implementation Support Contract or Policy or any sum or sums which may become due or owing to the ISA, may be assigned, transferred, pledged, charged or mortgaged by the ISA.

### 29.2 Assignment by Beneficiaries or Empanelled Health Care Providers

- a. The Parties agree that each Policy shall specifically state that no Beneficiary shall have the right to assign or transfer any of the benefits or the Covers made available to it under this Implementation Support Contract or any Policy.
- b. The Parties agree that the Empanelled Health Care Providers may assign, transfer, pledge, charge or mortgage any of their rights to receive any sums due or that will become due from the ISA in favour of any third party.

Without limiting the foregoing, the Parties acknowledge that the public Empanelled Health Care Providers in the Service Area that are under the management of Rogi Kalyan Samitis may assign all or part of their right to receive Claims Payments from the ISA in favour of the Government of \_\_\_\_\_ or any other department, organization or public body that is under the ownership and/or control of the Government of \_\_\_\_\_.

On and from the date of receipt of a written notice from the public Empanelled Health Care Providers in the Service Area or from the Government of \_\_\_\_\_, the ISA shall pay all or part of the Claims Payments to the person(s) so notified.

### 30. Confidentiality of Information and Data Protection

31.1. ISA will treat any and all such information which has come to the knowledge of the ISA that may relate but not be limited to AB- PMJAY scheme, Disclosing Party's business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, this agreement and/or its contents, 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 ( including the AB PMJAY Scheme) , that is supplied by Disclosing Party to the ISA or otherwise acquired/ accessed by the ISA during the course of dealings between the Parties or otherwise in connection with the scope of this Agreement

“Personal Data” shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and

“Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.

The Term confidential information also mean all non-public, especially health, treatment and payment related information as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement and/or the applicable laws.

All the beneficiary and transaction data generated through the scheme shall be kept securely by the ISA and will not be shared with any other agency than the ones defined and/or specifically permitted in the agreement.

31.2. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

If the information is or becomes publicly known and available other than as a result of prior authorized disclosure

If the ISA is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the ISA gives prompt written notice of that fact to SHA prior to disclosure so that the SHA may request a protective order or other remedy, the ISA may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

### 31.3. **Obligation to Maintain Confidentiality:**

ISA agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Contract.

Confidential Information provided by SHA is and will remain the sole and exclusive property of the SHA and will not be disclosed or revealed by ISA except (i) to other employees of the ISA who have a need to know such information and agree to be bound by the terms of this Contract or (ii) with the SHA's express prior written consent.

Upon termination of this Contract, ISA will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the ISA and its employees for this engagement are either returned to the SHA.

ISA shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Contract pursuant to Paragraph 32.2 above. The onus to prove that the exclusion is applicable is on the ISA.

31.4 As prerequisite to signing of the contract, ISA shall sign Non Disclosure Agreement (Provided in Schedule 19) and Individual Confidentiality Undertaking (provided in Schedule 20)

### 31. Intellectual Property Rights

Each party will be the owners of their intellectual property rights (IPR) involved in this project and will not have any right over the IPR of the other party. Both parties agree that for the purpose of fulfilling the conditions under this contract they may allow the other party to only use their IPR for the contract period only. However, after the end of the contract no parties will have any right over the IPR of other party.

SHA shall have a right in perpetuity to use such newly created IPR, which may not be limited to processes, products, specifications, reports, drawings and any other documents produced leveraging any data which it has got access to during the performance and completion of services under this Agreement and for the purposes of inter-alia use of such services under this Agreement. ISA undertakes to disclose all such Intellectual Property Rights, to the best of its knowledge and understanding, arising in performance of the services of this Agreement to the SHA.

### 32. Indemnification and Limitation of Liability:

- 32.1 ISA (the "Indemnifying Party") undertakes to indemnify, hold harmless the SHA (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- 32.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- 32.3 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct

damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 33 and breach of Clause 31

32.4 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

### 33. Entire Agreement

This Implementation Support Contract entered into between the Parties represents the entire agreement between the Parties setting out the terms and conditions for the provision of benefits in respect of the AB-PMJAY Cover to the Beneficiaries that are covered by the ISA.

### 34. Relationship

- a. The Parties to this Implementation Support Contract 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 or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.
- b. This Implementation Support Contract shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.
- c. The engagement of any intermediaries or service providers by the ISA shall not in any manner create a relationship between the State Health Agency and such third parties.

### 35. Variation or Amendment

- a. Except as expressly set forth in this Implementation Support Contract, no variation or amendment of this Implementation Support Contract shall be binding on either Party unless and to the extent that such variation is recorded in a written document executed by both Parties but where any such document exists and is so signed, neither Party shall allege that such document is not binding by virtue of an absence of consideration.
- b. Notwithstanding anything to the contrary in **Clause 36(a)** above, the ISA agrees that the NHA and the State Health Agency shall be free to issue AB-PMJAY Guidelines from time to time (including pursuant to the issuance of recommendations of the Working Group constituted by the NHA) and the ISA shall comply with all such AB-PMJAY Guidelines issued during the Term, whether or not the provisions or terms of such AB-PMJAY Guidelines have the effect of varying or amending the terms of this Implementation Support Contract.

### 36. Severability

If any provision of this Implementation Support Contract is invalid, unenforceable or prohibited by law, this Implementation Support Contract shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Implementation Support

Contract shall be valid, binding and of the like effect as though such provision was not included herein.

### 37. Notices

Any notice given under or in connection with this Implementation Support Contract shall be in writing and in the English language. Notices may be given, by being delivered to the address of the addressees as set out below (in which case the notice shall be deemed to be served at the time of delivery) bby registered post or by fax (in which case the original shall be sent by registered post).

To: **ISA**

Attn: Mr. / Ms. \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

To: **State Health Agency**

Attn: Mr. / Ms. \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

### 38. No waiver

Except as expressly set forth in this Implementation Support Contract, no failure to exercise or any delay in exercising any right, power or remedy by a Party shall operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made expressly in writing.

### 39. Governing Law and Jurisdiction

- a. This Implementation Support Contract and the rights and obligations of the Parties under this Implementation Support Contract shall be governed by and construed in accordance with the Laws of the Republic of India.
- b. The courts in [Insert name of State Capital] shall have the exclusive jurisdiction over any disputes arising under, out of or in connection with this Implementation Support Contract.

### 40. Publicity

ISA shall not use the trademarks and /or IPR of SHA and/or anything related to AB PMJAY scheme without the prior written consent of SHA and/or any Competent Authority who is authorised to give such permission. ISA shall not publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement or the business of the Parties or relating to AB PMJAY scheme without prior reference to and approval in writing from SHA for purposes other than those covered under scope of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Implementation Support Contract to be executed by their duly authorized representatives as of the date stated above.

**SIGNED, SEALED and DELIVERED**  
**DELIVERED**

**SIGNED, SEALED and**

For and on behalf of  
**State of** \_\_\_\_\_

For and on behalf of  
**ISA** \_\_\_\_\_

Represented by

Represented by

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

In the presence of:

In the presence of:

(1)

(1)

(2)

(2)