

**Selection of Third Party Administrator/Implementation Support
Agency for the implementation of
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana - Karunya
Arogya Suraksha Padhathi**

in the State of Kerala

**Draft Service Contract
to be signed with the Third Party Administrator/Implementation
Support Agency
Vol - II**

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Abbreviations

ABPM-JAY	Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana
AL	Authorisation Letter (from the TPA/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
KASP	Karunya Arogya Suraksha Padhathi
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
Service Contract
for the implementation of
Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana - Karunya Arogya
Suraksha Padhathi

This Agreement for the implementation of AB PM-JAY - KASP for providing the AB PM-JAY - KASP service (the **service Contract**) is made at _____ on _____:

BETWEEN

THE GOVERNMENT OF THE STATE OF KERALA, represented by the **Executive Director, State Health Agency**, having his principal office at 5th and 8th Floor, Artech Meeakshi Plaza, Opp. Government Women and Child Hospital, Thycaud, Thiruvananthapuram, Kerala - 695014 (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);

AND

The _____ a TPA/ISA registered with the Insurance Regulatory & Development Authority having registration number ____ and having its registered office at _____ (hereinafter referred to as the TPA/ISA, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The State Health Agency and the TPA/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 providing health 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 Government of Kerala has decided to implement the AB PM-JAY - KASP to provide health assurance to defined categories of families that are eligible for the scheme in the State of Kerala.

C. The objective of AB PM-JAY - KASP 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 along with the estimated RSBY/CHIS Beneficiary Families who were enrolled during 2018-19 not figuring in the SECC Database. These eligible AB PM-JAY -

KASP 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 24th December 2020, the State Health Agency commenced a bidding process by issuing tender documents (the **Tender Documents**), inviting TPA/ISA to submit their bids for the implementation of the AB PM-JAY - KASP. Pursuant to the Tender Documents, the bidders submitted their bids for the implementation of the AB PM-JAY - KASP.

E. Following a process of evaluation of financial bids submitted by bidders, the State Health Agency accepted the Bid of the TPA/ISA for the implementation of the AB PM-JAY - KASP. The State Health Agency issued a notification of award dated _____ (the **NOA**) and requested the TPA/ISA to execute this service Contract. The TPA/ISA accepted the NOA on _____.

F. The TPA/ISA represents and warrants that it has the experience, capability and know-how required for carrying on health insurance claims business and has agreed to provide health assurance claims services of the Beneficiary Family Units (*defined below*) from the Public EHCPs eligible under the AB PM-JAY - KASP for the implementation of the scheme in all the districts in the State of Kerala.

G. Subject to the terms, conditions and exclusions set out in this service Contract and Policy (*defined below*), the TPA/ISA undertakes that if during a Policy Cover Period (*defined below*) of such Policy any Beneficiary (*defined below*) covered by such Policy:

- (i) undergoes a Medical Treatment (*defined below*) or Surgical Procedure (*defined below*) requiring Hospitalization (*defined below*) or a Day Care Treatment (*defined below*) or Follow-up Care (*defined below*) to be provided by a Public Empanelled Health Care Provider (*defined below*)

then the TPA/ISA shall recommend payment of the packages as defined to the Empanelled Health Care Provider in accordance with the terms of this service Contract .

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Definitions and Interpretations

Definitions

Unless the context requires otherwise, the following capitalized terms and expressions shall have the following meanings for the purpose of this TPA/ISA service Contract:

- a. **AB-PM JAY - KASP** shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana- Karunya Arogya Suraksha Padhathi managed and administered by the Ministry of Health and Family Welfare, Government of India and Kerala respectively 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 PM-JAY -KASP Beneficiary Database** refers to all AB PM-JAY - KASP 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 along with the existing RSBY/CHIS Beneficiary Families who were enrolled during 2018-19 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). State can add additional beneficiaries from time to time.
- c. **AB PM-JAY -KASP Guidelines** mean the guidelines issued by MoHFW and/or NHA/SHA from time to time for the implementation of the AB PM-JAY - KASP , to the extent modified by the Tender Documents pursuant to which the service 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 PM-JAY - KASP Guidelines or issue new AB PM-JAY - KASP Guidelines, which shall then be applicable to the TPA/ISA. This includes all the guidelines issued by MoHFW and/or NHA for the implementation of PMJAY
- d. **Annexure** means an annexure to this service 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 Service Contract between the State Health Agency and the TPA/ISA.
- f. **Beneficiary** means a member of the AB PM-JAY - KASP Beneficiary Family Units who is eligible to avail benefits under the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana- Karunya Arogya Suraksha Padhathi.
- g. **Beneficiary Family Unit** refers to those households (also referred to as families for the purpose of AB PM-JAY - KASP) 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 (as updated from time to time) along with the existing RSBY/CHIS Beneficiary Families not figuring in the SECC Database under the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana- Karunya Arogya Suraksha Padhathi. State can add additional beneficiary family unit from time to time.

- h. **Benefit Package or Health Benefit Package** refers to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive under the AB PM-JAY - KASP and detailed in Annexure 3 (a) of Service Contract
- i. **Bid** refers to the qualification and the financial bids submitted by an eligible TPA/ISA Company 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 TPA/ISA which has submitted its bid in response to this Tender released by the State
- k. **Cashless Access Service** means a facility extended by the SHA to the Beneficiaries where the payments of the expenses that are covered under the Risk Cover are directly made by the TPA/ISA from SHA to the Empanelled Health Care Providers in accordance with the terms and conditions of this Service 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 TPA/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.
- o. **Clause** means a clause of this Service 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.

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- 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 and conditions defined in the guidelines for the provision of health services to the Beneficiaries under AB-PMJAY-KASP. This Service Contract with TPA/ISA is however limited to claim servicing of Public EHCP only.
- 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. **Service Contract/Agreement** shall mean this contract between the State Health Agency and the TPA/ISA for the provision of the benefits under the Risk Cover, to the Beneficiaries and setting out the terms and conditions for the implementation of the AB PM-JAY - KASP.
- x. **ISA/TPA** 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 service Contract with the State Government.
- y. **IRDAI** means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
- z. **IRDA Solvency Regulations** means the IRDA (Assets, Liabilities and Solvency Margin of Insurers) Regulations, 2000, as amended from time to time.
- aa. **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.

- bb. **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
- cc. **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.
- dd. **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.
- ee. **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 the Contract.
- ff. **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.
- gg. **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 PM-JAY. It will also foster coordination and convergence with other similar schemes being implemented by the Government of India and State Governments.
- hh. **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 SHA under Cover, which shall be determined in accordance with the rates provided in this Contract.
- ii. **Party** means either the TPA/ISA or the State Health Agency and **Parties** means both the TPA/ISA and the State Health Agency.

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- jj. **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 Contract, through a network of Empanelled Health Care Providers (EHCP) for the AB-PM-JAY – KASP Beneficiary Family Units validated by the State Government or the designated State Health Agency (SHA).
- kk. **Schedule** means a schedule of this Service Contract.
- ll. **Scheme** shall mean the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana - Karunya Arogya Suraksha Padhathi managed and administered by the Government of India and Government of Kerala.
- mm. **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 service Contract with the State Government.
- nn. **Service Area** refers to the entire State of Kerala covered and included under this Contract for the implementation of AB PM-JAY - KASP.
- oo. **State Health Agency (SHA)** refers to the agency/body set up by the Department of Health and Family Welfare, Government of Kerala for the purpose of coordinating and implementing the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana - Karunya Arogya Suraksha Padhathi in the State of Kerala.
- pp. **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 Government intends to select and sign the service Contract for this Scheme.
- qq. **Sum Assured** shall mean the sum of Rs 5,00,000 per Beneficiary Family Unit per annum against which the Beneficiary Family Unit may seek benefits as per the benefit package under the scheme.
- rr. **Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner as per HBPs detailed in Schedule 3 (a) of service Contract.
- ss. **State** refers to the duly elected Government in the State in which the tender is issued.
- tt. **Tender Documents** refers to this Tender Document including Volume I “Instruction to Bidders”, Volume II “Service Contract to be signed by the TPA/ISA including all Schedules, amendments, modifications issued by the SHA in writing pursuant to the release of the Tender Document.

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- uu. **Turn-around Time** means the time taken by the TPA/ISA in completing the task. These tasks include but not limited to processing preauthorization, processing a Claim received from a Private Empanelled Health Care Provider and in making a Claim Payment including investigating such Claim or rejection of the such Claim etc. defined in this 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 TPA/ISA's willful misconduct and/or negligence.

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 service 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 service 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 service Contract.
- j. The Schedules and Annexures to this service Contract form an integral part of this Service Contract and will be in full force and effect as though they were expressly set out in the body of this service Contract.

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- k. References to Recitals, Clauses, Schedules or Annexures in this service Contract shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Schedules and Annexures of or to this service 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 and dates.
 - p. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this service 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 service 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 Parties agree that in the event of any ambiguity, discrepancy or contradiction between the terms of this service Contract and the terms of any requests issued by the TPA/ISA the terms of this service Contract shall prevail, notwithstanding that such requests is issued by the TPA/ISA 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 service 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 - KARUNYA AROGYA SURAKSHA PADHATI', hereinafter referred to as the "AB PM-JAY - KASP" or the "Scheme".

1.2 Objectives of the Scheme

The objective of AB PM-JAY - KASP 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 along with the estimated existing RSBY/CHIS Beneficiary Families who were enrolled during 2018-19 not figuring in the SECC Database. These eligible AB PM-JAY - KASP 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-KASP Beneficiaries and Beneficiary Family Unit

- a. The Parties agree that for the purpose of this service Contract all the persons that are eligible for the scheme as per SECC 2011 data, RSBY/CHIS enrolled families and additional family data approved by SHA/NHA in the Service Area shall be eligible to become Beneficiaries,
- b. Beneficiary Family Unit that is eligible to receive the benefits under the RSBY and CHIS, i.e. those Beneficiary Family Units that fall within any of the following categories: below poverty line (BPL) households listed in the BPL list published for the State of Kerala, MGNREGA households, households of unorganized and the State identified eligible categories under scheme CHIS
- c. All AB PM-JAY - KASP 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 (as updated from time to time) along with the existing RSBY/CHIS Beneficiary Families enrolled during 2018-19 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.
- d. The TPA/ISA agrees that: (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.
- e. Unit of coverage under the Scheme shall be a family and each family for this Scheme shall be called a AB PM-JAY - KASP 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 by the SHA/NHA/Government.

- f. The presence of name in the beneficiary list shall be the proof of eligibility of the Beneficiary Family Unit for the purpose of availing benefits under this scheme.

3. Risk Covers and Sum Assured

3.1 Risk Cover and Sum Assured

The Benefits within the scheme, to be provided on a cashless 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 detailed in Schedule 3 (a).
- b) As on the date of commencement of the Policy Cover Period, the AB PM-JAY - KASP Sum Assured in respect of the Risk Cover for each AB PM-JAY - KASP Beneficiary Family Unit shall be **Rs. 5,00,000 (Rupees Five Lakhs Only)** per family per annum on family floater basis. This shall be called the **Sum Assured**, which shall be fixed irrespective of the size of the AB PM-JAY - KASP Beneficiary Family Unit.
- c) The TPA/ISA shall ensure that the Scheme's RC shall be provided to each AB PM-JAY - KASP Beneficiary Family Unit on a family floater basis covering all the members of the AB PM-JAY - KASP Beneficiary Family Unit including Senior Citizens, i.e., the Sum Assured 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 SHA/NHA/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 SHA 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 as detailed in HBPs Schedule 3 (a).

3.2 Benefit Package: AB PM-JAY - KASP Cover

- a. The benefits within this Scheme under the Risk Cover are to be provided on a cashless basis to the AB PM-JAY - KASP Beneficiaries up to the limit of their annual coverage and includes:

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- (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: 'HBP and Quality'** and exclusions are furnished in **Schedule 2: 'Exclusions to the Policy'**.
- c. For availing treatment in public empanelled hospitals, preauthorisation is not required to be taken.
- 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 fixed by SHA to any AB PM-JAY - KASP 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 TPA/ISA shall recommend to reimburse claims of Public Empanelled Health Care Provider under the AB PM-JAY - KASP 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 TPA/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-KASP is a cashless scheme where no payment from a beneficiary should be accepted by the hospital. However, upon exhaustion of the beneficiary PM-JAY-KASP wallet, or if the treatment cost exceeds the benefit coverage amount available with the beneficiary families then the remaining treatment cost will be borne by the AB-PMJAY-KASP Beneficiary family as per the package rates defined in this document. 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 PM-JAY - KASP 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

- portability transaction system). 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. The State may permit availing of these packages in Private EHCPs only after a referral from a Public EHCP is made.
 - (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) Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines upto 3 days 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.
 - (x) 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. As part of the regular review process, the Parties (the TPA/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).
- (i) If NHA / SHA during the currency of contract, find that a treatment is being booked under unspecified category repeatedly, or some treatment is required to be included within the list to address a pressing health problem which is or have become widely prevalent, then NHA / SHA may add such treatments in the HBP list. This will not entail any additional financial burden on the part of SHA
- i. 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 total of Risk Cover for an AB PM-JAY - KASP Beneficiary Family Unit.

3.3 Benefits Available only through Empanelled Health Care Providers

- a. The benefits under the AB PM-JAY - KASP Risk Cover shall only be available to an AB PM-JAY - KASP Beneficiary through an EHCP after Aadhaar based identification as far as possible as per Guidelines. In case Aadhaar is not available then other defined Government recognised ID will be used for this purpose.
- b. The benefits under the AB PM-JAY - KASP Cover shall, subject to the available AB PM-JAY-& KASP Sum Assured, be available to the AB PM-JAY - KASP Beneficiary on a cashless 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 PM-JAY - KASP Beneficiary Family Units

- a. Identification of AB PM-JAY-KASP 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 RSBY/CHIS Beneficiary Families enrolled during 2018-19 not figuring in the SECC Database.

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- 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 PM-JAY - KASP e-card, which can be used as reference while availing benefits.
 - c. Beneficiary Identification and Verification will be carried out by SHA and who will issue an 'e-card' to the verified AB PM-JAY - KASP Beneficiary as per BIS Guidelines provided under Schedule 4. 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-KASP list to determine if the person is covered.
 - ii. Search can be performed by Name and Location, ID printed on the PM letter sent to family or RSBY/CHIS URN
 - iii. If the beneficiary's name is found in the AB PM-JAY-KASP 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
 - iv. The operator sends the linked record for approval to the SHA. The beneficiary will be advised to wait for approval from the SHA.
 - v. The SHA will setup a Beneficiary approval team that works on fixed service level agreements on turnaround time. The AB PM-JAY-KASP details and the information from the ID is presented to the verifier. The SHA 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 -KASP and handed over to the beneficiary to serve as a proof for verification for future reference

(In case of unavailability of either of the above-mentioned 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)

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 PM-JAY - KASP, 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-KASP.
- 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. For Public EHCP, the agreement is entered between Director of Health Services/Director of Medical Education and SHA. For autonomous public institutions agreement is signed with the Director of the institution directly.
- b. The Agreement of an EHCP shall continue for a period as per duration of at least 3 years from the date of the execution of the 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.
- c. The TPA/ISA agrees that it will not enter into any understanding with the EHCP that are in contradiction to or that deviates from or breaches the terms of the TPA/ISA contract
- d. As a part of the Agreement, the each EHCP has to have within its premises the required IT infrastructure (hardware and software) as per the AB PM-JAY - KASP guidelines. For all Public EHCPs the costs related to hardware and maintenance of the IT infrastructure shall be borne by the Hospital from the scheme fund. The EHCPs may take TPA/ISA support for procurement of such hardware, 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, shall suspend or de-empanel an EHCP from the AB PM-JAY - KASP, as per the guidelines mentioned in **Schedule 5** and/or as per applicable laws and/or rules.

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- b. Notwithstanding a suspension or de-empanelment of an EHCP, the TPA/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. Implementation Support Contract

8.1 Term of the Implementation Support Contract with the Third Party Administrator/Implementation Support Agency

- a. The Implementation Support Contract that will be signed between the TPA/ISA and the SHA pursuant to this Tender Document, shall be for a period of 1 year. If termination of contract is decided it can be done with 2 months written notice from SHA
- b. All decisions related to renewal shall be taken by the SHA based on the guidelines provided in this Tender Document and the TPA/ISA shall not consider renewal after 1 year as its automatic right.

8.2 Start of Policy

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

8.3 Commencement of Cover Period in State

- a. The Cover Period for the State shall commence from the date decided and announced by the SHA. Upon commencement of operation, the TPA/ISA must strive to clear the cases pending from Public EHCP in a time bound manner.
- b. The TPA/ISA shall ensure servicing of policies for the State in the Service Area covering all AB PM-JAY-KASP beneficiaries as per the Beneficiary Database.
- c. Upon renewal of the implementation support contract for the State in accordance with **Section 8.5**, the renewal Period for the State shall commence from 0000 hours of the day, following the day on which the immediately preceding Policy Cover Period expires.

8.4 Implementation Support Period

In respect of each policy, the Cover Period shall be for a period of 12 months from the date of commencement of scheme Cover Period, i.e., until 2359 hours on the date of expiration of the twelfth month from the date of commencement determined in accordance with **Section 8.5.1**

8.5 Renewal of Implementation Support Period

- a. The SHA shall renew the Implementation Support Contract of the TPA/ISA after one year in case of emergent situations and the policy shall be extended as per the time frame decided by SHA and the decision of SHA shall be final and binding upon the Third Party Administrator/Implementation Support Agency.
- b. The Implementation Support Contract shall be renewed subject to the following conditions being fulfilled:
 - (i) Achievement against KPIs threshold levels as mentioned in **Schedule 12**
 - (ii) The TPA/ISA demonstrating to the reasonable satisfaction of the SHA that it is not suffering from any Event of Default or if it has occurred, such Event of Default is not continuing.
 - (iii) If any of the conditions for renewal in **points (i) and (ii)** of this **Section 8.5** are not fulfilled, then the SHA may refuse renewal of the Policy for the State.
 - (iv) Provided that in each case that the Party refusing or denying renewal gives written reasons for such refusal or denial, as the case may be.
- c. Upon renewal of each cover for State, the SHA shall inform along with the commencement and expiry dates of the renewal Cover Period and the Cover Period for all the Beneficiary Family Units in the State EHCP in the State. Such information shall be widely publicised.

8.5.1 Cover Period for the AB PM-JAY-KASP Beneficiary Family Unit in the First Policy Cover Period

- a. During the first Cover Period for a State, shall commence **from 0000 hours on the date indicated by the SHA.**
- b. The end date of the policy cover for each State is 12 months from the date of start of the Cover.

8.6 Payment of Fee to Third Party Administrator/Implementation Support Agency

- a. The TPA/ISA shall be paid a fee as per the award of the Contract for servicing the claims AB PM-JAY-KASP Beneficiary Family Units from Public EHCPs. The fee will be paid for the cases processed by TPA/ISA, which is assigned as per the tender as per pre agreed rate.

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- b. TPA/ISA has to raise an invoice every quarter for the services offered as per the tender document with relevant details.
 - c. SHA will process the received invoice and communicate to TPA/ISA within 15 days.
 - d. The TPA/ISA shall ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, EHCP, SHA or any other functionary associated with AB PM-JAY-KASP in the State for AB PM-JAY-KASP related activities, unless otherwise specifically permitted by SHA.
 - e. The violation of **clause 8.6.d** shall be considered an event of default and a criminal breach of trust and shall invoke action from SHA.

9. Cashless Access of Services

- a. The AB PM-JAY-KASP beneficiaries shall be provided treatment free of cost for all such ailments covered under the Scheme within the limits/ sub-limits and sum assured, 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 TPA/ISA shall assist SHA, if needed, to train Ayushman Mitras that will be deputed in each EHCP that will be responsible for the administration of the AB PM-JAY-KASP on the use of the Hospital IT infrastructure for making Claims electronically and providing Cashless Access Services.
- d. The EHCP shall establish the identity of the member of a AB PM-JAY-KASP 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-KASP Beneficiary has balance in her/his AB PM-JAY-KASP Cover amount.
 - (iii) Provisional entry shall be made on the server using the AB PM-JAY-KASP 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-KASP Beneficiary Family Unit to complete the transaction.

10. Pre-authorisation of Procedures

All procedures in **Schedule 3** will be auto-approved for Public EHCPs.

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11. Portability of Benefits

- a. The benefits of AB PM-JAY-KASP 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 processed by the SHA that is covering the beneficiary under policy.
- c. The TPA/ISA undertakes that it will exercise due diligence to service any claim from any empanelled hospital under the scheme within India in order to settle claims within 30 days of receiving them.
- d. To ensure true portability of AB PM-JAY, State Governments shall enter into Memorandum of Understanding with Government of India/NHA under AB PM-JAY 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**

12. Claims Management

- a. All EHCPs shall be obliged to submit their claims within 24 hours of discharge in the format prescribed by the TPA/ISA. However, in case of Public EHCPs this time may be relaxed as defined by SHA.
- b. The TPA/ISA shall be responsible for facilitating the claim settlement process **within 15 days after receiving all the required information/ documents.**
- c. Guidelines for submission of claims, claims processing, handling of claim queries, dealing with fraudulent claims and all other related details are furnished in **Schedule 8.**

13. Project Offices of the Third Party Administrator/Implementation Support Agency

13.1 Project Office at the State Level

The TPA/ISA shall establish a Project Office at a convenient place at Thiruvananthapuram, Kerala for coordination with the SHA on a regular basis.

13.2 Organizational Set up and Functions

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- a. In addition to the support staff for other duties, the TPA/ISA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the AB PM-JAY-KASP and for the performance of its obligations and discharge of its liabilities under the Implementation Support Contract:
 - (i) One State Coordinator who shall be responsible for implementation of the Scheme and performance of the Implementation Support Contract in the State.
 - (ii) Required qualified processing doctors. Only along with super specialists in each specialty.
 - (iii) Experienced team for support in fraud control and medical audits.
 - (iv) Required staff to execute the scope of work as per the tender

The State Coordinator and all scheme related staff shall be located in the Project Office itself.

14. Capacity Building Interventions

SHA in coordination with NHA will be carrying out the Capacity Building activities for the Stakeholders. The Third Party Administrator/Implementation Support Agency shall assist SHA in the Capacity Building activities of the SHA/NHA from time to time. The responsibility of all Capacity Building Interventions will vest with the SHA/NHA.

Empanelled Health Care Provider Training

- a. The SHA shall provide training to the Ayushman Mitras for all EHCPs in the State at least once every 6 months, that is, at least twice during each Policy Cover Period. Such training shall minimum include: list of covered procedures and prices, pre-authorisation procedures and requirements, IT training for making online Claims and ensuring proper installation and functioning of the Hospital IT Infrastructure for each Empanelled Health Care Provider.
- b. The SHA shall organize training workshops for each public EHCP (including Community Health Centres- CHCs and Primary Health Centres- PHCs) at the hospital premises at least once every 6 months, that is, at least twice during each Policy Cover Period for the State and at any other time requested by the EHCP, to increase knowledge levels and awareness of the hospital staff.
- c. If a particular EHCP frequently submits incomplete documents or incorrect information in Claims or in its request for authorisation as part of the pre-authorisation procedure, then the SHA shall undertake a follow-up training for such EHCP.

15. Management Information System

- a. All Management Information System (MIS) shall be on a centralised web-based architecture designed by the NHA IT system the purposes of the Scheme.

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- b. The TPA/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 TPA/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 MoHFW, GoI shall have the right to download, print or store the data available on the MIS dashboard.
 - d. In addition, the TPA/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 TPA/ISA shall be responsible for submitting such other data and information as may be requested by the SHA and/ or to the MoHFW, GoI 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 TPA/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 MoHFW, GoI. TPA/ISA undertakes to handover all such information and data to the SHA within 10 days of the expiration of the Policy for the State and on the expiration or early termination of the Implementation Support Contract.

16. Commitments of the Third Party Administrator/Implementation Support Agency

The Third Party Administrator/Implementation Support Agency shall undertake the following tasks which are necessary for successful implementation of the Scheme. These are indicative but not exhaustive.

- a. Service AB PM-JAY-KASP Covers as per the provisions of this Scheme for all AB PM-JAY-KASP Beneficiaries on the database provided to it by the SHA.
- b. Service legitimate and due claims of the Public EHCPs within the allocated timeframe. For pending claims before the service contract period penalty based on KPIs will not apply.
- c. Participate in and coordinate timely redressal of grievances in close coordination with the concerned Grievance Redressal Committee.

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- d. Comply with the orders of the concerned Grievance Redressal Committee should an order be issued against the TPA/ISA itself.
 - e. To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like AB PM-JAY-KASP beneficiaries, the EHCPs etc., analysing the feedback data and recommending appropriate actions.
 - f. Abide by the terms and conditions of the Implementation Support Contract throughout the tenure of the Contract.
 - g. Ensuring that the contact details of the State Coordinator of the Third Party Administrator/Implementation Support Agency and the nodal officer of the EHCP (as the case may be) are updated on the AB PM-JAY-KASP website.
 - h. Ensure provision of services in absence of internet connectivity as provided in **Section 17**.

17. Plan for Provision of Services in the Absence of Internet Connectivity

The TPA/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 TPA/ISA shall:

- a. make all efforts to put in place an alternate mechanism to ensure continued provision of Cashless Access Services to the AB PM-JAY-KASP Beneficiaries in accordance with the methodology prescribed in the AB PM-JAY-KASP Guidelines;
- 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 TPA/ISA and any other related issues to the SHA in the format prescribed by the SHA at that point in time.

18. Monitoring and Verification

18.1 Scope of Monitoring

- a. Monitoring under AB PM-JAY-KASP shall include supervision and monitoring of all the activities under the AB PM-JAY-KASP undertaken by the TPA/ISA and ensuring that the TPA/ISA complies with all the provisions of the Implementation Support Contract signed with the State Health Agency (SHA) for implementation of the Scheme.

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- b. Monitoring shall include but not be limited to:
 - i. Overall performance and conduct of the TPA/ISA.
 - ii. Claims management process.
 - iii. Grievance redressal process.
 - iv. Any other aspect/ activity of the TPA/ISA related to the implementation of the Scheme.

18.2 Monitoring Activities to be undertaken by the Third Party Administrator/Implementation Support Agency

18.2.1 General Monitoring Obligations

Under the AB PM-JAY-KASP, the TPA/ISA shall cooperate with SHA in effective monitoring of 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 Third Party Administrator/Implementation Support Agency 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 PM-JAY-KASP beneficiaries under the provisions of the Scheme.
- c. Ensure monitoring of processes for timely processing and management of all claims of the Public EHCPs.
- d. Ensure fulfilment of obligations as per the agreed Key Performance Indicators (KPIs).
- e. Ensure compliance from all its sub-contractors, vendors and intermediaries hired/contracted by the Third Party Administrator/Implementation Support Agency under the Scheme for the fulfilment of its obligations.

18.2.2 Medical Audit

Scope

- a. The scope of medical audit under the Scheme 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.

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- b. If at any point in time the SHA/NHA 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.

Methodology

- c. The Third Party Administrator/Implementation Support Agency shall conduct the medical audit through on-site visits to the concerned EHCPs for inspection of records, discussions with the nursing and medical staff.
- d. The indicative process of conducting medical audits is set out below and based on this the TPA/ISA shall submit its detailed audit methodology to the SHA for approval:
 - (i) The auditor shall check the data before meeting the EHCP authorities.
 - (ii) The audit should preferably be conducted in the presence of the EHCP's physician/ treating doctor.
- e. The medical audit will include a review of medical records in the format specified in **Schedule 10**.

Personnel

- f. All medical audits should compulsorily be done by MBBS doctors or Specialists as required who are a part of the Third Party Administrator/Implementation Support Agency's or is otherwise duly authorized to undertake such medical audit by the Third Party Administrator/Implementation Support Agency. The Third Party Administrator/Implementation Support Agency shall share the profiles of all such auditors hired/empanelled by it for medical audit purposes under the Scheme.

Frequency and Sample

- g. The number of medical audits to be conducted by the TPA/ISA will be a five percent of the total cases hospitalized in each of the EHCP in the current quarter.

18.2.3 Hospital Audit

- a. The ISA/ ISA will conduct hospital audit for every single EHCP visited by it as a part of the medical audit as described in **Section 18.2.2** above.
- b. Hospital audit shall be conducted as per the format prescribed in **Schedule 11**.
- c. Hospital audit will focus on compliance to EHCP's obligations like operational help desk, appropriate signage of the Scheme prominently displayed, etc. details of which are captured in **Schedule 11**.

18.3 Monitoring Activities to be undertaken by the State Health Agency

18.3.1 Audits by the State Health Agency

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- a. Audit of the audits undertaken by the Third Party Administrator/Implementation Support Agency: The SHA shall have the right to undertake sampled audits of all audits (Medical Audit and Hospital Audit) undertaken by the TPA/ISA.
 - b. Direct audits: In addition to the audit of the audits undertaken by the Third Party Administrator/Implementation Support Agency referred in **Section 18.3.1.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 rejected or partially settled by the TPA/ISA to assure itself of the legitimacy of the TPA/ISA's decisions. Claims settlement decisions of the TPA/ISA that are disputed by the concerned EHCP shall be examined in depth by the CRC after such grievance of the EHCP is forwarded to the CRC or Grievance Redressal Committee (GRC).

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 Section 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.
- Comprehensiveness of claims submissions (documentation) by the EHCPs.
- Number of type of queries raised by the Third Party Administrator/Implementation Support Agency during review of claims – appropriateness of queries.
- Accuracy of claims settlement amount.

- (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 Third Party Administrator/Implementation Support Agency's performance under this Implementation Support Contract.

18.3.2 Spot Checks by the State Health Agency

- a. The SHA shall have the right to undertake spot checks of offices of the Third Party Administrator/Implementation Support Agency 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.

18.3.3 Performance Review and Monitoring Meetings

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- a. The SHA shall organize fortnightly meetings for the first three months and monthly review meetings thereafter with the Third Party Administrator/Implementation Support Agency. 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 TPA/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) Any other item.
 - c. All meetings shall be documented and minutes shared with all concerned parties.
 - d. Apart from the regular quarterly review meetings, the SHA shall have the right to call for interim review meetings as and when required on specific issues.

18.4 Key Performance Indicators for the Third Party Administrator/Implementation Support Agency

- a. A set of critical indicators where the performance level obligations have been 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, the SHA shall have the right to amend the KPIs, which if amended, shall be applicable prospectively on the Third Party Administrator/Implementation Support Agency and the Third Party Administrator/Implementation Support Agency shall be obliged to abide by the same.

18.5 Measuring Performance

- a. Performance shall be measured quarterly against meeting the obligations for the KPIs for each indicator.
- b. Indicator performance results shall be reviewed in the quarterly review meetings and reasons for variances, if any, shall be presented by the Third Party Administrator/Implementation Support Agency.
- c. All penalties imposed by the SHA on the TPA/ISA shall have to be paid by the TPA/ISA within 60 days of such demand.

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- d. Based on the review, the SHA shall have the right to issue rectification orders demanding the performance to be brought up to the levels desired as per the AB PM-JAY-KASP Guidelines.
 - e. All such rectifications shall be undertaken by the TPA/ISA within 30 days of the date of issue of such Rectification Order unless stated otherwise in such Order(s).
 - f. At the end of the rectification period, the TPA/ISA shall submit an Action Taken Report with evidences of rectifications done to the SHA.
 - g. If the SHA is not satisfied with the Action Taken Report, it shall call for a follow up meeting with the TPA/ISA and shall have the right to take appropriate actions within the overall provisions of the Implementation Support Contract between the SHA and the TPA/ISA.

19. Fraud Control and Management

- a. The Scheme shall use an integrated centralized IT platform for detecting outlier behaviour and predictive modelling to identify fraud.
- b. The MIS software will be designed to generate automatic reports and present trends including outlier behaviours against the list of trigger alerts.
- c. For an indicative (not exhaustive) list of fraud triggers that may be automatically and on a real-time basis be tracked by the centralised AB PM-JAY-KASP IT platform, refer to **Schedule 13**. The TPA/ISA shall have capacities and track the indicative (not exhaustive) triggers and it can add more triggers to the list.
- d. Seamless integration of the centralised AB PM-JAY IT platform with State level servers shall ensure real time alerts to the SHAs for immediate intimation to the TPA/ISA and for detailed investigations.
- e. For all trigger alerts related to possible fraud at the level of EHCPs, the TPA/ISA shall take the lead in immediate investigation of the case in close coordination and under constant supervision of the SHA.
- f. Investigations pursuant to any such alert shall be concluded within 15 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.
- g. The SHA shall take all such decision within the provisions of the Implementation Support Contract and be founded on the Principles of Natural Justice.
- h. 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**.

20. Reporting Requirements

- a. The Third Party Administrator/Implementation Support Agency shall submit the following reports as per the scheduled provided in the table below:

No.	Report	Frequency	Deadline
(i)	Medical & Hospital Audit Reports	For each audit	Within 24 hours of completing the audit
(ii)	Medical & Hospital Audit Summary Reports	Weekly	On Saturday of each week
(iii)	Claims/ Utilization Summary Reports	Daily	Online updation every day at the end of the day.
(iv)	Report for greivances/ complaints and resolutions	Weekly	Within 5 th day of the month following the end of the month
(v)	Overall Scheme Progress Reports	Monthly	Within 10 th day of the month following the end of the quarter

- b. All reports shall be uploaded by the TPA/ISA online on the NHA/SHA/ TPA/ISA web portal.
- 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 TPA/ISA.
- e. All Audits reports shall be reviewed by the SHA and based on the audit observations, determine remedial actions, wherever required.

21. Events of Default of the Third Party Administrator/Implementation Support Agency and Penalties

21.1 Events of Default

- a. Following instances would constitute Events of Default for TPA/ISA which may lead to termination of the Implementation Support Contract with the SHA:
- (i) Performance against KPI is not being adhered as specified in **Schedule 12** for two consecutive quarters.
 - (ii) Intentional or unintentional act of undisputedly proven fraud committed by the TPA/ISA or its employee or representative.
- b. Further each of the following events or circumstances, to the extent not caused by a default of the SHA or Force Majeure, shall be considered for the purposes of the Implementation Support Contract as Events of Default of the TPA/ISA which, if not rectified within the time period permitted, may lead to Termination of the Implementation Support Contract:

- (i) The TPA/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 TPA/ISA.
- (ii) The TPA/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 TPA/ISA.
- (iii) If at any time **any payment**, assessment, charge, lien, penalty or damage herein specified to be paid by the TPA/ISA to the SHA, or any part thereof, **shall be in arrears and unpaid**;
- (iv) **Any representation** made or warranties given by the TPA/ISA under the Implementation Support Contract is found to be **false or misleading**;
- (v) The TPA/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;
- (vi) The TPA/ISA has been adjudged as bankrupt or become insolvent:
- (vii) Any petition for winding up of the TPA/ISA has been admitted and liquidator or provisional liquidator has been appointed or the TPA/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 TPA/ISA under the Implementation Support Contract;
- (viii) The TPA/ISA has abandoned the Project Office(s) of the AB PM-JAY-KASP and is non-contactable.

21.2 Penalties

- a. KPI performance related penalties are provided in the KPI table in **Schedule 12**
- b. Apart from the KPI related penalties, the SHA shall impose the following penalties on the Third Party Administrator/Implementation Support Agency which have been referred to in the other sections of this Tender Document:

No.	Additional Defaults	Penalty
(i)	If State office and State coordinator is not being made available as per tender conditions	Rs. 1 lakh for every week of delay

(ii)	If Claim payments to hospital is not made within defined period of 15 days.	Respective penal interest to be borne by the TPA/ISA unless otherwise payment was on hold due to delay from SHA
(iii)	If medical audits are not performed as per the terms described in this tender document.	Rs. 10,000 for each audit report not submitted as per plan.
(iv)	If hospital audits are not performed as per the terms defined in this tender document	Rs. 10,000 for each audit report not submitted as per plan.

22. Grievance Redressal

A robust and strong grievance redressal mechanism has been designed for AB PM-JAY-KASP. 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 PM-JAY-KASP, 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 for this purpose are provided at **Schedule 15**.

23. Renewal of the Implementation Support Contract

- a. The Term of this ISA Contract is subject to renewal after one year.
- b. All decisions related to renewal shall vest with the SHA.
- c. The SHA shall take the decision regarding the Implementation Support Contract renewal based on the parameters specified in **Section 8.5** of this Volume II of the Tender Document.
- d. The TPA/ISA hereby acknowledges and accepts that the decision related to renewal is at the discretion of the SHA and this shall not be deemed as a right of the TPA/ISA under this Implementation Support Contract.

24. Termination of the Implementation Support Contract and Consequences

24.1 Grounds for Termination

- a. If the SHA does not renew the Implementation Support Contract of the Third Party Administrator/Implementation Support Agency as per **Section 23** above, it shall be terminated prematurely.
- b. The Implementation Support Contract may be terminated also on the occurrence of one or more of the following events:
 - (i) the TPA/ISA fails to duly obtain a renewal of its registration with the IRDAI or the IRDAI revokes or suspends the TPA/ISA registration for the TPA/ISA failure to comply with applicable Laws or the TPA/ISA 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) the TPA/ISA's average Turn-around Time over a period of 90 days is in excess of 15 days per Claim provided, all fees due is paid by the SHA in time to the Third Party Administrator/Implementation Support Agency; or
 - (iii) the TPA/ISA has failed to pay any of the Liquidated Damages/penalties within 60 days of receipt of a written notice from the SHA requesting payment thereof; or
 - (iv) the TPA/ISA amends or modifies or seeks to amend or modify the Fees or the terms and conditions of the AB PM-JAY-KASP Cover for any renewal Policy Cover Period; or
 - (v) the TPA/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
 - (vi) any representation, warranty or undertaking given by the TPA/ISA proves to be incorrect in a material respect or is breached; or
 - (vii) Non-performance on KPIs.
 - (viii) Fraudulent practices
- c. Termination shall take place following the legal protocols specified in the Implementation Support Contract.
- d. Premature termination of Implementation Support Contract shall give the following rights to the SHA:

Quantify pending dues of the Third Party Administrator/Implementation Support Agency to the SHA and pending claims of the EHCP and ensure recovery from the SHA.

24.2 State Health Agency Event of Default

- a. The TPA/ISA will be entitled to terminate this Implementation Support Contract upon the occurrence of a material breach of this Implementation Support Contract by the State Health Agency that remains uncured despite receipt of a 60-day cure notice from the TPA/ISA (a State Health Agency Event of Default), provided that such event is not attributable to a Force Majeure Event.

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- b. Upon the occurrence of a State Health Agency Event of Default (non-payment of first instalment of fees as per timelines), the TPA/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 TPA/ISA within 60 days of receipt of the Preliminary Termination Notice, the TPA/ISA will be entitled to terminate this Implementation Support Contract by issuing a Final Termination Notice.

24.3 Termination Date

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

- a. a TPA/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 120 Business Days from the date of the Final Termination Notice issued by the TPA/ISA; and
- c. a Force Majeure Event, shall be the date of expiration of the written notice.

24.4 Consequences of Termination

Upon termination of this Implementation Support Contract, the TPA/ISA agrees to:

- a. Continue to provide the benefits in respect of the Covers to the Beneficiaries until the Termination Date.
- b. Continue to be liable for servicing 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 TPA/ISA undertakes that it shall discharge its liabilities in respect of all such Claims raised within 45 days of the Termination Date.

24.5 Hand-Over Obligations

Without prejudice to the provisions of Clause 25.6, on expiration of the Term or on the Termination Date, the TPA/ISA agrees to:

- a assign all of its rights, but not any payment or other obligations or liabilities, under its Services Agreements with the Empanelled Health Care Providers and any other agreements with its intermediaries or service providers for the implementation of AB PM-JAY-KASP in favour of the State Health Agency or to the New TPA/ISA, provided that

the TPA/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 TPA/ISA, whether such data, information or reports have been collected, collated, created, generated or analysed by the TPA/ISA or its intermediaries or service providers on its behalf and whether such data, information and reports is in electronic or physical form;

25. Force Majeure

25.1 Definition of Force Majeure Event

A Force Majeure Event shall mean the occurrence in the State of Kerala 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 25.1 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 TPA/ISA and that, if it had happened to the TPA/ISA hereunder, would have come within the definition of Force Majeure Event under Clause 25.1; 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 Kerala unless the loss, damage or delay was directly caused by an event that affected a intermediary of the TPA/ISA and that, if it had happened to the TPA/ISA hereunder, would have come within the definition of Force Majeure Event under Clause 25.1; or
- f late performance or other breach or default by the TPA/ISA (including the consequences of any breach or default) caused by the acts, omissions or defaults of any intermediary appointed by the TPA/ISA unless the event that affected the intermediary and caused

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- the act, omission or default would have come within the definition of Force Majeure Event under Clause 25.1 if it had affected the TPA/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 25.1; 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 TPA/ISA or any intermediary appointed by the TPA/ISA or which is directed at the TPA/ISA; or
 - j the negligence or wilful recklessness of the TPA/ISA, the intermediaries appointed by it, their employees or other persons under the control and supervision of the TPA/ISA.

25.2 Limitation on the Definition of Force Majeure Event

Any event that would otherwise constitute a Force Majeure Event pursuant to Clause 25.1 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 TPA/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 TPA/ISA of its obligations under or in connection with this Implementation Support Contract.

25.3 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 25.3 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 22.

- e Subject to the Affected Party having complied with its obligations under Clause 25.3, 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/performance obligations shall be excused by the occurrence of a Force Majeure Event.

25.4 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.

25.5 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.

25.6 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.

26. Assignment

26.1 Assignment by TPA/ISA

Except as approved in advance by the State Health Agency in writing, this Implementation Support Contract, no Policy and no right, interest or Claim under this Implementation Support Contract or Policy or any obligations or liabilities of the TPA/ISA arising under this Implementation Support Contract or Policy or any sum or sums which may become due or owing to the TPA/ISA, may be assigned, transferred, pledged, charged or mortgaged by the TPA/ISA.

26.2 Assignment by State Health Agency

The State Government may assign or transfer all or any part of its rights or obligations under this Implementation Support Contract or any Policy without the prior consent of the TPA/ISA.

26.3 Effect of Assignment

If this Implementation Support Contract or any Policy or any rights, obligations or liabilities arising under this Implementation Support Contract or such Policy are assigned or transferred in accordance with this Clause 26, then this Implementation Support Contract shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns.

Any assignment not expressly permitted under this Implementation Support Contract shall be null and void and of no further force and effect.

26.4 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 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 SHA in favour of any third party.

27. Confidentiality of Information and Data Protection

TPA/ISA will treat 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.

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

28. 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.

29. 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 PM-JAY-KASP Cover to the Beneficiaries that are covered by the TPA/ISA.

30. 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 TPA/ISA will not in any manner create a relationship between the State Health Agency and such third parties.

31. Variation or Amendment

- a 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 to the Clauses above, the TPA/ISA agrees that the MoHFW and the State Health Agency shall be free to issue AB PM-JAY-KASP Guidelines from time to time and the TPA/ISA agrees to comply with all such AB PM-JAY-KASP Guidelines issued during the Term, whether or not the provisions or terms of such AB PM-JAY-KASP Guidelines have the effect of varying or amending the terms of this Implementation Support Contract.

32. 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.

33. 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) by courier services or by email (in which case the original shall be sent by courier services).

To: **TPA/ISA**

Attn: Mr. / Ms. _____

E-Mail: _____

Phone: _____

To: **State Health Agency**

Attn: Dr. Rathan U Kelkar IAS, Executive Director, State Health Agency, 5th & 8th Floor, Artech Meenakshi Plaza, Thycaud, Thiruvananthapuram, Kerala - 6950104

E-Mail: statehealthagencykerala@gmail.com

Phone: 0471-4063121

34. 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.

35. 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 Thiruvananthapuram, Kerala shall have the exclusive jurisdiction over any disputes arising under, out of or in connection with this Implementation Support Contract.

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

SIGNED, SEALED and DELIVERED

For and on behalf of
State of Kerala

For and on behalf of
Third Party Administrator

Represented by
Dr. Rathan U Kelkar IAS,
Executive Director, State Health Agency, Kerala

Represented by

In the presence of:

(1)

(2)

In the presence of:

(1)

(2)