



सत्यमेव जयते

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Sharaney
30/11/2023

LB 0014617863

Vice-Chancellor

Sumandeep Vidyapeeth

An institution deemed to be a university
Vill. Piparia, Taluka Waghodia,
Dist. Vadodara-391 760. (Gujarat)

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Agreement with Empanelled Health Care Providers for Implementation of AB- PMJAY MA and MAV





This Agreement (hereinafter referred to as "Agreement") made at **Vadodara** on this **First** day of **July 2021**.

BETWEEN

Bajaj Allianz General Insurance Company Limited, a Company registered under the provisions of the Companies Act, 1956 and having its registered office Bajaj Allianz House, Airport Road, Yerawada, Pune-411006 (hereinafter referred to as "Insurance Company" or "Insurer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors, affiliate and assigns) as party of the **FIRST PART**.

And

_____, a company incorporated under the provisions of the Companies Act, 1956/2013 having its Registered Office at _____ (hereinafter referred to as "TPA" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and assigns) as party of the **SECOND PART**

And

Dhiraj Hospital, Sumandeep Vidyapeeth an institution located in **Vadodara**, having their registered office at **Pipariya, Tal: Waghodia, Dist: Vadodara** (hereinafter referred to as "Empanelled Health care Provider" or "EHCP", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors-in-interest and permitted assigns) as party of the **THIRD PART**

For providing services under Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (AB- PMJAY)

Between

_____ And _____ and **Dhiraj Hospital, Sumandeep Vidyapeeth** Health Care Provider, who is willing to join the AB-PMJAY MA and MAV provider network and is agreed to extend cashless medical facilities for surgical/ medical management procedures as per "AB-PMJAY MA and MAV benefit cover for secondary and tertiary care hospitalizations only in the specialties which are available in the NHCP to all eligible AB-PMJAY MA and MAV families on family floater basis". No OPD treatment / care will be covered under AB-PMJAY MA and MAV.

The EHCP, Insurance Company and TPA are individually referred to as a "Party" or "party" and collectively as "Parties" or "parties")

1. STANDARD DEFINITIONS & INTERPRETATIONS:

- a. **AB-PMJAY MA and MAV** shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB-PMJAY MA and MAV) NHA shall mean the National Health Authority, the apex body for setting policy, design and roll-out of AB-PMJAY MA and MAV.
- b. **SUM INSURED** shall mean the sum of Rs. 500000 per AB-PMJAY MA and MAV Beneficiary Family Unit per annum or any other coverage as determined by the Gujarat Government/ Government of India from time to time under AB-PMJAY MA and MAV.





- c. **BENEFICIARY FAMILY UNIT** refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational unorganised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State/ UT Government along with the existing MA and MA Vatsalya Beneficiary Families not figuring in the SECC Database of the State / UTs Referred to as PMJAY Beneficiary Family Unit henceforth in the document.
- d. **BENEFIT COVER** refers to the treatment package i.e care requiring inpatient hospitalization and specific day care conditions that the insured families would receive under the AB-PMJAY MA and MAV as may be decided by Government of India from time to time.
- e. **EMPEANELLED HEALTHCARE PROVIDER (EHCP)** shall refer to Empaneled Health Care Provider, that is, private that have been empaneled by the Insurance Company and the TPA across Gujarat under AB-PMJAY MA and MAV.
- f. **National Transactional Management System (NTMS)** refers to National TMS portal for providing services for outside state beneficiaries.
- g. Day care treatment refer to the treatment requiring less then 24hrs of hospitalization.
- h. Home State refers to the State from where AB-PMJAY MA and MAV beneficiaries belongs.
- i. **State Health Agency (SHA)** refers to the agency which are set up by State Governments for implementing and managing AB-PMJAY MA and MAV in their respective states PAYER shall mean SHA or other entity responsible for the actual payment for Covered Services rendered to AB-PMJAY MA and MAV beneficiaries. Payers may also include intermediaries hired by SHA such as Insurance companies.
- j. **BENEFIT PACKAGE & RATES:** Each benefit/ hospitalization package is standardized that includes all benefits required during the entire episode of care in respect to the identified ailment, such as Medical examination, treatment, and consultation
- Medicine and medical consumables
 - Non-intensive and intensive care services
 - Diagnostic and laboratory investigations
 - Medical implant(s) (where necessary)
 - Accommodation benefits for the patient
 - Food services for beneficiary admitted
 - Administrative services
 - Transport allowance of Rs.300 per visit
 - Expenses incurred for diagnostic test and medicines before the admission of the patient leading to the package
 - At discharge, diagnostic tests and medicines required for recovery from the same ailment/ surgery up to a limit of 15 days shall be provided by the treating health facility.
 - In the case of cancer treatments, preliminary investigations done towards approval of the appropriate clinical treatment approach to be included in the approved treatment package.





- Investigations not available in EHCP shall be done by referring to outside facility, payment to which shall be made by the EHCP.
- In case of non-availability of required treatment facilities or implants, the patient will be referred to some other empaneled hospital with those facilities. Health Services shall mean all services necessary or required to be rendered by the Institution under an Agreement with an Insurer/ TPA in connection with "health insurance business" or "health cover" but does not include the business of an insurer and or an insurance intermediary or an insurance agent.

k. **Third Party Administrators or TPA"** means a company registered under the IRDAI (Third Party Administrators - Health Services) Regulations, 2016 notified by the Authority, and is engaged, for a fee or remuneration by an Insurer, for the purposes of providing Health Services.

2. BACKGROUND

As part of the comprehensive health care vision of the Government of India, the Ayushman Bharat Pradhan Mantri-Jan Arogya Yojana (AB-PMJAY MA and MAV) provides financial coverage related to hospitalization up to five lakh rupees to more than 10 crore poor and vulnerable households (approx. 50 crore beneficiaries). With the choice of accessing services at both public and private providers across the country, this ambitious mission aids in protecting beneficiary households against health-related contingencies across the life cycle. To operationalize the scheme at the National level, and to rollout the scheme in coordination with the various State Governments, the NHA has been established. At the State level for the scheme implementation the State Health Agency (SHA), Gujarat has been established. The SHA has hired the Insurance Company and further Insurance Company has appointed TPA for its effective implementation in the Gujarat.

Ensuring access to and delivery of safe, quality health services to its beneficiaries is core to the vision of AB-PMJAY MA and MAV. Health care services under AB-PMJAY MA and MAV will be provided through a network of public hospitals and empaneled private healthcare providers. The government is committed to developing a strategic partnership with providers so that the vision of AB-PMJAY MA and MAV becomes a reality. Empanelment of health care providers and institutions is a key aspect of this partnership.

In the above regard, it has been decided to bring all medical establishments having inpatient hospitalizations under MoHFW, PSU hospitals situated in different states, and other medical establishments as decided by SHA from time to time.

3. PURPOSE

The purpose of this document is to specify the specific agreements the NHA, Insurance Company, TPA and the EHCP will adopt to implement collaboration for strengthening service delivery under AB PMJAY MA and MAV. This document lays down a broad road map for the proposed technical collaboration between the Parties and identifies areas of cooperation on a long-term basis.

4. SCOPE OF SERVICES

- a. The EHCP undertakes to provide the health services to beneficiaries in a precise, reliable and professional manner to the satisfaction of NHA and in accordance with additional instructions issued by respective State Health Agency/Insurer in writing from time to time.
- b. The EHCP will treat the beneficiaries as per the prevailing standard healthcare practices.
- c. The EHCP will extend priority admission facilities to the beneficiaries, whenever possible.
- d. The EHCP shall provide treatment/interventions to beneficiary as per specified packages and rates mentioned in Annex 2.



- e. The following is agreed among the parties regarding the packages:
The treatment/interventions to AB-PMJAY MA and MAV beneficiaries shall be provided in a complete cashless manner. Cashless means that for the required treatment/interventions the payment shall be made by the concerned SHA or the Insurance Company or both (if applicable) as per package rates and no payment shall need to be done by the AB-PMJAY MA and MAV beneficiary undergoing treatment/intervention or any of his/her family member till such time there is balance amount left in sum insured.
- f. The various benefits under AB-PMJAY MA and MAV which EHCP shall provide include,
- hospitalization
 - Day care treatment (as applicable)
 - Pre and post hospitalization
 - New born/children care (as applicable)
 - Transport allowance of Rs.300 per visit
- g. An EHCP can provide these benefits subject to exclusions mentioned in Annex 1 and subject to availability of sum insured/remaining available cover balance and subject to pre-authorization for selected procedures by the Insurance Company or TPA.
- h. However, the EHCP is eligible to provide treatment/interventions to beneficiaries only for those clinical specialties for which it has been empaneled.
- i. The EHCP agrees that in future if it adds or foregoes any clinical specialty to its services, the information regarding the same shall be provided to the Insurance Company and or TPA in written, or through the hospital empanelment portal, Insurance Company and or TPA then shall update the empanelment status of the EHCP after due process.
- j. The charges payable to EHCP for medical/ day care/surgical procedures/ interventions under the Benefit package will be no more than the package rate agreed by the Parties, as per the latest arrangement. The EHCP shall be paid for the treatment/intervention provided to the beneficiary based on package rates determined as below-
- If the Package Rate for a medical treatment or surgical procedure requiring Hospitalisation or Day Care Treatment (as applicable) is fixed as in Annex 2 then it shall apply.
 - If the Package Rate for any surgical procedure requiring Hospitalisation or Day Care Treatment (as applicable) is not listed in Annex 2, then the SHA/Insurer, or TPA on their behalf, may pre-authorise an appropriate amount up to a limit of Rs. 1,00,000 to an eligible AB PMJAY MA and MAV beneficiary
 - In case an AB-PMJAY MA and MAV Beneficiary is required to undergo multiple surgical treatment, then preauth can be raised for a set of 2 or more procedure. At the time of payment the highest Package Rate shall be reimbursed at 100%, thereupon the 2nd treatment package shall be reimbursed at 50% of Package Rate and 3rd treatment package shall be at 25% of the Package Rate as configured in the transaction management software.
 - Surgical and Medical packages will not be allowed to be availed at the same time.
- k. Certain packages as mentioned in **Annex 2** will only be reserved for Public EHCPs as decided by the SHA. They can be availed in Private EHCPs only after a referral from an empanelled Public Hospital/ EHCP is made.



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- l. These Package Rates (in case of surgical or defined day care benefits) will include:
 - Registration Charges
 - Bed charges (General Ward in case of surgical),
 - Nursing and Boarding charges,
 - Surgeons, Anesthetists, Medical Practitioner, Consultants fees etc.
 - Anesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc.,
 - Medicines and Drugs,
 - Cost of Prosthetic Devices, implants,
 - Pathology and radiology tests: radiology to include but not be limited to X-ray, MRI, CT Scan, etc. (as applicable)
 - Food to patient
 - Transport allowance of Rs.300 per visit
 - Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the patient in the same hospital and cost of diagnostic tests and medicines and upto 15 days of the discharge from the hospital for the same ailment/ surgery. Any other expenses related to the treatment of the patient in the EHCP.

- m. If the treatment cost is more than the benefit coverage amount available with the beneficiary families then the remaining treatment cost will be borne by the AB-PMJAY MA and MAV beneficiary family as per the package rates defined in this document. Beneficiary will need to be clearly communicated in advance about the additional payment. The follow up care prescription for identified packages are set out in **Annex 2**. The EHCP shall ensure that medical treatment/facility under this agreement should be provided with all due care and accepted standards is extended to the beneficiary. EHCP agrees to provide treatment to all eligible beneficiaries subject to sum insured available and as per agreed Package Rate from all over the India. The EHCP shall be paid as per the National Package Rates and not as per the package rates applicable in the beneficiary State. The EHCP agrees not to discriminate between the beneficiaries on any basis. The EHCP shall allow the Insurer/TPA,, District officials, NHA/SHA state officials to visit the beneficiary while s/he is admitted in the EHCP. The Insurer/TPA, District health officials, NHA/SHA shall not interfere with the medical team of the / EHCP, however the Insurer/TPA,, District officials, NHA/SHA reserve the right to discuss the treatment plan with treating doctor. Further access to medical treatment records and bills prepared in the EHCP will be allowed to the Insurer/TPA,, District officials, NHA/SHA on a case to case basis with prior appointment from the EHCP. The EHCP shall also endeavor to comply with future requirements of the Insurer/TPA, NHA/SHA to facilitate better services to beneficiaries e.g. providing for standardized billing, ICD coding or implementation of Standard Clinical and Treatment Protocols and if mandated by statutory requirement both parties agree to review the same. The EHCP agrees to have claims audited on a case to case basis as and when necessary through the Insurer, SHA/NHA audit team. This will be done on a pre-agreed date and time and on a regular basis. The EHCP will convey to its medical consultants to keep the beneficiary only for the required number of days of treatment and carry only the required investigation & treatment for the ailment, which she/he is admitted. Any other incidental investigation required by the patient on their own request needs to be approved separately through TMS and if it is not covered under the policy will not be paid by SHA and the EHCP, if required, needs to recover it from the patient.

- n. Insurance Company reserves the right to inspect and audit, either itself or through external third parties instructed by it, EHCP's and its personnel's compliance with this Agreement by way of inspection and audit controls. In this regard EHCP and its personnel used by the EHCP to provide the Services under this Agreement hereby agree that they will provide the required help and support to allow for such inspection and audit by Insurance Company for the limited purpose of this Agreement. Insurance Company will, to the extent





possible, provide EHCP with reasonable prior notice, but in exceptional cases such prior notice shall not be applicable in the discretion of Insurance Company. Insurance Company will conduct such audits, to the extent feasible, only during normal business hours and in a manner that will result in a minimum of inconvenience and disruption to EHCP's operations.

5. Declarations and Undertakings of EHCP:

- i. The EHCP undertakes that they have obtained all the registrations/ licenses/ approvals required by law in order to provide the services pursuant to this agreement and that they have the skills, knowledge and experience required to provide the services as required in this agreement.
- ii. The EHCP undertakes to uphold all requirement of law in so far as these apply to it and in accordance to the provisions of the law and the regulations enacted from time to time, by the local bodies or by the central or the state govt. The EHCP declares that it has never committed a criminal offence which prevents it from practicing medicine and no criminal charge has been established against it by a court of competent jurisdiction.
- iii. The EHCP shall provide the best medical facilities to the beneficiary in line with RFP issued by SHA and also comply with all the applicable IRDAI guidelines from time to time and Health Insurance Regulations 2016 and amendments thereof.

6. General responsibilities & obligations:

- i. Ensure that no confidential information is shared or made available by the EHCP or any person associated with it to any person or entity not related to the EHCP without prior written consent of the Insurer/TPA, NHA /SHA.
- ii. The EHCP shall provide cashless facility to the beneficiary in strict adherence to the provisions of the Agreement.
- iii. The EHCP may have their facility covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies current during entire tenure of the Agreement. The cost/ premium of such policy shall be borne solely by the EHCP.
- iv. The EHCP shall provide the best of the available medical facilities to the beneficiary.
- v. The EHCP will hire dedicated person(s) called Pradhan Mantri Arogya Mitra to manage the help desk and facilitate the ABPM-JAY beneficiaries in accessing the benefits under AB PMJAY MA and MAV as per the guidelines of NHA. The cost of engaging the Pradhan Mantri Arogya Mitras will need to be entirely borne by the EHCP (Private/Public).
- vi. The EHCP shall also have at least two contact persons nominated for all matters related to AB PMJAY MA and MAV; one person from clinical team (a doctor who is actively engaged in the treatment of the patients) and one officer in the administration department assigned for AB-PMJAY MA and MAV. These officers will eventually be required to make themselves trained with the processes described in AB-PMJAY MA and MAV.
- vii. The EHCP shall endeavor to make their team including Arogya Mitras and contact persons actively participate in all AB-PMJAY MA and MAV trainings and workshops to be organized by NHA from time to time. NHA will organize trainings for Arogya Mitras and other contact persons of EHCP. In addition, the EHCP may also be required to conduct trainings for its staff regarding AB-PMJAY MA and MAV at their premise with the help of NHA. The cost of attending such trainings and organizing trainings shall be borne by the EHCP unless otherwise agreed with the Insurer/TPA, NHA /SHA.
- viii. If EHCP has qualified for full accreditation of NABH, it will receive an additional 10% over and above the package rate it means (Base package+10%).
- ix. The EHCP agrees that it shall display their status of preferred service provider of AB-PMJAY MA and MAV at their main gate, reception/ admission desks along with the display as per the standard template



designed by the NHA/ SHA whenever possible for the ease of the beneficiaries. Format, design and other details related to these sinages as published on the <https://pmjay.gov.in/iec-materials>.

- x. Parties shall duly comply with applicable anti- bribery laws or regulations in India.
- xi. **Security precautions:** (a) EHCP and TPA shall ensure and also take steps to see that it ensured that its IT servers, systems and network has/is/are (a) always in India and shall not be outside India, (b) protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data and is secure against unauthorized entry or access (c) with standard transmission and encryption formats in order to protect the Confidential Information from any disruption, hacking, (d) protected against loss or destruction and arrangements have been made for disaster recovery at a location different from the existing place (e) privacy of Confidential Information are adequately protected and (f) robust firewall, intrusion detection, data encryption, disaster recovery and other internet information security management systems which shall not be less than the reasonable security practices and procedures as prescribed under Information Technology Act read with (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 or any amendments/modifications thereof, and/or the regulator rules and regulations. Any loss incurred to the Insurer as a result of the Hotlink being breached solely due to not taking security measures by EHCP, TPA and SHA, its employees, contractors, agents, etc and/or on the) EHCP, TPA, and SHA Site, shall be borne solely by (EHCP, TPA and SHA) EHCP, TPA and SHA agrees to indemnify, defend and hold harmless the Insurer from any claims, actions, damages or losses arising out or in relation thereto and failure to implement such reasonable security practices and procedures shall result in not only Insurer proceeding to take suitable steps/action against EHCP, TPA and SHA, but also EHCP and TPA shall make itself liable to pay damages by way of compensation to Insurer and to the persons so affected.
- xii. EHCP shall ensure to abide by all the applicable terms and conditions of the RFP for the implementation of AB-PMJAY in the state of Gujarat. EHCP shall submit bank guarantee in the prescribed format to Insurance Company as per Schedule 20 of the RFP and as per Annex 7 of this Agreement.
- xiii. EHCP shall ensure to abide by all applicable Indian laws for the purpose of this Agreement.

7. PROVISIONS:

- a. **Registration into the AB-PMJAY MA and MAV provider network:** EHCP will be providing treatment to patients from all over the country. EHCP needs to provide information about the establishment online at the nation-wide empanelment interface to be registered into the AB-PMJAY MA and MAV provider network.
- b. **Cashless service provision:** AB-PMJAY MA and MAV beneficiaries shall be provided treatment free of cost for all such ailments covered under AB-PMJAY MA and MAV within the limits/ sub-limits and sum insured. The EHCP shall be reimbursed as per the package cost applicable specified in the 'AB-PMJAY MA and MAV benefits manual' for such treatments and pre-authorized amount in case of unspecified packages. Under no circumstances shall EHCP charge any money extra within the treatment period of package.
- c. **Identification of beneficiaries:** Beneficiaries will be identified using Aadhaar and/or Ration Card and/or any other specified identification document produced by the beneficiary at the point of contact. This would undergo pre-authorization from the Home State of the AB-PMJAY MA and MAV beneficiary online. The requisite process, training to personnel and guidelines will be imparted/communicated by the Insurer/TPA, NHA /SHA.





- d. **Pre-Authorization:** All procedures shall be subject to mandatory pre-authorization by the Home State of beneficiary. Approval for pre-authorization will be coordinated online.
- e. **Human Resource Requirements:** EHCP needs to appoint a Medical Coordinator (Part time) & a Non-Medical Coordinator (Full time) to facilitate beneficiary management.
- i. The non-medical coordinator called PM Arogya Mitra will manage the helpdesk established within the premise of EHCP for the patients visiting the hospital, acting as a facilitator for beneficiaries and are the face of the scheme for the beneficiaries. Their role will include helping in beneficiary identification & verification at reception, preauthorization, claim settlement, follow-up and Kiosk-management (including proper scheme IEC).
- ii. The medical coordinator will be an identified doctor(s) in the hospital who will facilitate submission of online pre-authorization and claims requests, follow up for meeting any deficiencies and coordinating necessary and appropriate treatment in the hospital
- f. **Structural Requirements:** EHCP will provide space for a kiosk for AB-PMJAY MA and MAV beneficiary management at the hospital reception.
- i. These kiosks need to be equipped with IT Hardware requirements such as desktop/laptop with internet, printer, webcam, scanner/ fax, bio-metric device etc. as mandated by the NHA / SHA from time to time. Ensure appropriate promotion of AB-PMJAY MA and MAV in and around the hospital (display banners, brochures etc.) towards effective publicity of the scheme in co-ordination with the Insurer/TPA, ISA, District officials, NHA /SHA team.
- ii. Input for setting up the above infrastructure and services can be extended by the Insurer/TPA, ISA, NHA /SHA. (Training, Capacity building, Technical support, Technical specification and design for material)
- iii. Guidelines of AB-PMJAY MA and MAV kiosk management will be shared by SHA / NHA.
- g. **National Portability:** The NHA has laid down the process and terms for extending portability of benefits to all AB-PMJAY MA and MAV beneficiaries across the EHCP network in India. The will be applicable to all empanelled hospitals across India.
- h. **IT System and Technical Support:** The NHA / SHA shall provide an IT platform with functional modules for identification of eligible beneficiaries, transaction and claim management and provision of all services under AB-PMJAY MA and MAV, through NTMS (National Transaction Management System). The Insurer/TPA, ISA, NHA /SHA will also support in requisite training for the assigned personal within the EHCP for the same.
- i. **Information, Education and Communication (IEC) materials:** The SHA/ NHA shall provide standard template for IEC & branding material to ensure uniformity (<https://pmjay.gov.in/iec-materials>)
- j. **Training and Capacity Building:** The SHA/ NHA shall provide standard training manuals and help in organizing orientation cum sensitization workshops for AB-PMJAY MA and MAV EHCP staff.
- k. **Grievance Redressal:** Complaints and grievance redressal management system for EHCP will be handled by the home state of beneficiaries, if EHCP is not satisfied with the SHA resolution, the complaint or grievance shall be escalated to NHA, and NHA will be the final decision-making authority. NHA would establish a specific pathway for grievance redressal for EHCP which the authority to would have not only immediately redress the grievance but also recommend action to be undertaken within a stipulated time period. A major change will be affected with the introduction of a National Call Center. Complaints from various stakeholders including hospital authorities and beneficiaries will be logged at the call center and the





call center shall direct these complaints to the intended authorities. Each complaint/grievance shall be closely monitored by a dedicated team at NHA to check resolution timelines and intervene when unresolved. Guidelines on the same will be communicated by NHA including the channels through which complaints/grievances can be registered, acknowledged, monitored and resolved at various levels.

1. **Collaborating Centers:** As knowledge hubs for generating evidence and informing policy inputs for AB-PMJAY MA and MAV, EHCP play an important role in the generation of knowledge to improve the quality of health care in the regions they cover. Research capacities at such premier institutes of national excellence may prove to be an invaluable asset in generating evidence to inform policy decisions for AB-PMJAY MA and MAV and provide examples/ proof of concept for organization and development of service delivery. For e.g. priority setting, costing surveillance, designing monitory & quality protocols, research on medical necessity of care, promoting conservative management practices etc. Such areas of engagement may be decided mutually by both parties from time to time.
- m. **Undertaking:** EHCP undertakes that it will ensure availability of all the required facilities for performing the enlisted surgeries / procedures / therapies as specified under the 'Benefits manual of AB-PMJAY MA and MAV', subject to availability.

8. PAYMENT TERMS & CONDITIONS:

- a. **Package rates (For NTM cases):** Reimbursements shall be based on National rates set by the NHA and the process of reimbursements shall be made based on the various implementation mechanisms present in AB-PMJAY MA and MAV. States/ UTs, are referred to as the PAYERS.
- b. NHA has decided, additional 10% on base package rates (means base package + 10%) = A for all private EHCP hospitals in Delhi empanelled by NHA.
- c. If the home state has implemented the scheme through a trust, the SHA shall directly reimburse the cost as per package rates approved by NHA.
- d. If it's through an intermediary, insurance companies assigned by SHA of beneficiary home state shall reimburse as per National package rates.
- e. The home State of the AB-PMJAY MA and MAV beneficiary shall be responsible for payments for care accessed in a EHCP through electronic payment gateway. Refer to AB-PMJAY MA and MAV website for detailed guidelines. In addition, EHCP are eligible to avail performance-linked incentives such as;
 - i. If EHCP has qualified for full accreditation of NABH, it will receive an additional 10% over and above the package rate shall be applicable, means (Base package+10%).
- f. **Billing & Payment cycle:** EHCP shall be obliged to submit their claims in the formats prescribed through NTMS.
- g. The PAYER shall be responsible for settling all claims within 30 days after receiving all the required information/ documents in the claim is raised by NCHP / EHCP.
- h. Guidelines for submission of claims, claims processing, and handling of claim queries, dealing with fraudulent claims and all other related details will be communicated by the NHA.



- i. In addition to payment to EHCP under this Agreement the Insurer will reimburse the applicable Goods and Service Tax as per Central/State Laws, Rules or guidelines [CGST/IGST/SGST/UTGST] if payable, subject to the following conditions:
- (i) the invoice for payment and CGST/IGST/SGST/UTGST and cess thereon, if any, shall be included in the same prescribed invoice within the prescribed time limit. Any claim or request of EHCP for payment of CGST/IGST/SGST/UTGST separately/ independent of the payment payable under this Agreement shall not be entertained by the Insurer.
 - (ii) that EHCP has to raise the invoices and bills in the prescribed format addressed to Insurer with respective State/Union Territory GST number of the Insurer,
 - (iii) that EHCP shall duly following procedure/guidelines prescribed by CGST/IGST/SGST/UTGST Laws as to place of supplier of services, place of providing the supply of services, place of recipient of supply of services etc., and or import/export of supply of services and such other requirements, as is required under CGST/IGST/SGST/UTGST Laws either for the purpose of ascertaining the intra-state transactions or inter-state transactions and for such other requirements as is required by CGST/IGST/SGST/UTGST Laws or other applicable Laws.
 - (iv) that EHCP shall duly register applicable CGST/IGST/SGST/UTGST Laws, including registering under respective state and or submitting the prescribed invoices along with CGST/IGST/SGST/UTGST registration details of EHCP and copies of such CGST/IGST/SGST/UTGST registration documents to our concerned offices in the respective states and also comply with all other applicable provisions of GST Laws/Tax Laws, from time to time, failing which no CGST/IGST/SGST/UTGST shall be payable by the ISA and also the payment payable along with applicable CGST/IGST/SGST/UTGST shall be kept on hold as may be appropriate at the discretion of the Merchant and or as per applicable laws.
 - (v) However, any other taxes [other than CGST/IGST/SGST/UTGST] including Income Tax, if any, such as Tax Deductible at Source [TDS] etc., shall be sole responsibility and liability of EHCP and such TDS shall be deducted by the Insurer at source as per the applicable rates for such TDS.
 - (vi) If EHCP is not registered under applicable CGST/IGST/SGST/UTGST Laws, then for such entire unregistered period no CGST/IGST/SGST/UTGST shall be payable by the Insurer to EHCP and also due to any of the applicable CGST/IGST/SGST/UTGST Laws, if the Insurer has to directly deposit the CGST/IGST/SGST/UTGST with government then same shall not be payable by the Insurer to EHCP, even if he is duly registered under CGST/IGST/SGST/UTGST Laws.
 - (vii) If the EHCP was earlier paid payment based on the applicable rates and GST thereon but:
 - (A) the GST amount or returns for the same or both were not paid/filed by the EHCP with GST department within timelines under GST Laws, or
 - (B) the EHCP has not at all deposited the GST amount with the GST department, due to which Insurer has/is not getting the credit under Law,then Insurer shall be entitled to withhold and adjust/appropriate the further payment or GST or both and adjust/appropriate/set-off towards GST credit not got by Insurer and in such case 30 days period for payment is not applicable. Provided further if the EHCP is not entitled to any further payment or GST due to non-provision/non-entitlement of payment as per this Agreement, due to which Insurer is not able to adjust/appropriate/set-off and recover the GST as per Clause (i)(vii)(A) and (B) hereinabove then the EHCP hereby expressly agree and undertake to pay such amount of GST credit not got by Insurer and also hereby agree and undertake to be abide by this conditions notwithstanding legal provisions and limitations for payment.



9. Indemnities and other Provisions:

- a. Insurer, and or TPA , NHA/SHA will not interfere in the treatment and medical care provided to its beneficiaries. Insurer, NHA /SHA will not be in any way held responsible for the outcome of treatment or quality of care provided by the provider.
- b. Insurer, ISA, NHA /SHA shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the EHCP and the EHCP shall obtain professional indemnity policy on its own cost for this purpose. The EHCP agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service Notwithstanding anything to the contrary in this agreement no Parties shall be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by acts of God, Strikes, lock-outs, embargoes, war, riots civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.
- c. The EHCP will indemnify, defend and hold harmless the Insurer, TPA NHA /SHA against any claims, demands, proceedings, actions, damages, costs, and expenses which the Insurer, TPA, NHA /SHA may incur as a consequence of the negligence of the EHCP in fulfilling obligations under this Agreement or as a result of the breach of any of the terms of this Agreement by the EHCP or any of its employees or doctors or medical staff.
- d. TPA, NHA /SHA shall not have legal obligations towards claim settlement amount in any case.

10. Notices

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

By registered mail;

By courier;

By facsimile;

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

If sent by registered mail, seven working days after posting it; and

If sent by courier, seven working days after posting it; and

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

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

If to the EHCP

i) Attn: **Dr. Lavleshkumar, Medical Superintendent.**

Tel...

Fax:

If to the SHA



Attn:

Tel:

Fax:

If to Insurer

Attn:

Tel:

Email:

If to the TPA

Attn:

Tel:

11. Miscellaneous:

- Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.
- If specific provision of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby.
- The EHCP shall not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of Insurance company provided whereas that the Insurance company may assign this Agreement or any rights, title or interest herein to an Affiliate without requiring the consent of the EHCP.
- The failure of any of the parties to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.
- The EHCP will indemnify, defend and hold harmless the Insurer, TPA, NHA /SHA against any claims, demands, proceedings, actions, damages, costs, and expenses which the latter may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of any terms of this Agreement by the EHCP or any of its employees/doctors/other medical staff.

12. Relationship Of The Parties:

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



13. Law and Arbitration:

The provisions of this Agreement shall be governed by and construed in accordance with Law of India. Any dispute, controversy or claims arising out of or in relation to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.

The place of arbitration shall be in Gandhinagar and any award whether interim or final.

The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law.

The award of the arbitrator shall be final and conclusive and binding upon the Parties, and Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

The rights and obligations of the Parties under, or pursuant to, this Clause including the arbitration clause shall be governed by and subject to Indian Law.

The cost of the arbitration proceeding would be borne by the Parties on equal sharing basis.

14. Term, Renewal and Termination:

The Term of this Agreement is three (3) years commencing on 1st July, 2021.

This Agreement shall be reviewed periodically, but at least every three years or upon written request by either party and may be amended by the written consent of the authorized representatives.

Notwithstanding the foregoing, this Agreement may be terminated by either party for any reason after the expiration of the first two years of the term hereof by giving 180 days prior written notice citing reasons to the other party of its intention to withdraw from this Agreement and by ensuring the continuity of care to AB-PMJAY MA and MAV beneficiaries/ patients who already are involved in the treatment process and during the transition process. The Parties shall conduct as many coordination and conciliation meetings as possible during this period to explore ways to continue the Agreement, if needed.

15. Confidentiality:

The EHCP shall maintain the strict confidentiality of all patient health information and medical records in accordance with applicable guidelines set by the NHA from time to time.

16. Severability:

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

17. Penalty:

In the event of breach or shortfall of any of the Clauses in this Agreement, Insurance Company and SHA shall have the discretion to suitably penalise the EHCP, depending on the gravity of the shortfall/breach of the Clauses



of this Agreement. EHCP shall be liable for liquidated damages to Insurance Company and SHA, and or as per Annex- 8 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

<p>For Bajaj Allianz General Insurance Company Limited</p> <p>Sd/ _____ (Authorised Signatory)</p> <p>Witness:</p>	<p>For TPA</p> <p>Sd/ _____ (Authorised Signatory)</p> <p>Witness:</p>
<p>For EHCP</p>  <p>Sd/ _____ Dr. Lavleshkumar Medical Superintendent</p> <p>Witness: _____</p>	





Annex I – Exclusions to the Policy

The payor/intermediaries shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any beneficiaries in connection with or in respect of:

- Condition that does not require hospitalization and can be treated under Out Patient Care
- 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.
- 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.
- Any assisted reproductive techniques, or infertility related procedures, unless featuring in the National Health Benefit Package list.
- Vaccination and immunization
- 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.
- 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).
- 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.





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Agreement for Implementation of AB-PMJAY MA and MAV



Annex 2 – Packages and Rates

Packages and Rates are as per Schedule 3: HBP and Quality- of RFP dated Nov 2020.



Annex 3: Beneficiary Identification System

- The core principle for finalizing the operational guidelines for proposed AB PMJAY MA and MAV is to construct a broad framework as guiding posts for simplifying the implementation of the Yojana under the ambit of the policy and the technology while providing requisite flexibility to the States to optimally chalk out the activities related to implementation in light of the peculiarities of their own State/UT, as ownership of implementation of scheme lies with them.
- AB-PMJAY MA and MAV will target about 10.74 crore poor, deprived rural families and identified occupational category of urban workers' families as per the Socio-Economic Caste Census (SECC) data, 2011, both rural and urban.
- Empaneled hospital shall render healthcare services to all the AB-PMJAY MA and MAV beneficiaries.
- NHA/SHA shall be responsible for carrying out Information, Education and Communication (IEC) activities amongst targeted families such that they are aware of their entitlement, benefit cover, empaneled hospitals and process to avail the services under AB-PMJAY MA and MAV.
- Detailed guidelines and user manuals for Beneficiary identification process can be referred to AB PMJAY MA and MAV website.
- Addition of new family members will be allowed. This requires to be approved by the respective state Insurance Company/Trust. Proof of being part of the same family is required in the form of Name of the new member is in the family ration card or State defined family card.
- A marriage certificate relating to marriage to a family member existing in the family
- A birth certificate relating to a birth to a family member existing in the family is available.



Annex 4: Ayushman Mitra under AB-PMJAY MA and MAV

Arogya Mitra (AM) will need to be identified by EHCP for managing the help desk. This help desk will need to be set up exclusively for AB-PMJAY MA and MAV. Indicative role of AM is as follows:

- Receive beneficiary at the EHCP
- Guide beneficiary regarding AB-PMJAY MA and MAV and process to be followed in the EHCP for taking the treatment.
- Carry out the process of Beneficiary Identification for such persons who are beneficiaries of AB-PMJAY MA and MAV.
- Take photograph of the beneficiary.
- Carry out the Aadhaar based identification for such beneficiaries who are carrying Aadhaar. If the person is not carrying Aadhaar carry out the identification through other defined Government issued ID.
- Scan the identification documents as per the guidelines and upload through the software.
- Send the result of beneficiary identification process to the respective state Insurer/ TPA for approval
- After getting confirmation from the beneficiary home state Insurer/ TPA or SHA regarding identification of the beneficiary, issue e-card to the beneficiary.
- Refer the patient to doctor for consultation
- Check the balance of AB-PMJAY MA and MAV Beneficiary family in her/ his AB-PMJAY MA and MAV Cover amount.
- Upon advice of the doctor admit the patient in the EHCP.
- Take the pre-authorization as and when required as per the guidelines
- At the time of discharge again enter all the relevant details and discharge summary in the AB-PMJAY MA and MAV Software.



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

Cashless Access of Services

- The AB-PMJAY MA and MAV beneficiaries shall be provided treatment free of cost for all such ailments covered under the Scheme within the limits/ sub-limits and sum insured, i.e., not specifically excluded under the Scheme.
- The EHCP shall be reimbursed as per the package cost specified in the National Package Master or as pre-authorized amount in case of unspecified packages.
- The EHCP shall at a minimum possess the Hospital IT Infrastructure required to access the AB-PMJAY MA and MAV Beneficiary Database and undertake verification based on the Beneficiary Identification process laid out, using unique AB-PMJAY MA and MAV Family ID on the AB-PMJAY MA and MAV Card and also ascertain the balance available under the AB-PMJAY MA and MAV Cover.
- The Insurance Company and TPA shall provide EHCP with a transaction manual describing in detail the verification, pre-authorization and claims procedures.
- The Insurance company and ISA shall train Arogya Mitras that will be deputed in EHCP that will be responsible for the administration of the AB-PMJAY MA and MAV on the use of the Hospital IT infrastructure for making Claims electronically and providing Cashless Access Services.
- The EHCP shall establish the identity of the member of a AB-PMJAY MA and MAV Beneficiary Family Unit by Aadhaar Based Identification System (No person shall be denied the benefit in the absence of Aadhaar Card) and ensure:
 - a. That the patient is admitted for a covered procedure and package for such an intervention is available.
 - b. AB-PMJAY MA and MAV Beneficiary has balance in her/ his AB-PMJAY MA and MAV Cover amount.
 - c. Provisional entry shall be made on the server using the AB-PMJAY MA and MAV ID of the patient. It has to be ensured that no procedure is carried out unless provisional entry is completed through blocking of claim amount.

Pre-authorization of Procedures:

- All procedures in Annex 2 that are earmarked for pre-authorization shall be subject to mandatory preauthorization.
- No EHCP shall, under any circumstances whatsoever, undertake any such earmarked procedure without pre-authorization unless under emergency. Process for emergency approval will be followed as per guidelines laid down under AB-PMJAY MA and MAV.
- Request for hospitalisation shall be forwarded by the EHCP after obtaining due details from the treating





doctor, i.e. "request for authorisation letter" (RAL). The RAL needs to be submitted online through the Scheme portal and in the event of any IT related problem on the portal, then through email or fax as per defined process. The medical team of the beneficiary home state SHA/ Insurance company/TPA/ Trust would get in touch with the treating doctor, if necessary.

- The beneficiary hometown SHA/ Insurer/ TPA shall ensure that in all cases pre-authorisation request related decisions are communicated to the EHCP within 6 hours for all normal cases and within 1 hours for emergencies. If there is no response from the beneficiary hometown SHA/ Insurer/ ISA within 6 hours of an EHCP filing the pre-authorisation request, the request of the EHCP shall be deemed to be automatically authorised.
- The beneficiary hometown SHA/ Insurer shall not be liable to honour any claims from the EHCP for defined procedures for which the EHCP does not have a pre-authorisation, if prescribed.
- Reimbursement of all claims for procedures in package rate list shall be as per the limits prescribed for each such procedure unless stated otherwise in the pre-authorisation letter/communication.
- The RAL form should be dully filled with clearly mentioned Yes or No. There should be no nil, or blanks, which will help in providing the outcome at the earliest.
- The beneficiary hometown SHA/ Insurer guarantees payment only after receipt of RAL and the necessary medical details.
- In case the ailment is not covered or the medical data provided is not sufficient for the medical team of the authorisation department to confirm the eligibility, the beneficiary hometown SHA/ Insurer can deny the authorisation or seek further clarification/ information.
- Denial of authorisation (DAL)/ guarantee of payment is by no means denial of treatment by the EHCP. The EHCP shall deal with such case as per their normal rules and regulations.
- Authorisation letter (AL) will mention the authorisation number and the amount authorized as a package rate for such procedure for which package has not been fixed earlier. The EHCP must see that these rules are strictly followed.
- The authorisation is given only for the necessary treatment cost of the ailment covered and mentioned in the RAL for hospitalisation.
- The entry on the AB-PMJAY MA and MAV portal for claim amount blocking as well at discharge would record the authorisation number as well as package amount agreed upon by the EHCP and the Insurer.
- In case the balance sum available is less than the specified amount for the Package, the EHCP should follow its norms of deposit/running bills etc. However, the EHCP shall only charge the balance amount against the package from the AB-PMJAY MA and MAV beneficiary. The beneficiary home state/Insurance company/trust upon receipt of the bills and documents would release the authorized amount.



- The beneficiary hometown Insurer/ISA will not be liable for payments in case the information provided in the RAL and subsequent documents during the course of authorisation is found to be incorrect or not fully disclosed.
- In cases where the AB-PMJAY MA and MAV beneficiary is admitted in the EHCP during the current Policy Cover Period but is discharged after the end of the Policy Cover Period, the claim has to be paid by the Insurance company/trust from the Policy which was operating during the period in which the AB-PMJAY MA and MAV beneficiary was admitted.

Claims Management

All NHCPs / EHCPs shall be obliged to submit their claims within 24 hours of discharge in the format prescribed. The beneficiary hometown SHA (recommended by ISA) / Insurer shall be responsible for settling all claims within 30 days after receiving all the required information/ documents.

Process for Beneficiary identification, issuance of AB-PMJAY MA and MAV e-card and transaction for service delivery

Beneficiary Verification & Authentication

- Beneficiary may bring the following to the AB-PMJAY MA and MAV helpdesk:
 - a. Letter from PM
 - b. Any other defined document as prescribed by the State Government
 - c. Ayushman Mitra/Operator will check if AB-PMJAY MA and MAV e-Card/ AB-PMJAY MA and MAV ID/ Aadhaar Number is available with the beneficiary
- In case Internet connectivity is available at hospital
 - a. Operator/Ayushman Mitra identifies the beneficiary's eligibility and verification status from AB PMJAY MA and MAV Central Server.
 - b. If beneficiary is eligible and verified under AB-PMJAY MA and MAV, server will show the details of the members of the family with photo of each verified member.
 - c. If found OK then beneficiary can be registered for getting the cashless treatment.
 - d. If patient is eligible but not verified then patient will be asked to produce Aadhaar Card/Number/ Ration Card for verification (in absence of Aadhaar)
 - e. Beneficiary mobile number will be captured.
 - f. If Aadhaar Card/Number is available and authenticated online then patient will be verified under scheme (as prescribed by the software) and will be issued an AB-PMJAY MA and MAV e-Card for getting the cashless treatment.
 - g. Beneficiary gender and year of birth will be captured with Aadhaar eKYC or Ration Card
 - h. If Aadhaar Card/Number is not available then beneficiary will be advised to get the Aadhaar Card/number within stipulated time.
- In case Internet connectivity is not available at hospital
 - a. Ayushman Mitra at AB-PMJAY MA and MAV Registration Desk at Hospital will call Central Helpline and using IVRS enters AB-PMJAY MA and MAV ID or Aadhaar number of the patient.



- IVRS will speak out the details of all beneficiaries in the family and hospital will choose the beneficiary who has come for treatment. It will also inform the verification status of the beneficiary
- If eligible and verified then beneficiary will be registered for getting treatment by sending an OTP on the mobile number of the beneficiary
 - In case beneficiary is eligible but not verified then she/he can be verified using Aadhaar OTP authentication and can get registered for getting cashless treatment.
 - In case of emergency or in case person does not show AB-PMJAY MA and MAV e-Card/ID or Aadhaar Card/Number and claims to be AB-PMJAY MA and MAV beneficiary and show some photo ID proof issued by Government, then beneficiary may get the treatment after getting TPIN (Telephonic Patient Identification Number) from the call centre and same will be recorded. Government Photo ID proof need not be insisted in case of emergency. In all such cases, relevant AB-PMJAY MA and MAV beneficiary proof will be supplied within specified time before discharge otherwise beneficiary will pay for the treatment to the Hospital.
 - If eligibility, verification and authentication are successful, beneficiary should be allowed for treatment. These details captured will be available at NHA/SHA level for their approval. Once approved, the beneficiary will be considered as successfully identified and verified under AB-PMJAY MA and MAV.

Package Selection

- The operator will check for the specialty for which the hospital is empaneled. Hospitals will only be allowed to view and apply treatment package for the specialty for which they are empaneled.
- Based on diagnosis sheet provided by doctor, operator should be able to block surgical or Non-Surgical benefit package(s) using AB-PMJAY MA and MAV IT system. The doctors may be requested to mention the relevant package no. so that AM is able to block the right package without any confusion.
- Both surgical and non-surgical packages cannot be blocked together, either of the type can only be blocked.
- As per the package list, the mandatory diagnostics/documents will need to be uploaded along with blocking of packages.
- Some packages will be reserved for blocking only in public hospitals.
- The operator can block more than one package for the beneficiary. A logic will be built in for multiple package selection, such that reduced payment is made in case of multiple packages being blocked in the same hospitalization event (described in detail above).
- If a registered mobile number of beneficiary family is available, an SMS alert will be sent to the beneficiary notifying him of the packages blocked for him.
- At the same time, a printable registration slip needs to be generated and handed over to the patient or patient's attendant.





- If for any reason treatment is not availed for any package, the operator can unblock the package before discharge from hospital.

Pre-Authorisation

- There would be defined packages which will require pre-authorization from the beneficiary hometown insurance company/ trust. In case any inpatient treatment is not available in the packages defined, then hospital will be able to raise a preauth request to provide that treatment up to Rs.100,000 to the beneficiary only after the same gets approved by the Insurance company/ ISA/ trust and will be reflected as unspecified package (Refer AB-PMJAY MA and MAV website for detailed guidelines). Under both scenarios, the operator should be able to initiate a request to the beneficiary hometown insurance company/ISA for preauthorization using the web application.
- The hospital operator will send all documents required for pre-authorization to the beneficiary home state/insurance company/trust using the Centralized AB-PMJAY MA and MAV/ States transaction management application. The documents exchanged will not be stored on the AB-PMJAY MA and MAV server permanently. Only the information about pre-authorization request and response received will be stored on the central server. It is the responsibility of the beneficiary hometown insurance company/ ISA/ SHA to maintain the documents at their end.
- The documents needed may vary from package to package and hence a master list of all documents required for all packages will be available on the server.
- The request as well as approval of the form will be done using the AB-PMJAY MA and MAV IT system or using API exposed by AB-PMJAY MA and MAV (Only one option can be adopted by the hospitals or using State's own IT system (if adopted by the State).
- In case of no or limited connectivity, the filled form can also be sent to the beneficiary home state/ insurance company/ trust either through fax/ email. However, once internet connectivity is established, the form should also be submitted using online system as described above.
- The beneficiary hometown insurance company/ SHA/ ISA will have to approve or reject the request latest by 6 hours. If the insurance company/ SHA/ ISA fails to do so, the request will be considered deemed to be approved after 6 hours by default.
- In case of an emergency or delay in getting the response for pre-authorization request due to technical issues, provision will be there to get the pre-authorization code over the phone from Insurance Company/ SHA/ ISA or the call center set up by Insurance Company/ ISA. The documents required for the processing, may be sent using the transaction system within stipulated time.
- In case of emergency, the beneficiary hometown insurance company/ SHA/ ISA will provide the preauthorization code.
- Pre-authorization code provided by the beneficiary hometown Insurer/ SHA/ ISA will be entered by the operator and will be verified by the system.



- If pre-authorization request is rejected, the beneficiary hometown Insurance Company/ SHA/ ISA will provide the reasons for rejection. Rejection details will be captured and stored in the transaction database. If the beneficiary or the hospital are not satisfied by the rejection reason, they can appeal through grievance system.

Balance Check, Treatment, Discharge and Claim Request:

- Based on selection of package(s), the operator will check from the Central AB-PMJAY MA and MAV Server if sufficient balance is available with the beneficiary to avail services.
- If balance amount under available covers is not enough for treatment, then remaining amount (treatment cost - available balance), will be paid by beneficiary (OOP expense will also be captured and stored)
- The hospital will only know if there is sufficient balance to provide the selected treatment in a yes or no response. The exact amount will not be visible to the hospital.
- SMS will be sent to the beneficiary registered mobile about the transaction and available balance List of diagnostic reports recommended for the blocked package will be made available and upload of all such reports will be mandatory before discharge of beneficiary.
- Transaction System would have provision of implementation of Standard Treatment Guidelines for providing the treatment.
- After the treatment, details will be saved, and beneficiary will be discharged with a summary sheet. Treatment cost will be deducted from available amount and will be updated on the Central AB-PMJAY MA and MAV Server.
- The operator/AM fills the online discharge summary form and the patient will be discharged. In case of mortality, a flag will be raised against the deceased member declaring him as dead or inactive.
- At the same time, a printable receipt needs to be generated and handed over to the patient or patient's attendant.
- After discharge, beneficiary gets a confirmation and feedback call from the AB-PMJAY MA and MAV call center; response from beneficiary will be stored in the database Data (Transaction details) should be updated to Central Server and accessible to the beneficiary hometown Insurance Company/ SHA/ ISA for Claim settlement. Claim will be presumed to be raised once the discharge information is available on the Central server and is accessible to the SHA/ ISA/ Insurance Company SMS will be sent to beneficiary registered mobile about the transaction and available balance After every discharge, claims would be deemed to be raised to the beneficiary hometown insurance company/ SHA/ ISA. An automated email alert will be sent to the insurance company/ISA specifying patient name, AB-PMJAY MA and MAV ID, registration number & date and discharge date. Details like Registration ID, AB-PMJAY MA and MAV ID, date and amount of claim raised will be accessible to the insurance





company/trust on AB-PMJAY MA and MAV System/ State IT system. Also details like Registration-ID, AB-PMJAY MA and MAV-ID, Date and amount of claim raised, date and amount of claim disbursement, reasons for different in claims raised and claims settled (if any), reasons for rejection of claims (if any) will be retrieved from the insurance company/trust through APIs.

- Once the claim is processed and the hospital gets the payment, the above-mentioned information along with payment transaction ID will be updated on central AB-PMJAY MA and MAV system by the NHA/ State's Server.
- Hospital Transaction Management Module would be able to generate a basic MIS report of beneficiary admitted, treated and claim settled and in process and any other report needed by Hospitals on a regular basis Upon discharge, beneficiary will receive a feedback call from the Call center where he can share his feedback about his/her hospitalization experience.

Annex 6: Process for Disciplinary Proceedings and De-Empanelment

Institutional Mechanism

In case of any complaints or detection of any malpractice De-empanelment process can be initiated by hospital empanelment committee. After conducting proper investigation against empaneled hospitals by hospital empaneled committee on misrepresentation of claims, fraudulent billing, wrongful beneficiary identification, and overcharging, charging money from patients unnecessarily, unnecessary procedures, false/misdiagnosis, referral misuse and other frauds that impact delivery of care to eligible beneficiaries. Hospital can contest the action of de-empanelment by filling appeal to National Grievance Redressal committee (NGRC) through the Grievance Redressal Mechanism as per guidelines.

Please refer detailed process and criteria for de-empanelment on the AB-PMJAY MA and MAV website.

All these penalties are recommendatory, and the Hospital Empanelment Committee may inflict larger or smaller penalties depending on the severity/regularity/scale/intentionality on a case to case basis with reasons mentioned clearly in a speaking order. The penalties by the hospital shall be paid directly to the respective payor in all the cases.



Annex 8 – Penalties

Penalties for Offences by the Hospital			
Case Issue	First Offence	Second Offence	Third Offence
Illegal cash payments by beneficiary	Full Refund and penalty up to 5 times of illegal payment to be paid to the SHA by the hospital within 7 days of the Receipt of Notice. SHA shall thereafter transfer money to the beneficiary, charged in actual, within 7 days.	In addition to actions as mentioned for first offence, Rejection of claim for the case	De-empanelment/ black-listing
Billing for services not provided	Rejection of claim and penalty of up to 5 times the amount claimed for services not provided, to Insurance Company /State Health Agency	Rejection of claim and penalty of up to 10 times the amount claimed for services not provided, to Insurance Company /State Health Agency	De-empanelment
Up coding/ Unbundling/ Unnecessary Procedures	Rejection of claim and penalty of up to 10 times the excess amount claimed due to up coding /unbundling/Unnecessary Procedures, to	Rejection of claim and penalty of up to 20 times the excess amount claimed due to up coding/unbundling/Unnecessary Procedures, to	De-empanelment





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Agreement for Implementation of AB-PMJAY MA and MAV



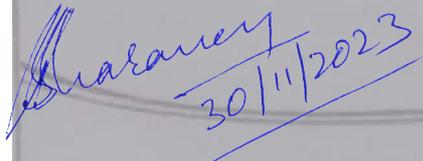
	Insurance Company /State Health Agency	Insurance Company /State Health Agency	
Wrongful beneficiary Identification	Rejection of claim and penalty of up to 5 times the amount claimed for wrongful beneficiary identification to Insurance Company /State Health Agency	Rejection of claim and penalty of up to 10 times the amount claimed for wrongful beneficiary identification to Insurance Company /State Health Agency	De- empanelment
Non-adherence to minimum criteria for empanelment, quality and service standards as laid under PM JAY.	A) In case of minor gaps - i) Show Cause notice with compliance period of 2 weeks for rectification ii) And rejection of claims related to gaps B) In case major gaps and willful suppression/ misrepresentation of facts - i) Show Cause notice with compliance period of 2 weeks for rectification ii) And rejection of claims related to gaps and penalty of up to 3 times of all cases related to gaps observed	i) Penalty of up to 5 times of all the approved claims related to the gaps observed ii) And suspension until rectification of gaps and validation by SEC/ DEC	i) De-empanelment ii) And Penalty of up to 5 times of all the approved claims related to the gaps observed



[Handwritten Signature]

<p>For Bajaj Allianz General Insurance Company Limited</p> <p>Sd/ _____ (Authorised Signatory)</p> <p>Witness:</p>	<p>For TPA</p> <p>Sd/ _____ (Authorised Signatory)</p> <p>Witness:</p>
<p>For EHCP</p> <p>Sd/ _____ Dr. Lavleshkumar Medical Superintendent</p> <p>Witness:</p>	<p></p>

Attested CTC


30/11/2023

