

## **Schedules to Implementation Support Contract**

\_\_\_\_\_2020

## Table of Contents

Schedule 1: Details of the scheme and Beneficiaries.....	3
Schedule 2: Exclusions to the Policy.....	5
Schedule 3: HBP and Quality.....	6
Schedule 4: Guidelines for Identification of AB-PM JAY Beneficiary Family Units.....	12
Schedule 5: Guidelines for Empanelment of Health Care Providers and Other Related Issues.....	25
Schedule 6: Service Agreement with Empaneled Health Care Providers.....	51
Schedule 7: List of Empanelled Health Care Providers under the Scheme.....	70
Schedule 8: Payment Guidelines.....	71
Schedule 9: Portability.....	75
Schedule 10: Template for Medical Audit.....	80
Schedule 11: Template for Hospital Audit.....	82
Schedule 12: Key Performance Indicators.....	84
Schedule 13: Indicative Fraud Triggers.....	94
Schedule 14: Indicators to Measure Effectiveness of Anti-Fraud Measures.....	97
Schedule 15: Minimum Manpower Requirements.....	99
Schedule 16: Non-Disclosure Agreement.....	102
Schedule 17: Individual Confidentiality Undertaking.....	108
Schedule 18: Template for Claim Adjudication Audit.....	109
Schedule 19: Format of Performance Security.....	112

## Schedule 1: Details of the scheme and Beneficiaries

### 1.1 Name and Objective of the of the Scheme

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

### 1.2 Beneficiaries

All AB-PMJAY Beneficiary Family Units, as defined under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (in rural areas) and broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State/ UT (as updated from time to time) and beneficiaries of state scheme i.e. Mizoram State Health Care Scheme along with the existing RSBY Beneficiary Families not figuring in the SECC Database which are resident in the Service Area (State or cluster of States for which this Tender Document is issued) shall be considered as **eligible** for benefits under the Scheme and be automatically covered under the Scheme.

Unit of coverage under the Scheme shall be a family and each family for this Scheme shall be called a AB-PMJAY Beneficiary Family Unit (totaling to **165727** families under SECC and RSBY), which will comprise all members in that family. Any addition in the family will be allowed only in case of marriage and/or birth/ adoption.

There are 1,01,880 (one lakh, one thousand eight hundred and eighty) families in the SECC database while the RSBY database consists of 1,65,727 (One lakh, sixty five thousand seven hundred and twenty seven) families. Due to the limitations on the feature of smartcards in RSBY i.e. only 5 members in a single card, lots of families are split into multiple smartcards. On the other hand, SECC was one of the possible means to avail RSBY. Thus, this leads to repetition or duplication of data. Currently RSBY, with a higher number of beneficiary database is utilized for the calculation of premium.

## Schedule 2: Exclusions to the Policy

Ayushman Bharat PM-JAY shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

1. Condition that does not require hospitalization.
2. Except those expenses covered under pre and post hospitalisation expenses, further expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes only during the hospitalized period and expenses on vitamins and tonics etc. unless forming part of treatment for injury or disease as certified by the attending physician.
3. Any dental treatment or surgery which is corrective, prosthetic, cosmetic procedure, filling of tooth cavity, root canal including wear and tear of teeth, periodontal diseases, dental implants etc. are excluded. Exception to the above would be treatment needs arising from trauma / injury, neoplasia / tumour / cyst requiring hospitalisation for bone treatment.
4. Any assisted reproductive techniques, or infertility related procedures, unless featuring in the National Health Benefit Package list.
5. Vaccination and immunization
6. Surgeries related to ageing face & body, laser procedures for tattoo removals, augmentation surgeries and other purely cosmetic procedures such as fat grafting, neck lift, aesthetic rhinoplasty etc.
7. Circumcision for children less than 2 years of age shall be excluded (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident)
8. Persistent Vegetative State: a condition in which a medical patient is completely unresponsive to psychological and physical stimuli and displays no sign of higher brain function, being kept alive only by medical intervention.

## Schedule 3: HBP and Quality

### 3.1 Health Benefit Packages (HBP 1.0 / HBP 2.0)

HBP 1.0 or HBP 2.0 or whichever is updated by National Health Authority (NHA) in the TMS software from time to time.

### 3.2 Guidelines for Unspecified Surgical Packages

#### **All unspecified packages:**

To ensure that PM-JAY beneficiaries are not denied care, NHA had enabled an exclusive provision in the TMS for blocking unspecified packages. In accordance with the guidelines on unspecified packages by the National Health Authority (NHA), SHA-Mizoram has created this guideline for availing/booking Unspecified packages within the State, keeping in view the specific needs of the state.

When can Unspecified Surgical be booked/criteria for treatments that can be availed:

- a) Only for surgical treatments.
- b) Compulsory pre-authorization is in-built while selecting this code for blocking treatments.
- c) Cannot be raised under multiple package selection. Not applicable for medical management cases.
- d) Government reserved packages cannot be availed by private hospitals under this code. PPD/CPD may reject such claims on these grounds. In addition, SHA may circulate Government reserved packages to all hospitals. Further, States need to establish suitable mechanisms to refer such cases to the public system – as a means to avoid denial of care.
- e) In the event of portability, the home state approval team may either reject if a Government reserved package of the home state is selected by a private hospital in the treating state or consider on grounds of ‘emergency’.
- f) None of the treatments that fall under the exclusion list of PM-JAY can be availed viz. individual diagnostics for evaluation, out-patient care, drug rehabilitation, cosmetic/ aesthetic treatments, vaccination, hormone replacement therapy for sex change or any treatment related to sex change, any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc. unless arising from disease or injury and which requires hospitalization for treatment etc.

For deciding on the approval amount, aside from the packages listed below in schedule 3.3, the PPD will contact SHA or consider the rate of closest match of the requested surgery in listed PM-JAY packages.

**Unspecified package above 1 lakh:** For any State/UT to utilize the unspecified package above 1 lakh, it is to be ensured that the same is approved **only in (a) exceptional circumstances and/ or (b) for life saving conditions. In case of planned surgery, EHCP/ISA shall contact SHA prior to preauthorization for approval.**

### 3.3 List of Unspecified Surgical Packages

Unspecified Packages may be booked as under: -

S/N	Specialty	Package Name	Package Amount	Govt. Reserved (Y/N)	Mandatory Documents Pre Authorization	Mandatory Documents Claim Processing	Any special condition
1	General Surgery	Laparoscopic therapeutic surgeries (bilateral)	5000	Yes	clinical note, usg abdomen	opd/discharge summary, clinical note, investigation report, ot note	NA
2	General Surgery	Laparoscopic therapeutic surgeries (unilateral)	2500	Yes	clinical note, usg abdomen	opd/discharge summary, clinical note, investigation report, ot note	NA
3	General Surgery	Herniotomy under GA	3000	No	clinical note, usg scrotum, haemogram	opd/discharge summary, clinical note, investigation report, ot note	single procedure in 1 policy year
4	General Surgery	Chronic anal fissure under GA	3000	No	clinical note, investigation report	opd/discharge summary, ot note, clinical note, investigation report	single procedure in 1 policy year
5	General Surgery	Diagnostic laparoscopic examination	3000	No	usg abdomen/cect abdomen, clinical note	opd/discharge summary, ot note, clinical note, investigation report	single procedure in 1 policy year
6	General Surgery	CAPD insertion	15000	Yes	clinical note, kft	opd/discharge summary, clinical note, clinical photo showing inserted tube, investigation report	NA
7	Ophthalmology	Corneal refractive surgery (not less than - 4.5 dioptre)	40000	No	clinical note, visual acuity, corneal topography	opd/discharge summary, ot note, clinical note, investigation report	single procedure in 1 policy year
8	Ophthalmology	Hemifacial spasm requiring	15000	No	clinical note	opd/discharge summary, clinical note	4 sittings per policy year

		therapeutic botox injection					
9	Ophthalmology	Blepherospasm requiring therapeutic botox injection	15000	No	clinical note	opd/discharge summary, clinical note	5 sittings per policy year
10	Ophthalmology	Cervical dystonia requiring therapeutic botox injection	15000	No	clinical note	opd/discharge summary, clinical note	6 sittings per policy year
11	Ophthalmology	Glaucoma (iridectomy laser)	1500	No	clinical note, investigation report	opd/discharge summary, ot note, clinical note, investigation report	NA
12	Orthopaedics	Diagnostic arthroscopy (knee)	10000	No	clinical note, X-Ray knee	discharge summary, clinical note, investigation report	NA
13	Orthopaedics	Debridement arthroscopy (knee)	15000	No	clinical note, X-Ray knee	discharge summary, clinical note	NA
14	Orthopaedics	Acute osteomyelitis decompression	15000	No	clinical note, X-Ray	discharge summary, clinical note	NA
15	Otorhinolaryngology	OME for Grommet insertion under GA	3000	No	clinical note, audiometry/tympanometry	opd/discharge summary, ot note, clinical note, investigation report	NA
16	Otorhinolaryngology	Myringoplasty (adult) under LA	7000	No	clinical note, audiometry/tympanometry	opd/discharge summary, ot note, clinical note, investigation report	NA
17	General Surgery	Split skin graft	6000	Yes	clinical note, Investigation Report	discharge summary, clinical note	NA
18	General Surgery	Excision of large malignant melanoma requiring hospitalisation	6000	Yes	clinical note, Investigation Report	discharge summary, clinical note	NA
19	General Surgery	Neck abscess drainage	2000	Yes	clinical note, investigation report	discharge summary, clinical note, investigation report	NA

20	Otorhinolaryngology	Ear canal repair	6000	No	clinical note, Investigation Report	discharge summary, clinical note	NA
21	Otorhinolaryngology	Anterior nasal packing	1000	No	clinical note	discharge summary, clinical note	NA
22	Otorhinolaryngology	Posterior nasal packing	2000	No	clinical note	discharge summary, clinical note	NA
23	Otorhinolaryngology	DL biopsy	3000	Yes	clinical note, Investigation Report	discharge summary, clinical note, investigation report	NA

Kindly note that these packages may be updated from time to time



## Schedule 4: Claim Adjudication

### 4.1 Roles and Responsibilities

#### 4.1.1 Pre-authorization Panel Doctor (PPD)

- Approve/Assign/Reject a Pre-authorization request
- Raise Query/Send back to hospital with request for clarification and/ or additional inputs
- Trigger investigation, if need be

#### 4.1.2 Claims Executive (CEX)

- Verification of Non-technical (non-medical/clinical) information like documents, reports, dates, etc.
- Forward the case to Claim doctors with inputs

#### 4.1.3 Claims Panel Doctor (CPD)

- Verification of technical (medical/clinical) information like diagnosis, reports, clinical notes, evidences etc.
- Approve/Assign/Reject a claim
- Raise Query/Send back to hospital for clarification
- Trigger field investigation, if need be

### 4.2 Target Turn-Around Time

A few of the timeframes are already incorporated in the Transaction Management System (TMS). These timelines cannot be the sole basis of rejecting cases; however, providers and approvers shall comply as given below to make the processes more efficient.

Pre-authorization approval	6 hours
Pre-authorization enhancement approval	6 hours
Response to Pre-authorization/ claim query by the hospital	24 ours
Claim Submission by hospital	15 days
Claim Adjudication and payment after claim submission (Approval/ Rejection/ Query)	15 days
Claim Adjudication and payment for portability cases	30 days
Field Investigation/Onsite Medical Audit after trigger of case	7 days
Request reconsideration of Rejected Claim by hospital after notification	7 days
Claim reconsideration after request for reconsideration	7 days

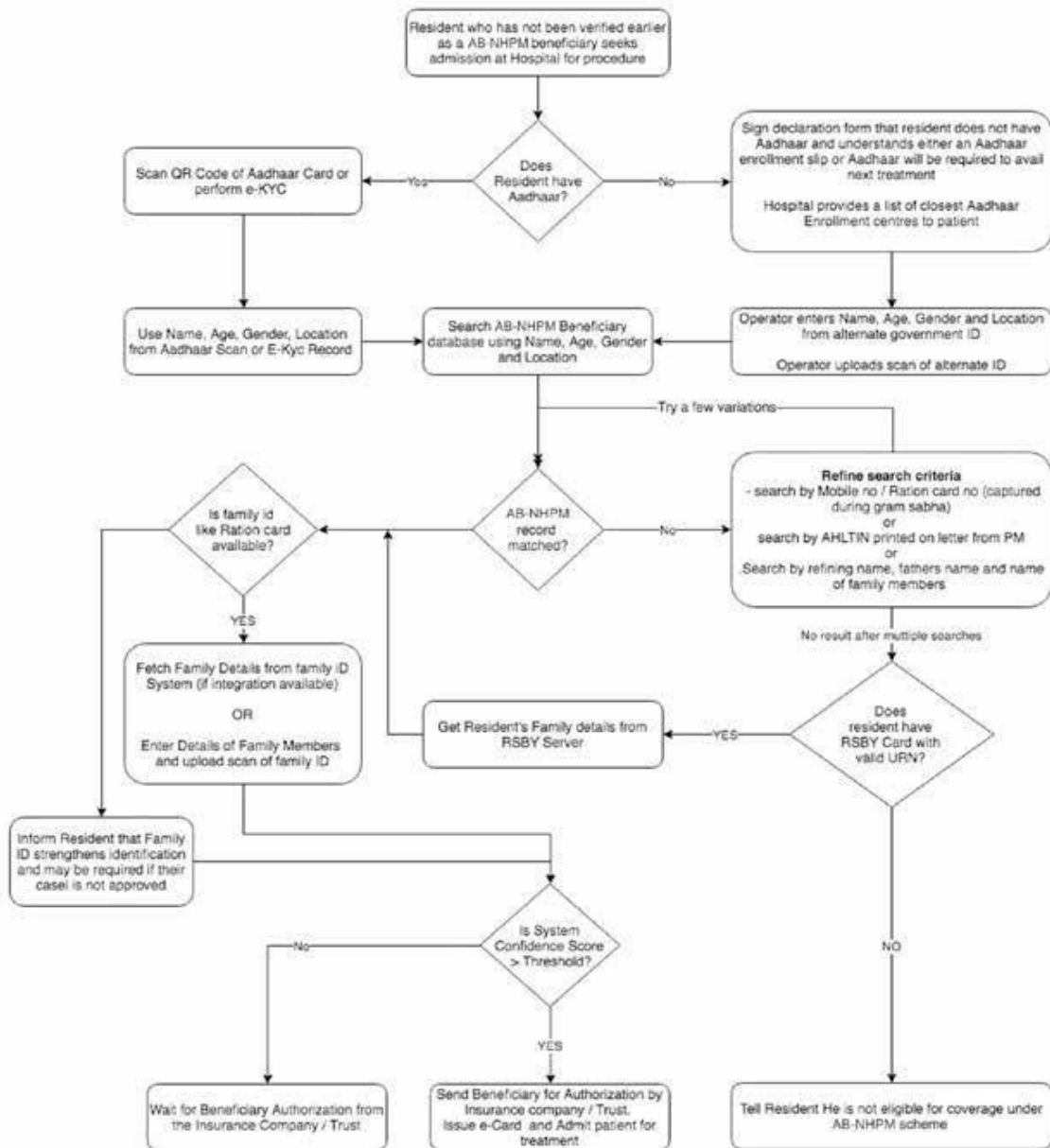
### 4.3 Payment terms

Payment of Claims shall be adjudicated as under:

1. Amount payable in case of LAMA/DAMA before surgery –**Case cancelled and booked under General Medicine; claim paid according to Length of Stay (LOS).**
2. % of package amount paid in case of LAMA / DAMA in case surgery is abandoned and pre-operative investigations are completed-  
**(a) Prior to Incision - 20%                      (b) Post Incision - 80%**
3. % of package amount paid in case of LAMA / DAMA after surgery- **90%**
4. Amount payable in case of death before surgery- **Claim Amount according to receipt provided (medicines/consumables etc).**
5. % of package amount paid in case of death on the table during surgery-**80%**
6. % of package amount paid in case of death after surgery- **90%**
7. % of package amount paid in case of referral before surgery- **10%**
8. % of package amount paid in case of referral in case surgery is abandoned & transferred and pre-operative investigations are completed- **20%**
9. % of package amount paid in case of referral after the surgery for complication management- **100%**
10. Amount payable on death before 24 hours (General Medicine)- As per actuals/receipt provided by hospitals.
11. Any other cases eligible for partial payment for hospitals- **Not Applicable, will be decided by SHA on case basis.**

## Schedule 5: Guidelines for Identification of AB-PM JAY Beneficiary Family Units

### 5.1 Brief Process Flow



Process Flow Chart for Beneficiary Identification

## 5.2 Approval of e-cards by ISA/SHA

SHA/ISA may refer the following guidelines for approval/rejection in Beneficiary Identification System (BIS)

### Guidelines for Beneficiary Identification System (BIS)

All Empanelled Healthcare Providers (EHCP's), Common Service Centre's (CSC'S) and SHA Mass Drive Volunteers shall follow the laid guidelines for e-card generation in Beneficiary Identification System.

State Approver shall refer to the guidelines for approval and rejection of BIS.

#### 4.1 Beneficiary photo:

- a) Real time photo must be used at all times.
- b) Only the beneficiary should be highlighted and should follow the template of a passport size photograph which is bottom of the chest to the top of the head.
- c) Accessories such as sunglass, mask, cap, etc should be avoided.
- d) Selfie is not acceptable.
- e) Alteration/clowning of face by beneficiary should be avoided.

#### 4.2 Personal Identification proof of document:

The following documents shall be used for personal identification of individual.

- I. Aadhaar card for Aadhaar authentication.
- II. The following shall be used for Non-Aadhaar application.
  - a) Birth Certificate: Beneficiaries between 0-21 years of age.
  - b) Govt. approved valid identity card with photo attached such as Voter ID, PAN Card, Driving licence, Indian Passport, Disability Certificate, etc.

#### 4.3 Family/Household identification proof of Document:

The following documents shall be used for family proof/identification of Household.

- a) Ration Card issued by the Department of Food, Civil Supplies and Consumer Affairs.
- b) Prime Minister Letter/ SECC Letter
- c) Ration Card Surrender Certificate (For households surrendering ration card to Food, Civil Supplies & Consumer Affairs Department)
- d) Tampering of ration card in any form is not acceptable
- e) Seal and signature of authorised personnel is mandatory in Ration Cards.

#### 4.4 Add Member:

Unlisted member(s) of SECC and RSBY households may be added into the family if the document mentioned below is uploaded as a supporting document

- a) Birth Certificate: Not exceeding 10 years or as updated by NHA in software from time to time.
- b) Marriage Certificate: Married Couple.
- c) Adoption Certificate: Adopted Children.

\* Note- Children born before 2011 are claimed to be already include in 2011 SECC list and therefore are not permitted by National Health Authority (NHA) to be added in the family.

#### 4.5 Discrepancy:

The discrepancy in the details of the beneficiary shall be dealt as such:

- a) Year of Birth: The year of birth recorded in SECC/RSBY database may differ from the uploaded personal identification document. In such cases, the year of birth in personal identification document shall prevail.
- b) Sex: The sex recorded in SECC/RSBY database may differ from the uploaded personal identification document. In such cases, the sex in personal identification document shall prevail.
- c) Name: All names must be entered according to the personal identification document. Mismatched names shall be considered case to case.

#### 4.6 Disable Golden Card:

Golden Card shall be disabled only under two conditions:

- unintentional error during BIS record creation.
- beneficiary impersonation.

Any other reason(s) for disabling e-card has to be reported to SHA/ISA.

BIS user shall provide the following details to the SHA/ISA.

- a) Name of PMAM and Hospital with mobile number.
- b) Reason for disabling e-card.
- c) Unique AB-PMJAY ID.

#### 4.7 Force Majeure:

In case of force majeure, the issuance of additional guidelines may be decided by the Chief Executive Officer (CEO), State Health Agency (SHA) Mizoram.

***The guidelines may be updated by State Health Agency (SHA) from time to time.***

## Schedule 6: Service Agreement with Empaneled Health Care Providers

The agreement will be a tripartite agreement between SHA, ISA and EHCP. Terms and conditions will be as per contract and any amendment if required shall only be added if agreed by both parties viz. SHA and ISA.

## Schedule 7: List of Empanelled Health Care Providers under the Scheme

The list of empaneled hospitals will be as per shown in the portal ([hospitals.pmjay.gov.in](https://hospitals.pmjay.gov.in)) which may be updated from time to time.

## Schedule 8: Payment Guidelines

### A. Release of Grant-in-Aid/Premium Payment

- i) A flat premium per family, irrespective of the number of members under AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA in that family, will be determined through open tendering process.
- ii) The State Government/Union Territories shall upfront release the grant-in-aid / premium for the implementation of AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA into a designated escrow account., SHA will release payments to the Insurance companies on a per family basis from this account.
- iii) The premium will be based on the targeted beneficiary families as per the eligibility criteria of AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA or the number of beneficiary families mapped with the SECC Database (in case a different database, other than SECC Database is used by the States/UTs), as the case may be.

### B. Stages of Release of Premium:

State Health Agency (SHA) will, on behalf of the Beneficiary Family Units that are targeted/identified by the SHA and covered by the Insurer, pay the Premium for the Cover to the Insurer in accordance with the following schedule:

#### i) First instalment of Premium for all States and UTs-

The Insurer, upon the issue of policy, shall raise an invoice for the first instalment of the Premium payable for the Beneficiary Family Units that are targeted or identified by the SHA. Thereupon, the State/ UT shall upfront release 45% of their respective share viz. (out of 10% / 40%), depending upon category of State/UT based on the number of eligible families that have been targeted / identified by the SHA and the data for whom has been shared with Insurance Company along with their share of administrative expense into the designated escrow account opened by the States / UTs for the implementation of AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA.

Thereafter, within 15 days from the release of their respective share, the State/UT shall raise the proposal for release of proportionate share of Central Government's Share of Premium along with the proposal and requisite documentary evidences and compliance of applicable financial provisions. The Central Government will release 45% of its respective share depending upon category of State/UT based on the number of eligible families that have been targeted / identified by the SHA within 21 days from the receipt of proposal from the State / UT.

In case of Union Territories without Legislatures, the Central Government shall pay 45% of its respective share of premium (viz. out of 100%) through its designated escrow account into the designated Escrow Account of the UT within 21 days from the receipt of duly



completed proposal.

Upon the receipt of Central Government's Share of Premium, the State /UT shall release the first instalment of premium within 7 days through the designated Escrow Account to the Insurance Company under intimation to the Central Government.

ii) Second instalment for all States and UTs:

The Insurer upon the completion of 2<sup>nd</sup> quarter shall raise an invoice for the second instalment of the Premium payable for the Beneficiary Family Units that are targeted or identified by the SHA. The State /UT (with Legislature), within 15 days upon the receipt of invoice from the insurance company, shall release their 2<sup>nd</sup> instalment of premium i.e. 45% of their respective share viz. (out of 10% / 40%) into the designated escrow account. Thereafter, within 15 days from the release of their respective share, the State / UT shall raise the proposal for release of proportionate share of Central Government's Share of Premium along with the proposal and requisite documentary evidences and compliance of applicable financial provisions. The Central Government will release 45% of its respective share depending upon category of State/UT based on the number of eligible families that have been targeted / identified by the SHA within 21 days from the receipt of proposal from the State / UT.

Thereupon, the receipt of Central Government's Share of Premium, the State / UT shall release the second instalment of premium within 7 days through the designated Escrow Account to the Insurance Company under intimation to the Central Government.

iii) Third Instalment for all States and UTs:

Upon completion of 10 Months of Policy, the Insurer shall submit the Claim Settlement Report along with the invoice for the last instalment of the Premium payable for the Beneficiary Family Units that are targeted or identified by the SHA, if applicable. The State / UT (with Legislative) Government shall, upon receipt of the Claim Settlement report from the Insurance Company / Real Time Data available with States / UTs and upon due satisfaction of permissible claim settlement ratio, release the remaining due premium of 10% or the proportionate premium based upon the claim settlement scenario, as the case may be into the escrow account. Thereupon, within 15 days of their release of premium, shall raise the proposal to the Central Government for the release of 10% of Premium or the proportionate premium based upon the claim settlement scenario, as the case may be into the escrow account as last tranche of premium to the Insurance Company.

Thereafter, upon the receipt of Central Government's Share of Premium, the State / UT shall release the second instalment of premium within 7 days through the designated Escrow Account to the Insurance Company under intimation to the Central Government.

**A. Penalty Provision on Delay of Premium**

If in case, the State / UT has not deposited its due share of premium into the escrow account, then a penal interest would be levied @ 1% per week for the number of week delay and part thereof on the State / UT.

Similarly, penal interest provision shall also be applicable on the Central Government. The concerned Government viz. State or Central / UT shall have the right to own such penal interest amount for adjusting in their future payable respective share of premium.

**B. Interest Earned in Escrow Account**

Any interest earned by SHA on Central Government's Share of Premium released into the Escrow account, the Central Government shall have the first right of claim on such interest earned amount and shall have to be transferred back to the Central Government. Alternatively, it will be adjusted in future payment of the Central Government. Similarly, interest provision shall also be applicable for the State Government too.

The State Health Agency shall send the proposal to the Central Government for the release of Central Government's Share of Premium within 15 (Fifteen) days of receipt of the Insurer's invoice along & release of their share of premium, along with requisite documents (viz. Details of Eligible Identified Beneficiary Families, Documentary Proof for release of State Government's Share, etc] and compliance of Applicable Financial Rules.

In case the insurance company is not paid the premium from the State's escrow account within the stipulated time of 7 (seven) Business Days, then, for such unwarranted delay, the States / UTs shall be solely liable to pay a penal interest of 1% per month to the Insurance Company starting from after one month beyond the mutually agreed date as decided between the SHA and Insurance Company.

**C. Submission and Approval of Proposal**

Before the start of implementation of AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA, the States / UTS will have to send their proposal to the Central Government and execute the Memorandum of Understanding with the Central Government indicating their modus operandi for the implementation of AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA. The approval of National Health Authority will precede and be necessary for signing the contract with the selected Insurance Company.

**D. No Separate Fees, Charges or Premium**

The Insurer shall not charge any Beneficiary Family Unit or any of the Beneficiaries any separate fees, charges, commission or premium, by whatever name called, for providing the benefits. However, the aforesaid provision shall not be applicable, if the beneficiary is required to take treatment above the amount of benefit cover of Rs. 5,00,000.

## Schedule 9: Portability

### 9.1 Guidelines for Portability

An Empanelled Health Care Provider (EHCP) under AB-PMJAY in any state should provide services as per AB-PMJAY guidelines to beneficiaries from any other state also participating in AB-PMJAY. This means that a beneficiary will be able to get treatment outside the EHCP network of his/her Home State.

Any empanelled hospital under AB-PMJAY will not be allowed to deny services to any AB-PMJAY beneficiary. All interoperability cases shall be mandatorily under pre-authorisation mode and pre-authorisation guidelines of the treatment delivery state in case of AB-PMJAY implementing States / UTs or indicative pre-authorisation guidelines as issued by NHA, shall be applicable.

### 9.2 Enabling Portability

To enable portability under the scheme, the stakeholders need to be prepared with the following:

- A. **States:** Each of the States participating in AB-PMJAY will sign MoU with Central Government which will allow all any the hospital empanelled hospitals by that state under AB-PMJAY to provide services to eligible beneficiaries of other States from across the country. Moreover, the state shall also be assured that its AB-PMJAY beneficiaries will be able to access services at all AB-PMJAY empanelled hospitals seamlessly in other states across India.
- B. **Empanelled hospitals:** The Empanelled Hospital shall have to sign a tripartite contract with its insurance company and State Health Agency (in case of Insurance Model) or with the Trust which explicitly agrees to provide AB-PMJAY services to AB-PMJAY beneficiaries from both inside and outside the state and the Insurance Company/Trust agrees to pay to the EHCP through the inter-agency claim settlement process, the claims raised for AB-PMJAY beneficiaries that access care outside the state in AB-PMJAY empanelled healthcare provider network.
- C. **Insurance companies/Trusts:** The Insurance Company (IC) signs a contract with all other IC's and Trusts in the States / UTs under AB-PMJAY to settle down the interoperability related claims within 30 days settlement so that the final payment is made for a beneficiary by the Insurance Company or Trust of his/her home state.

- D. **IT systems:** The IT System will provide a central clearinghouse module where all inter-insurance, inter trust and trust-insurance claims shall be settled on a monthly/bi-monthly basis. The IT System will also maintain a Balance Check Module that will have data pushed on it in real time from all participating entities. The central database shall also be able to raise alerts/triggers based on suspicious activity with respect to the beneficiary medical claim history based on which the treatment state shall take necessary action without delay.
- E. **Grievance Redressal:** The Grievance Redressal Mechanism will operate as in normal cases except for disputes between Beneficiary of Home State and EHCP or IC of Treatment State and between Insurance Companies/Trusts of the Home State and Treatment State. In case of dispute between Beneficiary and EHCP or IC, the matter shall be placed before the SHA of the treatment state. In cases of disputes between IC/Trust of the two states, the matter should be taken up by bilateral discussions between the SHAs and in case of non-resolution, brought to the NHA for mediation. The IC/Trusts of Home State should be able to raise real time flags for suspect activities with the Beneficiary State and the Beneficiary State shall be obligated to conduct a basic set of checks as requested by the Home State IC/Trust. These clauses have to be built in into the agreement between the ICs and the Trusts. The NHA shall hold monthly mediation meetings for sorting out intra-agency issues as well as sharing portability related data analytics.
- F. **Fraud Detection:** Portability related cases will be scrutinized separately by the NHA for suspicious transactions, fraud and misuse. Data for the same shall be shared with the respective agencies for necessary action. The SHAs, on their part, must have a dedicated team for conducting real time checks and audits on such flagged cases with due diligence. The IC working in the State where benefits are delivered shall also be responsible for fraud prevention and investigation.

### 9.3 Implementation Arrangements of Portability

- A. **Packages and Package Rates:** The Package list for portability will be the list of mandatory AB-PMJAY packages released by the NHA and package rates as applicable and modified by the Treatment State will be applicable. The Clause for honouring these rates by all ICs and Trusts shall have to be built into the agreement.

- Clauses for preauthorization requirements and transaction management system shall be as per the treatment state guidelines.
- The beneficiary balance, reservation of procedures for public hospitals as well as segmentation (into secondary/tertiary care or low cost/high cost procedures) shall be as per the home state guidelines.
- Therefore, for a patient from Rajasthan, taking treatment in Tamil Nadu for CTVS in an EHCP – balance check and reservation of procedure check will be as per Rajasthan rules, but TMS and preauthorization requirements shall be as per TN rules. The hospital claim shall be made as per TN rates for CTVS by the TN SHA (through IC or trust) and the same rate shall be settled at the end of every month by the Rajasthan SHA (through IC or trust).

**B. Empanelment of Hospitals:** The SHA of every state in alliance with AB-PMJAY shall be responsible for empanelling hospitals in their territories. This responsibility shall include physical verification of facilities, specialty related empanelment, medical audits, post procedure audits etc.

- For empanelment of medical facilities that are in a non AB-PMJAY state, any AB-PMJAY state can separately empanel such facilities. Such EHCP shall become a member of provider network for all AB-PMJAY implementing States. NHA can also empanel a CGHS empanelled provider for AB-PMJAY in non AB-PMJAY state.
- Each SHA which empanels such a hospital shall be separately and individually responsible for ensuring adherence of all scheme requirements at such a hospital.

**B. Packages and Package Rates:** The Package list for portability will be the list of mandatory AB-PMJAY packages released by the NHA and package rates as applicable and modified by the Treatment State will be applicable. The Clause for honouring these rates by all ICs and Trusts shall have to be built into the agreement.

- Clauses for preauthorization requirements and transaction management system shall be as per the treatment state guidelines.
- The beneficiary balance, reservation of procedures for public hospitals as well as segmentation (into secondary/tertiary care or low cost/high cost procedures) shall be as per the home state guidelines.

- Therefore, for a patient from Rajasthan, taking treatment in Tamil Nadu for CTVS in an EHCP – balance check and reservation of procedure check will be as per Rajasthan rules, but TMS and preauthorization requirements shall be as per TN rules. The hospital claim shall be made as per TN rates for CTVS by the TN SHA (through IC or trust) and the same rate shall be settled at the end of every month by the Rajasthan SHA (through IC or trust).

**C. Empanelment of Hospitals:** The SHA of every state in alliance with AB-PMJAY shall be responsible for empanelling hospitals in their territories. This responsibility shall include physical verification of facilities, specialty related empanelment, medical audits, post procedure audits etc.

- For empanelment of medical facilities that are in a non AB-PMJAY state, any AB-PMJAY state can separately empanel such facilities. Such EHCP shall become a member of provider network for all AB-PMJAY implementing States. NHA can also empanel a CGHS empanelled provider for AB-PMJAY in non AB-PMJAY state.
- Each SHA which empanels such a hospital shall be separately and individually responsible for ensuring adherence of all scheme requirements at such a hospital.

**D. Claim Settlement:** A claim raised by the empanelled hospital will first be received by the Trust/Insurer of the Treatment State which shall decide based on its own internal processes. The approval of the claim shall be shared with the Home State Insurance Company/Trust which can raise an objection on any ground within 3 days. In case the Home State raises no objection, the Treatment State IC/Trust shall settle the claim with the hospital. In case the Home State raises an objection, the Treatment State shall settle the claim as it deems fit. However, the objection of the Home State shall only be recommendatory in nature and the Home State shall have to honour the decision of the Treatment State during the time of interagency settlement.

**E. Fraud Management:** In case the Trust/Insurer of the home State of beneficiary has identified fraudulent practices by the empanelled hospital, the Trust/Insurer should inform the SHA of the Treatment State of EHCP along with the supporting documents/information. The SHA of the Treatment State shall undertake the necessary action on such issues and resolution of such issues shall be mediated by the NHA during the monthly meetings.

- F. Expansion of Beneficiary Set:** In case, there is an alliance between AB-PMJAY and any State Scheme or AB-PMJAY has been expanded in the Home State, the above process for portability may be followed for all beneficiaries of the Home State.
- G. IT Platform:** The states using their own platform shall have to provide interoperability with the central transaction and beneficiary identification system to operationalize guidelines for portability for AB-PMJAY.
- H. Modifications:** The above guidelines may be modified from time to time by the National Health Agency and shall apply on all the states participating in the Pradhan Mantri Jan Arogya Yojana.

## Schedule 10: Template for Medical Audit

### Template for Medical Audit

AYUSHMAN BHARAT - PRADHAN MANTRI JAN		Hospital ID	
Patient Name		Hospital Name	
Case No.		Hospital Contact No.	
Date of Admission		Date of Discharge	
Date of Audit		Time of Audit	
Name of the Auditor		Contact No. (Auditor)	

#### I. Audit Observations

No.	Criteria	Yes	No	Comments
<b>1.</b>	<b>Does each medical record file contain:</b>			
a.	Is discharge summary included?			
b.	Are significant findings recorded?			
c.	Are details of procedures performed recorded?			
d.	Is treatment given mentioned?			
e.	Is patient's condition on discharge mentioned?			
f.	Is final diagnosis recorded with main and other conditions?			
g.	Are instructions for follow up provided?			
<b>2.</b>	<b>Patient history and evidence of physical examination is evident.</b>			
a.	Is the chief complaint recorded?			
b.	Are details of present illness mentioned?			
c.	Are relevant medical history of family members present?			
d.	Body system review?			
e.	Is a report on physical examination available?			
f.	Are details of provisional diagnosis mentioned?			
<b>3.</b>	<b>Is an operation report available? (only if surgical procedure done)</b>			
a.	Does the report include pre-operative diagnosis?			
b.	Does the report include post-operative diagnosis?			
c.	Are the findings of the diagnosis specified?			
d.	Is the surgeon's signature available on records?			
e.	Is the date of procedure mentioned?			
<b>4.</b>	<b>Progress notes from admission to discharge</b>			
a.	Are progress reports recorded daily?			
b.	Are progress reports signed and dated?			
c.	Are progress reports reflective of patient's admission status?			
d.	Are reports of patient's progress filed chronologically?			



e.	Is a final discharge note available?			
5	Are pathology, laboratory, radiology reports available (if ordered)?			
6	Do all entries in medical records contain signatures?			
a.	Are all entries dated?			
b.	Are times of treatment noted?			
c.	Are signed consents for treatment available?			
7	Is patient identification recorded on all pages?			
8	Are all nursing notes signed and dated?			

Overall observations of the Auditor:

Significant findings:

Recommendations for rejection/approval with justification:

Date:

\_\_\_\_\_  
Signature of the Auditor

## Schedule 11: Template for Hospital Audit

### Template for Hospital Audit

Hospital Name		Hospital ID	
Hospital Address			
Hospital Contact No.			
Date of Audit		Time of Audit	
Name of the Auditor		Contact No. (Auditor)	

### Audit Observations

No.	Criteria	Yes	No	Comments
1.	Was there power cut during the audit?			
2.	If yes, what was the time taken for the power back to resume electric supply?			
3.	Was a AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA kiosk present in the reception area with proper			
4.	Was any AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA trained staff present at the kiosk?			
5.	Did you see the AYUSHMAN BHARAT - PRADHANMANTRI JAN AROGYA YOJANA Empanelled Hospital Board with scope of services displayed near the kiosk in the reception and other			
6.	Was the kiosk prominently visible?			
7.	Was the kiosk operational in local language?			
8.	Were AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA			
9.	Were the toilets in the OPD and IPD areas clean?			
10.	Was drinking water available in the OPD and IPD areas for patients?			
11	Were sanctioned beds/functional beds available as per the claimed beds by hospital during empanelment?			
12	Was qualified manpower (full time/part time) as per the scope of services?			
13	Was the basic physical infrastructure of hospital clean and intact?			
14	Were diagnostic facilities (inhouse/outsourced*) as per the scope of services?			
15	Was functional ambulance (inhouse/outsourced*) available during visit?			

\* For outsources services – check signed MoU

Overall observations of the Auditor:

Significant findings:

Recommendations for course of action:

Date:

---

Signature of the Auditor

## Schedule 12: Key Performance Indicators

SN	Summary of Key Performance Indicators
A.	Initial Setting up - KPIs
B.	Performance - KPIs
C.	Audit Related - KPIs
D.	Payment - KPIs
E.	Productivity - KPIs

A. Initial Setting up KPIs				
SN	KPIs	Timeline	Measure and Explanation	Penalty
1.	<b>Setting up of a State Project Office (SPO) and Appointment of Project Head and other Staff (As per Schedule F) at SPO for co-ordination and Scheme implementation</b>	Up to 15 days after signing of Insurance Contract.	Within 15 days of signing of the contract, IC shall establish SPO with required staff and submit the sworn undertaking of the same to CEO-SHA <ul style="list-style-type: none"> <li>• Establishment of the State Project Office</li> <li>• Appointment of State Project Head</li> <li>• Appointment of other required staff</li> </ul>	Rs. 25,000 per week of delay beyond and part thereof in setting-up* SPO as required
2.	<b>Appointment of District Coordinator (DC) for each district</b>	15 days after signing of Insurance Contract.	Latest by 15 <sup>th</sup> Day of signing of the contract, IC shall appoint the District Coordinator for each district/cluster. District Nodal Office shall acknowledge the appointment of DC	Rs. 5,000 per week, per district beyond and part thereof
*Setting-up of SPO: Setting up of State Project Office (SPO) includes establishment of the SPO and also putting in place all the staff as per Schedule F: (will be detailed out in Model Tender Document)				

B. Performance KPIs				
SN	KPIs	Timeline	Baseline KPI Measure	Penalty
1.	<b>E-card verification and approval</b>	<ul style="list-style-type: none"> <li>30 Mins: Action on Verification Request from hospitals,</li> </ul>	95% Compliance	<ul style="list-style-type: none"> <li>Penalty of Rs 5000 for each card delayed beyond 48 hours</li> <li>Penalty of Rs 500 each incorrect verification/approval of e-card by IC</li> </ul>
			100% compliance	<ul style="list-style-type: none"> <li>In case any claim is adjudicated out of wrongly approved BIS card by ISA, then penalty of three times over and above the claim amount</li> </ul>
			100% compliance	<ul style="list-style-type: none"> <li>Penalty of Rs 2000 for each e-card rejected without a valid justification within the comment section provided in the software (Beneficiary Identification System)</li> </ul>
2.	<b>Pre-authorization</b>	Action within 6 * hours: of raising preauthorization request (all auto approvals beyond 6 hours will be considered non-compliance)	95% Compliance	<ul style="list-style-type: none"> <li>Compliance from compliance below 95% upto 90% then penalty of 5% of the monthly total delayed preauthorization amount</li> <li>Compliance below 90% upto 85% then penalty of 10% of the monthly total delayed preauthorization amount</li> <li>Compliance below 85% then penalty of 20% of the monthly total delayed preauthorization amount with one instance of triggering of SPD**</li> </ul> <p>(for calculation, monthly delayed preauthorization amount shall be the amount for delayed pre-authorizations for the admissions in that month. Penalty shall be calculated on this amount and shall be recovered from the ISA every quarter)</p> <p><i>Example: if the IC handled 100 preauthorization in the month and failed to meet TAT for 16 cases, 20% preauthorization amount of only these 16 cases will be charged as penalty from next instalment of the premium.</i></p> <p><i>Even if the preauthorization is rejected, not meeting the TAT will invite the penalty</i></p>
			100% compliance	In case of wrongful pre-authorization approval, penalty of three times over & above the preauthorization amount

3.	<b>Scrutiny, Claim processing and payment of the claims</b>	Action within 15 days of claim submission for claims within state and 30 days & for claims from outside state (Portability cases).	100% compliance	Penalty of Rs 1,000 or 50% of claim amount whichever is higher for approval of claims without mandatory documents ( <i>Example: missing discharge/death summary, beneficiary photo, clinical/OT note, etc.</i> ) or tampering of mandatory documents. ( <i>Example: overwriting in date of admission/discharge, beneficiary name, etc.</i> )
			100% compliance	Penalty of Rs 2000 or 50% of claim amount whichever is higher for approval of surgical packages by CPD where there are discrepancies between the surgical package booked and operation executed.
			100% Compliance	In case any claim is adjudicated wrongly, then penalty of three times over and above the claim amount will be charged in any cases other than the above mentioned offences.
			100% Compliance	Rs. 25,000 per week or part thereof
4.	<b>Delays in compliance to orders of the Grievance Redressal Committee (GRC)</b>	Beyond 30 days of the date of the order of the GRC	100% Compliance	If the order is not complied within 30 days from the date of notice, Rs 25,000 per week calculated from the 30 <sup>th</sup> day.

- \*6 hours: As per threshold set in TMS
- SHA may decide to adopt latest guidelines in TAT released by NHA, which will be effective immediately starting from 3 days from the date of notice.
- \*\* Service Provider Default (SPD) is special termination clause in the agreement and triggering of which is a failure to meet baseline KPIs and will be considered as Default by ISA. Default herein shall occur if SPD trigger
  - o Occurs 8 (eight) times during any one year of the agreementIn this event, agreement with ISA is liable for termination and IRDAI shall be informed to take stringent actions against ISA under relevant rules. However, SPD triggers shall only be applicable from 3<sup>rd</sup> month of signing of the contract
- Penalty amount for Performance KPIs shall be calculated each month and deducted from the next TPA fees/installment to be paid to ISA.
- At any point during term of contract, if penalty amount is 10% of the total contract value, contract shall be liable to be terminated
- \*\*\* in case of claims processing, TAT will be determined as days during which claim is with ISA (Excluding the days claim is pending at EHCPs end)

*Example: 1*

*The day EHCP raises claim will be treated as Day 1*

*If ISA raises query on Day 4,*

*and EHCP complies with query on Day 10,*

*ISA takes action (accepting or rejection of claim) on Day 12*

*Payment on Day 15*

*in this case  $(4-1=3)$  days +  $(15-10=5)$  days, hence TAT determined is  $3+5=8$  days*

*Example 2:*

*The day EHCP raises claim will be treated as Day 1*

*If ISA raises query on Day 4,*

*and EHCP complies with query on Day 10,*

*ISA raises another query on Day 11*

*EHCP complies with second query on Day 14*

*EHCP accepts approves the claim on Day 16*

*Payment on Day 17*

*in this case  $(4-1=3)$  days +  $(11-10=1)$  days+  $(17-14=3)$  days, hence TAT determined is  $3+1+3=7$  days*

C. Audit Related KPIs				
SN	KPIs	Sample	Baseline KPI	Penalty
1	<b>Preauthorization Audits</b>	5% of total preauthorization's across disease specialities per quarter	100% compliance	Rs. 50,000 per missing audit report per quarter  If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
2	<b>Claims Audit (Approved Claims)</b>	5% of total claims of the quarter	100% compliance	Rs. 50,000 per missing audit report per quarter  If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
3	<b>Medical Audits</b>	5% of total hospitalization cases per quarter	100% compliance	Rs. 50,000 per missing audit report per quarter  If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
4.	<b>Death Audits</b>	100%	100% compliance	Rs. 50,000 Per missing death audit report per quarter  If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
5	<b>Beneficiary audit (during hospitalization)</b>	5% of total hospitalized beneficiaries in that quarter	100% compliance	Rs. 50,000 per missing beneficiary (on phone) audit report  If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
6.	<b>Beneficiary Audit-On Phone</b>	5% of total hospitalized beneficiaries in that quarter	100% compliance	Rs. 50,000 per missing beneficiary (on phone) audit report  If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers



7.	<b>Beneficiary Audit-Home Visit</b>	1% of total hospitalized beneficiaries in that quarter	100% compliance	Rs. 50,000 per missing beneficiary (on phone) audit report  If ISA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
8.	<b>Monthly Audit Report</b>	10% of total hospitalized beneficiaries including at least 1 hospital audit in that month (100% desk audit or 100% beneficiary audit not acceptable)	100% compliance	Rs. 50,000 per missing beneficiary audit report  ISA may include these audits in the quarterly audit reports. SAFU triggers and mortality case audits may be included in these reports. Failure to provide at least 1 hospital audit report every month will be considered as one instance of SPD triggers The reporting format will be as per annexure provided by NHA.
9	<b>NAFU/SAFU Triggers on Medical Audits</b>	Cases will be provided by NAFU/SAFU (within 7 or 15 days from the date of notice)	100% compliance	Rs 50,000 per missing medical audit report.  For audits in district capitals, reports shall be provided to SHA within 7 days from the date of notice. Areas other than district capitals shall be provided to SHA within 15 days from the date of notice.
<ul style="list-style-type: none"> <li>• While conducting the audit, IC shall ensure not more than 20% of sample size of overlapping of beneficiaries across audits except SN. 4.</li> <li>• Sample size shall be equally distributed across all the districts in the state and also ensuring coverage of all suspect entities</li> <li>• For the purpose of computing above audit percentages, cases from public hospitals shall be excluded. SHA may give directions regarding inclusion of cases from public hospitals for the audits.</li> <li>• If submitted audit report does not mention required sample size or details, it will be treated as non-submission of audit report</li> <li>• Audit reports shall contain details as required in Anti-Fraud Guidelines published by NHA</li> <li>• Insurer shall ensure audits to be conducted as prescribed by Anti-Fraud Guidelines, however penalty is only applicable on above audit reports</li> </ul>				

<b>D. Payment KPIs</b>			
<b>SN</b>	<b>Availability KPIs</b>	<b>Timeline</b>	<b>Penalty</b>
1.	<b>Fees Payment by SHA</b>	Fees payment as per schedule	Interest @ 1% on due premium amount for every 30 days' delay or part thereof shall be paid by the SHA to the ISA <sup>#</sup>
<p><sup>#</sup>: State government will bear cost of the penalty caused due to delay in premium payment and not to be booked under NHA's share</p>			

<b>E. Productivity* KPIs for Key Staff by ISA</b>				
<b>SN</b>	<b>Designation</b>	<b>Benchmark</b>	<b>Location</b>	<b>Brief Roles and Responsibilities</b>
1	<b>PPD</b>	100-120 Pre-authorization request per person per day	State Capital	<ul style="list-style-type: none"> <li>• Approve/assign/reject pre-auth request</li> <li>• Raise query/send for clarification to hosp.</li> <li>• Trigger investigation</li> </ul>
2	<b>CEX/CPD</b>	100-120 claims processing per person per day	SPO/Central Office of ISA	<ul style="list-style-type: none"> <li>• Verification on non technical documents, reports, dates verification</li> <li>• Forward case to CPD for processing with inputs</li> <li>• Verification of technical information eg. Diagnosis, clinical treatment, notes, evidences, etc.</li> <li>• Approve/assign/reject a claim</li> <li>• Raise query/as for clarification</li> <li>• Trigger investigation</li> </ul>
<ul style="list-style-type: none"> <li>• * ISA shall make the staff available as detailed in Schedule: 16, however productivity KPIs will be applicable on above staff on given parameters.</li> <li>• ISA shall ensure that preauthorization and claim approval and rejection shall be approved by an MBBS doctor</li> </ul>				

## Schedule 13: Indicative Fraud Triggers

### Claim History Triggers

1. Impersonation.
2. Mismatch of in house document with submitted documents.
3. Claims without signature of the AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary on pre-authorisation form.
4. Second claim in the same year for an acute medical illness/surgical.
5. Claims from multiple hospitals with same owner.
6. Claims from a hospital located far away from AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary's residence, pharmacy bills away from hospital/residence.
7. Claims for hospitalization at a hospital already identified on a "watch" list or black listed hospital.
8. Claims from members with no claim free years, i.e. regular claim history.
9. Same AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary claimed in multiple places at the same time.
10. Excessive utilization by a specific member belonging to the AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary Family Unit.
11. Deliberate blocking of higher-priced Package Rates to claim higher amounts.
12. Claims with incomplete/ poor medical history: complaints/ presenting symptoms not mentioned, only line of treatment given, supporting documentation vague or insufficient.
13. Claims with missing information like post-operative histopathology reports, surgical / anaesthetist notes missing in surgical cases.
14. Multiple claims with repeated hospitalization (under a specific policy at different hospitals or at one hospital of one member of the AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary Family Unit and different hospitals for other members of the AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary Family Unit), multiple claims towards the end of Policy Cover Period, close proximity of claims.

### Admissions Specific Triggers

1. Members of the same AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary Family Unit getting admitted and discharged together.
2. High number of admissions.
3. Repeated admissions.
4. Repeated admissions of members of the AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary Family Unit.
5. High number of admission in odd hours.
6. High number of admission in weekends/ holidays.
7. Admission beyond capacity of hospital.
8. Average admission is beyond bed capacity of the EHCP in a month.
9. Excessive ICU admission.
10. High number of admission at the end of the Policy Cover Period.

11. Claims for medical management admission for exactly 24 hours to cover OPD treatment, expensive investigations.
12. Claims with Length of Stay (LoS) which is in significant variance with the average LoS for a particular ailment.

Diagnosis Specific Triggers

1. Diagnosis and treatment contradict each other.
2. Diagnostic and treatment in different geographic locations.
3. Claims for acute medical illness which are uncommon e.g. encephalitis, cerebral malaria, monkey bite, snake bite etc.
4. Ailment and gender mismatch.
5. Ailment and age mismatch.
6. Multiple procedures for same AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary – blocking of multiple packages even though not required.
7. One-time procedure reported many times.
8. Treatment of diseases, illnesses or accidents for which an Empanelled Health Care Provider is not equipped or empanelled for.
9. Substitution of packages, for example, Hernia as Appendicitis, Conservative treatment as Surgical.
10. Part of the expenses collected from AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary for medicines and screening in addition to amounts received by the Insurer.
11. ICU/Medical Treatment blocking done for more than 5 days of stay, other than in the case of Critical Illness.
12. Overall medical management exceeds more than 5 days, other than in the case of Critical Illness.
13. High number of cases treated on an OOP basis at a given provider, post consumption of financial limit.

Billing and Tariff based Triggers

1. Claims without supporting pre/ post hospitalisation papers/ bills.
2. Multiple specialty consultations in a single bill.
3. Claims where the cost of treatment is much higher than expected for underlying etiology.
4. High value claim from a small hospital/nursing home, particularly in class B or C cities not consistent with ailment and/or provider profile.
5. Irregular or inordinately delayed synchronization of transactions to avoid concurrent investigations.
6. Claims submitted that cause suspicion due to format or content that looks "too perfect" in order. Pharmacy bills in chronological/running serial number or claim documents with colour photocopies. Perfect claim file with all criteria fulfilled with no deficiencies.
7. Claims with visible tempering of documents, overwriting in diagnosis/ treatment papers, discharge summary, bills etc. Same handwriting and flow in all documents from first prescription to admission to discharge. X-ray plates without date and side printed. Bills generated on a "Word" document or documents without proper signature, name and stamp.

General

1. Qualification of practitioner doesn't match treatment.
2. Specialty not available in hospital.
3. Delayed information of claim details to the Insurer.
4. Conversion of OP to IP cases (compare with historical data).
5. Non-payment of transportation allowance.
6. Not dispensing post-hospitalization medication to AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiaries.

## Schedule 14: Indicators to Measure Effectiveness of Anti-Fraud Measures

1. Monitoring the number of grievances per 1,00,000 AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiaries.
2. Proportion of Emergency pre-authorisation requests.
3. Percent of conviction of detected fraud.
4. Share of pre-authorisation and claims audited.
5. Claim repudiation/ denial/ disallowance ratio.
6. Number of dis-empanelment/ number of investigations.
7. Share of AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary Family Units physically visited by Scheme functionaries.
8. Share of pre-authorisation rejected.
9. Reduction in utilization of high-end procedures.
10. AYUSHMAN BHARAT - PRADHAN MANTRI JAN AROGYA YOJANA Beneficiary satisfaction.
11. Share of combined/ multiple-procedures investigated.
12. Share of combined/ multiple-procedures per 1,00,000 procedures.
13. Pre-authorisation pendency rate and Claim pendency rate per 100 cases decided OR percent of pre-authorisation decided after additional observation being attended + correlated with frauds detected as a consequence of this effort.
14. Instances of single disease dominating a geographical area/Service area are reduced.
15. Disease utilization rates correlate more with the community incidence.
16. Number of FIRs filed.
17. Number of enquiry reports against hospitals.
18. Number of enquiry reports against Insurer or SHA staff.
19. Number of charge sheets filed.
20. Number of judgments received.
21. Number of cases discussed in Empanelment and Disciplinary Committee.
22. Reduction in number of enhancements requested per 100 claims.
23. Impact on utilization.
24. Percent of pre-audit done for pre-authorisation and claims.
25. Percent of post-audit done for pre-authorisation and claims.
26. Number of staff removed or replaced due to confirmed fraud.
27. Number of actions taken against hospitals in a given time period.
28. Number of adverse press reports in a given time period.
29. Frequency of hospital inspection in a given time period in a defined geographical area.
30. Reduction in share of red flag cases per 100 claims.

## Schedule 15: Minimum Manpower Requirements

The Insurer 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:

SN	Designation	Number	Location	Minimum Qualification and experience	Brief Roles and Responsibilities
1	State Project Manager	1	<i>State Capital</i>	<i>NA</i>	<ul style="list-style-type: none"> <li>• Overall coordinator of ICs operations in the state</li> <li>• Single contact point for SHA for any coordination purpose</li> </ul>
2	District Coordinator	8	<i>District Capitals</i>	<i>NA</i>	<ul style="list-style-type: none"> <li>• Overall coordinator of ICs PM JAY activity in the district</li> <li>• Assistance to NO, PM JAY</li> </ul>
3	<i>PPD</i>	2	<i>State Capital</i>	<i>NA</i>	<ul style="list-style-type: none"> <li>• Approve/assign/reject pre-auth request</li> <li>• Raise query/send for clarification to hosp.</li> <li>• Trigger investigation</li> </ul>
4	CPD/CEX	2	<i>State Capital</i>	<i>At least 1 MBBS (local MBBS available only at Rs. 80,000 and above)</i>	<ul style="list-style-type: none"> <li>• Verification on non-technical documents, reports, dates verification</li> <li>• Verification of technical information eg. Diagnosis, clinical treatment, notes, evidences, etc.</li> <li>• Approve/assign/trigger/reject a claim</li> <li>• Raise query as for clarification</li> </ul>
5	Fulltime medical Auditors	1	<i>State Capital</i>	<i>NA</i>	<ul style="list-style-type: none"> <li>• Coordinate and conduct required periodical audit</li> <li>Finalize and submit audit report for the district/cluster to the state headquarter for finalization of state wise periodical audit</li> </ul>
6	Office Assistant	2	<i>State Capital</i>	<i>NA</i>	<ul style="list-style-type: none"> <li>• Call centres, report tabulation, BIS, etc.</li> <li>• Any other office work.</li> </ul>



## Schedule 16: Non-Disclosure Agreement

### NON-DISCLOSURE AGREEMENT

This Non- Disclosure Agreement (“Agreement”) is entered into on this ... day of \_\_\_\_\_, 2020 (“Effective Date”) by and between:

State Health Agency, \_\_\_\_\_ represented by the \_\_\_\_\_, having its office located at \_\_\_\_\_ which expression shall, unless repugnant to the context, include its successors and assigns (hereinafter referred to as “SHA”)

And

M/s. \_\_\_\_\_ a company registered under the Companies Act 1956 and having its registered office at \_\_\_\_\_ represented by Mr. \_\_\_\_\_ which expression shall, unless repugnant to the context include its successors (hereinafter referred as "the Insurer") SHA and Insurer shall hereinafter be referred individually as Party/ as specified hereinabove and jointly as “Parties”.

Whereas:

A. SHA is constituted with an objective of \_\_\_\_\_.

B. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) in alliance with state governments. AB PM-JAY is targeting over 10 crore poor and vulnerable beneficiary families. Thus, SHA is playing a critical role in fostering linkages as well as convergence of ABPM-JAY with health and related programs of the Central and State Governments.

C. The Insurer is carrying on business of \_\_\_\_\_.

D. SHA is [contemplating engaging the services of the Insurer) for [specify Purpose] (the “Purpose”) and for this Purpose, the Insurer shall come into contact with certain confidential information;

E. SHA desires to ensure that strict confidentiality is maintained by the Insurer regarding its relationship with SHA and also regarding the confidential information which comes to the knowledge of Insurer in connection with the Purpose;

F. The Parties desire to set forth their rights and obligations with respect to the use, dissemination and protection of the confidential information accessed by the Insurer.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed as follows:

#### 1. Definitions

In this Agreement, the following terms shall have the following meanings:

“Confidential Information” shall include all information or data, whether electronic, written or oral, relating to AB- PMJAY Scheme , SHA ’s business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, 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, that is supplied by SHA to the Insurer or otherwise acquired/ accessed by the Insurer during the course of dealings between the Parties or otherwise in connection

with the Purpose. Confidential Information may also include the Confidential Information related to AB PMJAY Scheme, SHA 's/ other SHA 's clients, licensors, alliances, contractors and advisors. "Personal Data" and "Sensitive Personal Data" shall have the meanings as assigned to them under applicable law of India.

## 2. Supply and Use of Confidential Information

- (a) The Insurer shall use Confidential Information only for the Purpose or in relation to the definitive written agreement between the Parties (if any or is subsequently entered into) in connection with the Purpose, pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the business objective relating to the Purpose or the termination/ expiry of such definitive written agreement in connection with the Purpose, and upon the written request of SHA, an authorized officer of the Insurer shall promptly, at the option of SHA, either return to SHA or destroy all Confidential Information in the Insurer's possession or control, and shall certify to SHA as to such return or destruction.
- (b) The Insurer shall not disclose the Confidential Information to any third party without SHA 's prior written consent. The Insurer may disclose the Confidential Information to its employees, on a strict need to know basis in connection with the Purpose provided such employees are bound under confidentiality agreements which are at least as restrictive as this Agreement.
- (c) The Insurer shall exercise the same degree of care with respect to SHA 's Confidential Information as the Insurer takes to safeguard and preserve its own confidential and/or proprietary information provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure of the Confidential Information, the Insurer shall immediately notify SHA in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the Insurer's obligations or liabilities for breach hereunder.
- (d) The Insurer shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place, within the Insurer's organization, to prevent any unauthorized or unlawful disclosure or processing of Confidential Information and the accidental loss or destruction of or damage to such Confidential Information. The Insurer will comply with applicable data protection and privacy legislation in this regard.
- (e) To the extent it is a transferee of Personal Data from SHA, the Insurer shall be under and shall assume identical and/or similar obligations that of SHA under the applicable data protection and privacy legislation in this regard relating to such Personal Data.
- (f) The Insurer shall notify SHA forthwith from the time it comes to the attention of the Insurer that Confidential Information (including Personal Data) transferred by SHA to it has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing. The obligation contained above shall survive any termination/expiration of the Agreement.

## 3. Limitations:

This Agreement shall not restrict disclosure of information that, the Insurer can evidence through sufficient documentation:

- (a) was, at the time of receipt, otherwise known to the Insurer without restrictions as to use or disclosure; or
- (b) was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the Insurer;

## 4. Exclusion:

The Insurer may disclose Confidential Information, strictly to the extent such disclosure is compulsorily required under applicable law (including court order), to a regulatory authority or a court of law with competent jurisdiction over the Insurer, provided that the Insurer will first have provided SHA with immediate written notice of such required disclosure and will take reasonable steps to allow SHA to seek a protective order with respect to the Confidential Information required to be disclosed. The Insurer will promptly cooperate with and assist SHA in connection with obtaining such protective order.

5. No Warranty:

SHA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION.

6. No License:

No license or conveyance of any rights held by SHA under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.

7. No Formal Business Obligations:

This Agreement shall not constitute, create, give effect to or otherwise imply (i) a joint venture, pooling arrangement, partnership or formal business organization of any kind, or (ii) any obligation or commitment on SHA to submit a proposal or to enter into a further contract or business relationship with the Insurer, or (iii) any obligation on SHA to disclose, supply or otherwise communicate any information, general or specific, to the Insurer. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of efforts of either or both Parties.

8. Confidentiality and Intellectual Property Notices:

The Insurer shall not (nor shall it permit or assist others to) alter or remove any confidentiality label, proprietary label, patent marking, copyright notice or other legend (singularly or collectively, “Notices”) placed on the Confidential Information, and shall maintain and place any such Notices on applicable Confidential Information or copies thereof.

9. Governing Law and Jurisdiction:

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 Delhi. 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 [New Delhi] shall have jurisdiction in relation to any dispute between the Parties under this Agreement.

10. Injunctive Relief and Damages:

The Insurer acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may

be available at law or in equity, the SHA shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The SHA shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. Additionally, the Insurer agrees to keep SHA indemnified against any losses or damages (including reasonable attorneys' fees) arising due to the breach of this Agreement by the Insurer.

11. Miscellaneous: ▪ Amendment: This Agreement may be amended or modified only by a written agreement signed by both of the Parties.

▪ Relationship: The Parties to this Agreement 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 for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the Insurer, the SHA or any third-party as a result of this Agreement.

▪ Assignment: Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

▪ Severability: In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

▪ Waiver: Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

12. Termination and Survival:

This Agreement shall commence as of the date written above and shall remain in effect for a period \_\_\_\_\_ unless terminated earlier by SHA by (i) giving fourteen (14) days' written notice of termination to the Insurer at any time, or (ii) giving notice effective immediately following a breach by the Insurer. Notwithstanding the foregoing, any obligations imposed on the Insurer under this Agreement, including confidentiality obligations, that by their very nature survive the termination or expiry of this Agreement shall so survive the termination or expiry of this Agreement.

13. No Publicity:

No press release, advertisement, marketing materials or other releases for public consumption concerning or otherwise referring to the terms, conditions or existence of this Agreement shall be published by the Insurer. The Insurer shall not promote or otherwise disclose the existence of the relationship between the Parties evidenced by this Agreement or any other agreement between the Parties for purposes of soliciting or procuring sales, clients, investors or other business engagements.

14. Non-Solicitation:

Except as may be otherwise agreed in writing between the Parties, during the term of this Agreement and for twelve (12) months thereafter, neither the Insurer nor any of its affiliates, shall offer employment to or employ any person employed (then or within the preceding twelve (12) months) by SHA if such person had interacted with the Insurer or its affiliates, directly or indirectly, in relation to the Purpose or was involved in performing responsibilities in relation to the Purpose.

15. No Conflict:

The Insurer represents and warrants that the performance of its obligations hereunder does not, and shall not, conflict with any of its other agreement or obligation to which it is bound.

16. Entire Agreement; Counterparts:

This Agreement together with any other definitive written agreement executed or to be executed between the Parties relating to the Purpose constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and made effective from the Effective Date first written above.

SIGNED for and on behalf of  
SHA  
By \_\_\_\_\_  
Title \_\_\_\_\_ (authorized  
signatory)  
Date \_\_\_\_\_

SIGNED for and on behalf of  
Insurer  
By \_\_\_\_\_  
Title \_\_\_\_\_ (authorized  
signatory)  
Date \_\_\_\_\_

## Schedule 17: Individual Confidentiality Undertaking

### UNDERTAKING

I, [*Insert Name*], the undersigned, acknowledge that as an employee/ staff of \_\_\_\_\_ (“**Insurer**”), I will be working as a team member of the company project team which is providing, or shall provide, certain services to State Health Agency (SHA) as per the terms and conditions of the Agreement dated \_\_\_\_\_.

In this regard, I confirm that I have fully read and understood all the terms and conditions of the Agreement executed between SHA and Insurer, in particular to the contents below. With effect from \_\_\_\_\_], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalised terms contained in this letter shall have the meaning attributed to them under the Agreement.

Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. I shall not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee or partner of Insurer or other Insurer Firms, other than those working or advising on the Services or those who need to access such information on a strict need to know basis.
2. If approached by any third party or Insurer employee/staff (where such employee/ staff do not require access to the Confidential Information on a need to know basis) to provide any Confidential Information relating to the Services, I shall immediately inform the Insurer and/or SHA and shall not disclose any such information unless approved.
3. I shall not remove or destroy any documents, data, files or working papers in whatsoever form (including but not restricted to any in electronic form) in respect of the Services, without the written consent of Insurer.
4. In the event that I leave the employment of Insurer or my association with Insurer gets terminated, I shall not discuss/ disclose thereafter any Confidential Information with/ to any other party.
5. I voluntarily waive all my rights and disclaim my ownership on any work and/or deliverables to be performed while deployed at Insurer/ SHA for the purposes of Agreement.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with Insurer. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with Insurer.

Signature: \_\_\_\_\_

Name (in block letters): \_\_\_\_\_

Telephone #: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule 18: Template for Claim Adjudication Audit

Format for Claim Adjudication Audit will be provided by SHA on case to case basis.

## Schedule 19: Format of Performance Security

(See Clause 8.2)

[On Appropriate Stamp Paper]

**Bank Guarantee No. [●]**

**THIS DEED OF GUARANTEE** is executed on this [*insert date*] day of [*insert month and year*] at [*insert place*] by [*insert name of bank and branch*] with its head/registered office at [*insert address*], (hereinafter referred to as the “**Guarantor**”, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

**IN FAVOUR OF:**

(*insert name of SHA*), a society formed under the [*insert name of act*], with its principal office at [*insert address*] (hereinafter referred to as the “**SHA**”, which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigns).

**WHEREAS:**

(A) .....(the “**ISA**”) and the SHA have entered into a Contract dated [*insert date*] (the “**Agreement**”) for the implementation of Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana in [*insert name of state*], subject to and in accordance with the provisions of the Agreement.

(B) Clause 8.2 of the Agreement requires the ISA to furnish an unconditional, irrevocable, on demand bank guarantee to the SHA in a sum of Rs (*insert amount numbers*) (Rupees *insert amount in words*) (the “**Guarantee Amount**”) as security for the due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term (as defined in the Agreement) and for a period of 60(sixty) Business Days following the Transfer Date (as defined in the Agreement) (the “**Guarantee Period**”).

(C) At the request of the ISA and for sufficient consideration, the Guarantor has agreed to provide this unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the ISA of its obligations and liabilities under the Agreement.

**NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:**

1. The Guarantee is given on consideration received from the ISA, the receipt and sufficiency of which is hereby acknowledged.
2. The Guarantor hereby unconditionally and irrevocably guarantees and secures, as primary obligor and not merely as guarantor, to the SHA the due and faithful performance of the obligations of the ISA during the Guarantee Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the SHA, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the ISA, such sum or sums up to an aggregate sum of the Guarantee Amount as the SHA shall claim, without the SHA being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guarantee Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by the SHA against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the SHA receives the full amount due hereunder as if no such withholding had occurred.

3. A letter from the SHA, under the hand of an Officer not below the rank of (*add rank of the officer i.e. Deputy/Joint/Additional Secretary to the State Government as appropriate*) to the Guarantor that



the ISA has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Guarantor. The Guarantor further agrees that the SHA shall be the sole judge as to whether the ISA is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the ISA is in default shall be final, and binding on the Guarantor, notwithstanding any differences between the SHA and the ISA, or any dispute between them pending before any court, tribunal, arbitrators or any other SHA or body, or by the discharge of the ISA for any reason whatsoever.

The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

4. It shall not be necessary, and the Guarantor hereby waives any necessity, for the SHA to proceed against the ISA or any other person before presenting to the Guarantor its demand under this Guarantee, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreement or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the ISA or any change in ownership of the ISA or any purported assignment by the ISA or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.

6. The SHA shall have the liberty, without affecting in any manner the liability of the Guarantor under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the ISA contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the SHA against the ISA, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the SHA, and the Guarantor shall not be released from its liability and obligation under these presents by any exercise by the SHA of the liberty with reference to the matters aforesaid or by reason of time being given to the ISA or any other forbearance, indulgence, act or omission on the part of the SHA or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Guarantor from its liability and obligation under this Guarantee and the Guarantor hereby waives all of its rights under any such law.

7. If, and to the extent that for any reason the ISA enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the ISA of the Guarantee Amount becomes or may reasonably be expected to become impossible, then the Guarantee Amount shall be promptly paid by the Guarantor to the SHA on demand.

8. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the SHA in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the ISA under the Agreement.

9. So long as any amount is due from the ISA to the SHA, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the ISA, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the ISA or any such other Person in competition with the SHA. If the Guarantor receives any payment or benefit in breach of this Clause 9, it shall hold the same upon trust for the SHA.

10. Notwithstanding anything contained hereinbefore, the liability of the Guarantor under this Guarantee is restricted to the Guarantee Amount and unless a demand or claim in writing is made by the SHA on the Guarantor under this Guarantee, during the Guarantee Period, all rights of the SHA

under this Guarantee shall be forfeited and the Guarantor shall be relieved from its liabilities hereunder.

11. This Guarantee shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the ISA for release of the Guarantee along with the particulars required to satisfy the expiry of Guarantee Period, duly certified by a statutory auditor of the ISA, the SHA shall release the Guarantee forthwith.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from the SHA, such notice to be issued promptly upon such occurrence.

12. The Guarantor undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the SHA in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Guarantor.

13. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Guarantor at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the SHA that the envelope was so posted shall be conclusive.

14. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement.

15. The Guarantor represents and warrants to the SHA that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;

(b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;

(d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or SHA, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

(e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in *(insert name of district/city)* at *[insert address of branch in that city/district]*.

16. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which the SHA would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of the SHA to any other or further action in any circumstances without notice or demand.

17. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with the SHA to replace the invalid, illegal or unenforceable provision.

18. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

19. The SHA may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

20. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee will be adjudicated in accordance with the provision of the Arbitration and Conciliation Act, 1996.

21. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Agreement.

**IN WITNESS WHEREOF** the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
the GUARANTOR by:

(Signature)

Of [*insert name of signatory*]

It's [*insert designation*] and duly authorized representative

Authorized by [Power of Attorney dated [*insert date*]] **OR** [Board resolution dated [*insert date*]].

(Name)

(Designation)

(Code Number)

(Address)

NOTES: