

**Draft Contract Agreement
for
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**

Tender Document Vol – II

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Abbreviations

AB PM-JAY	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana
AL	Authorization Letter (from the TPA/ISA)
BFU	Beneficiary Family Unit
BIS	Beneficiary Identification System
BPL	Below Poverty Line
CGRMS	Central Grievance Redressal Management System
CHC	Community Health Centre
CRC	Claims Review Committee
DAL	Denial of Authorization Letter
DCA	Draft Contract Agreement
DGRC	District Grievance Redressal Committee
DGNO	District Grievance Nodal Officer
EHCP	Empanelled Health Care Provider
HBP	Health Benefit Package
INR	Indian National Rupees
ISA	Implementation Support Agency
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	Notification of Award
PMAM	Pradhan Mantri Arogya Mitra
RAL	Request for Authorization Letter (from the EHCP)
RC	Risk Cover
RSBY	Rashtriya Swasthya Bima Yojana
SECC	Socio Economic Caste Census
SGRC	State Grievance Redressal Committee
SGNO	State Grievance Nodal Officer
SHA	State Health Agency
TPA	Third Party Administrators
UCN	Unique Complaint Number
UT	Union Territories

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 Meenakshi Plaza, Opp. Government Women and Child Hospital, Thycaud, Thiruvananthapuram - 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 – KASP 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 unorganised 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 and 2019-20 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 xxxxx, 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*) eligible under the AB PM-JAY – KASP for the implementation of the AB PM-JAY – KASP 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 Private 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

1.1. 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 and 2019-20 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 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 the beneficiaries would receive under AB PM-JAY – KASP and detailed in the Schedule 3 (a) of the ‘Schedules to 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.
- 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 PM-JAY – KASP. This Service Contract with TPA/ISA is however limited to claim servicing of Private 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, byelaw, 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 'Schedules to Service 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 co-ordination 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.
- 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 the 'Schedules to 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.
- 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.

1.2. Interpretation

- a. Any grammatical form of a defined term herein shall have the same meaning as that of such term.
- b. Any reference to an agreement, contract, instrument or other document (including a reference to this 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.
- 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 and 2019-20 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 and 2019-20 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. Unit of coverage under the Scheme shall be a family and each family for this Scheme shall be called an 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.
- e. 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:
 - 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 select treatment in Private empanelled hospitals, preauthorisation is required to be taken for defined cases.
- d. Except for exclusions listed in **Schedule 2**, treatment/procedures will also be allowed, in addition to the procedures listed in **Schedule 3**, of up to a limit 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 pay claims of 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. AB 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 AB 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 PM-JAY – 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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. Empanelment of Health Care Providers

- a. 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 offered. For details, refer to Schedule 5 of this document.
- b. 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.
- c. The SHA shall be responsible for empanelment and periodic renewal of empanelment of health care providers for offering services under the AB PM-JAY – KASP. The SHA may undertake this function either directly or through the selected TPA/ISA. However, the final decision regarding empanelment of hospital will rest with SHA.
- d. Under circumstances of any dispute, final decision related to empanelment of health care providers shall vest exclusively with the SHA.
- e. Detailed guidelines regarding empanelment of health care providers are provided at **Schedule 5**.

5. Agreement with Empanelled Health Care Providers

- a. Once a health care provider is found to be eligible for empanelment and if the empanelment is approved by SHA, then SHA and the selected TPA shall enter into a tripartite Provider Service Agreement with such health care provider to provide the medical treatments, surgical procedures, day care treatments (as applicable), and follow-up care for which such health care provider meets the infrastructure and personnel requirements. Format for this Agreement is provided at **Schedule 6**.
- b. The Agreement of an EHCP shall continue for a period as per duration of three years from the date of the execution of the tripartite Provider Services Agreement, unless the EHCP is de-empanelled in accordance with De-empanelment guidelines provided under Schedule 5 and its agreement terminated in accordance with its terms.
- c. The TPA agrees that neither it nor its outsourced agency will enter into any understanding with the EHCP that are in contradiction to or that deviates from or breaches the terms of the Implementation Support Contract between the SHA and the TPA or tripartite Provider Service Agreement with the EHCP.
- d. If the TPA or its outsourced agency or any of its representatives violates the provisions of **Clause 5.c.** above, it shall be deemed as a material breach and the SHA shall have the right to initiate appropriate action against the TPA or the EHCP or both.
- e. 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.

6. De-empement of Health Care Providers

- a. The SHA, shall suspend or de-empement 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.
- b. Notwithstanding a suspension or de-empement of an EHCP, the TPA/ISA shall ensure that it shall honour all Claims which are legitimately due before the effectiveness of such suspension or de-empement as if such de-empemented EHCP continues to be an EHCP.

7. Implementation Support Contract

7.1. 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.

7.2. Commencement

- a. The Cover Period for the State shall commence from the date decided and announced by the SHA.
- b. The TPA / ISA shall ensure processing of claims from Private EHCPs for the State in the Service Area covering all AB PM-JAY – KASP beneficiaries as per the Beneficiary Database.

7.3. 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 contract to the TPA.
- 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.

7.4. Payment of Fee to Third Party Administrator / Implementation Support Agency

- a. The TPA shall be paid a fee for the cases processed by TPA, which is assigned as per the tender as per pre-agreed rate.
- 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 within 15 days the decision taken by SHA.
- 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 7.4.d** shall be considered an event of default and a criminal breach of trust and shall invoke action from SHA.

7.5. Performance Security

- a. The TPA shall submit to the SHA prior to the execution of this Agreement, an irrevocable, unconditional “**Performance Security**” for a sum of Rs. 10,00,000/- (Rupees ten lakhs only) that is payable or confirmed for payment in Thiruvananthapuram, to secure the due performance of the TPA’s obligations and the discharge of the TPA’s liabilities under this Agreement, whether during or after the Term
 - 50% of the Performance Security (i.e. Rs 5 Lakh) shall be as Fixed Deposit in Kerala Treasury Savings bank account pledged to State Health Agency (SHA)
 - 50% of the Performance Security (i.e. Rs 5 Lakh) shall be in the form of Bank Guarantee to State Health Agency (SHA)

8. 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 paid as per the package cost specified in the Tender Document agreed for specified packages or as pre-authorized amount in case of unspecified packages.

9. Pre-authorisation of Procedures

- a. All procedures in **Schedule 3** that are earmarked for pre-authorization shall be subject to mandatory pre-authorization. In addition, in case of Inter-State portability, all procedures shall be subject to mandatory pre-authorization irrespective of the pre-authorization status in **Schedule 3**.
- b. The TPA shall ensure that in all cases pre-authorization request related decisions are communicated to the EHCP as per TAT mentioned in **Schedule 12**. If there is no response from the TPA within prescribed TAT of EHCP filing the pre-authorization request, the request of the EHCP shall be deemed to be automatically authorized and shall affect performance KPIs mentioned in **Schedule 12**.
- c. In case the ailment is not covered or the medical data provided is not sufficient for the medical team of the authorization department to confirm the eligibility, the TPA can deny the authorization or seek further clarification/ information.
- d. The TPA needs to file a report (monthly) to the SHA explaining reasons for denial of every such pre-authorization request.
- e. In case the balance sum available is less than the specified amount for the Package, the EHCP should follow its norms of deposit/running bills etc. However, the EHCP shall only charge the balance amount against the package from the AB PM-JAY – KASP beneficiary. The TPA / ISA upon receipt of the bills and documents would approve for payment the eligible amount.
- f. In cases where the AB PM-JAY – KASP beneficiary is admitted in the EHCP during the current contract period but is discharged after the end of the contract period, the claim has to be processed by the TPA which was operating during the period in which the AB PM-JAY – KASP beneficiary pre-authorization was approved or taken.
- g. The TPA shall ensure adherence to guidelines issued and updated from time to time by NHA / SHA, regarding Claims Adjudication.

10. 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. 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.
- c. Detailed guidelines of portability are provided at **Schedule 9**

11. Claims Management

- a. All EHCPs shall be obliged to submit their claims in TMS at the earliest but not later than 15 days of discharge.
- b. The TPA / ISA shall be responsible for processing the claim at the earliest but not beyond **10 days of submission of claim in TMS**.
- c. Guidelines for submission of claims, claims processing, handling of claim queries, dealing with fraudulent claims & all other related details are furnished in **Schedule 8**.

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

12.1. 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.

12.2. Organizational Set up and Functions

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 Contract.

The minimum required manpower as listed in Schedule 15 should be met by the TPA.

13. 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.

TPA should also ensure all the staff has undergone the claim adjudication training that is organised by NHA from time to time. TPA should also train its staff on the inputs provided by SHA from time to time.

The TPA / ISA shall also assist SHA, if needed, to train Ayushman Mitras.

14. 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. Process legitimate and due claims of the EHCPs within the allocated timeframe.
- b. Participate in and coordinate timely redressal of grievances in close coordination with the concerned Grievance Redressal Committee.
- c. Comply with the orders of the concerned Grievance Redressal Committee should an order be issued against the TPA/ISA itself.
- d. Abide by the terms and conditions of the Implementation Support Contract throughout the tenure of the Contract.
- e. Ensure provision of services in absence of internet connectivity.

15. Monitoring and Verification

15.1. 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.
- b. Monitoring shall include but not be limited to:
 - i. Overall performance and conduct of the TPA / ISA.
 - ii. Claims processing .
 - iii. Grievance redressal process.
 - iv. Any other aspect / activity of the TPA/ISA related to the implementation of the Scheme.

15.2. Monitoring Activities to be undertaken by the Third-Party Administrator / Implementation Support Agency

15.2.1 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 EHCPs.
- d. Ensure fulfilment of obligations as per the agreed Key Performance Indicators (KPIs).

15.2.2 Desk Medical Audit

- a. As part of the audit of the claims, the TPA shall conduct mandatory desk audits of claims processed by its CPD team.
- b. 5% of all approved claims and 100% of death claims has to be audited.
- c. All cases assigned for Desk Audit by the SHA also have to be desk audited by the TPA

15.2.3 Hospital Audit

- a. The TPA shall conduct hospital audit as per KPI listed in **Schedule 12**.
- 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**.

15.2.4 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. Evidence of patient history and current illness.
 - ii. Operation report (if surgery is done).
 - iii. Patient progress notes from admission to discharge.
 - iv. Pathology and radiology reports.
 - v. Completeness of the medical records file.

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

Methodology

- a. The Third Party Administrator / Implementation Support Agency shall conduct the medical audit through on-site visits as part of the Hospital Audit visit at the concerned EHCPs for inspection of records, discussions with the nursing and medical staff.
- b. 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.
- c. The medical audit will include a review of medical records in the format specified in **Schedule 10**.

15.2.5 Personnel for Audit

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.

15.3. Monitoring Activities to be undertaken by the State Health Agency

15.3.1 Audits by the State Health Agency

- 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 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 15.3.1.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.

15.3.2 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.

15.3.3 Performance Review and Monitoring Meetings

- a. The SHA shall organize fortnightly meetings for the first three months and monthly review meetings thereafter with the 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 may have the following items:
 - Review of action taken from the previous review meeting.
 - 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.
 - KPI Results review – with discussions on variance from prescribed threshold limits, if any.
 - Contracts management issue(s), if any.
 - Risk review, fraud alerts, action taken of fraud alerts.
 - Any other item.
 - All meetings shall be documented and minutes shared with all concerned parties.
- c. 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.

15.4. 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.

15.5. Measuring Performance

- a. Performance shall be measured as per timeline and thresholds provided in Schedule 12 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 30 days of receipt of such notice.
- d. Penalty Notice shall be shared with the ISA in each quarter and calculation of penalties shall be as detailed in Schedule 12
- e. If the TPA wishes to contest the penalty levied by the SHA, it may represent to the SHA along with the necessary documentary proof within 7 working days of the receipt of the notice
- f. SHA may examine the evidence and facts and arrive at final penalty amount / decision and shall convey the same to TPA within 15 working days.
- g. In the event of delay due to IT system downtime, KPI penalties shall not be applicable. Such delay / downtime should be communicated to SHA and concurrence taken. Issues raised at the time of fee processing will not be accepted.
- h. 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. 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).
- i. At the end of the rectification period, the TPA/ISA shall submit an Action Taken Report with evidence of rectifications done to the SHA.
- j. If the SHA is not satisfied with the Action Taken Report, it shall call for a follow up meeting with the 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.

16. 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. 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.
- e. 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.
- f. The SHA shall take all such decision within the provisions of the Implementation Support Contract and be founded on the Principles of Natural Justice.
- g. 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**.

17. 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.	Hospital Audit Reports	For each audit	Within 72 hours of completing the audit
ii.	Hospital Audit Summary Reports	Monthly	By 5 th of the subsequent month
iii.	Claims / Utilization Summary Reports	Weekly	By Tuesday of the subsequent week
iv.	Report for grievances/ complaints and resolutions	Weekly	Within 5 th day of the month following the end of the month
v.	Overall Scheme Progress Reports	Quarterly	Within 10 th day of the month following the end of the quarter

- b. All reports shall be uploaded by the TPA online on the NHA / SHA / TPA web portal. Until a time such portal is available, TPA shall submit the reports through email or in-person as applicable.

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

18.1. 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:
- b. Performance against KPI is not being adhered as specified in **Schedule 12** for two consecutive quarters.
- c. Intentional or unintentional act of undisputedly proven fraud committed by the TPA/ISA or its employee or representative.
- d. 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:
 - e. 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.
 - f. 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.
 - g. 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**;
 - h. **Any representation** made or warranties given by the TPA/ISA under the Implementation Support Contract is found to be **false or misleading**;
 - i. 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;
 - j. The TPA/ISA has been adjudged as bankrupt or become insolvent:
 - k. 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;
 - l. The TPA/ISA has abandoned the Project Office(s) of the AB PM-JAY-KASP and is non-contactable.

18.2. Penalties

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

19. 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 16**.

20. Renewal of the Implementation Support Contract

- a. The term of this TPA 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 Contract renewal based on the parameters specified in **Section 7.3** 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.

21. Termination of the Implementation Support Contract and Consequences

21.1. 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. If at any time any payment, assessment, charge, lien, penalty or damage herein specified to be paid by the TPA to the SHA, or any part thereof, shall be in arrears and unpaid within 60 days of receipt of a written notice from the SHA requesting payment thereof; or
 - iv. the TPA 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
 - v. any representation, warranty or undertaking given by the TPA proves to be incorrect in a material respect or is breached; or
 - vi. The TPA has successively infringed the terms and conditions of the Implementation Support Contract and/or has failed to rectify the same even after the expiry of the notice period for rectification of such infringement then it would amount to material breach of the terms of the Implementation Support Contract by the ISA; or
 - vii. The TPA 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; or
 - viii. The TPA engaging or knowingly has allowed any of its employees, agents, tenants, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to the Implementation Support Contract; or
 - ix. The TPA has been adjudged as bankrupt or become insolvent; or
 - x. Any petition for winding up of the TPA has been admitted and liquidator or provisional liquidator has been appointed or the TPA 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 under the Implementation Support Contract; or

- xi. The TPA has abandoned the Project Office(s) of the AB PM-JAY – KASP and is non-contactable for two weeks over phone and email; or
 - xii. Performance against KPI is below the threshold specified in Schedule 12, including pertaining to SPD trigger; or
 - xiii. Intentional or unintentional act of undisputedly proven fraud committed by the TPA; or
 - xiv. the TPA/ISA amends or modifies or seeks to amend or modify the Fees or the terms and conditions for any renewal Period.
- c. Upon the occurrence of an TPA Event of Default, the State Health Agency may, without prejudice to any other right it may have under this Implementation Support Contract, in law or at equity, issue a notice of its intention to terminate this Implementation Support Contract to the ISA (**Preliminary Termination Notice**).
 - d. If the TPA fails to remedy or rectify the Event of Default stated in the Preliminary Termination Notice within 30 days of receipt of the Preliminary Termination Notice, the State Health Agency will be entitled to terminate this Implementation Support Contract by issuing a final termination notice (**Final Termination Notice**)
 - e. Premature termination of Implementation Support Contract shall give the following rights to the SHA:
Quantify pending dues of the Third-Party Administrator to the SHA and pending claims of the EHCP and ensure recovery from the TPA.

21.2. 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.
- 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.

21.3. 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.

21.4. Consequences of Termination

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

- a. Continue to be liable for servicing all Claims made by the Empanelled Health Care Providers on or before the Termination Date, including:
- b. all claims blocked for treatment of the Beneficiaries before the Termination Date, where the Beneficiaries were discharged after the Termination Date; and
- c. 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.

21.5. 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;

22. Force Majeure

22.1. 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 22.1 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 22.1; 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 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 22.1; 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 the act, omission or default would have come within the definition of Force Majeure Event under Clause 22.1 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 22.1; 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.

22.2. Limitation on the Definition of Force Majeure Event

Any event that would otherwise constitute a Force Majeure Event pursuant to Clause 22.1 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.

22.3. 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 22.3 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 19.

- e. Subject to the Affected Party having complied with its obligations under Clause 22.3, 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.

22.4. 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.

22.5. 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.

22.6. 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.

23. Assignment

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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: Executive Director, State Health Agency,
8th Floor, Artech Meenakshi Plaza,
Oppo. Govt Women & Child Hospital,
Thycaud, Thiruvananthapuram – 695 014, Kerala

E-Mail: statehealthagencykerala@gmail.com

Phone: 0471-4063121

31. 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.

32. 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 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

Represented by

In the presence of:

In the presence of:

(1)

(1)

(2)

(2)