

**Contract Agreement
for
Selection of Implementation Support Agency for the
implementation of
Mizoram Universal HealthCare Scheme (MUHCS)**

In the State of Mizoram

2025

Implementation Support Contract

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Abbreviations

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| AL | Authorisation Letter (from the ISA) |
| BIS | Beneficiary Identification System |
| RC | Risk Cover |
| CHC | Community Health Centre |
| CRC | Claims Review Committee |
| DAL | Denial of Authorisation Letter |
| DGRC | District Grievance Redressal Committee |
| DGNO | District Grievance Nodal Officer |
| EHCP | Empanelled Health Care Provider |
| GRC | Grievance Redressal Committee |
| IRDAI | Insurance Regulatory Development Authority of India |
| MoHFW | Ministry of Health & Family Welfare, Government of India |
| MUHCS | Mizoram Universal HealthCare Scheme |
| NHA | National Health Authority |
| NOA | Notice of Award |
| RAL | Request for Authorisation Letter (from the EHCP) |
| SECC | Socio Economic Caste Census |
| SHA | Mizoram State Health Care Society |

Recitals
Implementation Support Contract
for the implementation of
Mizoram Universal HealthCare Scheme (MUHCS)

This Agreement for the implementation of MUHCS for providing the MUHCS Cover (the **Implementation Support Contract**) is made at _____ on _____:

BETWEEN

Governor of Mizoram, represented by the **Chief Executive Officer, Mizoram State Health Care Society -cum State Health Agency**, having his principal office at **Dinthar, Aizawl, Mizoram** (hereinafter referred to as the **MSHCS** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), represented through _____;

AND

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

The MSHCS and the ISA shall collectively be referred to as the **Parties** and individually as the **Party**.

WHEREAS

- A. The "MIZORAM UNIVERSAL HEALTHCARE SCHEME" (the MUHCS-PM-JAY), a Government of India scheme, requires to provide health protection cover to the extent of unlimited coverage for Government servant beneficiaries, upto ₹10,00,000 for Government Pensioners and ₹ 5,00,000 per annum on a family floater and cashless basis through an established network of health care providers to the MUHCS Beneficiary Family Units (defined below).
- B. The State Government of Mizoram has decided to implement the MUHCS to provide health protection to defined categories of families that are eligible for the scheme in the State. The district-wise details regarding the beneficiary families are as under:

| Name of SCHEME | No. of MUHCS Beneficiary Family Units eligible for cover under the Scheme |
|--|--|
| AB PM-JAY | 2,16,584 |
| Government Servant | 36,324 families |
| Civil Pensioners | 36,753 families |
| Other Contributory Beneficiaries (Voluntary) | X (Variable) families |
| GRAND TOTAL | 2,89,661 + X families |

Notes:

1. The Bid amount (₹) or Annual fees per family calculated below should be up to two decimal points.
2. The total amount to be paid by MSHCS to the ISA without any additional beneficiaries shall be calculated as shown below

$$\text{Annual Fees 1} = (\text{AB} + \text{GS} + \text{CP} + \text{C}) * \text{BA}$$

AB = Total AB PM-JAY families

GS = Total Government Servant families

CP = Total Civil Pensioner families

C = Total Contributory Beneficiary families

BA = Bid Amount per family per annum

3. MUHCS Contributory Beneficiaries are variables and not included in total MUHCS beneficiary Family Units. The annual fees of any additional beneficiary units added under the scheme will be calculated based on the month of their entry to the scheme

$$\text{Annual fees 2} = (\text{BA} / 12) \times \text{ML}$$

BA = Bid Amount per family per annum

ML = Total Months left within the year since beneficiary is added under MUHCS

4. The total amount to be paid by MSHCS to the ISA annually will be calculated as

$$\text{Total Annual Fees} = \text{Annual Fees 1} + \text{Annual Fees 2}$$

- C. The objective of MUHCS is to reduce catastrophic out of pocket health expenditure, improve access to quality health care, and reduce unmet needs of poor and vulnerable families falling under the Socio-Economic Caste Census (SECC) database of the State along with the estimated existing enrolled Rastriya Swasthya Bima Yojana (RSBY) Beneficiary Families not figuring in the SECC Database, the beneficiaries under the National Food Security Act (NFSA) as well as the State scheme beneficiaries who are bona fide residents of the state and the Government employees and Govt. Pensioners along with their dependents. These eligible MUHCS beneficiary families will be provided coverage for secondary, tertiary and selected day care procedures (as applicable) for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers (EHCP) or as specified under the MUHCS guidelines released by MSHCS from time to time.
- D. On _____ the Mizoram State Health Care Society commenced a bidding process by issuing tender documents (the **Tender Documents**), inviting Third Party Administrators to submit their bids for supporting the implementation of the MUHCS. Pursuant to the Tender Documents, the bidders submitted their bids on (insert date) for the implementation of the MUHCS.
- E. Following a process of evaluation of financial bids submitted by bidders, the Mizoram State Health Care Society accepted the Bid of the Implementing Support Agency (ISA) for the support for implementation of the MUHCS. The MSHCS issued a notification of award dated _____ (the **NOA**) and requested the ISA to execute this Implementation Support Contract. The ISA accepted the NOA on (Insert date).
- F. The ISA represents and warrants that it has the experience, capability and know-how required for carrying out the support services and has agreed to provide support for health protection services and provision of the Benefit Cover (defined below) to the Beneficiary Family Units (defined below) eligible under the MUHCS for supporting the implementation of MUHCS in all the districts in the State of Mizoram.

- G. Subject to the terms, conditions and exclusions set out in this Implementation Support Contract based on the Tender Conditions and Policy, the ISA undertakes that during a Policy Cover Period of such Policy the ISA will provide the following support services to any Beneficiary (defined below) covered by such Policy or Mizoram State Health Care Society or other defined stakeholders:
- (i) Processing of pre-authorization requests related to the hospitalisation services as per defined packages from the empanelled health care providers (EHCPs). Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, within 6 hours of receiving the preauthorization requests from the EHCP.
 - (ii) Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the Mizoram State Health Care Society within 10 days of receipt of complete claim so as to ensure payment within 15 days of receipt of the bills from the EHCP.
 - (iii) Fraud detection and control including providing a team with adequate manpower to analyse data for analysing patterns, frauds and support the MSHCS in taking actions against the fraudulent acts of EHCPs and other related involved parties.
 - (iv) Provide adequate and competent manpower as per Schedule 7

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretations

1.1 Definitions

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

- a. **MUHCS** shall refer to Mizoram Universal HealthCare Scheme (MUHCS) , a scheme managed and administered by the Government of Mizoram through Mizoram State Health Care society with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and selected day care 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. **MUHCS Beneficiary Database** refers to all MUHCS Beneficiary Family Units, State Scheme Beneficiary Family Units and Government Medical Reimbursement Family Units (as and when applicable). The three schemes combined, will cater to all bona fide residents within the state of Mizoram.
- c. **MUHCS Guidelines** mean the guidelines issued by Government of Mizoram from time to time for the implementation of the MUHCS, to the extent modified by the Tender Documents pursuant to which the Implementation Support Contract has been entered into; provided that Government of Mizoram and/or the Mizoram State Health Care Society (MSHCS) may, from time to time, amend or modify the MUHCS Guidelines or issue new MUHCS Guidelines, which shall then be applicable to the ISA. This includes all the guidelines issued by Government of Mizoram and/or MSHCS for the implementation of MUHCS.
- d. **Annexure** means an annexure to this Implementation Support Contract
- e. **Appellate Authority** shall mean the authority designated by the Mizoram State Government or Mizoram State Health Care Society which has the powers to accept and adjudicate on appeals by the aggrieved party against the decisions of any Grievance Redressal Committee set up pursuant to the Implementation Support Contract between the Mizoram State Health Care Society and the ISA.
- f. **Beneficiary** means a member of the MUHCS Beneficiary Family Units who is eligible to avail benefits under the Mizoram Universal HealthCare Scheme.
- g. **Beneficiary Family Unit** refers to those households (also referred to as families for the purpose of MUHCS) including all its members figuring in the Socio-Economic Caste Census (SECC) 2011 database under the deprivation criteria of D1, D2, D3, D4, D5 and D7, the RSBY (2018) beneficiaries and the National Food Security Act (NFSA) beneficiaries who are currently in the NHA PMJAY database under the Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana, the Government Servant Medical Reimbursement beneficiaries and Civil Pensioners as well as the State scheme which extends all the remaining families who are not eligible under the previous 3 schemes mentioned (As specified in MUHCS Guidelines and Beneficiary Registration Guidelines).

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

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

- ad. **Medical Treatment** means any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, but that is not a Surgical Procedure. Medical Treatments include but not limited to: bacterial meningitis, bronchitis-bacterial/viral, chicken pox, dengue fever, diphtheria, dysentery, epilepsy, filariasis, food poisoning, hepatitis, malaria, measles, meningitis, plague, pneumonia, septicaemia, tuberculosis (extra pulmonary, pulmonary etc.), tetanus, typhoid, viral fever, urinary tract infection, lower respiratory tract infection and other such diseases requiring Hospitalization, as per HBPs detailed in Schedule 3 (a) of Insurance Contract.
- ae. **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 MUHCS. It will also foster co-ordination and convergence with other similar schemes being implemented by the Government of India and State Governments.
- af. **Package Rate** means the fixed maximum charges for a Medical Treatment or Surgical Procedure or for any Follow-up Care that will be paid by the ISA under Cover, which shall be determined in accordance with the rates provided in this Contract.
- ag. **Party** means either the ISA or the Mizoram State Health Care Society and **Parties** means both the ISA and the Mizoram State Health Care Society.
- ah. **Policy Cover Period** shall mean the standard period of 12 calendar months from the date of start of the Policy Cover or lesser period as per Contract entered between MSHCS and ISA, unless cancelled earlier in accordance with this ISA Contract.
- ai. **Fee** means the aggregate sum agreed by the Parties as the annual charges to be paid by the Mizoram State Health Care Society to the ISA for each Beneficiary Family Unit that is eligible for the scheme, as consideration for providing support services for the Cover to such Beneficiary Family Unit under this Implementation Support Contract.
- aj. **Risk Cover** shall mean an annual risk cover of Rs. 5,00,000/- (Rupees five lakhs only) on family floater basis while no cap is imposed on Government Servant Medical Reimbursement, 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 ISA Contract, through a network of Empanelled Health Care Providers (EHCP) for the MUHCS Beneficiary Family Units validated by the State Government or the designated Mizoram State Health Care Society (MSHCS).
- ak. **Schedule** means a schedule of this ISA Contract.
- al. **Scheme** shall mean the Mizoram Universal HealthCare Scheme managed and administered by MSHCS under, Government of Mizoram.
- am. **Selected Bidder** shall mean the successful bidder which has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the Implementation Support Contract with the State Government.
- an. **Service Area** refers to the entire State of Mizoram covered and included under this Contract for the implementation of MUHCS.

- ao. **Mizoram State Health Care Society (MSHCS)** refers to the agency/ body set up by the Department of Health and Family Welfare, Government of Mizoram for the purpose of coordinating and implementing the Mizoram Universal HealthCare in the State of Mizoram.
- ap. **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 Implementation Support Contract for this Scheme.
- aq. **Sum Insured** in respect of each Beneficiary Family Unit enrolled under a Policy, means at any time, the ISA's maximum liability for any and all Claims made on behalf of such Beneficiary Family Unit during the Policy Cover Period against the Risk Cover.
- ar. **State Government** refers to the duly elected Government in the State of Mizoram.
- as. **Tender Documents** refers to this Tender Document including Volume I "Instruction to Bidders", Volume II "About MUHCS" and Volume III "Implementation Support Contract to be signed by the ISA" including all amendments, modifications issued by the MSHCS in writing pursuant to the release of the Tender Document.
- at. **Turn-around Time (TAT)** means prescribed time to conduct various activities as per Schedule 6 of ISA contract
- au. **Material Breach means breach of any term and condition as enlisted in this contract caused due to any act and/or omission by the ISA's willful misconduct and/or negligence.**

1.2 Interpretation

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

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

1. Name and Objective of the Scheme

1.1 Name of the Scheme

The name of the Scheme shall be ‘MIZORAM UNIVERSAL HEALTHCARE SCHEME’, hereinafter referred to as the “MUHCS” or the “Scheme”.

1.2 Objectives of the Scheme

The objective of MUHCS is to reduce catastrophic health expenditure, improve access to quality health care, reduce unmet needs and reduce out of pocket healthcare expenditures of all bona fide residents within the state of Mizoram. These eligible MUHCS 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. MUHCS Beneficiaries and Beneficiary Family Unit

The MUHCS Beneficiaries and family unit will be as per updated in the MUHCS Guidelines from time to time.

3. Risk Covers and Sum Insured

3.1 Risk Cover and Sum Insured

The Risk Cover and Sum Insured under MUHCS will be as updated in the MUHCS Guidelines by the State Government or as stated below. The MUHCS Guidelines will be prevalent or supercede the following in case of conflict.

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

- a) **Risk Cover (RC)** will include hospitalization / treatment expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment and also including defined day care procedures (as applicable) and follow up care along with cost for pre and post-hospitalisation treatment as defined.
- b) As on the date of commencement of the Policy Cover Period, the MUHCS Sum Insured in respect of the Risk Cover for each MUHCS Beneficiary Family Unit shall be **Rs. 5,00,000 (Rupees Five Lakhs Only)** per family per annum on family floater basis with the exception of Govt Pensioners covered up to **Rs. 10,00,000 (Rupees Ten Lakhs Only)** and Govt. Medical Reimbursement where no cap is imposed on them. This shall be called the **Sum Insured**, which shall be fixed irrespective of the size of the MUHCS Beneficiary Family Unit.
- c) The ISA shall ensure that the Scheme’s Risk Cover shall be provided to each MUHCS Beneficiary Family Unit on a family floater basis covering all the members of the MUHCS Beneficiary Family Unit including Senior Citizens, i.e., the Sum Insured shall be available to any or all members of such Beneficiary Family Unit for one or more Claims during each

Policy Cover Period. New family members may be added after due approval process as defined by the Government.

- d) Pre-existing conditions/diseases are to be covered from the first day of the start of policy, subject to the exclusions given in **Schedule 2**.
- e) Coverage of health services related to surgical nature for defined procedures shall also be provided on a day care basis. The ISA shall provide coverage for the defined day care treatments, procedures and medical treatments as given in **Schedule 3**.
- f) Pre-Hospitalisation expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the patient in the same hospital for the same ailment/surgery.

3.2 Benefit Package: MUHCS Cover

As updated under MUHCS Guidelines from time to time.

3.3 Benefits Available only through Empanelled Health Care Providers

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

The State Government may also change policy and update the MUHCS guidelines upon which, the said guidelines shall prevail.

4. Identification of MUHCS Beneficiary Family Units

As updated in MUHCS guidelines from time to time.

5. Term and Performance Bank Guarantee

5.1 Term

5.1.1 Term of the Implementation Support Contract with the ISA

- a. This ISA Contract shall be for a period of maximum 3 (three) years with starting date 01.04.2025 (1st of April, 2025).
- b. Though the Contract period is for 3 (three) years, it is to be reviewed for renewal after every 12 months from start date of the policy with reference to the performance criteria laid out in Schedule 6.

- c. However, notwithstanding provisions under clause 5.1.b, renewal of ISA Contract shall be mutually agreed between both the parties.

5.1.2 Start of Policy

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

5.1.3 Commencement of Cover Period in State

- a The first Cover Period for a State shall commence from the date decided and announced by the MSHCS.
- b The ISA agrees to ensure servicing of policies for the State in the Service Area covering all MUHCS beneficiaries as per the MUHCS Beneficiary Database.
- c Upon renewal of the implementation support contract for a State in accordance with Section 5.1, the renewal Period for such State or State cluster shall commence from 0000 hours of the day, following the day on which the immediately preceding Policy Cover Period expires

6. Fee and Fee Payment

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

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

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

6.3 The ISA agrees to ensure that neither it nor any of its employee or representative charge any other fee from any beneficiary, beneficiary family unit, EHCP, or any other functionary associated with MUHCS in the state for MUHCS related activities, unless otherwise specifically permitted by MSHCS.

6.4 The violation of clause 6.3 shall be considered as a fraudulent act, an event of default and a criminal breach of trust and shall invoke action from MSHCS under the provisions of the Anti-Fraud Guidelines issued by the MSHCS and the provisions of this Contract

6.5 Taxes

The ISA shall protect, indemnify and hold harmless the Mizoram State Health Care Society, from any and all claims or liability to:

- a. pay any statutory levies or taxes assessed or levied by any competent tax authority on the ISA or on the Mizoram State Health Care Society for or on account of any act or omission on the part of ISA; or
- b. on account of the ISA's failure to file tax returns as required by applicable Laws or comply with reporting or filing requirements under applicable Laws relating to Goods and Service Tax Laws; or
- c. arising directly or indirectly from or incurred by reason of any misrepresentation by or on behalf of the ISA to any competent tax authority in respect of the service tax.

6.6 Fee All Inclusive

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

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

7. Cashless Access of Services

As stated in the MUHCS Guidelines which may be updated by the State Government from time to time.

8. Pre-authorisation of Procedures

As stated in the MUHCS Claim Management & Adjudication Guidelines which may be updated by the State Government from time to time.

9. Portability of Benefits

As stated in the MUHCS Claim Management & Adjudication Guidelines Guidelines which may be updated by the State Government from time to time.

10.Claims Adjudication

As stated in the MUHCS Claim Management & Adjudication Guidelines which may be updated by the State Government from time to time.

11.No Duty of Disclosure

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

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

- c. The ISA represents, warrants and undertakes that it has completed its own due diligence and is relying on its own judgment in assessing the risks and responsibilities that it will be undertaking by entering into this Implementation Support Contract and in providing the Covers to the enrolled Beneficiary Family Units and in assessing the adequacy of the Fee for providing the Covers for the Beneficiary Family Units.
- d. Based on the acknowledgements of the ISA in this clause, the ISA:
 - (i) acknowledges and confirms that the Mizoram State Health Care Society has made no and will make no material disclosures to the ISA;
 - (ii) acknowledges and confirms that the Mizoram State Health Care Society shall not be liable to the ISA for any misrepresentation or untrue, misleading, incomplete or inaccurate statements made by the Mizoram State Health Care Society or any of its agents, officers, employees or advisors at any time, whether made wilfully, negligently, fraudulently or in good faith; and
 - (iii) hereby releases and waives all rights or entitlements that it has or may have to:

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

12. Fraud Control and Management

As stated in the MUHCS Anti- Fraud Guidelines which may be updated by the State Government from time to time.

13. Representations and warranties of the ISA

13.1 Representations and Warranties;

The ISA represents, warrants and undertakes that;

- a. The ISA has the full power, capacity and authority to execute, deliver and perform this Implementation Support Contract and it has taken all necessary actions (corporate, statutory or otherwise), to execute, deliver and perform its obligations under this Implementation Support Contract and that it is fully empowered to enter into and execute this Implementation Support Contract, as well as perform all its obligations hereunder.
- b. Neither the execution of this Implementation Support Contract nor compliance with its terms will be in conflict with or result in the breach of or constitute a default or require any consent under:
 - (i) any provision of any agreement or other instrument to which the ISA is a party or by which it is bound;
 - (ii) any judgment, injunction, order, decree or award which is binding upon the ISA; and/or
 - (iii) the ISA’s Memorandum and Articles of Association or its other constituent documents.
- c. The ISA is duly registered with the IRDAI, has duly obtained renewal of its registration from the IRDAI and to the best of its knowledge, will not have its registration revoked or suspended for any reason whatsoever during the Term of this Implementation Support Contract. The ISA undertakes that it shall continue to keep its registration with the IRDAI valid and effective throughout the Term of this Implementation Support Contract.
- d. The ISA has conducted the claims processing and settlement business in India for at least 3 financial years prior to the submission of its Bid and shall continue to be an ISA that is permitted under Law to carry on the business throughout the Term of this Implementation Support Contract.

- e. In the financial year prior to the submission of its Bid, the ISA has maintained its solvency ratio in full compliance with the requirements of the IRDAI Solvency Regulations and the ISA undertakes that it shall continue to maintain its solvency ratio in full compliance with the IRDAI Solvency Regulations throughout the Term of this Implementation Support Contract.
- f. The ISA has complied with and shall continue to comply with all Laws, including but not limited to the rules or regulations issued by the IRDAI in connection with the conduct of its business and the MUHCS Guidelines issued by the Mizoram State Health Care Society from time to time.
- g. The ISA has quoted the Fees and accepted the terms and conditions of this Implementation Support Contract. The ISA will not later deny any obligation on the grounds that: (x) the Fee is found financially unviable; or (y) the assumptions taken by the ISA with its Bid have been:
- h. Without prejudice to above, the ISA is and shall continue to be capable of meeting its liabilities to servicing the Covers being provided by MSHCS under this Implementation Support Contract and has and shall continue to have sufficient infrastructure, trained manpower and resources to perform its obligations under this Implementation Support Contract.
- i. The ISA has at no time, whether prior to or at the time of submission of its Bid and at the time of execution of this Contract, been black-listed or been declared as ineligible from participating in government sponsored schemes (including the MUHCS) by the IRDAI.
- j. After the issuance of each Policy, the ISA shall not withdraw or modify the Fee or the terms and conditions of the Covers provided to the Beneficiaries during the Term of this Implementation Support Contract.
- k. The ISA abides and shall continue to abide by the Health Insurance Regulations and the code of conduct prescribed by the IRDA or any other governmental or regulatory body with jurisdiction over it, from time to time.

13.2 Continuity and Repetition of Representations and Warranties:

The ISA agrees that each of the representations and warranties set out in **Clause 13.1** are continuing and shall be deemed to repeat for each day of the Term.

13.3 Information regarding Breach of Representations and Warranties:

The ISA represents, warrants and undertakes that it shall promptly, and in any event within 15 days, inform the Mizoram State Health Care Society in writing of the occurrence of a breach or of obtaining knowledge of a potential breach of any of the representations and warranties made by it in **Clause 13.1** at any time during the continuance of the Term.

14. Project Office and Manpower

14.1 Project Office at the State Level

The ISA shall establish a Project Office at a convenient place at Aizawl, Mizoram for coordination with the MSHCS on a regular basis within timeline provided under Schedule 6.

14.2 Organizational Set up and Functions

- a. In addition to the support staff for other duties, the ISA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the MUHCS and for the performance of its obligations and discharge of its liabilities under the ISA Contract. Minimum manpower requirement to be provided by ISA is provided under Schedule 7. The ISA acknowledges that the manpower mentioned in Schedule 7 is merely indicative of minimum manpower requirements, and would make appropriate arrangements for the successful implementation of the scheme
- b. In addition to the personnel mentioned in Schedule 7, the ISA shall recruit or employ experienced and qualified personnel including but not limited to following roles within its organisation exclusively for the purpose of the implementation of the Scheme;
 - i To undertake Information Technology related functions which will include but not limited to, collating and sharing claims related data with the MSHCS and running of the website, if any other than central web-portal, at the State level and updating data at regular intervals on the website. The website shall have information on MUHCS in the local language and English with functionality for claims settlement and account information access for the MUHCS Beneficiaries and the EHCP.
 - ii To coordinate the ISA's State level obligations with the State level administration of the MSHCS.
 - iii To undertake the Management Information System (MIS) functions, which include collating and reporting of data as and when required by MSHCS.
 - iv To generate reports in formats prescribed by the MSHCS from time to time or as specified in the Scheme Guidelines, at monthly intervals.
 - v To undertake the Pre-authorisation functions under MUHCS.
 - vi To undertake paperless claims settlement for the Empanelled Health Care Providers with electronic clearing facility, including the provision of necessary Medical Practitioners to undertake investigation of claims made.
 - vii To undertake internal monitoring and control functions including fraud detection along with providing a team with adequate manpower to analyse data for analyzing patterns, frauds and taking actions against the hospitals.
 - viii To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like MUHCS beneficiaries, the EHCPs etc., analysing the feedback data and recommending appropriate actions.
- c. Provided, however, that the ISA shall not outsource any roles or functions that are its core functions as a health ISA or that the ISA is prohibited from outsourcing under the Insurance Laws, including but not limited to: undertaking pre-authorisation (other than in accordance with the Health Insurance Regulations), undertaking Claims Payments (other than in accordance with the Health Insurance Regulations).

- d. The ISA shall provide a list of all appointments and replacement of such personnel to the MSHCS within 30 days of all such appointments and replacements. For each replacement in SPO, the new appointee shall join for a minimum of 5 working days before termination of previous contract to ensure full handover for minimum working requirement.

The ISA shall ensure that its employees coordinate and consult with the MSHCS's corresponding personnel for the successful implementation of MUHCS and the due performance of the ISA's obligations and discharge of the ISA's liabilities under the Implementation Support Contract and the Policies issued hereunder.

- e. The ISA shall complete the recruitment of such employees within 30 days of the signing of the Implementation Support Contract and in any event, prior to commencement of the Policy Cover Period.

14.3 MINIMUM MANPOWER REQUIREMENTS AND NON-COMPLIANCE:

The ISA shall ensure that it shall at all times during the Tenure of the Contract, maintain at a minimum, the following number of Personnel having, at a minimum, the prescribed qualifications and experience:

(Instruction to the state: State shall update this schedule as required)

| SN | Designation | Number | Location | Minimum Qualification and experience | Brief Roles and Responsibilities |
|----|-------------------------------|---------------------------|----------|---|---|
| 1 | State Project Manager | 1 | SPO | <ul style="list-style-type: none"> Desirably having experience in Health Insurance sector for a minimum of 3 years Desirably having an experience in financial management and analysis. | <ul style="list-style-type: none"> Overall coordinator of ICs operations in the state Single contact point for MSHCS for any coordination purpose |
| 2 | State Medical Officer/Manager | 1 | SPO | <ul style="list-style-type: none"> At least MBBS from recognised university Experience in Health insurance claims management for a minimum of 2 years | <ul style="list-style-type: none"> Overall supervision and guidance to be provided to CPDs and PPDs |
| 3 | PPD | 100-120 Pre-authorization | NA | <ul style="list-style-type: none"> At least MBBS from recognised university | <ul style="list-style-type: none"> Approve/assign/reject pre-auth request |

| | | | | | |
|---|------------------|----------------------------------|-------------------|---|--|
| | | request per day per person | | | <ul style="list-style-type: none"> • Raise query/send for clarification to hosp. • Trigger investigation |
| 4 | CPD | 70-100 claims per person per day | At least 2 in SPO | <ul style="list-style-type: none"> • At least MBBS from recognised university • Desirably having experience in Health insurance claims management for a minimum of 1 year | <ul style="list-style-type: none"> • Verification of technical information eg. Diagnosis, clinical treatment, notes, evidences, etc. • Approve/assign/r eject a claim • Raise query/as for clarification • Trigger investigation |
| 5 | Office Assistant | As required | SPO | <ul style="list-style-type: none"> • Any Graduate • Working knowledge with English and Mizo • Working knowledge and proficiency in microsoft office. | <ul style="list-style-type: none"> • Consolidate and provide reports to MSHCS as required • Multitasking staff to be utilised as required. |

14.4 Penalties:

- a. If the ISA fails to maintain the minimum manpower/personnel requirements as specified in Schedule 7.

15.Obligations of the Implementation Support Agency:

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

- a Processing of pre-authorization requests related to the scheme from the empanelled hospitals. Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, as per TAT provided in Schedule 6 or as updated in the MUHCS Guidelines from time to time.
- b Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the Mizoram State Health Care Society within 10 days of receipt of

complete claim so as to ensure payment within 30 days of receipt of the bills from the network hospitals.

- c Fraud detection and control including providing a team with adequate manpower to undertake spot checks, investigations, analyse data for analyzing patterns, frauds and taking actions against the hospitals to prevent and detect fraud including but not limited to preventing beneficiary fraud and ensuring that no fraudulent claim is processed for payment.
- d Set up a fully operational Project office at State Capital within TAT mentioned in Schedule 6.
- e Provide staff as detailed in Schedule 7
- f Conduct audits on suspicious cases encountered during claim processing.
- g To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like MUHCS beneficiaries, the EHCPs etc., analysing the feedback data and recommending appropriate actions.
- h Abide by the terms and conditions of the Implementation Support Contract throughout the tenure of the Contract.

16. Other Obligations

16.1 ISA's Obligations before start of the policy

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

- a. Ensure that requisite essential biometric devices are functional in the empanelled public hospitals as required. ISA shall procure biometric devices for all empanelled hospitals and provide technical support on installation of the biometric devices. The hardware cost of the biometric devices shall be borne by the respective hospitals while the soft or technical support including RD service will be borne by the ISA.
- b. State offices as mentioned above are set up and functional
- c. Ensuring that contact details of the State Coordinator and other staff of the ISA required for implementation of the scheme, and the nodal officer of the other service providers appointed by the ISA are provided to MSHCS before the commencement of each Policy Cover Period.

16.2 Mizoram State Health Care Society's Obligations;

The Mizoram State Health Care Society shall mandatorily complete the following activities before the start of the policy in the State:

- a. Payment of Fee as per schedule mentioned under Clause 6.

- b. Provide the Beneficiary Database of MUHCS beneficiaries as and when required.
- c. Provide a nodal officer at the State level to coordinate with ISA as and when required.

16.3 Exclusions Under MUHCS

The MSHCS shall not be liable to make any payment under any of the covers in respect of any expenses whatsoever incurred by any beneficiary as provided in ANNEXURE-2 of MUHCS guidelines.

17. Service beyond Service Area:

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

18. Plan for Provision of Services in the Absence of Internet Connectivity:

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

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

19. Monitoring and Control:

19.1 Scope of Monitoring:-

- a. Monitoring under MUHCS shall include supervision and monitoring of all the activities under the MUHCS undertaken by the ISA and ensuring that the ISA complies with all the provisions of the Implementation Support Contract signed with the Mizoram State Health Care Society (MSHCS) and all contracts and sub-contracts/ agreements issued by the ISA pursuant to the Implementation Support Contract with the MSHCS for implementation of the Scheme.
- b. Monitoring shall include but not be limited to:
 - i. Overall performance and conduct of the ISA.
 - ii. Claims management process.

- iii. Fraud control process
- iv. Any other aspect/ activity of the ISA related to the implementation of the Scheme.

19.2 Monitoring Activities to be undertaken by the ISA:

19.2.1 General Monitoring Obligations:-

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

- a. Ensure compliance to all the terms, conditions and provisions of the Scheme.
- b. Ensure monitoring of processes for seamless access to cashless health care services by the MUHCS beneficiaries under the provisions of the Scheme.
- c. Ensure monitoring of processes for timely claim processing and management of all claims of the EHCPs.
- d. Ensure monitoring of processes/transactions/entities for fraud control
- e. Ensure fulfilment of minimum threshold levels as per the agreed Key Performance Indicators (KPIs) laid down in Schedule 6.
- f. Ensure compliance from all its sub-contractors, vendors and intermediaries hired/contracted by the ISA under the Scheme for the fulfilment of its obligations.

19.3 Monitoring Activities to be undertaken by the Mizoram State Health Care Society

19.3.1 Audits by the Mizoram State Health Care Society:-

- a. Direct audits: MSHCS 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 MSHCS look into 100 percent of the claims recommended for rejection or partially processed by the ISA or partially settled by MSHCS to assure itself of the legitimacy of the ISA's decisions. Claims settlement decisions of the ISA that are disputed by the concerned EHCP shall be examined in depth MSHCS

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

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

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

19.3.2 Spot Checks by the Mizoram State Health Care Society:

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

19.3.3 Performance Review and Monitoring Meetings:

- a. The MSHCS shall have the right to organize fortnightly meetings for the first three months and monthly review meetings thereafter with the ISA. The MSHCS shall have the right to call for additional review meetings as required to ensure smooth functioning of the Scheme.
- b. Whereas the MSHCS shall issue the agenda for the review meeting prior to the meeting while communicating the date of the review meeting, as a general rule the agenda shall have the following items:
 - (i) Review of action taken from the previous review meeting.
 - (ii) Review of performance and progress in the last quarter: utilization pattern, claims pattern, etc. This will be done based on the review of reports submitted by the ISA in the quarter under review.
 - (iii) KPI Results review – with discussions on variance from prescribed threshold limits, if any.
 - (iv) Contracts management issue(s), if any.
 - (v) Risk review, fraud alerts, action taken of fraud alerts.
 - (vi) Inter ISA claim settlement
 - (vii) Any other item.
- c. All meetings shall be documented and minutes shared with all concerned parties.
- d. Apart from the regularly quarterly review meetings, the MSHCS shall have the right to call for interim review meetings as and when required on specific issues.

19.4 Key Performance Indicators for the ISA:

- a. A set of critical indicators where the performance level below the threshold limit set, shall attract financial penalties and shall be called **Key Performance Indicators (KPI)**. For list of KPIs, see **Schedule 6**.
- b. At the end of every 12 months, if there is renewal of the tenure, the MSHCS shall have the right to amend the KPIs, which if amended, shall be applicable pre-emptively on the ISA and the ISA shall be obliged to abide by the same.

19.5 Measuring Performance:

- a. Performance shall be measured as per timeline and threshold provided in Schedule 6.
- b. Indicator performance results shall be reviewed in the quarterly review meetings and reasons for variances, if any, shall be presented by the ISA.
- c. ISAs shall pay MSHCS all penalties imposed by the MSHCS in line with KPIs mentioned in Schedule 6 on the ISA within 15 days of receipt Penalty Notice from MSHCS. MSHCS shall ensure that Penalty Notice contains all the details regarding penalties being imposed.
- d. Penalty Notice shall be shared with ISA in each quarter and calculation of penalties shall be as detailed in Schedule 6.
- e. If the ISA wishes to contest the penalty levied by MSHCS, it may represent to the MSHCS along with documentary necessary documentary proof within 7 days of receipt of the notice.
- f. MSHCS may examine the evidence and facts and arrive at final penalty amount/decision and shall convey the same to ISA withing 7 days.
- g. In the event of delay due to IT system downtime, KPI penalties shall not be applicable
- h. Along with monitoring of KPIs, MSHCS may issue rectification orders to ISA. All such rectifications shall be undertaken by the ISA within 30 days of the date of issue of such Rectification Order unless stated otherwise in such Order(s).
- i. At the end of the rectification period, the ISA shall submit an Action Taken Report with evidences of rectifications done to the MSHCS.
- j. If the MSHCS is not satisfied with the Action Taken Report, it shall call for a follow up meeting with the ISA and shall have the right to take appropriate actions within the overall provisions of the Implementation Support Contract between the MSHCS and the ISA.

19.6 Penalties:

- a. KPI related penalties are provided in the KPI table in **Schedule 6**.

20.Subcontracting :

- a. ISA is not allowed to subcontract any or part of its work to any third-party agency.
- b. If the ISA subcontract any or parts of it worked to any third party-agency shall result in immediate termination of the contract.

21.Reporting Requirements:

- a. The ISA shall submit all reports mandated by SHA
- b. The ISA shall submit all reports via email or as per requirement.
- c. The ISA shall receive auto-acknowledgement immediately on submission of the report.
- d. The MSHCS shall review all progress reports and provide feedback, if any, to the ISA.

22. Term and Termination:

22.1 Term;

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

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

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

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

22.2 Termination by the Mizoram State Health Care Society:

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

- arrears and unpaid within 60 days of receipt of a written notice from the MSHCS requesting payment thereof; or
- (iii) the ISA is otherwise in material breach of this Implementation Support Contract that remains uncured despite receipt of a 60-day cure notice from the SHA; or
 - (iv) any representation, warranty or undertaking given by the ISA proves to be incorrect in a material respect or is breached; or
 - (v) The ISA has successively infringed the terms and conditions of the Implementation Support Contract and/or has failed to rectify the same even after the expiry of the notice period for rectification of such infringement then it would amount to material breach of the terms of the Implementation Support Contract by the ISA; or
 - (vi) The ISA has failed to perform or discharge any of its obligations in accordance with the provisions of the Implementation Support Contract with MSHCS unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the MSHCS without any contributory factor of the ISA; or
 - (vii) The ISA engaging or knowingly has allowed any of its employees, agents, tenants, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to the Implementation Support Contract; or
 - (viii) The ISA has been adjudged as bankrupt or become insolvent; or
 - (ix) Any petition for winding up of the ISA has been admitted and liquidator or provisional liquidator has been appointed or the ISA has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the MSHCS, provided that, as part of such or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the ISA under the Implementation Support Contract; or
 - (x) The ISA has abandoned the Project Office(s) of the MUHCS and is non-contactable for two weeks over phone and email; or
 - (xi) Performance against Key Performance Indicator (KPI) is below the threshold specified in **Schedule 6, including pertaining to Service Provider Default (SPD) trigger**; or
 - (xii) Intentional or unintentional act of undisputedly proven fraud committed by the ISA.

- b. Upon the occurrence of an ISA Event of Default, the Mizoram State Health Care Society may, without prejudice to any other right it may have under this Implementation Support Contract, in law or at equity, issue a notice of its intention to terminate this Implementation Support Contract to the ISA (**Preliminary Termination Notice**).

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

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

22.3 Mizoram State Health Care Society Event of Default:

- a. The ISA can terminate this Implementation Support Contract upon the occurrence of non payment of Fee within 90 days of the due date by the Mizoram State Health Care Society that remains uncured despite receipt of a 15 day cure notice or Preliminary Termination Notice from the ISA (a **Mizoram State Health Care Society Event of Default**), provided that such event is not attributable to a Force Majeure Event.
- b. Upon the occurrence of a Mizoram State Health Care Society Event of Default (non-payment of Fee after 90 days of due of payment), the ISA may, without prejudice to any other right it may have under this Implementation Support Contract, in law or at equity, issue a Preliminary Termination Notice to the Mizoram State Health Care Society. If the Mizoram State Health Care Society fails to remedy or rectify the Mizoram State Health Care Society Event of Default stated in the Preliminary Termination Notice issued by the ISA within 15 days of receipt of the Preliminary Termination Notice, the ISA will be entitled to terminate this Implementation Support Contract by issuing a Final Termination Notice.
- c. The MSHCS or its employees, or representatives engage in any corrupt or fraudulent practices which are prohibited under relevant national and state level Anti Corruption laws
- d. The MSHCS has failed to perform or discharge any of its obligations in accordance with the provisions of the Implementation Support Contract with ISA unless such event has occurred because of a Force Majeure Event,

22.4 Termination Date:

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

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

22.5 Consequences of Termination:

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

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

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

Where:

TC is the sum to be paid by the ISA to the Mizoram State Health Care Society on the Termination Date in respect of the State;

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

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

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

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

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

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

22.6 Migration of Policies Post Termination:

- a At least 120 days prior to the expiration of this Implementation Support Contract or the Termination Date, the MSHCS may issue a written request to the ISA seeking a migration of the Policies for all the districts in the Service Area (Migration Request) to another Third-Party Administrator (New ISA).
- b Once the MSHCS has issued such a Migration Request:
 - i The MSHCS shall have the right to identify the New ISA to whom the Policies will be migrated up to 30 days prior to the expiration date or the Termination Date.
 - ii The MSHCS shall also have the right to withdraw the Migration Request at any time prior to the 30 day period immediately preceding the expiration date or the Termination Date. If the MSHCS chooses to withdraw the Migration Request, then the remaining provisions of this Clause 23.6 shall not apply from the date of such withdrawal and this Implementation Support Contract shall terminate forthwith upon the withdrawal of the Migration Request.

- c Upon receiving the Migration Request, the ISA agrees to commence preparing Claims data, and current status of implementation of training provided to Empanelled Health Care Providers and any other information sought by the MSHCS in the format prescribed by the MSHCS at that point in time.
- d Within 7 days of receiving notice of the New ISA, the ISA agrees to promptly make available all of the data prepared by it to the New ISA.
- e The ISA agrees to not be entitled to:
 - i refuse to service any Claims made by the EHCPs on or before the date of expiration or the Termination Date until the migration process has been completed and the New ISA assumes all of the services under the Policies for the Service Area; or
 - ii charge the MSHCS, the New ISA or any third person with any commission, additional charges, loading charges or otherwise for the purpose of migrating the Policies to the New ISA.
- f The ISA agrees to be entitled to retain the proportionate Fees for the period between the date on which a termination notice has been issued and the earlier to occur of: (x) the date on which the New ISA assumes all the risks under the Policies; and (y) the date of withdrawal of the Migration Request (**the Migration Termination Date**).

22.7 Hand-Over Obligations

Without prejudice to the provisions of Clause 23.6, on expiration of the Term or on the Termination Date, the ISA agrees to:

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

23. Force Majeure

23.1 Definition of Force Majeure Event

A **Force Majeure Event** shall mean the occurrence in the State of Mizoram 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 23.1** are satisfied, Force Majeure Event shall not include:

- a. a mechanical breakdown; or
- b. weather conditions which should reasonably have been foreseen by the Affected Party claiming a Force Majeure Event and which were not unusually adverse; or
- c. non-availability of or increase in the cost (including as a result of currency exchange rate fluctuations) of suitably qualified and experienced labour, equipment or other resources, other than the non-availability of equipment due to an event that affected an intermediary of the ISA that is beyond the reasonable control of the intermediary of the ISA; or
- d. events of physical loss, damage or delay to any items during marine, air or inland transit to the State of Mizoram unless the loss, damage or delay was directly caused by an event that affected a intermediary of the ISA and that, if it had happened to the ISA hereunder, would have come within the definition of Force Majeure Event under **Clause 23.1**; or
- e. late performance or other breach or default by the ISA (including the consequences of any breach or default) caused by the acts, omissions or defaults of any intermediary appointed by the ISA unless the event that affected the intermediary and caused the act, omission or default would have come within the definition of Force Majeure Event under **Clause 23.1** if it had affected the ISA; or
- f. 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 23.1**; or
- g. the occurrence of a risk that has been assumed by a Party to this Contract; or
- h. any strike or industrial action that is taken by the employees of the ISA or any intermediary appointed by the ISA or which is directed at the ISA; or
- i. the negligence or wilful recklessness of the ISA, the intermediaries appointed by it, their employees or other persons under the control and supervision of the ISA.

23.2 Limitation on the Definition of Force Majeure Event

Any event that would otherwise constitute a Force Majeure Event pursuant to **Clause 23.1** shall not do so to the extent that the event in question could have been foreseen or avoided by the Affected Party using reasonable *bona fide* efforts, including, in the case of the ISA, obtaining such substitute goods, works, and/or services which were necessary and reasonable in the circumstances (in terms of expense and otherwise) for performance by the ISA of its obligations under or in connection with this Implementation Support Contract.

23.3 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 23.1** 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 34**.

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

(including Claim Payments) shall be excused by the occurrence of a Force Majeure Event.

23.4 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.

23.5 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.

23.6 Termination upon Subsistence of Force Majeure Event

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

24. ASSIGNMENT

24.1 Assignment by ISA

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

24.2 Assignment by Beneficiaries or Empanelled Health Care Providers

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

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

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

25. Confidentiality of Information and Data Protection

25.1. ISA will treat any and all such information which has come to the knowledge of the ISA that may relate but not be limited to MUHCS scheme, Disclosing Party's business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, this agreement and/or its contents, research and development, trade names, Personal Data, Sensitive Personal Data, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature (including the MUHCS Scheme) , that is supplied by Disclosing Party to the ISA or otherwise acquired/ accessed by the ISA during the course of dealings between the Parties or otherwise in connection with the scope of this Agreement

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

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

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

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

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

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

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

25.3. Obligation to Maintain Confidentiality:

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

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

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

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

- 25.4 As prerequisite to signing of the contract, ISA shall sign Non-Disclosure Agreement (Provided in Schedule 8) and Individual Confidentiality Undertaking (provided in Schedule 9).

26. 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.

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

27. Indemnification and Limitation of Liability:

- 27.1 ISA (the "Indemnifying Party") undertakes to indemnify, hold harmless the MSHCS (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- 27.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party,

Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

- 27.3 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 28.
- 27.4 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

28. 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 MUHCS Cover to the Beneficiaries that are covered by the ISA.

29. Relationship

- a. The Parties to this Implementation Support Contract are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.
- b. This Implementation Support Contract shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.
- c. The engagement of any intermediaries or service providers by the ISA shall not in any manner create a relationship between the Mizoram State Health Care Society and such third parties.

30. Variation or Amendment

- a. Except as expressly set forth in this Implementation Support Contract, no variation or amendment of this Implementation Support Contract shall be binding on either Party unless and to the extent that such variation is recorded in a written document executed by both Parties but where any such document exists and is so signed, neither Party shall allege that such document is not binding by virtue of an absence of consideration.
- b. Notwithstanding anything to the contrary in **Clause (a)** above, the ISA agrees that the Mizoram State Health Care Society shall be free to issue MUHCS Guidelines from time to time and the ISA shall comply with all such MUHCS Guidelines issued during the

Term, whether or not the provisions or terms of such MUHCS Guidelines have the effect of varying or amending the terms of this Implementation Support Contract.

31. 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.

32. 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 registered post or by fax (in which case the original shall be sent by registered post).

To: **ISA**
Attn: Mr. / Ms. _____
E-Mail: _____
Phone: _____
Fax: _____

To: **Mizoram State Health Care Society**
Attn: Mr. / Ms. _____
E-Mail: _____
Phone: _____
Fax: _____

33. 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.

34. Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to the nominated senior representatives of both the Parties for resolution through negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral, it shall be resolved through Arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 and _____ shall be considered as sole Arbitrator to

adjudicate the dispute between the Parties as per the Arbitration and Conciliation Act as amended from time to time. Arbitration shall be held in English and the venue of the Arbitration same shall be in Aizawl. The award of the Arbitrator shall be final and binding on the Parties. The proceedings of arbitration, including arbitral award, shall be kept confidential. Subject always to the foregoing provisions of this paragraph, the competent courts of Aizawl shall have jurisdiction in relation to any dispute between the Parties under this Agreement.

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 competent courts in Aizawl, Mizoram shall have the exclusive jurisdiction over any disputes arising under, out of or in connection with this Implementation Support Contract.
- c. In case of any breach of any of the terms and conditions of this Agreement by the Implementation Support Agency, such breach being attributable to lack of reasonable care and precaution on the part of the Implementation Support Agency, the MUHCS may give 90 days notice to the Implementation Support Agency to rectify such breach at their own costs if any, if the Implementation Support Agency fails to rectify such breach within a period stipulated by the MSHCS, the MSHCS may terminate the Agreement, and such termination shall not prejudicially affect the rights and liabilities of the other MSHCS.

36. Publicity

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

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

**SIGNED, SEALED and DELIVERED
DELIVERED**

SIGNED, SEALED and

For and on behalf of
State of _____

Represented by

For and on behalf of
ISA _____

Represented by

In the presence of:

(1)

(1)

(2)

(2)

In the presence of: