Agreement for with Empanelled Health Care Providers for Implementation of AB PM-JAY

AYUSHMAN BHARAT – PRADHAN MANTRI JAN AROGYA YOJANA (AB PM-JAY)

Draft Agreement

For Implementation of

Ayushman Bharat–Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)

Between

[Insert Name of the Empanelled Health Care Provider]

[Insert Name of the State Health Agency] and

[Insert Name of the Insurance Company] (IF APPLICABLE)

This Agreement (Hereinafter referred to as “Agreement”) made at _____ on this _____ day of _____ 20__.

BETWEEN

_____(Empanelled Health Care Provider or EHCP) an institution located in _____, having their registered office at _____ (here in after referred to as “EHCP”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and permitted assigns) as party of the FIRST PART

AND

_____ State Health Agency, a Society/ Trust registered by the State Government of _____ and having its registered office _____ (hereinafter referred to as “SHA” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, affiliate and assigns) as party of the SECOND PART.

AND

_____ Insurance Company Limited, a Company registered under the provisions of the Companies Act, 1956 and having its registered office _____ (hereinafter referred to as “Insurer” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors, affiliate and assigns) as party of the THIRD PART.

The EHCP, SHA and Insurer are individually referred to as a "Party” or “party" and collectively as "Parties” or “parties")

WHEREAS

1. EHCP is a health care provider duly recognized and authorized by appropriate authorities to impart heath care services to the public at large.
2. SHA is State Health Agency that has been set-up/identified by the State Government for implementation of AB PM-JAY in the State of _____.
3. Insurer is registered with Insurance Regulatory and Development Authority. Insurer/ ISA has entered into an agreement with the Government of _____ wherein it has agreed to provide the health insurance/ implementation support services to identified Beneficiary families covered under **Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)**.

4. EHCP has expressed its desire to join AB PM-JAY's network of EHCPs and has represented that it has requisite facilities to extend medical facilities and treatment to beneficiaries as covered under AB PM-JAY on terms and conditions herein agreed.
5. Insurer after approval of SHA and on the basis of desire expressed by the EHCP and on its representation/application has accepted the provisional empanelment for rendering health services as per the specified clinical specialities.

In this **AGREEMENT**, unless the context otherwise requires:

1. Natural persons include created entities (corporate or incorporate) and vice versa;
2. Marginal notes or headings to clauses are for reference purposes only and do not bear upon the interpretation of this **AGREEMENT**.
3. Should any condition contained herein, contain a substantive condition, then such substantive condition shall be valid and binding on the **PARTIES** notwithstanding the fact that it is embodied in the definition clause.

In this **AGREEMENT** unless inconsistent with, or otherwise indicated by the context, the following terms shall have the meanings assigned to them hereunder, namely:

Definitions

1. **AB PM-JAY** shall refer to **Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)** managed and administered by the National Health Agency on behalf of Ministry of Health and Family Welfare, Government of India with the objective of reducing out of pocket healthcare expenses and improving access of Beneficiary Family Units to quality inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers.
2. **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 Insurance Contract between the State Health Agency and the Insurer.
3. **Beneficiaries** shall mean member of the Beneficiary Family Units that are covered under the AB PM-JAY health insurance scheme of Government of India and such State Government funded health insurance/ assurance schemes as have been agreed to be implemented in alliance with AB-NHPM through the MoU signed with National Health Agency for this purpose.
4. **Benefit Package** shall refer to the package of benefits that the insured families would receive under the AB PM-JAY.
5. **Claim** shall mean a claim that is received by the Insurer from an Empanelled Health Care Provider, either online or through alternate mechanism in absence of internet connectivity.

6. **Claim Payment** shall mean the payment of eligible Claim received by an Empanelled Health Care Provider from the Insurer in respect of benefits under the Risk Cover made available to a Beneficiary.
7. **Days** shall be interpreted as calendar days unless otherwise specified.
8. **Fraud** under the AB PM-JAY shall refer to, mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by the EHCP or by any person or organization appointed employed / contracted by the EHCP with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or the organisation itself. It includes any act that may constitute fraud under any applicable law in India.
9. **Health Services** shall mean all services necessary or required to be rendered by the Institution under an agreement with an insurer/ ISA in connection with “health insurance business” or “health cover” but does not include the business of an insurer and or an insurance intermediary or an insurance agent.
10. **Hospitalization** shall mean 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
11. **ICU or Intensive Care Unit** shall mean an identified section, ward or wing of an Empanelled Health Care Provider which is under the constant supervision of dedicated Medical Practitioners and which is specially equipped for the continuous monitoring and treatment of patients who are in critical condition, require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the general ward.
12. **Institution** shall for all purpose mean an EHCP.
13. **Insurer** shall mean an Insurance Company registered with IRDAI which has been selected pursuant to bidding process and has signed the Insurance Contract with the State/ UT Government in insurance mode of implementation of AB PM-JAY.
14. **Medical Treatment** shall mean 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.
15. **Medically Necessary Treatment** under AB PM-JAY shall mean any medical treatment, surgical procedure, day-care treatment or follow-up care, which:
    i. is required for the medical management of the illness, disease or injury suffered by the Beneficiary;
    ii. does not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
    iii. has been prescribed by a Medical Practitioner; and
    iv. conforms to the professional standards widely accepted in international medical practice or by the medical community in India.
16. **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.
17. **NHA** shall mean the National Health Agency 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 PM-JAY. It will also foster co-ordination and convergence with other similar schemes being implemented by the Government of India and State Governments.

18. **Package Rate** shall mean the fixed maximum charges for a Medical Treatment or Surgical Procedure or for any Follow-up Care that will be paid by the Insurer under Cover, which shall be determined in accordance with the rates provided in this Contract.
19. **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 stipulated by SHA from time to time.
20. **Risk Cover** shall mean an annual risk cover of Rs. 5,00,000 covering inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP) for the eligible AB PM-JAY Beneficiary Family Units. 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 **Pradhan Mantri Jan Arogya Yojana (PMJAY)** in the State/ UT of ……. (insert the name of the State/ UT).
21. Service Area shall refer to all State (s)/ UT (s) covered and included for the implementation of AB PM-JAY.
22. **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 Pradhan Mantri Jan Arogya Yojana (PMJAY) in the State/ UT of ……. (insert the name of the State/ UT).
23. **Scheme** shall mean the Pradhan Mantri Jan Arogya Yojana (PMJAY) managed and administered by the Ministry of Health and Family Welfare, Government of India.
24. **Sum Insured** shall mean the sum of Rs. 5,00,000 per AB PM-JAY Beneficiary Family Unit per annum against which the AB PM-JAY Beneficiary Family Unit may seek benefits as per the benefit package proposed under the AB PM-JAY.
25. **Turn-around Time** shall mean the time taken by the Insurer in processing a Claim received from an Empanelled Health Care Provider and SHA/Insurer making a Claim Payment including investigating such Claim or rejection of such Claim.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Term

This Agreement shall be for a period of 3 years. However, it is understood and agreed between the Parties that the term of this agreement may be renewed periodically upon mutual consent of the Parties in writing, either by execution of a Supplementary Agreement or by exchange of letters.

Section 2: Scope of services

1. The EHCP undertakes to provide the services to beneficiaries in a precise, reliable and professional manner to the satisfaction of SHA/Insurer and in accordance with additional instructions issued by Insurer in writing from time to time.
2. The EHCP will treat the beneficiaries according to good business practice.
3. The EHCP will extend priority admission facilities to the beneficiaries, whenever possible.
4. The EHCP shall provide treatment/interventions to beneficiary as per specified packages as per the rates mentioned in **Annex 2**. The following is agreed among the parties regarding the packages:
   i. The treatment/interventions to AB PM-JAY beneficiaries shall be provided in a complete cashless manner. Cashless means that for the required treatment/interventions as per package rates and no payment shall need to be done by the AB PM-JAY beneficiary undergoing treatment/intervention or any of its family member till such time there is balance amount left in sum insured.
   ii. The various benefits under AB PM-JAY which EHCP can provide include,
      - hospitalisation expense benefits
      - Day care treatment benefits (as applicable)
      - Pre and post hospitalisation expense benefits
      - New born/children care benefit (as applicable)

   An EHCP is able to provide these benefits subject to exclusions mentioned in Annex 1 and subject to availability of sum insured/remaining available cover balance and subject to pre-authorisation for selected procedures by Insurer/ ISA/ SHA.
   iii. However, the EHCP (include the name of the hospital) is eligible to provide treatment/interventions to beneficiaries only for those clinical specialties for which it has been empanelled, namely
      -
      -
      -

   The EHCP agrees that in future if it adds or foregoes any clinical specialty to its services, the information regarding the same shall be provided to the SHA in written, who then shall update the empanelment status of the EHCP after due process.

iv. The charges payable to EHCP for medical/ day care/surgical procedures/ interventions under the Benefit package will be no more than the package rate agreed by the Parties, for that particular year. The EHCP shall be paid for the treatment/intervention provided to the beneficiary based on package rates determined as below-

a. If the Package Rate for a medical treatment or surgical procedure requiring Hospitalisation or Day Care Treatment (as applicable) is fixed as in **Annex 2** then it shall apply.
b. If the Package Rate for any surgical procedure requiring Hospitalisation or Day Care Treatment (as applicable) is not listed in **Annex 2**, then the Insurer/SHA may pre-authorise an appropriate amount up to a limit of Rs. 1,00,000 to an eligible AB PM-JAY beneficiary.
c. If the Package Rate for a medical treatment requiring Hospitalisation is not listed in **Annex 2**, the flat daily Package Rates for medical packages specified in **Annex 2** shall apply subject to pre-authorisation from Insurer/SHA.
d. In case of AB PM-JAY Beneficiary is required to undertake multiple surgical treatment, then the highest Package Rate shall be taken at 100%, thereupon the 2nd treatment package shall be taken as 50% of Package Rate and 3rd treatment package shall be at 25% of the Package Pate as configured in the transaction management software.
e. Surgical and Medical packages will not be allowed to be availed at the same time.
f. Certain packages as mentioned in **Annex 2** will only be reserved for Public EHCPs as decided by the SHA. They can be availed in Private EHCPs only after a referral from a Public EHCP is made.

v. These Package Rates (in case of surgical or defined day care benefits) will include:

a. Registration Charges
b. Bed charges (General Ward in case of surgical)
c. Nursing and Boarding charges
d. Surgeons, Anaesthetists, Medical Practitioner, Consultants fees etc.
e. Anaesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.
f. Medicines and Drugs
g. Cost of Prosthetic Devices, implants
h. Pathology and radiology tests: radiology to include but not be limited to X-ray, MRI, CT Scan, etc. (as applicable)
i. Food to patient
j. 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.
k. Any other expenses related to the treatment of the patient in the EHCP.

5. If the treatment cost is more than the benefit coverage amount available with the beneficiary families then the remaining treatment cost will be borne by the AB PM-JAY beneficiary family as per the package rates defined in this document. Beneficiary will need to be clearly communicated in advance about the additional payment.

6. The follow up care prescription for identified packages are set out in **Annex 2**.

7. The EHCP shall ensure that medical treatment/facility under this agreement should be provided with all due care and accepted standards is extended to the beneficiary.

8. EHCP agrees to provide treatment to all eligible beneficiaries subject to sum insured available and as per agreed Package Rate from all over the India. The EHCP shall be paid at the Package Rates applicable in the EHCP State and not as per the package rates applicable in the beneficiary State. The EHCP agrees not to discriminate between the beneficiaries on any basis.

9. The EHCP shall allow SHA and/ or Insurance Company official to visit the beneficiary while s/he is admitted in the EHCP. SHA and/ or Insurer shall not interfere with the medical team of the EHCP, however SHA and/ or Insurer reserve the right to discuss the treatment plan with treating doctor. Further access to medical treatment records and bills prepared in the EHCP will be allowed to SHA/ Insurer/ ISA on a case to case basis with prior appointment from the EHCP.

10. The EHCP shall also endeavour to comply with future requirements of SHA and Insurer/ ISA to facilitate better services to beneficiaries e.g. providing for standardized billing, ICD coding or implementation of Standard Clinical and Treatment Protocols and if mandatory by statutory requirement both parties agree to review the same.

11. The EHCP agrees to have bills audited on a case to case basis as and when necessary through SHA/Insurer audit team. This will be done on a pre-agreed date and time and on a regular basis. The SHA shall have the right to undertake spot checks without any prior intimation and the EHCP agrees to provide full cooperation regarding the same.

12. The EHCP will convey to its medical consultants to keep the beneficiary only for the required number of days of treatment and carry only the required investigation & treatment for the ailment, which he is admitted. Any other incidental investigation required by the patient on their own request needs to be approved separately by SHA/Insurer and if it is not covered under the policy will not be paid by SHA/Insurer and the EHCP needs to recover it from the patient.

Section 3: Identification of Beneficiaries

The beneficiaries presenting themselves to the EHCP will be identified by the EHCP on the basis of a Beneficiary Identification System (BIS). The details of BIS have been provided in **Annex 3**. The EHCP agrees to conform to the following for effective implementation of BIS.

1. The EHCP will set up a help-desk for beneficiaries within 7 days of signing of this agreement. The help-desk must be situated in the facility of the EHCP in such a way that it is easily visible, easily accessible to the beneficiaries.

2. The help desk will be equipped with all the necessary hardware and software as well as internet connectivity as required by BIS to establish the identity of the AB PM-JAY beneficiary. Specifications of necessary hardware and software have been provided in Annex 3.

3. The help desk shall be manned by an Arogya Mitra (AM) for facilitating the beneficiary in accessing the benefits. Arogya Mitra will need to be hired by the private EHCP at their own cost and they should get them trained before starting the operations. The guidelines for engagement of Arogya Mitras are provided in Annex 4.

4. The EHCP shall ensure that if the Arogya Mitras or any other personnel of EHCP suspects or detects any beneficiary fraud, it shall be incumbent upon them to immediate inform the SHA in writing with all particulars of the beneficiary and reasons for suspecting fraud.

5. The EHCP hereby agrees that is shall be obliged to ensure that beneficiary identification is done with adequate due diligence by the Arogya Mitras employed by the EHCP so that only eligible beneficiaries are admitted for services and cashless treatment under the Scheme and to rule out errors/omissions or mala-fide actions like impersonation etc. with or without connivance of various parties. If at a later date it is found that an ineligible person was extended treatment under the scheme, whether pre-authorization obtained or not, the SHA shall not be liable to reimburse claims of such beneficiaries; and if such claim has been paid by the SHA, the SHA shall have the right to seek recovery from the EHCP through means available under this Agreement and under Applicable Laws.

Section 4: EHCP Services- Admission Procedure

1. The EHCP shall be required to follow the process as described in **Annex 5**. AB PM-JAY operation manual for EHCP for detailed verification, pre-authorisation, and claims procedures is available for download from www.pmjay.gov.in. The NHA/SHA may issue revisions to these guidelines from time to time. The EHCP agrees to constantly update itself on these guidelines and follow the same.

2. Pre-authorisation

   i. All procedures in **Annex 2** 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 **Annex 2**
   ii. Also, all such hospitalisation procedures which are required to be undertaken but are not included in **Annex 2** need to be pre-authorised (subject to exclusion) by the SHA/Insurer within an overall limit of Rs. 1,00,000.
   iii. No EHCP shall, under any circumstances whatsoever, 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 PM-JAY.
   iv. The EHCP agrees to provide a minimum set of documents for pre-authorisation to SHA/Insurer online so as to enable the SHA/Insurer to decide the merit of the case.

3. Regular or planned admission

   The process to be followed for regular or planned/elective procedures is set in **Annex 5**.

4. Emergency admission

   In case of emergency the hospital shall follow the standard guidelines of the medical treatment. Meanwhile the EHCP will get the TPIN (Telephonic Patient Identification Number) from the ISA and same will be recorded. Government Photo ID proof need not be insisted in case of emergency. Once the patient gets stable the EHCP has to follow the normal guidelines of registration and admission under the scheme for claim payment.

Section 5: The Discharge and Claim Procedure

1. Original discharge summary, counterfoil generated at the time of discharge, original investigation reports, all original prescription & pharmacy receipt etc. must be kept with the EHCP for records. These are to be forwarded to billing department of the EHCP who will compile and keep the same with the EHCP. A copy of these documents may be given to the patient.

2. EHCPs shall be obliged to submit their claims online within 24 hours of discharge in the format prescribed. EHCP is also required to constantly monitor the progress on claim generation, submission and claim payments. Any delays or discrepancies must be brought to the notice of SHA by EHCP.

3. The Insurer/ SHA shall be responsible for settling all claims **within 15 days after receiving all the required information/ documents**. However, it is the primary responsibility of the EHCP to furnish all the details at the time of discharge and thereafter as may be necessary so as to enable the claim processing on time.

4. The details of raising a claim, claims processing, handling of claim query, stipulated time, documentation requirements and related details shall be provided to the EHCP in an AB PM-JAY transaction manual for EHCP that is available for download from www.abnhpm.gov.in. The details are also provided in **Annex 5**. The EHCP agrees to follow these guidelines. The NHA/SHA may issue revisions to these guidelines from time to time. The EHCP agrees to constantly update itself on these guidelines and follow the same.

Section 6: Payment terms

1. EHCP will submit claims online in accordance with the process described in **Annex 5**.

2. The Insurer/ SHA (recommendation by ISA) will have to take a decision and settle the Claim within 15 days from requiring all the necessary documents/information. If required, SHA/Insurer can visit EHCP to gather further documents related to treatment to process the case.

3. However, the SHA/ Insurer/ ISA must note that requirements for such information are assessed by the SHA/ Insurer/ ISA at once and the same be intimated to the EHCP. The information must not be sought in bits and instalments or in a piecemeal method.

4. In case the SHA (on recommendation of ISA) / Insurer decides to reject the claim then that decision also will need to be taken within 15 days.

5. In case of inter-operability claim arising from patient visiting from other States the decision on claim settlement and actual payment has to be done within 30 days by the SHA (on recommendation of ISA) / Insurer from the State to which beneficiary belongs.

6. If claim payment to the EHCP is delayed beyond defined period of 15 days (30 days for inter-State claims), the Insurer/ ISA is liable to pay an interest of 1% for every seven days of delays to EHCP in addition to the claim amount.

7. The EHCP must ensure that the required documents are in place.

8. Payment will be done by Electronic Fund Transfer as far as possible.

9. The SHA / Insurer shall have the right to initiate recovery actions against the EHCP for any financial fraud or financial dues to the SHA / Insurer on account of acts of fraud by the EHCP which may include, adjusting payments against future claims or any other remedies to recover funds available to SHA under Applicable Laws.

Section 7: Declarations and undertakings of a EHCP

1. The EHCP undertakes that they have obtained all the registrations/ licenses/ approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.

2. The EHCP undertakes to uphold all requirement of law in so far as these apply to him and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the central or the state govt. The EHCP declares that it has never committed a criminal offence which prevents it from practicing medicines and no criminal charge has been established against it by a court of competent jurisdiction.

3. The EHCP hereby declares that it has not been black listed from another government scheme or by any government body or by a licenced insurer/TPA or under the provisions of any law of the land.

Section 8: General responsibilities & obligations of the EHCP

1. Ensure that no confidential information is shared or made available by the EHCP or any person associated with it to any person or entity not related to the EHCP without prior written consent of SHA/ Insurer.

2. The EHCP shall provide cashless facility to the beneficiary in strict adherence to the provisions of the agreement.

3. The EHCP may have their facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the Agreement. The cost/ premium of such policy shall be borne solely by the EHCP.

4. The EHCP shall provide the best of the available medical facilities to the beneficiary.

5. The EHCP will hire a dedicated person called Arogya Mitra to manage the help desk and facilitate the beneficiary in accessing the benefits under AB PM-JAY. The cost of the Arogya Mitras will need to be entirely borne by the Private EHCP. SHA may support Public EHCPs.

6. The EHCP shall also have two contact persons nominated for all matters related to AB PM-JAY; one person from clinical team (a doctor who is actively engaged in the treatment of the patients) and one officer in the administration department assigned for AB PM-JAY. These officers will eventually be required to make themselves trained with the processes described in AB PM-JAY.

7. The EHCP shall endeavour to make their team including Arogya Mitras and contact persons actively participate in all AB PM-JAY trainings and workshops to be organised by SHA /Insurer/ ISA from time to time. SHA and/or Insurer/ ISA will organise trainings for Arogya Mitras and other contact persons of EHCP. In addition, the EHCP may also be required to conduct trainings for its staff regarding AB PM-JAY at their premise with the help of SHA and Insurer/ ISA. The cost of attending such trainings and organising trainings shall be borne by the EHCP unless otherwise agreed with SHA.

8. SHA may decide, if the EHCP has received NABH entry-level certification, it will receive an additional 10% over the listed package rates, while if EHCP has qualified for full accreditation of NABH, it will receive an additional 15%. If the EHCP is based in one of the aspirational districts it will receive an additional 10%. Additionally, if the EHCP is a teaching hospital running PG/ DNB courses, it would receive further an additional 10% over the listed package rate.

9. For such EHCP that is not NABH accredited, it agrees to get at least NABH entry level certification within a reasonable period of time.

10. The EHCP agrees that it shall display their status of preferred service provider of AB PM-JAY at their main gate, reception/ admission desks along with the display and other materials supplied by SHA/Insurer whenever possible for the ease of the beneficiaries. Format, design and other details related to these signages as provided by NHA/SHA shall be used.

11. The EHCP hereby agrees that it shall unconditionally comply with all the provisions of the Anti-Fraud Guidelines issued by the SHA / NHA including all its amendments from time to time.

12. The EHCP further agrees and acknowledges that lack of compliance the Anti-Fraud Guidelines shall be deemed as a material breach of this contract and in such a situation the SHA may, at its sole discretion, initiate disciplinary proceedings as per the provisions of this contract, which may lead to termination and / or if the situation so demands seeking recourse to civil or criminal remedies available under Applicable Laws.

Section 9: Fraud management

1. EHCP hereby agrees that under the AB PM-JAY fraud shall be defined as any intentional deception, manipulation of facts and / or documents or misrepresentation made by the EHCP or by any person or organization appointed employed / contracted by the EHCP with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or the organisation itself. It includes any act that may constitute fraud under any applicable law in India.

2. Pursuant to any trigger alert related to possible fraud at the level of the EHCP, the SHA or its authorised representatives shall have the liberty to undertake investigation of the case.

3. The SHA shall on an ongoing basis measure the effectiveness of anti-fraud measures in the AB PM-JAY through a set of indicators. For a list of such indicative (not exhaustive) indicators, refer to Annex 8.

4. In the event that the EHCP or any of its employee or consultant or contractor undertakes any fraudulent activity and if the fraud is proven through investigation, the SHA shall:
   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 EHCP; and/or

   ii. de-empanel or delist the EHCP, with the procedure specified in Annex 6; and/or

iii. terminate this services agreement with the EHCP and if deemed appropriate initiate civil and / or criminal proceedings as per Applicable Laws.

5. For fraudulent activities by any of its employee or consultant or contractor, the vicarious liability shall vest with the EHCP and the EHCP shall be obliged to initiate action against such employee or consultant or contractor as per the directions of the SHA which may include but not be limited to (a) disciplinary actions; and / or (b) termination of services / contract; and / or (c) debarring engagement / employment with another provider under AB PM-JAY; and / or (d) civil and / or criminal proceedings as per Applicable Laws.

Section 10: General responsibilities of SHA, Insurer/ ISA

SHA, Insurer/ ISA has a right to avail similar services as contemplated herein from other institution for the Health services covered under this agreement.

Section 11: Monitoring and verification

1. The SHA shall, either directly or through the Insurer / ISA / TPA or any of its authorised representatives, shall have the right to conduct monitoring visits and random audits of any or all cases of hospitalisation and any or all claims submitted by the EHCP.

2. Monitoring of EHCPs shall include but not be limited to:
   i. Overall performance and conduct of the EHCP
   ii. Beneficiary registration process
   iii. Pre-authorisation and claims submission process
   iv. EHCP facility and infrastructure.

3. The scope of medical audit of services provided by the EHCP shall focus on ensuring comprehensiveness of medical records and shall include but not be limited to:
   i. Completeness of the medical records file
   ii. Evidence of patient history and current illness
   iii. Operation report (if surgery is done)
   iv. Patient progress notes from admission to discharge
   v. Pathology and radiology reports.

4. If at any point in time the SHA issues Standard Treatment Guidelines for all or some of the medical/ surgical procedures, assessing compliance to Standard Treatment Guidelines shall be within the scope of the medical audit.

5. The SHA/Insurer/TPA shall conduct the medical audit through on-site visits to the EHCP facility for inspection of records, discussions with the nursing and medical staff.

6. The SHA/Insurer/TPA shall conduct hospital audit of the EHCP that will focus on compliance to minimum empanelment criteria including but not limited to facilities, infrastructure, human resources, medical record keeping system and EHCP's obligations like operational help desk, appropriate signage of the Scheme prominently displayed.

7. The EHCP shall be obliged to provide unconditional support to the Insurer / ISA / TPA or any of its authorised representatives in all their monitoring activities which shall include but not be limited to providing access to the hospital facility, patients and record for planned and unplanned supervision visits, providing copies of all medical records of AB PM-JAY beneficiaries as required for purposes of audit or otherwise and any other cooperation and support that may be required under the provisions of this Agreement.

Section 12: Relationship of the Parties

Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agrees not to hold itself or allow its Directors employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

Section 13: Reporting

In the first week of each month, beginning from the first month of the commencement of this Agreement, the EHCP and SHA/ Insurer/ ISA shall exchange information on their experiences during the month and review the functioning of the process and make suitable changes whenever required. However, all such changes have to be in writing and by way of suitable supplementary agreements or by way of exchange of letters.

All official correspondence, reporting, etc. pertaining to this Agreement shall be conducted with SHA/ Insurer/ ISA at its corporate office at the address _____.

Section 14: Termination

1. SHA and/ or Insurer/ ISA reserves the right to terminate this agreement in case of material breach of this Agreement, material breach of the Anti-Fraud Guidelines issued by the SHA and any fraudulent activity of the EHCP that has been investigated and proven as fraud, and as per the guidelines issued by National Health Agency as given in Annex 6.

2. This Agreement may be terminated by either party by giving one month's prior written notice by means of registered letter or a letter delivered at the office and duly acknowledged by the other, provided that this Agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed by the parties hereto prior to such termination.

3. Either party reserves the right to inform public at large along with the reasons of termination of the agreement by the method which they deem fit.

Section 15: Confidentiality

This clause shall survive the termination/expiry of this Agreement.

1. Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this agreement. The EHCP shall not disclose to any third party, and shall use its best efforts to ensure that its, officers, employees, keep secret all information disclosed, including without limitation, document marked confidential, medical reports, personal information relating to insured, and other unpublished information except as maybe authorized in writing by SHA/ Insurer/ ISA. SHA/ Insurer/ ISA shall not disclose to any third party and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors and affiliates keep secret all information relating to the EHCP including without limitation to the EHCP's proprietary information, process flows, and other required details.

2. In Particular the EHCP agrees to:

    - Maintain confidentiality and endeavour to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the EHCP or such other medical practitioner or such other person by virtue of this agreement or otherwise,

including Insurer's proprietary information, confidential information relating to insured, medicals test reports whether created/ handled/ delivered by the EHCP. Any personal information relating to a Insured received by the EHCP shall be used only for the purpose of inclusion/preparation/finalisation of medical reports/ test reports for transmission to Insurer only and shall not give or make available such information/ any documents to any third party whatsoever.

- Keep confidential and endeavour to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to Insured, and that the information contained in these reports remains confidential and the reports or any part of report is not disclosed/ informed to the Insurance Agent / Advisor under any circumstances.

- Keep confidential and endeavour to maintain confidentiality of any information relating to Insured, and shall not use the said confidential information for research, creating comparative database, statistical analysis, or any other studies without appropriate previous authorisation from Insurer and through Insurer from the Insured.

Section 16: Indemnities and other provisions

1. SHA, Insurer/ ISA will not interfere in the treatment and medical care provided to its beneficiaries. SHA and/ or Insurer/ ISA will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.

2. SHA and/ or / Insurer/ ISA shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the EHCP and the EHCP shall obtain professional indemnity policy on its own cost for this purpose. The EHCP agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service.

3. Notwithstanding anything to the contrary in this agreement no Parties shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

4. The EHCP will indemnify, defend and hold harmless the SHA and Insurer/ ISA against any claims, demands, proceedings, actions, damages, costs, and expenses which the company may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the EHCP or any of its employees or doctors or medical staff.

5. SHA will not have legal obligations towards claim settlement amount in the cases where an insurance company has been hired by SHA to implement AB PM-JAY.

Section 17: Force Majeure

Notwithstanding anything to the contrary in this agreement no Parties shall be liable by reason of failure or delay in the performance of its duties and obligations under this agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

Section 18: Notices

All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and delivered to the other Party:

A. By registered mail;
B. By courier;
C. By facsimile;

In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given

- If sent by registered mail, seven working days after posting it; and
- If sent by courier, seven working days after posting it; and
- If sent by facsimile, two working days after transmission. In this case, further confirmation has to be done via telephone and e-mail.

The notices shall be sent to the other Party to the above addresses (or to the addresses which may be provided by way of notices made in the above said manner):

If to the EHCP:

Attn: ……

Tel: ……..

Fax: ……

If to Insurance company

_____ Insurance Company Limited/ TPA Limited

_____

_____

_____

If to the SHA

Section 19: Miscellaneous

1. This Agreement together with the clauses specified in the tender document floated for selection of Insurance Company/ ISA and any Annexure attached hereto constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, and all other mutual understandings, accord and agreements, irrespective of their form between the parties. Any annexure shall constitute an integral part of the Agreement.

2. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.

3. Should specific provision of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby.

4. The EHCP may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of SHA/ Insurer/ ISA, provided whereas that the SHA/Insurer may assign this Agreement or any rights, title or interest herein to an Affiliate without requiring the consent of the EHCP.

5. The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.

6. The EHCP will indemnify, defend and hold harmless the SHA /Insurer against any claims, demands, proceedings, actions, damages, costs, and expenses which the latter may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the EHCP or any of its employees/doctors/other medical staff.

7. Law and Arbitration

   i. The provisions of this Agreement shall be governed by and construed in accordance with Indian law.
   ii. Any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996.
   iii. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.
   iv. The place of arbitration shall be _____ and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in _____.
   v. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
   vi. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction.
   vii. The rights and obligations of the Parties under, or pursuant to, this Clause including the arbitration agreement in this Clause, shall be governed by and subject to Indian law.
   viii. The cost of the arbitration proceeding would be borne by the parties on equal sharing basis.

NON – EXCLUSIVITY

SHA and/ or Insurer/ ISA reserves the right to appoint any other health care provider for implementing the packages envisaged herein and the EHCP shall have no objection for the same.

8. Severability

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

9. Captions

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

1 SIGNED AND DELIVERED BY

the EHCP. - the within named_____, by the Hand of _____ its Authorised Signatory

In the presence of:

2 SIGNED AND DELIVERED BY _____, Government of ……..the within named _____, by the hand of _____ its Authorised Signatory

In the presence of:

3 SIGNED AND DELIVERED BY _____, Government of …… the within named _____, by the hand of _____ its Authorised Signatory

In the presence of:

Annex 1 – Exclusions to the Policy

The Insurance Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

1. **Conditions that do not require hospitalisation**: Condition that do not require hospitalisation and can be treated under Out Patient Care. Outpatient Diagnostic, Medical and Surgical procedures or treatments unless necessary for treatment of a disease covered under day care procedures (as applicable) will not be covered.

2. Except those expenses covered under pre and post hospitalisation expenses, further expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes only during the hospitalized period and expenses on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician.

3. Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc. unless arising from disease or injury and which requires hospitalisation for treatment.

4. **Congenital external diseases**: Congenital external diseases or defects or anomalies, Convalescence, general debility, “run down” condition or rest cure.

5. Hormone replacement therapy for Sex change or treatment which results from or is in any way related to sex change.

6. **Drugs and Alcohol Induced illness**: Diseases, illness or injury due to or arising from use, misuse or abuse of drugs or alcohol or use of intoxicating substances, or such abuse or addiction

7. **Vaccination**: Vaccination, inoculation or change of life or cosmetic or of aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness. Circumcision (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident),

8. **Suicide**: Intentional self-injury/suicide

9. Persistent Vegetative State

Annex 2 – Packages and Rates

To be added by the SHA

Annex 3: Beneficiary Identification System

The core principle for finalising the operational guidelines for proposed AB PM-JAY is to construct a broad framework as guiding posts for simplifying the implementation of the Mission under the ambit of the policy and the technology while providing requisite flexibility to the States to optimally chalk out the activities related to implementation in light of the peculiarities of their own State/UT, as ownership of implementation of scheme lies with them.

A. AB PM-JAY will target about 10.74 crore poor, deprived rural families and identified occupational category of urban workers' families as per the latest Socio-Economic Caste Census (SECC) data, both rural and urban. Additionally, all such enrolled families under RSBY that do not feature in the targeted groups as per SECC data will be included as well.

B. States covering a much larger population than the AB PM-JAY beneficiary list will need to
   i. Provide a declaration that their eligibility criteria cover AB PM-JAY beneficiaries
   ii. Setup a process to ensure any family in AB PM-JAY list who may be missed under the State's criteria is covered when they seek care.
   iii. Beneficiaries obtaining treatment should be tagged if they are AB PM-JAY beneficiaries. Reports to MoHFW/ NHA will need to be provided for these beneficiaries
   iv. Link all AB PM-JAY beneficiaries with the State's Scheme ID and Aadhaar in a defined time period

C. State/UT will be responsible for carrying out Information, Education and Communication (IEC) activities amongst targeted families such that they are aware of their entitlement, benefit cover, empanelled hospitals and process to avail the services under AB PM-JAY. This will include leveraging village health and nutrition days, making available beneficiary family list at Panchayat office, visit of ASHA workers to each target family and educating them about the scheme, Mass media, etc. among other activities. The following 2 IEC activities are designed to aid in Beneficiary Identification

   i. AB PM-JAY Additional Data Collection drive at Gram Sabha's across India will take place on 30th April. MoHFW in collaboration with Ministry of Rural Development (MoRD) will drive collection of Ration Card, Mobile Number for each AB PM-JAY household.

   ii. Government of India will send a personalised letter via mass mail to each targeted family through postal department in states launching AB PM-JAY. This letter will include details about the scheme, toll free helpline number and family details and their ID under AB PM-JAY

   iii. States which are primarily covering AB PM-JAY beneficiaries are encouraged to create multiple service locations where beneficiaries can check if they are covered. These include
      - Contact points or kiosks set up at CSCs, PHCs, Gram Panchayat, etc
      - Empanelled Hospital
      - Self-check via mobile or web

- Or any other contact point as deemed fit by States

D. Beneficiary identification will include the following broad steps:
   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.
   iv. The system determines a confidence score for the link based on how close the name / location / family members between the AB PM-JAY record and documents is provided.
   v. The operator sends the linked record for approval to the Insurance company / Trust
   vi. If the confidence score is high (as specified by software), the operator can immediately issue the e-Card and admit the patient for treatment. Otherwise, the patient must be advised to wait for approval from the insurance company/ trust
   vii. The insurance company / 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 insurance company / Trust can either approve or recommend a case for rejection with reason.
   viii. All cases recommended for rejection will be scrutinised 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.
   ix. 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.
      - The beneficiary will also be provided with a booklet/ pamphlet with details about AB PM-JAY and process for availing services.
      - Presentation of this e-card will not be mandatory for availing services. However, the e-card may serve as a tool for reinforcement of entitlement to the beneficiary and faster registration process at the hospital when needed.

E. Addition of new family members will be allowed. This requires at least one other family member has been approved by the Insurance Company/Trust. Proof of being part of the same family is required in the form of
   i. Name of the new member is in the family ration card or State defined family card
   ii. A marriage certificate relating to marriage to a family member existing in the family
   iii. A birth certificate relating to a birth to a family member existing in the family is available.

Specification of Hardware and Software to be inserted here

Annex 4: Arogya Mitra Under AB PM-JAY

Pradhan Mantri Arogya Mitra (PMAM) will need to be hired by Private EHCP for managing the help desk. Public EHCP to follow the final guidelines issued by SHA for PMAMs. This help desk will need to be set up exclusively for AB PM-JAY. Indicative role of AM is as follows:

A. Receive beneficiary at the EHCP
B. Guide beneficiary regarding AB PM-JAY and process to be followed in the EHCP for taking the treatment
C. Carry out the process of Beneficiary Identification for such persons who are beneficiaries of AB PM-JAY
D. Take photograph of the beneficiary
E. Carry out the Aadhaar based identification for such beneficiaries who are carrying Aadhaar
F. If the person is not carrying Aadhaar carry out the identification through other defined Government issued ID
G. Scan the identification documents as per the guidelines and upload through the software
H. Send the result of beneficiary identification process to Insurer/ ISA for approval
I. After getting confirmation from Insurer/ ISA or SHA regarding identification of the beneficiary, issue e-card to the beneficiary
J. Refer the patient to doctor for consultation
K. Check the balance of AB PM-JAY Beneficiary family in her/ his AB PM-JAY Cover amount.
L. Upon advice of the doctor admit the patient in the EHCP
M. Take the pre-authorisation as and when required as per the guidelines
N. Enter all the relevant details of package and other information as provided by the doctor and required by the AB PM-JAY software
O. At the time of discharge again enter all the relevant details and discharge summary in the AB PM-JAY software
P. Carry out any other task as defined by the EHCP related to AB PM-JAY

Detailed guidelines for Arogya Mitras issued by States to be inserted here

Annex 5: Process of Delivery of Benefits, Claim reporting and Submission

1 Cashless Access of Services

A. The AB PM-JAY 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 EHCP shall be reimbursed as per the package cost specified in the Tender Document agreed for specified packages or as pre-authorised amount in case of unspecified packages.

C. The SHA/ Insurer/ ISA shall ensure that each EHCP shall at a minimum possess the Hospital IT Infrastructure required to access the AB PM-JAY Beneficiary Database and undertake verification based on the Beneficiary Identification process laid out, using unique AB PM-JAY Family ID on the AB PM-JAY Card and also ascertain the balance available under the AB PM-JAY Cover provided by the Insurer.

D. The SHA/ Insurer/ ISA shall provide each EHCP with an transaction manual describing in detail the verification, pre-authorisation and claims procedures.

E. The SHA / Insurer/ ISA shall train Arogya Mitras that will be deputed in each EHCP that will be responsible for the administration of the AB PM-JAY 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 PM-JAY Beneficiary Family Unit by Aadhaar Based Identification System (No person shall be denied the benefit in the absence of Aadhaar Card) and ensure:
   i. That the patient is admitted for a covered procedure and package for such an intervention is available.
   ii. AB PM-JAY Beneficiary has balance in her/ his AB PM-JAY Cover amount.
   iii. Provisional entry shall be made on the server using the AB PM-JAY 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 PM-JAY Beneficiary Family Unit to complete the transaction.

2 Pre-authorisation of Procedures

A. All procedures in Annex 2 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 Annex 2.

B. No EHCP shall, under any circumstances whatsoever, 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 PM-JAY

C. Request for hospitalisation 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 as per defined process. The medical team of SHA/ Insurer/ ISA would get in touch with the treating doctor, if necessary.

D. The SHA/ Insurer/ ISA shall ensure that in all cases pre-authorisation request related decisions are communicated to the EHCP within 6 hours for all normal cases and within 1 hours for emergencies. If there is no response from the SHA/ Insurer/ ISA within 6 hours of an EHCP filing the pre-authorisation request, the request of the EHCP shall be deemed to be automatically authorised.

E. The SHA/ Insurer shall not be liable to honour any claims from the EHCP for defined procedures for which the EHCP does not have a pre-authorisation, if prescribed.

F. Reimbursement of all claims for procedures in package rate list shall be as per the limits prescribed for each such procedure unless stated otherwise in the pre-authorisation letter/communication.

G. The RAL form should be dully filled with clearly mentioned Yes or No. There should be no nil, or blanks, which will help in providing the outcome at the earliest.

H. The SHA/ Insurer guarantees payment only after receipt of RAL and the necessary medical details.

I. 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 SHA/ Insurer can deny the authorisation or seek further clarification/ information.

J. The Insurer needs to file a report to the SHA explaining reasons for denial of every such pre-authorisation request.

K. 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.

L. 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.

M. The authorisation is given only for the necessary treatment cost of the ailment covered and mentioned in the RAL for hospitalisation.

N. The entry on the AB PM-JAY 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 Insurer.

O. 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 PM-JAY beneficiary. The Insurer upon receipt of the bills and documents would release the authorized amount.

P. The Insurer will not be liable for payments 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.

Q. In cases where the AB PM-JAY 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 paid by the Insurer from the Policy which was operating during the period in which the AB PM-JAY beneficiary was admitted.

3 Claims Management

A. All EHCPs shall be obliged to submit their claims within 24 hours of discharge in the format prescribed. However, in case of Public EHCPs this time may be relaxed as defined by SHA.

B. The SHA (recommended by ISA) / Insurer shall be responsible for settling all claims **within 15 days after receiving all the required information/ documents**.

4 Process for Beneficiary identification, issuance of AB PM-JAY e-card and transaction for service delivery

A. Beneficiary Verification & Authentication

Member may bring the following to the AB PM-JAY helpdesk:

- Letter from MoHFW/NHA
- RSBY Card
- Any other defined document as prescribed by the State Government
    - Arogya Mitra/Operator will check if AB PM-JAY e-Card/ AB PM-JAY ID/ Aadhaar Number is available with the beneficiary
    - In case Internet connectivity is available at hospital
        - Operator/Arogya Mitra identifies the beneficiary's eligibility and verification status from AB PM-JAY Central Server
        - If beneficiary is eligible and verified under AB PM-JAY, server will show the details of the members of the family with photo of each verified member
        - If found OK then beneficiary can be registered for getting the cashless treatment.
        - If patient is eligible but not verified then patient will be asked to produce Aadhaar Card/Number/ Ration Card for verification (in absence of Aadhaar)
        - Beneficiary mobile number will be captured.
        - If Aadhaar Card/Number is available and authenticated online then patient will be verified under scheme (as prescribed by the software) and will be issued a AB PM-JAY e-Card for getting the cashless treatment.
        - Beneficiary gender and year of birth will be captured with Aadhaar eKYC or Ration Card
        - If Aadhaar Card/Number is not available then beneficiary will advised to get the Aadhaar Card/number within stipulated time.
    - In case Internet connectivity is not available at hospital
        - Arogya Mitra at AB PM-JAY Registration Desk at Hospital will call Central Helpline and using IVRS enters AB PM-JAY ID or Aadhaar number of the patient. IVRS will speak out the details of all beneficiaries in the family and hospital will choose the beneficiary who has come for treatment. It will also inform the verification status of the beneficiary
        - If eligible and verified then beneficiary will be registered for getting treatment by sending an OTP on the mobile number of the beneficiary
        - In case beneficiary is eligible but not verified then she/he can be verified using Aadhaar OTP authentication and can get registered for getting cashless treatment
    - In case of emergency or in case person does not show AB PM-JAY e-Card/ID or Aadhaar Card/Number and claims to be AB PM-JAY beneficiary and show some photo ID proof issued by Government, then beneficiary may get the treatment after getting TPIN (Telephonic Patient Identification Number) from the call centre and same will be recorded. Government Photo ID proof need not be insisted in case of emergency. In all such cases, relevant AB PM-JAY beneficiary proof will be supplied within specified time before discharge otherwise beneficiary will pay for the treatment to the Hospital.
    - If eligibility, verification and authentication are successful, beneficiary should be allowed for treatment

These details captured will be available at SHA/ Insurance Company/ ISA level for their approval. Once approved, the beneficiary will be considered as successfully identified and verified under AB PM-JAY.

B. Package Selection

I. The operator will check for the specialty for which the hospital is empanelled. Hospitals will only be allowed to view and apply treatment package for the specialty for which they are empanelled.
II. Based on diagnosis sheet provided by doctor, operator should be able to block Surgical or Non-Surgical benefit package(s) using AB PM-JAY IT system.
III. Both surgical and non-surgical packages cannot be blocked together, either of the type can only be blocked.
IV. As per the package list, the mandatory diagnostics/documents will need to be uploaded along with blocking of packages.
V. Some packages will be reserved for blocking only in public hospitals.
VI. The operator can block more than one package for the beneficiary. A logic will be built in for multiple package selection, such that reduced payment is made in case of multiple packages being blocked in the same hospitalisation event.
VII. If a registered mobile number of beneficiary family is available, an SMS alert will be sent to the beneficiary notifying him of the packages blocked for him.
VIII. At the same time, a printable registration slip needs to be generated and handed over to the patient or patient's attendant.
IX. If for any reason treatment is not availed for any package, the operator can unblock the package before discharge from hospital.

C. Pre-authorisation

a) There would be defined packages which will require pre-authorisation from the insurance company/ trust. In case any inpatient treatment is not available in the packages defined, then hospital will be able to provide that treatment up to Rs. 100,000 to the beneficiary only after the same gets approved by the Insurance company/ trust and will be reflected as unspecified package. Under both scenarios, the operator should be able to initiate a request to the insurance company/trust for pre-authorisation using the web application.
b) The hospital operator will send all documents required for pre-authorisation to the insurance company/trust using the Centralized AB PM-JAY/ States transaction management application.
c) The documents exchanged will not be stored on the AB PM-JAY server permanently. Only the information about pre-authorisation request and response received will be stored on the central server. It is the responsibility of the insurance company/ SHA to maintain the documents at their end.

d) The documents needed may vary from package to package and hence a master list of all documents required for all packages will be available on the server.
e) The request as well as approval of the form will be done using the AB PM-JAY IT system or using API exposed by AB PM-JAY (Only one option can be adopted by the insurance Co.), or using State's own IT system (if adopted by the State).
f) In case of no or limited connectivity, the filled form can also be sent to the insurance company/ trust either through fax/ email. However, once internet connectivity is established, the form should also be submitted using online system as described above.
g) The insurance company/ SHA/ ISA will have to approve or reject the request latest by 6 hours. If the insurance company/ SHA/ ISA fails to do so, the request will be considered deemed to be approved after 6 hours by default.
h) In case of an emergency or delay in getting the response for pre-authorisation request due to technical issues, provision will be there to get the pre-authorisation code over the phone from Insurance Company/ SHA/ ISA or the call centre setup by Insurance Company/ Trust. The documents required for the processing, may be sent using the transaction system within stipulated time.
i) In case of emergency, insurance company/ SHA/ ISA will provide the pre-authorisation code generated through the algorithm/ utility provided by MoHFW/NHA-NIC.
j) Pre-authorisation code provided by the Insurer/ SHA/ ISA will be entered by the operator and will be verified by the system.
k) If pre-authorisation request is rejected, Insurance Company/ SHA/ ISA will provide the reasons for rejection. Rejection details will be captured and stored in the transaction database.
l) If the beneficiary or the hospital are not satisfied by the rejection reason, they can appeal through grievance system.

D. Balance Check, Treatment, Discharge and Claim Request

a) Based on selection of package(s), the operator will check from the Central AB PM-JAY Server if sufficient balance is available with the beneficiary to avail services.
b) States using their own IT system for hospital transaction will be able to check and update balance from Central AB PM-JAY server using API
c) If balance amount under available covers is not enough for treatment, then remaining amount (treatment cost - available balance), will be paid by beneficiary (OOP expense will also be captured and stored)
d) The hospital will only know if there is sufficient balance to provide the selected treatment in a yes or no response. The exact amount will not be visible to the hospital.
e) SMS will be sent to the beneficiary registered mobile about the transaction and available balance
f) List of diagnostic reports recommended for the blocked package will be made available and upload of all such reports will be mandatory before discharge of beneficiary.

g) Transaction System would have provision of implementation of Standard Treatment Guidelines for providing the treatment
h) After the treatment, details will be saved and beneficiary will be discharged with a summary sheet.
i) Treatment cost will be deducted from available amount and will be updated on the Central AB PM-JAY Server.
j) The operator/AM fills the online discharge summary form and the patient will be discharged. In case of mortality, a flag will be raised against the deceased member declaring him as dead or inactive.
k) At the same time, a printable receipt needs to be generated and handed over to the patient or patient's attendant.
l) After discharge, beneficiary gets a confirmation and feedback call from the AB PM-JAY call centre; response from beneficiary will be stored in the database
m) Data (Transaction details) should be updated to Central Server and accessible to Insurance Company/ SHA/ ISA for Claim settlement. Claim will be presumed to be raised once the discharge information is available on the Central server and is accessible to the SHA/ ISA/ Insurance Company
n) SMS will be sent to beneficiary registered mobile about the transaction and available balance
o) After every discharge, claims would be deemed to be raised to the insurance company/ SHA/ ISA. An automated email alert will be sent to the insurance company/trust specifying patient name, AB PM-JAY ID, registration number & date and discharge date. Details like Registration ID, AB PM-JAY ID, date and amount of claim raised will be accessible to the insurance company/trust on AB PM-JAY System/ State IT system. Also details like Registration-ID, AB PM-JAY-ID, Date and amount of claim raised, date and amount of claim disbursement, reasons for different in claims raised and claims settled (if any), reasons for rejection of claims (if any) will be retrieved from the insurance company/trust through APIs.
p) Once the claim is processed and the hospital gets the payment, the above-mentioned information along with payment transaction ID will be updated on central AB PM-JAY system by the insurance company/ SHA/ ISA for each claim separately.
q) Hospital Transaction Management Module would be able to generate a basic MIS report of beneficiary admitted, treated and claim settled and in process and any other report needed by Hospitals on a regular basis
r) Upon discharge, beneficiary will receive a feedback call from the Call centre where he can share his feedback about his/her hospitalisation experience.

Annex 6: Process for Disciplinary Proceedings and De-Empanelment

A. Institutional Mechanism

I. De-empanelment process can be initiated by SHA/ Insurance Company/ ISA after conducting proper disciplinary proceedings against empanelled hospitals on misrepresentation of claims, fraudulent billing, wrongful beneficiary identification, overcharging, charging money from patients unnecessarily, unnecessary procedures, false/misdiagnosis, referral misuse and other frauds that impact delivery of care to eligible beneficiaries.

II. Hospital can contest the action of de-empanelment by Insurance Company/ ISA with SEC/SHA. If hospital is aggrieved with actions of SEC/SHA, the former can approach the SHA to review its decision, following which it can request for redressal through the Grievance Redressal Mechanism as per guidelines.

III. In case of implementation through the insurance mode, the SEC and DEC will mandatorily include a representative of the Insurance Company when deliberating and deciding on disciplinary proceedings under the scheme.

IV. The SEC may also initiate disciplinary proceedings based on field audit reports/survey reports/feedback reports/ complaints filed with them/ complaints.

V. For disciplinary proceedings, the DEC may consider submissions made by the beneficiaries (through call centre/ Mera hospital or any other application/ written submissions/ emails etc.) or directions from SEC or information from other sources to investigate a claim of fraud by a hospital.

VI. On taking up such a case for fraud, after following the procedure defined, the DEC will forward its report to the SEC along with its recommendation for action to be taken based on the investigation.

VII. The SEC will consider all such reports from the DECs and pass an order detailing the case and the penalty provisions levied on the hospital.

VIII. Any disciplinary proceeding so initiated shall have to be completed within 30 days.

B. Steps for Disciplinary Proceedings

Step 1 - Putting the provider on “Watch-list”

Based on the claims, data analysis and/or the provider visits, if there is any doubt on the performance of a Provider, the SEC on the request of the IC or the SHA or on its own findings or on the findings of the DEC, can put that hospital on the watch list. The data of such hospital shall be analysed very closely on a daily basis by the SHA/SEC for patterns, trends and anomalies and flagged events/patterns will be brought to the scrutiny of the DEC and the SEC as the case may be.

The IC shall notify such service provider that it has been put on the watch-list and the reasons for the same.

Step 2 – Issuing show-cause notice to the hospital

Based on the activities of the hospital if the insurer/ trust believes that there are clear grounds of hospital indulging in wrong practices, a showcause notice shall be issued to the hospital. Hospital will need to respond to the notice within 7 days of receiving it.

Step 3 - Suspension of the hospital

A Provider can be temporarily suspended in the following cases:

i) For the Providers which are on the "Watch-list" or have been issued showcause notice if the SEC observes continuous patterns or strong evidence of irregularity based on either claims data or field visit of the hospital or in case of unsatisfactory reply of the hospital to the showcause notice, the hospital may be suspended from providing services to beneficiaries under the scheme and a formal investigation shall be instituted.

ii) If a Provider is not in the "Watch-list", but the SEC observes at any stage that it has data/ evidence that suggests that the Provider is involved in any unethical Practice/ is not adhering to the major clauses of the contract with the Insurance Company / Involved in financial fraud related to health insurance patients, it may immediately suspend the Provider from providing services to policyholders/insured patients and a formal investigation shall be instituted.

A formal letter shall be send to the concerned hospital regarding its suspension with mentioning the time frame within which the formal investigation will be completed.

Step 4 - Detailed Investigation

The detailed investigation shall be undertaken for verification of issues raised in disciplinary proceedings and may include field visits to the providers (with qualified allopathic doctor as part of the team), examination of case papers, talking with the beneficiary/ policyholders/insured (if needed), examination of provider records etc. If the investigation reveals that the report/ complaint/ allegation against the provider is not substantiated, the Insurance Company/SHA would immediately revoke the suspension (in case of suspension) on the direction of the SEC. A letter regarding revocation of suspension shall be sent to the provider within 24 hours of that decision.

Step 5 – Presentation of Evidence to the SEC

The detailed investigation report should be presented to the SEC and the detailed investigation should be carried out in stipulated time period of not more than 7 days. The insurance company (Insurance mode)/SHA (Trust Mode) will present the findings of the detailed investigation. If

the investigation reveals that the complaint/allegation against the provider is correct, then the following procedure shall be followed:

i) The hospital must be issued a “show-cause” notice seeking an explanation for the aberration.

ii) If during investigation, it is observed that treating doctor has also connived to commit the fraud with ECHP/beneficiary/insurance company/any other party, a show cause Notice shall be issued by the EHCP to such doctor(s) employed by it for unethical practices under relevant provisions of the Medical Council of India / State Council / Clinical Establishment Act / other laws of land. Similar notice shall be issued by the EHCP to all parties e.g. medical device company, pathology/diagnostic lab, pharma supplier etc. which are complicit to the fraud(s). The EHCP shall submit to the SEC a copy of such Notice(s) served by it to relevant parties.

iii) In case the proceedings are under the SEC, after receipt of the explanation and its examination, the charges may be dropped or modified or an action can be taken as per the guidelines depending on the severity of the malafide/error. In cases of de-empanelment, a second show cause shall be issued to the hospital to make a representation against the order and after considering the reply to the second showcause, the SEC can pass a final order on de-empanelment. If the hospital is aggrieved with actions of SEC/SHA, the former can approach the SHA to review its decision, following which it can request for redressal through the Grievance Redressal Mechanism as per guidelines.

iv) In case the preliminary proceedings are under the DEC, the DEC will have to forward the report to the SEC along with its findings and recommendations for a final decision. The SEC may ask for any additional material/investigation to be brought on record and to consider all the material at hand before issuing a final order for the same.

The entire process should be completed within 30 days from the date of suspension. The disciplinary proceedings shall also be undertaken through the online portal only.

Step 6 - Actions to be taken after De- empanelment

Once the hospital has been de-empanelled, following steps shall be taken:

i) A letter shall be sent to the hospital regarding this decision.

ii) A decision may be taken by the SEC to ask the SHA/Insurance Company to lodge an FIR in case there is suspicion of criminal activity.

iii) This information shall be sent to all the other Insurance Companies as well as other regulatory bodies and the MoHFW/ NHA.

iv) The SHA may be advised to notify the same in the local media, informing all

policyholders/insured about the de-empanelment ensuring that the beneficiaries are aware that the said hospital will not be providing services under AB PM-JAY.

v) A de-empanelled hospital cannot re-apply for empanelment for at least 2 years after de-empanelment. However, if the order for de-empanelment mentions a longer period, such a period shall apply for such a hospital.

vi) The EHCP shall not be able to initiate any new transaction on the Scheme's transaction software. However, patients already admitted would not be denied treatment and such transactions shall be allowed to be completed and all processes carried out till the discharge of such patients as in a normal course.

vii) The name of de-empanelled provider shall be prominently displayed on the website of the SHA along with reason(s) for de-empanelment and state-wise consolidated list of all de-empanelled hospitals shall be displayed on the website of the NHA along with reason(s) for de-empanelment.

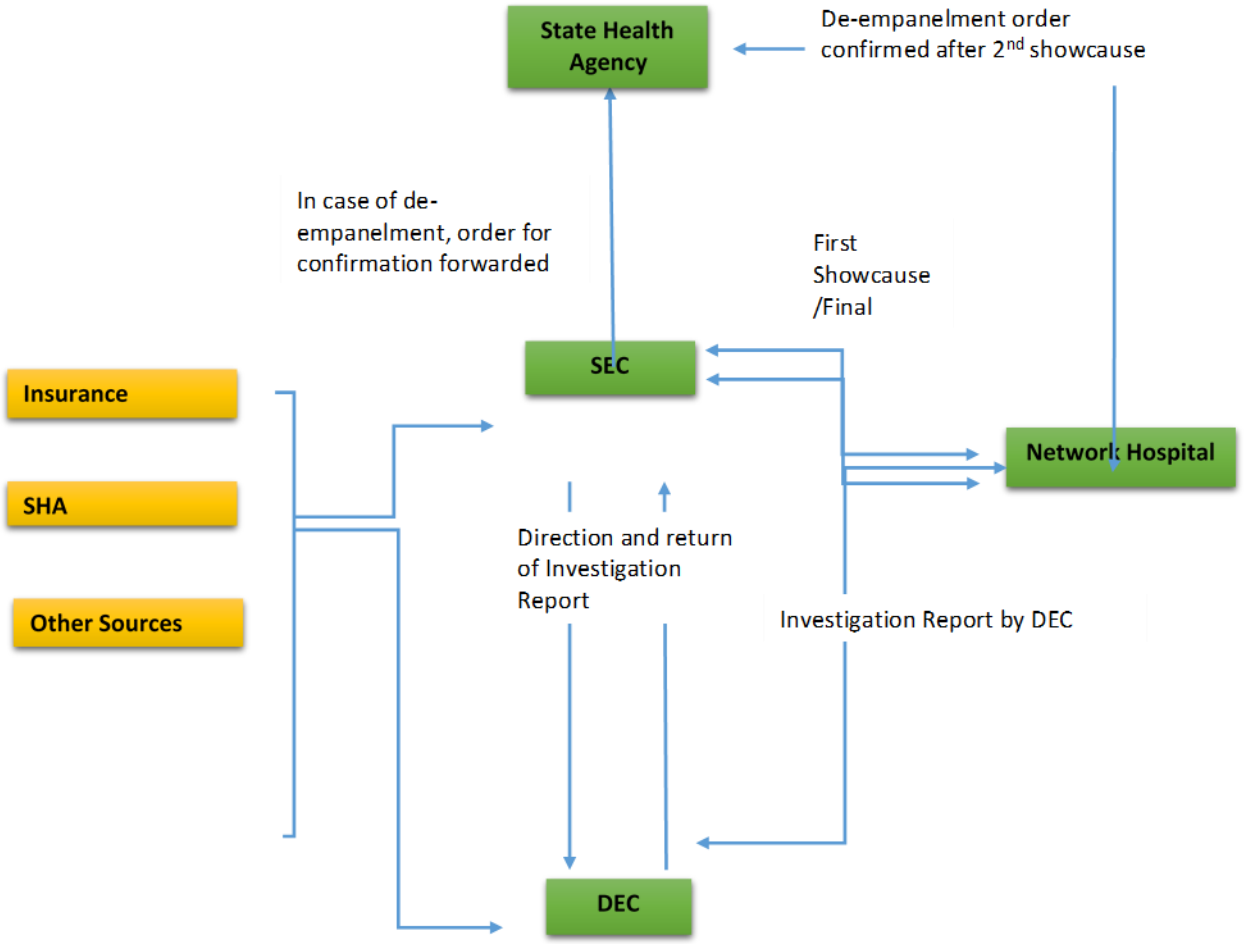
C. Gradation of Offences

On the basis of the investigation report/field audits, the following charges may be found to be reasonably proved and a gradation of penalties may be levied by the SEC. However, this tabulation is intended to be as guidelines rather than mandatory rules and the SEC may take a final call on the severity and quantum of punishment on a case to case basis.

Penalties for Offences by the Hospital			
Case Issue	**First Offence**	**Second Offence**	**Third Offence**
Illegal cash payments by beneficiary	Full Refund and compensation 3 times of illegal payment to the beneficiary	In addition to actions as mentioned for first offence, Rejection of claim for the case	De-empanelment/ black-listing
Billing for services not provided	Rejection of claim and penalty of 3 times the amount claimed for services not provided, to Insurance Company /State Health Agency	Rejection of claim and penalty of 8 times the amount claimed for services not provided, to Insurance Company /State Health Agency	De-empanelment
Up coding/ Unbundling/ Unnecessary Procedures	Rejection of claim and penalty of 8 times the excess amount claimed due to up coding /unbundling/Unnecessary	Rejection of claim and penalty of 16 times the excess amount claimed due to up coding/unbundling/Unnece	De-empanelment

	Procedures, to Insurance Company /State Health Agency. For unnecessary procedure:	ssary Procedures, to Insurance Company /State Health Agency	
Wrongful beneficiary Identification	Rejection of claim and penalty of 3 times the amount claimed for wrongful beneficiary identification to Insurance Company /State Health Agency	Rejection of claim and penalty of 8 times the amount claimed for wrongful beneficiary identification to Insurance Company /State Health Agency	De-empanelment
Non-adherence to AB PM-JAY quality and service standard	In case of minor gaps, warning period of 2 weeks for rectification, for major gaps, Suspension of services until rectification of gaps and validation by SEC/ DEC	Suspension until rectification of gaps and validation by SEC/ DEC	De-empanelment

All these penalties are recommendatory, and the SEC may inflict larger or smaller penalties depending on the severity/regularity/scale/intentionality on a case to case basis with reasons mentioned clearly in a speaking order. The penalties by the hospital will be paid to the SHA in all the cases.



The SHA will reserve the right to modify the penalties with due intimation to the EHCP based on the experience.