

RAJIV GANDHI JEEVANDAYEE AAROGYA YOJANA PHASE II

DRAFT MEMORANDUM OF UNDERSTANDING AMONGST

NATIONAL INSURANCE COMPANY LIMITED/

MDINDIA HEALTHCARE SERVICES (TPA) PRIVATE LTD/

MEDIASSIST INDIA HEALTH SERVICES (TPA) PRIVATE LTD/

PARAMOUNT HEALTH SERVICES (TPA) PRIVATE LTD

AND

----- **HOSPITAL**

Provider No.

MEMORANDUM OF UNDERSTANDING (MOU)

This Agreement made at _____ on this ___ day of _____ 2013,
BETWEEN 1) National Insurance company having its registered office at- 3,Middleton Street,
Kolkata -700071 and duly registered with IRDA under the Insurance Act, 1938 bearing
Licence no_____ hereinafter called the “**Insurer**” of the ONE PART.

AND

2) _____ Hospital/Nursing home owned
and run by Managing Superintendent / Director / Proprietor –being Registered Public Charitable
Trust / Private body / individual having its Registered Office at

_____ hereinafter
referred to as “**NETWORK PROVIDER**” (which expression shall unless it be repugnant to the
context or meaning thereof shall mean and include the persons for the time being and from time
to time constituting the said private organization /Trust, survivors or survivor of them) **of the
Second Part.**

AND

3) ----- herein after referred as “**Third Party
Administrator**” licensed by the Insurance Regulatory and Development Authority under the
Third Party Administrator- Health Services Regulation 2001(name, address, IRDA License
number as per list attached)

(Hereinafter referred to as the “**TPA /TPAs**” which expression shall, unless repugnant to the
context or meaning thereof, be deemed to mean and include its successors and permitted
assigns) **of the Third Part.**

(“**The Insurer**”, “**Network Provider**” and the “**TPA**” are individually referred to as a “**party**” and
collectively as “parties”)

WHEREAS,

1.The Insurer is an insurance company licensed under IRDA to transact Health, Accident and
Overseas Medical Insurance, Providing Healthcare insurance coverage to its Insured /
Beneficiary families having got the mandate from the Government of Maharashtra to cover
Yellow ration card holders (“**BPL**”) Antyodaya Anna Yojana , Annapurna ration card holders and
Orange ration card holders (**APL**) belonging to **Akola, Buldhana, Yavatmal, Washim,
Aurangabad, Beed, Hingoli, Jalna, Latur, Osmanabad, Parbhani, Thane, Ratnagiri,
Sindhudurg, Bhandara, Chandrapur, Gondia, Nagpur, Wardha, Ahmednagar, Jalgaon,
Nandurbar, Nashik, Kolhapur, Pune, Sangli, Satara of the State of Maharashtra**
 (“**Beneficiary families**”) against specified surgical / Therapeutic procedures (971
procedures, and 121 follow up procedures) for which purpose Insurer has created a
network of Health Service Providers .

2. _____ (**The Network Provider**) desires to
join the said network of Providers and is willing to extend cashless medical facilities for the
surgical / Therapeutic procedures as per “RGJAY Manual on Surgical & Medical Treatments for
Cashless Treatment of BPL and APL Population of RGJAY society to members of Below

Poverty Line (BPL and APL) families identified either by RGJAY Health Card or yellow / orange Ration Card and referred to them by the Insurer under the RGJAY Health Insurance Scheme of the Government of Maharashtra.

3. -----“**TPA**” a Third Party Administrator licensed by the Insurance Regulatory and Development Authority under the Third Party Administrator - Health Services Regulation 2001 under License No..... And having its registered office at ----- Will be administering the health policy services of the provider on behalf of **insurance company**.

4. The Provider/s has accepted the offer made on the terms and conditions hereinafter appearing

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

Article 1: Standard Definitions & Interpretation

The terms and expressions appearing in this agreement shall have the meanings for the purpose of this Agreement as defined under the Insurance Regulatory and Development Authority (Health Insurance) Regulations, 2013 and / or the Guidelines on Standardization in Health Insurance and Amendments thereto issued by IRDA.

1.1 ‘**RGJAY Society**’: Rajiv Gandhi Jeevandayee Aarogya Yojana Society.

1.2 ‘**IRDA**’: Insurance Regulatory and Development Authority.

1.3 ‘**Hospital**’: Hospital Registered under Bombay Nursing Home Act with minimum 30 beds

1.4 **OPD treatment** : OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient. (As per IRDA guidelines)

HOSPITAL / NURSING HOME: FOR RGJAY SCHEME:

Means any Government institution or Private institution in Maharashtra established for indoor medical care and treatment of disease and injuries and should be registered under Bombay Nursing Home Registration (Amendment 2005) Act and PNDT Act (Wherever Applicable). The minimum number of inpatient beds criteria will be 30 for multispecialty with relaxation for 7 specialist categories as indicated in Appendix VI.

1. The selection and empanelment of the NWH is made based on the E-empanelment application and all the material information / disclosures provided by the Hospital in their application **and** the Infrastructure audit conducted by the Representative/s from RGJAY Society / TPA. **and / or audit conducted by PHD based on NABH endorsed criteria for multispecialty and MOU based grading of single specialty,**

The Network Hospital will be solely responsible for any consequences arising out of any wrong information / non disclosures of the material facts, resulting in any wrong selection / grading / grant of specialties’ to the hospital by the Insurer,

2. The package rates & Specialties given to the NWH are based on their **e-empanelment application, current score and grade obtained by the in the audit conducted by PHD based on NABH endorsed criteria for multispecialty and MOU based grading**

of single specialty, The same will be valid for a period of 6 months and can be reviewed at the end of this period.

3. The Public Health Dept. Govt. of Maharashtra/**RGJAY Society** will undertake full Inspection/s ***as per the NABH endorsed criteria and will make available the inspection reports to the empanelment committee for final grade assessment and approval, of network hospitals. The reaudit, as per the NABH endorsed criteria, will be done every 6 months and those cases will again be taken up in the empanelment committee for up gradation / down gradation of the service provider as per the results of the re-audit. Besides above the empanelment committee will also compulsorily consider the following cases:***
 - a. ***The empanelled committee has the rights to consider the representation made by hospitals purely on merit and accordingly direct re-audit based on which up gradation / down gradation will be decided. However it is also made clear that such hospitals whose grades have been changed will also undergoes six monthly audit as per NABH endorsed criteria by DHS team as is the case with other empanelled hospitals.***
 - b. ***The hospitals which are already accredited by QCI/NABH would be given "A1" grade directly.***

I. Infrastructure and Manpower (General) Multispecialty Hospitals:

- a) Should have at least 30 inpatient beds with adequate spacing and supporting staff as per norms.
- b) Should have Separate Male and Female General Wards
- c) Fully equipped and engaged in providing Medical and Surgical facilities for the respective specialties
- d) In-house round the clock basic diagnostic facilities for biochemical, Pathological and radiology tests such as Calorimeter/ Auto analyzer, Microscope, X-ray, E.C.G, USG.etc.
- e) Fully equipped Operation Theatre of its own wherever surgical operations are carried out with qualified nursing staff under its employment round the clock.
- f) Post-op ward with ventilator and other required facilities
- g) ICU facility with requisite staff
- h) Fully qualified doctor(s) of modern medicine should be physically in charge round the clock.
- i) Casualty/duty doctor/Appropriate nursing staff
- j) Availability of Qualified/trained paramedics
- k) Round the clock availability of specialists in the concerned specialties and support fields within short notice.
- l) Shall be able to facilitate round the clock advanced diagnostic facilities either In-House or Tie-up facility with a nearby Diagnostic Center
- m) Shall be able to facilitate round the clock Blood Bank facilities either In-House or Tie-up facility with a nearby Blood Bank
- n) Shall be able to facilitate round the clock Ambulance facilities either own or Tie-up facility with a nearby Service Provider

- o) Maintaining complete record as required on day-to-day basis and is able to provide necessary records of the insured patient to the Insurer or his representative as and when required.
- p) Having sufficient experience in the specific identified field
- q) Shall have all necessary infrastructure required for preauthorization round the clock
- r) Shall have round the clock laboratory facilities either In-house or with Tie-up with a nearby laboratory with qualified pathologist either in-house or with tie up.
- s) Hospital should have line list of procedures carried out in following proforma.
 - 1) Name of patient 2) Age 3) Sex 4) Address 5) Diagnosis 6) Name of surgery / Treatment.7) Date of admission 8) Date of discharge.

However, the Single specialty hospitals would have abridged criteria as mentioned in Appendix VI.

II. Infrastructure and Manpower (Specific) For Empanelment of Cancer Therapy

Services of fully qualified Medical Oncologist, Radiation Oncologist and Surgical Oncologist or post graduate Physician, Surgeon, Radiotherapy experts with 5 year experience – all or either and equipment for Cobalt therapy, Linear accelerator and Brachy therapy – all or either to be empanelled for Cancer Surgeries and Chemo and Radio-Therapies. Hospital should have qualified and registered oncologist, Oncosurgeon and Radiotherapists or post graduate Physician, Surgeon, Radiotherapy experts with 5 year experience- all or either. Tumor board comprising of qualified and registered oncologist, Oncosurgeon and Radiotherapists or post graduate Physician, Surgeon, Radiotherapy experts with 5 year experience - all or either will decide comprehensive treatment plan of patient. If hospital has no Radiotherapy equipment and Radiotherapist it should have tie up with nearest Radiotherapy center.

Note: A combination of both professional and the equipment is essential.

1. For Empanelment of Poly Trauma:

- 1. Shall have Emergency Room Setup with round the clock dedicated duty doctors of Modern Medicine.
- 2. Shall have the full time service availability of Orthopedic surgeon, General surgeon, and anesthetist services
- 3. Shall be able to make available Neurosurgeon, Orthopedic Surgeon, CT Surgeon and General Surgeon, Vascular Surgeon and other support specialties as and when required based on the patient need.
- 4. Shall have dedicated round the clock Emergency theatre, Surgical ICU, Post-Op Setup with qualified staff.
- 5. Shall be able to provide necessary cashless diagnostic support round the clock including specialized investigations such as CT, MRI, emergency biochemical investigations.

2. For Empanelment of Pediatric Congenital Malformations and Post-Burns Contractures

Shall have services of qualified specialists in the field Viz., Pediatric Surgeon, Plastic Surgeon with dedicated theatres, post-op setup and staff.

3. For Empanelment of Prostheses (Artificial limbs)

1. Shall have full time services of Orthopedic Surgeon to be empanelled to provide prostheses package under the scheme.
2. Shall facilitate supply, fitting of appropriate prosthesis and gait training of patient by physiotherapist.
3. Shall ensure that an appropriate prosthesis is prescribed based on occupation of the person and standard prosthesis is supplied as per quality norms of BIS (Bureau of Indian Standards).
4. Shall also facilitate free replacement of leather parts and ensure total replacement of Prosthesis in case of damage during guarantee period of 3 years.

And

III. The Network Hospital/s shall provide following additional benefit to the BPL (Yellow ration card holder) and APL (orange ration card holders with Annual income less than or equal to Rs. 1,00,000/-) beneficiary families related to identified systems:

- a. ***Provide space at entrance/beside reception for RGJAY counter/kiosk provided by insurer/TPA for Arogyamitras.***
- b. Provide Computer with networking (dedicated broadband with minimum 2mbps speed), printer, scanner, bar code reader and digital camera.
- c. Provide free food for the patient
- d. Provide transport/transportation charges for patient.
- e. Free OPD consultation for patient seeking RGJAY package.
- f. Free diagnostic tests and medical treatment required for beneficiary families seeking RGJAY package.
- g. Provide the services of a dedicated Medical Officer to work as Rajiv Gandhi Jeevodayee Medical Coordinator (MCO) for the scheme and he will be responsible to the TPA and the Insurer for doing various activities under the scheme including Health Camps, Follow-up of referred patients from camps, diagnosis, outpatient details, E-preauthorization, Surgeries, Feedback on the patient's condition and services offered by the hospital during hospital stay of the patients, discharges, deaths if any, follow-up free consultation of the patients and distribution of medicines after discharge etc. The Insurance Company shall provide CUG (Closed User Groups) Connection to all MCOs.
- h. Provide follow-up free consultation diagnostics and medicines under follow-up packages for 121 identified procedures (annexed at) provided under the scheme, the package amount will be directly reimbursed to the hospital by the Insurer.

- i. Minimum one free Health Camp in village in a fortnight for the screening of the beneficiaries suffering from the identified ailments. Hospital may have a mobile team with diagnostic equipment and team of doctors as specified by the Society for this purpose. Villages shall be identified by the Society in consultation with district administration and communicated to the hospitals/insurance company. Hospital shall provide services of Medical Camp Coordinator (MCCO) for organization of health camps. The Hospital shall follow the camp policy of the Society. The Insurance Company shall provide CUG Connection to all MCCOs.

1.4 **'Network Hospital' / NWH:** Hospital empanelled by Insurer under RGJAY.

1.5 **'MOU':** Memorandum of Understanding between the Insurer/TPA & Empanelled Hospital.

1.6 **'Surgery / Surgeries':** means cutting abrading, suturing, laser or otherwise physically changing body tissues and organs by qualified medical doctor who is authorized to do so

1.7 **'Therapy / Therapies':** Standard way of medical treatment to the patient as per the medical protocols of Allopathic medicine.

1.8 **'Treatment':** Medical management by qualified Doctor in the Network Hospital.

1.9 **'Aarogyamitra':** First contact person for RGJAY patient at Network Hospital.

1.10 **MCOs (RGJAY Medical Coordinator) -** Medical Coordinator from the Network Hospital with minimum MBBS qualification to coordinate with RGJAY society / Insurer /TPA

1.11 **'MCCOs'** an Officer designated as RGJAY Medical Camp Coordinator for the scheme to coordinate with RGJAY society / Insurer /TPA through Aarogyamitra.

1.12 **'IEC':** Information, Education & Communication.

1.13 **'TAT':** Turn Around Time.

1.14 **'Pre-Authorization':** Pre-Authorization is a process by which an Insured Person obtains written approval for certain medical procedures or treatments, from TPA / Insurer.

Article 1: Effective Date:

- 1a. This agreement will be in force for a period of three years from the date of affectivity For Phase II, renewal or unless otherwise terminated as provided for in this MOU.

The MOU shall be extended by mutual consent under same terms and conditions.

- 1b. In case of Renewal intimation of Scheme by the insurer, the Provider agrees to extend services to beneficiary families of RGJAY Scheme beyond the effective date until otherwise terminated and all the services rendered by the Provider shall be considered for subsequent renewal period.

- 1c. ***The insurer will inform the Society about any change in TPA and will ensure that this MOU is accordingly modified and signed with new service provider as per the existing terms and conditions.***

Article 2: General Provisions

2.1 General Undertaking:

Provider warrants that it has all the required facilities for performing the enlisted surgeries / procedures / therapies as specified in clause. No. 3

2.2 Minimum Bed Strength and Specialty Wise Bed Capacity:

Provider declares that the hospital has the required number of bed capacity (30) under the scheme and will declare the specialty wise allocation of beds in the Performa submitted below and uploaded in RGJAY society portal.

Total Bed Strength		
Code	Specialty	Total No. of Beds
S1	General Surgery	
S2	ENT	
S3	Ophthalmology	
S4	Gynecology & Obstetrics	
S5	Orthopedics	
S6	Surgical Gastroenterology	
S7	Cardio Thoracic Surgery	
S8	Pediatric Surgery	
S9	Genito Urinary Surgery	
S10	Neuro Surgery	
S11	Surgical Oncology	
M1	Medical Oncology	
M2	Radio Oncology	
S12	Plastic Surgery	
S14	Polytrauma	
S15	Prosthesis	
M3	Critical Care	
M16	General Medicine	
M5	Infectious Diseases	
M6.1	Pediatric Intensive Care	
M6.2	Neonatal Intensive Care	
M6.3	Pediatric General	
M7	Cardiology	
M8	Nephrology	

Total Bed Strength		
Code	Specialty	Total No. of Beds
M9	Neurology	
M10	Pulmonology	
M11	Dermatology	
M12	Rheumatology	
M13	Endocrinology	
M14	Gastroenterology	
M 15	Interventional Radiology	

2.3 Allocating up to 25% of beds in network hospital for RGJAY patients:

Provider agrees to provide up to 25 % of their general ward bed capacity available, subject to minimum of **7** beds for multi-specialty hospital, for occupation by RGJAY patients for treatment under each specialty available in the hospital and under which the procedures are covered in the RGJAY Scheme.

2.4 Conduct of OP services:

2.4.1 Provider agrees to provide separate OP facilities for RGJAY patients. To be manned by “Medical Coordinator” of the hospital (MCO) and Aarogyamitra(s).

2.4.2 Provider agrees to do general counseling for all OP patients to ascertain their eligibility under RGJAY to avoid later conversion of cash patients at a later date.

2.5 Conversion of cash patients into RGJAY:

Provider agrees to take a declaration from patient at the time of admission itself on the applicability or otherwise of RGJAY in his/her case. In emergency / trauma cases, patients may be allowed 48 hours after admission to claim RGJAY benefit.

2.6 Online Updating of Bed Occupancy:

Provider agrees to upload the bed occupancy under each specialty for which hospital is empanelled as and when required.

2.7 The first point of contact for all the patients (out patients and in patients) coming under the Scheme will be the Aarogyamitra positioned at Network Hospital.

2.8 The Provider agrees to follow ALL the guidelines in rendering the services to RGJAY patient annexed hereto as part & parcel of this MOU. The Provider also agrees to follow and adhere to the guideline issued by the TPA / Insurer from time to time.

2.9 The Provider agrees to follow & adhere to the ON-LINE workflow of the RGJAY community Insurance Scheme in providing services to RGJAY patients.

Article 3: Specialty / Specialties Empanelled for

- 3.1 Provider hereby declares that the hospital has requisite infrastructure as per RGJAY guidelines in relation to specialty services for which empanelment is done and agrees to provide quality diagnostic and treatment services as per the standard protocols.
- 3.2 Provider hereby declares that hospital did not exclude any other specialty service deliberately from the scheme in spite of having such facility and agrees to empanel for the specialties for which adequate infrastructure is available.
- 3.3 The Hospital hereby declares that the bed capacity of the hospital is more than 30 with adequate infrastructure and manpower as per standard guidelines and agrees to provide separate male and female wards with toilet and other basic amenities.
- 3.4 The Hospital declares that it has a well-equipped ICU to meet the emergency requirements of the patients belonging to all categories empanelled for and agrees to facilitate round the clock diagnostic and specialist services as per the requirement mentioned in clause 4.
- 3.5 Specialties Provider agrees not to refuse admission of RGJAY patient in any specialty where it has consultants and equipment. Up to 25% of overall bed capacity and of beds in each specialty have to be made available to RGJAY patients in network hospital.
- 3.6 Provider agrees to follow the guidelines issued by the RGJAY society / Insurer on specific specialties.

Article 4: Empanelment

4.1 Infrastructure and Manpower (General):

- Well-equipped theatre
- Casualty / 24 hrs. duty doctor / Appropriate nursing staff
- Availability of trained paramedics
- Post-op ward with ventilator and other required facilities.
- ICU with concerned specialty
- Round the clock lab and image logy support
- Availability of specialists in support fields.
- Facilities for Interventional Radiology and availability of concerned specialist.

For empanelment of laboratory services which are outsourced by the NWH for RGJAY, all the diagnostic reports must be signed by a Qualified pathologist.

4.2. Infrastructure and Manpower (Specific):

- Provider agrees to provide the services of fully qualified Medical Oncologist, Radiation Oncologist and Surgical Oncologist or post graduate Physician, Surgeon, Radiotherapy experts with 5 year experience – all or either and equipment for Cobalt therapy.

- Linear Accelerator and Brach therapy – to be empanelled for Cancer Surgeries and Chemo and Radio-Therapies.
Note: A combination of both professional and the equipment is essential. If Equipment for Radiotherapy are not available, there should be tie up with Nearest Radiotherapy center.
- Chemotherapy and Radiotherapy should be administered only by professionals well versed in dealing with the side-effects that the treatment can cause.
- Patients with Hematologic malignancies (Ex Leukemia, Lymphomas and Multiple Myeloma) and Pediatric malignancies (Any patient < 14 years of age) should be treated by qualified medical oncologist or post graduate Physician/Paediatrician with 5 year experience.
- Chemotherapy has to be administered to the patient as in-patient treatment only.
- Provider agrees to provide the services as per the packages and adhere to the treatment protocols
- The Service Provider will agree to quote batch no. of the drugs and attach empty vials and ampoules with labels intact along with the bills.
- The Provider will agree to give patients feedback through Multimedia having webcam and mike. The provision for live viewing of the patient will be provided in the RGJAY society portal.
- For empanelment of Cancer treatment, the facility should have tumour board which decides comprehensive treatment plan of patient. Tumour board should consist of qualified oncologists, Oncosurgeon. Linkage to Referral facility for radiotherapy would be permissible.

4.3. For Empanelment of Poly Trauma:

- The Provider will have Emergency Room Setup with round the clock dedicated duty doctor.
- Shall have the full time service availability of Orthopedic surgeon, General surgeon, and anesthetist services
- Shall be able to make available Neurosurgeon, Orthopedic Surgeon, CT Surgeon and General Surgeon, Vascular Surgeon and other support specialties as and when required based on the patient need.
- Shall have dedicated round the clock Emergency theatre, Surgical ICU, Post-Op Setup with qualified staff.
- Shall be able to provide necessary cashless diagnostic support round the clock including specialized investigations such as CT, MRI, emergency biochemical investigations.
- Provider should put all necessary infrastructure required for preauthorization round the clock.

4.4 For Empanelment of Prostheses (Artificial limbs)

- The hospital shall have services of Orthopedic Surgeon to be empanelled to provide prostheses package under the scheme.
- Hospital shall facilitate supply, fitting of appropriate prosthesis and gait training of patient by physiotherapist.

- Hospital shall ensure that an appropriate prosthesis is prescribed based on occupation of the person and standard prosthesis is supplied as per quality norms of BIS (Bureau of Indian Standards).
- Hospital shall also facilitate free replacement of leather parts and ensure total replacement of Prosthesis in case of damage during guarantee period of 3 years.
- For empanelment of laboratory services, the signatory should essentially be a qualified pathologist.

4.5 For Empanelment of Pediatric Congenital Malformations and Post-Burns Contractures:

Provider will have services of qualified specialists in the field Viz., Pediatric Surgeon with dedicated theatres, post-op setup and staff.

4.6 Besides this, the single specialty hospitals of ENT, genitourinary / ophthalmology as well as stand- alone dialysis units would also be considered.

For empanelment of Cancer treatment, the facility should have tumour board which decides comprehensive treatment plan of patient. Tumour board should consist of qualified oncologists, Oncosurgeon. Linkage to Referral facility for radiotherapy would be permissible.

Article 5: Specialties for which empanelment is done

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	SURGICALSPECIALTIES			
1.	General Surgery			
	Qualified General Surgeon with post graduate degree in General Surgery			
	Well Equipped theatre facility with trained staff			
	Post-op with Ventilator Support			
	SICU Facility			
	Availability of support specialty of General Medicine, Pediatrics.			
1a.	For Laparoscopic Surgeries			
	Surgeon having requisite training and having performed at least 100 procedures for laparoscopic surgery (documentary evidence to be produced)			
2.	Orthopedic Surgery			
	Qualified Orthopedic Surgeon			
	Well-equipped theatre with C-Arm facility			
	Trained paramedics			
	Well-equipped Post-op facility with Ventilator Support			
	Round the clock lab support with CT,MRI			
3.	Gynecology and Obstetrics			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	Qualified Gynecologist			
	Expertise trained in laparoscopic procedure with minimum 100 performances			Well Equipped theatre
	Post-op ventilator & Pediatric reconstruction facilities.			
	Support services of Pediatrician			
4.	Ophthalmology			
	Qualified Ophthalmologist , trained vireo Retinal and orthotics Surgeon			
	Optometry facility			
	Well-equipped theatre facility			
5.	ENT			
	Qualified ENT Surgeon			
	Well-equipped theatre			
	Post-op with ventilator support			
	Audiology support			
6.	Cardio-thoracic surgery			
	CT Surgeon			
	CT theatre			
	Cath –lab			
	Cardiologist support			
	Post-op with ventilator support			
	ICCU			
	Other cardiac infrastructure			
7.	Plastic Surgery			
	Qualified Plastic Surgeon with MCh in plastic surgery or other equivalent degree recognized by MCI			
	Well Equipped Theatre			
	SICU			
	Post-op rehab / Physio-therapy support			
8.	Neurosurgery			
	Qualified Neuro-Surgeon (M.Ch. Neurosurgery or equivalent			
	Well Equipped Theatre with qualified paramedical staff			
	Neuro ICU facility			
	Post-op with ventilator support			
	Step down facility			
	Facilitation for round the clock MRI, CT and other support bio-chemical investigations			
9.	Urology			
	Qualified urologist – MCh of MS			
	Well-equipped theatre with C-ARM			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	Endoscopes investigation support			
	Post-op with ventilator support			
	Sew lithotripsy equipment			
10.	Pediatric Surgery			
	Qualified pediatric surgeon			
	Well-equipped theatre			
	Pediatric and Neonatal ICU support			
	Post-op with ventilator and pediatric resuscitator facility			
	Support services of pediatric			
11.	Surgical Gastroenterology			
	Qualified Surgical Gastro-Entomologist / MS			
	Well Equipped Theatre			
	Endoscope equipment			
	Post –op with ventilator support			
	Centre Must have done at least 100 Endoscope Surgeries			
	SICU			
B.	MEDICAL SPECIALTIES			
1.	General Medicine			
	Qualified General Physician with post graduate degree, Pulmonologist, Or Equal			
	AMC with ventilator support			
2.	Pediatric			
	Qualified pediatrician			
	NICU & PICU fully equipped			
	Round the clock Pediatric / Emergency service room with Pediatrician			
	Pediatric resuscitation faculty			
3.	Cardiology			
	Qualified Cardiologist with DM or Equivalent Degree , General Physician with post graduate degree, Pulmonologist, Or Equal			
	ICU Facility with cardiac monitoring and ventilator support			
	Hospital should facilitate Round the clock cardiologist services			
	Availability of support specialty of General Physician & Pediatrician			
4a.	Cardiac Interventions and Procedures			
	Qualified Cardiologist with experience in interventions and procedures			
	Fully equipped Cath lab Unit with qualified and trained Paramedics			
	Must have Backup CT Surgery Unit to			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	perform Cardiac Surgeries.			
	Centre Must have done at least 100 interventions			
5.	Nephrology			
	Qualified Nephrologists with DM or Equivalent Degree/Physician			
	Hemodialysis facility			
	AMC and Physician Support			
6.	Medical-Gastroenterology			
	Qualified Gastroenterologist with DM or Equivalent Degree /Physician.			
	Endoscopy facility			
	AMC and Physician Support			
	Centre Must have done at least 100 Endoscopic procedures			
7.	Endocrinology			
	Qualified Endocrinologist with DM or Equivalent Degree /Physician			
	AMC with ventilator and Physician Support.			
8.	Neurology			
	Qualified Neurologist with DM or Equivalent Degree /Physician.			
	EEG, ENMG, Angio-CT facility of Neurological study			
	Neuro ICU Facility with ventilator support			
	Physician Support			
9.	Dermatology			
	Qualified Dermatologist with MD or Equivalent Degree or /Physician			
	AMC and Physician Support.			
10.	Pulmonology			
	Qualified Pulmonologist or /Physician			
	RICU facility			
	Spirometry and bronchoscope facility			
	Physician Support			
11	Rheumatology			
	Qualified Physician or Orthopedic surgeon			
	MICU Facility			
	Physician and Orthopedic Support			
	Physiotherapy Support			
C	COMMINED SERVICES FOR CANCER THERAPY			
12.	Cancer			
	Services of qualified Medical Oncologist or Physician with 5 years' experience			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	Services of qualified Surgical Oncologist or Surgeon with 5 years' experience			
	Services of qualified Radiation Oncologist or Radiotherapist with 5 years' experience if in-house Radiotherapy equipment.			
	Fully equipped Radiotherapy Unit			
	SICU or tie up with nearest Radiotherapy center.			
	Interventional Radiology			
	Availability of DSA equipment			
	Qualified and trained interventional radiologists			

Article 6: Cashless Services under Package:

- 6.1 The Provider agrees to provide total cashless transaction to the Beneficiary right from his reporting to discharge under the scheme.
- 6.2 Provider agrees to provide treatment as per the packages worked out by the RGJAY /Insurer, the package includes consultation, medicine, diagnostics, implants, food, cost of transportation, hospital charges etc. In other words the package should cover the entire cost of patient from date of reporting to his discharge from hospital 10 days after discharge, making the transaction truly cashless to the patient. And under no circumstances shall charge any money extra within the treatment period of package.
- 6.3 The Provider agrees to issue a test requisition slip to the patient which will empower the patient to approach the concerned diagnostic/test centers within the hospital or otherwise and do the tests without any cash transaction. The details of the Tests done and their results will be uploaded in the portal by the MCO of the Provider.
- 6.4 Provider agrees to keep all the RGJAY patients admitted -for period specified in the package of post operative or till patient recovered satisfactorily in all those cases where operation was performed. The day care procedures like maintenance dialysis,Thalessemia, Haemophilia, Hearing aids, medical and radiation oncology etc..may be exception for this however.
- 6.5 The hospital agrees to the package to be authorized even for those patients who were admitted as non-RGJAY out of ignorance but subsequently identified as RGJAY beneficiary during the course of his/her stay in the hospital. In the meanwhile any payment received from the patient shall be refunded immediately after getting pre-authorization approval and before discharge of the patient from the hospital duly obtaining a receipt from the patient.
- 6.6 Hospital shall assist and facilitate the patient to procure compatible blood for the surgeries and therapies. The Hospital shall provide blood from their own blood bank subject to availability within the package. In case of non-availability the hospital shall make efforts to

procure from other blood banks, Red Cross, Voluntary Organizations, etc. The Hospital shall also issue a copy of the request letter to the patient.

- 6.7. A list of items provided for the patient including medicines, food, investigations, procedures, consumables, disposables, should be included along with Discharge card and it would be mandatory for Network Hospital to provide the list and Discharge card to all patients treated under RGJAY at the time of discharge. A copy of the list and card is to be maintained by the hospital.
- 6.8 A feedback form shall be provided to the patient for availing feedback and this should mention that the list of items in 6.7 has been provided to the patient.

Article 7: Package Rates

- 7.1 ***The package rates and specialties given to NWHs are based on the current score and the grade obtained by NWHs in the audit conducted by Public Health Department based on NABH endorsed criteria for multispecialty hospitals and on MOU based grading tool for single specialty hospitals. The same will be valid for the period of six months and can be reviewed at the end of this period.***
- 7.2 The Package rates are the maximum rates indicated for each surgical procedure.
- 7.3 Provider has agreed to the continuation of the agreed tariff for the period of this agreement.
- 7.4 In the event of more than one procedure is being undertaken in one sitting other than those of routine/standard components of the surgical procedure, the package amount will be as per Insurer's guidelines on Preauth and claims, and binding on the hospital.
- 7.5 Provider under any circumstances will not refuse to undertake procedure on the ground of insufficient package.
- 7.6. The Network hospital cannot claim anything from Society or patient.
- 7.7 In all other disputes related to package rates and technical approvals of preauthorization's the matter will be referred to a Technical Committee of the Insurer and is binding on the provider..

Article 8: Cost of evaluation of patients

- 8.1 The cost of various treatment/tests conducted on the beneficiary family members who are evaluated will be borne by the Provider themselves and the Provider will not charge any fee for consultation and investigation from the Beneficiary. The procedure/therapy would be conducted

in the same network hospital or its tied up diagnostic unit where the diagnostic tests are conducted without any extra cost to beneficiary.

Article 9: Quality of Services

- 9.1 Provider agrees to provide separate and Free OPD consultation and free diagnostic tests and medical treatment to beneficiaries. However there will not be any discrimination to RGJAY patients vis-a-vis other paying patients in regard to quality of services.
- 9.2 The Provider will treat RGJAY Beneficiary families in a courteous manner and according to good business practices.
- 9.3 The Provider will extend admission facilities to the Beneficiary families round the clock.
- 9.4 The Provider will have to be themselves covered by proper indemnity policy including errors, omission and professional indemnity insurance and agrees to keep such policies in force during entire tenure of the agreement.
- 9.5 Provider will ensure that the best and complete diagnostic, therapeutic and follow-up services based on standard medical practices / recommendations are extended to the Beneficiary.
- 9.6 The provider agrees to provide quality service to the beneficiary by following standard protocols for diagnosis and treatment. It is also mandatory for the provider to assess the appropriate need and subject the beneficiary for treatment / Procedure.
- 9.7 The provider agrees to provide quality medicines, standard prostheses. Implants and disposables while treating the beneficiary families.
- 9.8 The Provider agrees to assist and cooperate with the medical auditing team from the RGJAY society / Insurer as and when required.
- 9.9 The Provider agrees to provide video recorded evidence of patient counseling before and after surgery in order to avoid legal complications, any adverse reaction by patients or Patient's relatives or by public in the event of unacceptable outcome.
- 9.10 The hospitals Morbidity and Mortality cases will be subject to scrutiny by the RGJAY society / Insurer.
- 9.11 The provider agrees to take sole responsibility in submitting the patient details online and if any discrepancy is found in this regard the Provider agrees to abide by decisions of TPA/Insurer.
- 9.12 Government will be authorized to issue guidelines with respect to maintenance of service levels & also for reduction of mortality related to patient care services...
- 9.13 The provider shall always ensure the use of generic drugs and formulations for the treatment of patients.

9.14 The provider has to follow and adhere to the clinical protocols for preauthorization and claim process of various specialty and diseases/conditions issued by the insurance company / TPA from time to time.

Article 10: Services of Medical Coordinator:

Provider will have a Medical Officer / Medical Officers designated as RGJAY Medical Coordinator/s (MCO) for the scheme to coordinate with society through Aarogyamitra. The provider agrees to submit the details of appointed MCO's. The provider should promptly inform the insurer about change if any in the MCO designated the tenure of the agreement.

The following will be the responsibility of MCOs (RGJAY Medical Coordinator):

1. He / She will ensure that all required evaluation including diagnostic tests are done free of cost for all beneficiary families and the details of the same along with reports are captured in the RGJAY society portal.
2. He / She will upload the OP/IP status of the patient.
3. He / She will guide the patient in all aspects and sign the investigation request.
4. He / She have to cross check whether diagnosis is covered in the scheme. If doubtful about the plan of management then should coordinate with Treating specialist along with Package list as specified and annexed with MOU.
5. He / She should facilitate the admission process of Patient without any delay.
6. After admission He / She will collect all the necessary investigation reports before sending for approval.
7. He / She will upload the admission notes and preoperative clinical notes of the patient.
8. He / She will ensure that preauthorization request is sent only for those who are on bed (IP)
9. He / She will ensure before sending Preauthorization that all documents like health card or valid ration card (yellow/orange) coupled with Aadhaar number, Patient photo and also necessary reports like CT Films, X-Ray films, Or PACS images , Anglo CD etc. are uploaded in the system.
10. He / She will coordinate with insurer and TPA doctors as need arise.
11. Preauthorization kept pending from Insurer/TPA will be verified on a regular basis and necessary corrections to be done by MCO.
12. He / She will furnish daily clinical notes (Per Operative and Post-operative).

13. He / She will upload 3 Photographs of the Patient taken preoperative bedside, immediate post-operative showing operation wound and at the time of discharge.
14. He / She will update surgery and discharge details and hand over signed copy of the summary along with follow-up advice in preprinted stationary supplied.
15. He / She will ensure free follow –up consultations, routine investigations and distribution of drugs to be supplied by the Provider to the beneficiary families.
16. He / She will ensure to update the details of on bed status of patients time to time as per the format on the display board placed at the Aarogyamitra Kiosk / reception desk.
17. The Provider will have a Data Entry Operator and each data entry operator will be linked to the respective MCO and the final responsibility of the data fed by the data entry operator will be vested on MCO of the Hospital. The provider agrees to submit the details of Data Entry Operator.

Article 10.1 Mode of communication

- 10.1 (i) The Provider agrees to use the Closed User Group (CUG) mobile phone given by insurer/TPA to MCOs & MCCOs exclusively for the purpose official communications related to RGJAY Scheme. Any mis-utilization of CUG by the MCOs & MCCOs the insurer reserves the right to initiate action against the service Provider.
- (ii) The Provider agrees to use only RGJAY Messaging Services provided on the Web Portal for any kind of official communications related to RGJAY scheme. The Email-Ids of MCOs & MCCOs provided by the RGJAY society/ Insurance will be used as their communication method.

Article 11 Documentation and MIS:

- 11.1 The provider will ensure that documentation of RGJAY patients are done using standard formats supplied / available online such as admission card, referral card, investigation slip, discharge summary etc.
- 11.2 *The hospital should maintain medical and administrative records as per directives of Public Health department / Rajiv Gandhi Jeevandayee Aarogya Yojana Society.*
- 11.3. *Regular monthly reports should” be sent to the Public Health department / Rajiv Gandhi Jeevandayee Aarogya Yojana Society on the relevant Quality of patient care parameters, patient satisfaction indices and infection control parameters in the formats as prescribed by the Public Health Department / Rajiv Gandhi Jeevandayee Aarogya Yojana Society . detailed guidelines for the same would be made available to the network hospitals.*
- 11.4 (i) RGJAY society /PHD/ /Insurer reserve the right to visit the Beneficiary and check his medical data with or without intimation as and when required.

- (ii) The provider will allow the General Managers / Deputy General Managers / Field staff / Doctors, Vigilance officials and other officials from the RGJAY society and Insurance Company to inspect the hospitals including audit by PHD based NABH endorsed parameters without obstruction and co-ordinate with them during Surprise and Regular Inspections.
- 11.5 Provider will furnish periodical reports to RGJAY society /PHD// insurer on the progress of the scheme as per the formats prescribed for this purpose.
- 11.6 Provider will not give any document to facilitate the RGJAY patient to obtain any other relief like CMRF etc. Provider will not claim any other relief for the procedures covered under the scheme. Any deviation in this regard may attract Delisting of the hospital.
- 11.7 The Provider agrees to keep printouts of all online documents in the case sheet and make available as and when required for verification by field staff / doctors of the RGJAY society /PHD/ Insurance.

Article 12: Display of Boards & Banners:

- 12.1 Provider agrees to display their status of preferred Provider of RGJAY Community Health Insurance Scheme at their reception / admission desks.
- 12.2 Provider agrees to display their status of specialties empanelled in RGJAY Community Health Insurance Scheme at their reception / admission desks.
- 12.3 Provider agrees to display availability of beds in the hospital and also display specialty wise bed occupancy under RGJAY Community Health Scheme at their reception / admission desks.
- 12.4 Provider agrees to display the process flow of RGJAY within the hospital at the RGJAY kiosk.
- 12.5 Provider agrees to make available of the list of diseases with package rates covered under RGJAY community Health Insurance scheme in the form of Booklet supplied by the RGJAY society/ Insurer at their reception / admission desks.
- 12.6 Provider agrees to display other materials supplied by RGJAY society /Insurer for the ease of Beneficiary families.

Article 13: RGJAY Kiosk and Aarogyamitra Services:

- 13.1 The Provider will allow RGJAY Assistance Counter / Kiosk to be established at the reception of the Provider free of cost.
- 13.2 The Provider will provide following infrastructure and network facility to the counter. P.C., Printer, Scanner, Digital Camera, Webcam, Barcode reader, Mike, Speakers, Stationary etc. The System and other peripherals should be provided exclusively for the use of Aarogyamitra who can use the resources at any point of time.

- 13.3 The Provider will provide a dedicated 2MB broadband connectivity to the Computer to be exclusively used by the Aarogyamitra to access the web for online MIS, e-preauthorization etc.
- 13.4 The Provider will allow Aarogyamitra access to the wards and patients data to facilitate onward transmission to the Company for e-pre-auth, claims, correct MIS etc.
- 13.5 The Provider will update the date of surgery, discharge / death of the beneficiary in the RGJAY society portal.
- 13.6 The Provider will intimate Aarogyamitra and MCO regarding emergency admissions of the Beneficiary during non-office hours. .

Article 14 Preference to Beneficiary families:

- 14.1 The Provider agrees not to deny admission for the beneficiary for want of preauthorization approval.
- 14.2 The provider agrees to provide a separate ward for RGJAY
- 14.3 The provider agrees to provide Operation Theatre and weekly schedules for the surgeries / therapies to be performed for the Beneficiary families.

Article 15 Capacity for Surgeries:

- 15.1 The provider agrees to handle a minimum number of cases in each specialty including trauma cases based on their available infrastructure as under:

CATEGORY	SPECIALTY	Capacity to admit number of patients /Day (Bed Strength)
A	MEDICAL SPECIALTIES	
	General Medicine	
	Critical Care	
	General Medicine	
	Infectious Diseases	
	Pediatrics	
	Neonatal Intensive Care	
	Pediatric Intensive Care	
	Pediatrics (General)	
	Cardiology (Medical Management)/ /General Medicine	
	Nephrology / General Medicine	
	Neurology /General Medicine	
	Endocrinology /General Medicine	
	Medical Gastroenterology /General Medicine	
	Dermatology General Medicine	
	Rheumatology : General Medicine/ Orthopedic Surgeon	

CATEGORY	SPECIALTY	Capacity to admit number of patients /Day (Bed Strength)
	Pulmonology /General Medicine	
B	SURGICAL SPECIALTIES	
	General Surgery	
	Orthopedics	
	ENT	
	Ophthalmology	
	Gynecology and Obstetrics	
	Cardiac Interventions	
	Cardiothoracic Surgery	
	Surgical Gastroenterology/ General Surgery	
	Genitourinary Surgery/ General Surgery	
	Neuro Surgery	
	Pediatric Surgery	
	Plastic Surgery	
C	SPECIAL SERVICES	
	Cancer	
	Medical Oncology/ General physician with 5 years' experience	
	Surgical Oncology/ General Surgery with 5 years' experience	
	Radiation Oncology /Radiothrapist with 5 years' experience *	

15.2 The Provider agrees to submit the vacancy level in pre-operative wards, ICU, Post-Operative wards and also upload the same in the RGJAY society portal on a daily basis.

Article 16 Medical Camps:

16.1 The Provider will conduct free medical camps at least once a fortnight (or two in a month) at the place specified by the RGJAY society to identify the members of the beneficiary families who may require surgeries covered under the scheme as per the schedule given by the RGJAY society/insurer for such camps. The camp policy as given will be scrupulously followed.

16.2 The Provider will carry necessary diagnostic equipment such as ECG, Echo Ultrasound etc. to these free medical camps.

16.3 The Provider will provide services of concerned specialists namely Cardiologists, CT Surgeon, Neurosurgeons, Urologists, Oncologists, Gynecologists. Plastic Surgeon, Pediatric Surgeon, General Physicians to the camp to facilitate proper evaluation of the patients.

16.4 The Provider will submit the camp confirmation and indent online as given in camp policy in the prescribed format to RGJAY society/ Insurer/TPA at least one week in advance of the stipulated date.

- 16.5 The Provider will inform all the stakeholders such as district Administration, concerned public representatives, PHC / AH / DH staff etc. well in advance for successful conduct of the camp.
- 16.6 The Provider will spread awareness about the camp through Publicity in coordination with District Coordinator. Regional Coordinator, PHC staff and Aarogyamitra/s.
- 16.7 The Provider will provide patient data to RGJAY society / Insurance in the prescribed form at the end of the camp.
- 16.8 The Provider will enter the details of the patients screened and referred at the camps on the RGJAY society website on the same day of the camp.
- 16.9 The Provider will coordinate constantly with the Medical camps cell of the RGJAY society in all matters related to Medical camps.
- 16.10 The patients referred from the camp will be followed up and transported to the Hospital within 10 days of the camp unless the patient is not willing, in which case the same should be recorded and updated in the Website.
- 16.11 Provider will have an Officer designated as Medical Camp Coordinator (MCCOs) for the scheme to coordinate with RGJAY society / Insurer / TPA through Aarogyamitra. The provider agrees to submit the details of appointed MCCO's.

The provider agrees to inform the insurer/ TPA& RGJAY society about the change in the MCCO designated if any, during the tenure of the agreement.

The Provider will give the full time services of RGJAY Medical Camp Coordinator (MCCO) to coordinate all activities related to camps and patient follow up from camps.

The following will be the responsibilities of Medical Camp Coordinator (MCCOs):

- Confirmation of camps online and indenting online.
- Carrying out the IEC activities within camp area at least 7 days before the camp date.
- Providing facilities like shamianas, chairs, screening enclosures.
- Providing common medicines in the camps.
- Arrange for distribution of incentives to the medical officers.
- Coordinating and ensuring participation of specialists.
- Arranging the diagnostic equipment
- Coordinate with PHC doctors / government Doctors. Public Representatives, SHG groups and Local Administration.
- Raising claims online for the camps conducted.
- Follow – up of patients referred from Camps as per clause 16.10

Article 17: Admission of Beneficiary:

- 17.1 Request for examination and if necessary hospitalization for surgical procedures on behalf of the Beneficiary will made by the “RGJAY Help Desk” at PHC/ Government Hospital or by the “RGJAY Assistance Counter / Kiosk” at Network Hospital.

- 17.2 Aarogyamitra/s at RGJAY Assistance Counter / Kiosk at the Network Hospital will coordinate with the Provider from the time of admission till discharge after the surgical procedure/treatment.

Article 18: E-Pre- Authorization:

- 18.1 Pre-authorization request will be sent only after admission and the patient will be there in the hospital as inpatient till final decision on the Preauthorization is made.
- 18.2 The Provider will submit the e-pre-authorization, after admitting the patient as in-patient, on the RGJAY Website complete in all aspects including the signed copy of consent of the patient. All relevant test reports along with Digital photograph of the Beneficiary taken in the hospital should also be uploaded. Catheterization CD, MRI films, X-rays, Or PACS images biopsy reports will be uploaded, and cytology and biopsy reports / slides should be submitted. Provider has to follow Clinical Protocols circulated by Insurance Company when raising e-Pre-authorization.
- 18.2a Insurer/TPA undertake to approve the Preauthorization, indicating the relevant package rates within 24 working hours of the receipt of the request for pre-authorization form as well as the required data and information online.
- 18.2b the Provider agrees to update the surgery online immediately after performing the Surgery. However, the validity period of the pre-authorization is 30 days from the date of approval. The Provider agrees to update clinical notes of ALL cases (both Pre & Post pre-authorization notes) in the Website on daily basis. If the surgery / therapy are not update within 30 days after approval of pre authorization, the same will automatically get cancelled in the RGJAY Portal.
- The provider should obtain fresh approval for the cancelled pre-authorization by mentioning valid reasons and the Insurer reserves the right to approve the request of pre-authorization. After Approval of pre-authorization, if the patient is not found on bed at the time of routine check by officials of RGJAY society/ Insurer and in case the provider unable to present the patient during the routine check by officials of RGJAY society /Insurer/TPA, the Insurer/TPA reserves the right to cancel the Preauthorization .
- 18.2c if the provider is not able to conduct the operation within a reasonable time for any reason other than medical such as non-availability of beds or specialists, the Provider will arrange for the operation to be conducted at any other appropriate Network Hospitals in consultation with the Insurer.
- 18.2d The provider agrees that the approval of Pre-authorization by TPA / Insurer is mere approval for eligibility of case for Assistance under scheme and should not be construed as approval of choice of the treatment & outcome consequences thereof which is sole responsibility of treating Doctor.
- 18.2e Any deficiency in documentation & ONLINE updating of data and protocols by the provider which may lead to pending of Pre-authorization approval, the responsibility for such delay leading to delay in treatment & outcome is sole responsibility of the Provider.

- 18.2f the provider agrees that any Rejection of Pre-authorization shall not be construed as denial of treatment to the patient and outcome thereof, it is a mere rejection of assistance under the scheme guidelines. The provider agrees to exercise best of his judgment and counsel the patient about the alternate ways of providing such care including the option of referring the patient to Govt. Institution wherever such facility exists.
- 18.3 Preauthorization preferably will be given to the network hospital whichever does the preliminary screening either at the Medical camp or at the hospital. Second pre-authorization for the same patient from different network hospital will not be entertained for the same procedure unless medically warranted or surgical procedure is unduly delayed by the first hospital without proper medical grounds.
- 18.4 Insurer reserves the right to disallow the claim if the Surgery / Therapy is performed before any approval from the Insurer/TPA and pre-authorization is obtained at a later date keeping the insurance / TPA in dark about the surgery /therapy.
- 18.5 The provider agrees to send the enhancement requests before the discharge of the patient through E-mail or by fax and follow the enhancement guidelines and enhancement module manual in the booklet. The Provider agrees to abide by the decision of Technical Committee and shall extend cashless facility to the patient.
- 18.6 The provider agrees to obtain emergency Telephonic Approval for emergency cases only. The Insurer /TPA reserve the right to cancel the Emergency telephonic approval, if the provider fails to update the pre-authorization online within 72 hours of Emergency telephonic approval. The provider also agrees to perform the surgery / therapy obtained through telephonic intimation within 24 hours from the date and time of telephonic approval.

The Provider also agrees to update the surgery/ therapy done for telephonic instructions online mentioning the date & time along with specific remarks and photographic evidences while updating the online pre-authorization, starting from the telephonic intimations.

18.7. Preauthorization Procedure - RTA / MLCs:

1. If requesting a pre-authorization for any potential medico-legal case including Road Traffic Accidents, the Provider shall indicate the same in the relevant section of the standard form.
2. In case of a road traffic accident and or a medico legal case, if the victim was under the influence of alcohol or inebriating drugs or any other addictive substance or does intentional self-injury, it is mandatory for the Provider to inform this circumstance of emergency to the insurer or its representative TPA.

Article 19: Transport of Patients:

- 19.1 The Provider agrees to bear the cost of transport charges (one side –second class railway or state transport fare) incurred by the beneficiary and agrees to arrange the same at time of discharge and obtain acknowledgment from the patient accordingly. The Provider agrees to obtain signature of beneficiary on the acknowledgment sheet generated from the portal and upload the scanned copy to RGJAY Web portal.

Article 20: Free food to patients:

- 20.1 The Provider agrees to provide free food to the patients as envisaged in the package rates either through in-house pantry or by making alternate arrangements like supplying from nearby canteen.

Article 21: Discharge and Follow up:

- 21.1 Intimation of the impending discharge of the Beneficiary need to be advised to RGJAY Assistance Counter at least one day before the discharge of the patient.
- 21.2 The discharge has to be done in the presence of MCO and Aarogyamitra concerned and update the details ONLINE.
- 21.3 At the time of Discharge the transportation cost to and fro has to be reimbursed to the Patient, if the Hospital has not provided the transportation. The acknowledgment of receiving the amount for transportation has to be generated from the RGJAY society portal and the signed copy has to be uploaded.
- 21.4 Discharge summary will be generated from the RGJAY society portal in a pre-printed stationary. The Discharge summary will consist of all the treatment details of the Patient at the Hospital and the follow up regime for the Patient including consultation and medication.
- 21.5 All the patients must be provided with follow-up medicines after discharge by the provider as part of the package.
- 21.6 If the same Patient is coming back to the Hospital, the follow up details have to be uploaded in the RGJAY society portal.
- 21.7 Feedback letter of the Patients has to be generated from the RGJAY society portal and the signed copy has to be uploaded.
- 21.8 The MCO & Aarogyamitra should counsel the patient for all the precautions to be taken for the post-operative care.
- 21.9 All patients who require follow-up medicines will be advised by the provider to come back on 11th day of discharge for first follow-up mandatory. The date of first follow-up will be generated by the RGJAY society portal along with the discharge summary.
- 21.10 The subsequent follow-ups for the above cases will be as per the follow-up guidelines

- 21.11 The Provider will agree to provide follow-up services for a period of ONE YEAR under the Scheme.
- 21.12 The provider will provide free post-transplant immunosuppressive therapy for a period of six months from date of surgery (1st to 6th month), irrespective of agreement period for all cases of renal transplant within package. The provider will do cashless post-transplant immunosuppressive therapy for the remaining period of six months (7th to 12th month).
- 21.13 The provider will agree to provide free post-surgical physiotherapy services, wherever required for the agreement period.
- 21.14 The provider has to keep records as per requirement of Insurance Company /RGJAY Society

Article 22: Billing Procedure / Checklist for the Provider at the time of Patient's discharge:

- 22.1 It is admitted and agreed that the Provider is aware that this MOU has arisen for the purpose of implementation of the RGJAY Community Health Insurance Scheme (RGJAY I & II) intended for low income families in specified Districts of Maharashtra and accordingly the Provider will in no circumstance charge or seek any payment from the Beneficiary families but will look only to for indemnity, and that too only to the limits/ schedule of fees in respect of procedures referred to earlier and agreed to under this MOU.
- 22.2 Signature or the LTI of the patient / Beneficiary will be obtained on final hospital bills and the discharge form.
- 22.3 The provider will submit the relevant documents for that procedure as specified in the website from time to time. :
- 22.4 Feedback form from the patient should also be obtained and sent along with the bills to in prescribed format. The form should indicate clearly that list of items mentioned in clause 6.7 has been provided to patient.
- 22.5 Provider should ensure that Chemo Therapy Drugs are physically administered to the Patients. Provider should produce bills by quoting batch no. and attaching empty vials & ampoules with intact labels.
- 22.6 The Provider will have-an Officer designated as Billing Head in order to follow the process the online work flow. The provider agrees to submit the details of Billing Head.

Article 23: Warranties by Insurer:

- 1 The selection and empanelment of the NWH is made based on the E-empanelment application and all the material information / disclosures provided by the Hospital & the Infrastructure audit conducted by the Representative/s from RGJAY Society / TPA. And score sheet & grade by PHD based on NABH endorsed tool for Multi specialty hospital /

MOU grade tool for single specialty hospital

- 2 The Network Hospital will be solely responsible for any consequences arising out of any wrong information / non disclosures of the material facts by the NWH, resulting in any wrong selection / grading / grant of specialties' to the hospital by the Insurer.
- 3 ***The package rates & Specialties given to the NWH are based on the current score and grade obtained by the NWH in the audit conducted by PHD based on NABH endorsed criteria for multispeciality and MOU based grading of single specialty, The same will be valid for a period of 6 months and can be reviewed at the end of this period.***
- 4 ***The Public Health Dept. Govt. of Maharashtra/Society will undertake full inspection/s as per the NABH endorsed criteria and will make available the inspection reports to the empanelment committee for final grade assessment and approval, of network hospitals. The reaudit, as per the NABH endorsed criteria, will be done every 6 months and those cases will again be taken up in the empanelment committee for upgradation/ downgradation of the service provider as per the results of the reaudit. Besides above the empanelment committee will also compulsorily consider the following cases:***

The empanelled committee has the rights to consider the representation made by hospitals purely on merit and accordingly direct reaudit based on which upgradation/downgradation will be decided. However it is also made clear that such hospitals whose grades have been changed will also undergoes six monthly audit as per NABH endorsed criteria by DHS team as is the case with other empanelled hospitals.

- a. ***The hospitals which are already accredited by QCI/NABH would be given "A1" grade directly.***
- b. Insurer under this MOU is obligated to pay to the Provider (for the necessary medical treatment given to the Beneficiary provided the Provider has fulfilled all the necessary conditions as mentioned)
- c. This agreement is signed by a person duly authorized by insurer and all the terms and conditions contained in this agreement are binding on the Insurer.
- d. The Insurer will deduct the TDS or any applicable taxes as per law from time to time while settling the bills. If any exemption is available to the provider they must inform the insurer in advance.

Article 24: Payment Terms and Conditions

- 24.1 Insurer hereby agrees and undertakes to pay all the eligible bills within 15 working days after submission of all supporting documents including post-operative investigations and reports as required online 24.1a the payments to the provider are made by the Insurer after deducting Taxes (TDS) as per prevailing IT Rules, and accordingly Insurer

will issue the Form No. 16A t the end of Financial Year. Provider hereby agrees to comply all the formalities required in fulfilling regulations of Income Tax Dept.

- 24.2 The provider agrees to submit the core banking number IFSC code to the insurer to facilitate electronic fund transfer for settling the claims. The payment will be done directly by the Insurer to the provider by NEFT/Electronically.
- 24.3 The Provider agrees to submit all the claims for the surgeries / Treatments performed within 60 days from the date of discharge of patient.
- 24.4 The provider agrees to perform Surgeries / Treatment within 30 days from the date of expiry of this agreement for all the Pre-authorizations obtained during the period and submits the claim as per clause 23.3 above.
- 24.5 Provider will be paid as per Hospital Grading Structure.
- 24.6 Claim settlement shall be done as per Claim Settlement Guidelines of Insurance Company.
- 24.7 The power to deny a claim lies solely & only with the Insurer.
- 24.8 *If provider is not satisfied with the decision of Insurer in this regard, then it can appeal to Central Committee through online with available software application for rejected claims separately.*

Article 25: Limitations of liability and indemnity:

- 25.1 The Provider will be responsible for all commissions and omissions in treating the patients referred under the scheme and will also be responsible for all legal consequences that may arise. Insurer /TPA/RGJAY society will not be held responsible for the choice of treatment and outcome of the treatment or quality of the care provided by the provider and should any legal complications arise and is called upon to answer the provider will pay all legal expenses and consequent compensation, if any.
- 25.2 The Provider admits and agrees that if any claim arises out of alleged deficiency in service on their part of on the part of their men or agents, then it will be the duty of the provider to answer such claim. In the unlikely event of Insurer/Society/TPA being proceeded against for such cause of action and any liability was imposed on them, only by virtue of its relationship with the provider and then the provider will step in and meet such liability on their own.
- 25.3 Notwithstanding anything to the contrary in this Agreement, neither Party will 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 of negligence.
- 25.4 The Provider undertake for applicability of terms and conditions mentioned and in all the MOUs executed for all the phases in-lieu of this MOU.

Article 26: Confidentiality

- 26.1 All the stakeholders undertake to protect the secrecy of all the data of Beneficiary families and trade or business secrets of and will not share the same with any unauthorized person for any reason whatsoever within or without or consideration.
- 26.2 The provider agrees to protect the confidentiality under this agreement and ensures not to recruit ex-employees of insurer/TPA anytime during this agreement and also for a further period of one year from the date of expiry of this agreement.

Article 27: Termination

- 27.1 Any deficiency in service by the empanelled hospitals (Provider) or noncompliance of the provisions of MOU will be scrutinized by the Empanelment Committee of the Insurer/TPA/RGJAY Society and make deliberations to **suspend / de-list / stop payments** or any other appropriate action based on the nature of the complaint against the Provider.

The Provider shall abide by the deliberations made by the Insurer.

PROCESS FOR DE-EMPANELMENT OF PROVIDERS

Process to Be Followed For De-Empanelment of Providers:

Step 1 - Putting the Provider on “Watch-list”

1. Based on the claims data analysis and/ or the Provider visits, if there is any doubt on the performance of a Provider, the Insurance Company can put that Provider on the watch list.
2. The data of such Provider shall be analysed very closely on a daily basis by the Insurance Company for patterns, trends and anomalies.

Step 2 - Suspension of the Provider

3. A Provider can be temporarily suspended in the following cases:

a. For the Providers which are in the “Watch-list” if the Insurance Company observes Continuous patterns or strong evidence of irregularity based on either claims data or field Visit of Providers, the Provider shall be suspended from providing services to policyholders/insured patients and a formal investigation shall be instituted.

b. If a Provider is not in the “Watch-list”, but the insurance company observes at any stage That it has data/ evidence that suggests that the Provider is involved in any unethical Practice/ is not adhering to the major clauses of the contract with the Insurance Company Involved in financial fraud related to health insurance patients, it may immediately Suspend the Provider from providing services to policyholders/insured patients and a Formal investigation shall be instituted.

4. A formal letter shall be send to the Provider regarding its suspension with mentioning the

Time frame within which the formal investigation will be completed.

Step 3 - Detailed Investigation

5. The Insurance Company can launch a detailed investigation into the activities of a Provider in The following conditions:

- a. For the Providers which have been suspended.
 - b. Receipt of complaint of a serious nature from any of the stakeholders
6. The detailed investigation may include field visits to the Providers, examination of case Papers, talking with the policyholders/insured (if needed), examination of Provider records Etc.

7. If the investigation reveals that the report/ complaint/ allegation against the Provider is not Substantiated, the Insurance Company would immediately revoke the suspension (in case it is Suspended). A letter regarding revocation of suspension shall be sent to the Provider within 24 Hours of that decision.

Step 4 - Action by the Insurance Company

8. If the investigation reveals that the complaint/allegation against the Provider is correct then Following procedure shall be followed:

- a. The Provider must be issued a “show-cause” notice seeking an explanation for the aberration.
- b. After receipt of the explanation and its examination, the charges may be dropped or an action can be taken.

Schedule-II

c. The action could entail one of the following based on the seriousness of the issue and Other factors involved:

- i. A warning to the concerned Provider,
- ii. De-empanelment of the Provider.

9. The entire process should be completed within 30 days from the date of suspension.

Step 5 - Actions to be taken after De-empanelment

10. Once a Provider has been de-empanelled by insurer, following steps shall be taken:

- a. A letter shall be sent to the Provider regarding this decision.
- b. This information shall be sent to all the other Insurance Companies which are doing Health insurance business.
- c. An FIR shall be lodged against the Provider by the insurer at the earliest in case the de-empanelment is on account of fraud or a fraudulent activity.
- d. The Insurance Company which had de-empanelled the Provider, may be advised to notify The same in the local media, informing all policyholders/insured about the de-empanelment, So that the beneficiaries do not utilize the services of that particular Provider.

e. If the Provider appeals against the decision of the Insurance Company, the Aforementioned actions shall be subject to the dispute resolution process agreed in the Service level agreement.

Article 28: Jurisdiction

28.1 Any dispute arising of this MOU will be subject to arbitration as per Arbitration Act and subject to the jurisdiction of Maharashtra courts only.

28.2 Any amendments in the clauses of the Agreements can effected as an addendum, after the written approval from both the parties.

Article 29: Non-exclusivity:

29.1 Insurer reserves the right to appoint other Provider/s for implementing the packages envisaged herein and provider will have no objection for the same and vice-versa.

In witness there of this agreement executed by or on behalf of the parties on the day and year mentioned above.

Article 30: Commencement.

The Effective Date of this Agreement is the date of signature by the Parties (if signed by the parties on separate dates, the latter of the three) and shall remain in full force and effect for 12 full months after the Date of Signing and shall automatically renew for subsequent years term, unless terminated as provided.

Article 31: General Conditions

31.1 Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately due to causes beyond that party's reasonable control and occurring without its fault or negligence, including, but not limited to: natural disaster (earthquake, hurricane, flood); war, riot or other major upheaval; performance failures of external parties to the Agreement (e.g., disruptions in telephone service attributable to the telephone company). As a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice of the occurrence. Dates by which performance obligations are scheduled to be met will be extended as agreed between the parties.

31.2 During the term of this Agreement the Provider authorizes TPA and INSURER to make reference to the Provider and its affiliated providers as part of "TPA" Provider Network to the Beneficiaries. Provider, provider affiliates, and "TPA" shall not otherwise use the other Party's name, symbol or service mark without prior written consent, which shall not unreasonably be withheld.

31.3 All notices from one party to the other party pursuant to this Agreement shall be in writing and shall be delivered either personally, by nationally recognized overnight delivery service, courier services, or by certified or registered post.

31.4 The date of receipt and effective date of the notice will be determined as follows:

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32.1.1 The date on the signed receipt if delivered personally, by overnight service, or courier.

32.1.2 The date indicated on the return receipt if delivered by registered or certified mail.

32.2 It is agreed by and between the parties:-

- a. The Article and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or intention of this Agreement.
- b. No amendment to this Agreement is valid unless it is reduced to writing and duly signed by all the parties, unless the amendment is deemed to be automatic as per the terms of this agreement.
- c. In the event of any inconsistency between the provisions of this Agreement and the Schedules/annexure hereto, the provisions of the Agreement shall prevail over that of the Schedule. However, both the parties agree and understand that the IRDA guidelines on Standardization of Health Insurance issued vide IRDA/HLT/CIR/036/02/2013 dt. 20/02/2013 and the IRDA (Health Insurance) Regulations, 2013, the parties shall be bound by the same. In case there is any inconsistency or repugnancy between the provisions of the aforesaid IRDA Guidelines and Regulations on the one hand and the provisions this Agreement on the other, the parties shall be bound by the former for all their intents and purposes. The parties hereto agree that the provisions of this agreement are in addition to and not in derogation of any of the provisions of the aforesaid IRDA Guidelines and Regulations, and that the same shall be deemed to have been engrafted in this agreement.
- d. If any or more provisions of this Agreement, or any part or parts thereof, should, for any reason, be found to be illegal, unenforceable or of no effect in any respect, the same shall be severed from this Agreement and the remaining provisions shall be valid and binding and shall not in any way be affected or impaired thereby.

- e. The Insurer shall have discretion at all times, in modifying, adding, deleting or cancelling the contents of this agreement, at its sole discretion, and that the other parties shall be bound by the same.
- f. Any express waiver of any term or condition in this Agreement or waiver of a breach of such term or condition shall not constitute a waiver of any of the other terms and conditions or of any future breach or breaches of any term or condition or operate as a continuing waiver.
- g. Neither party can assign its right and obligations under this Agreement to any third party, without the prior written consent of the other two parties. However, this shall not apply to any right or obligation that would befall any party to this agreement on account of portability of insurance (subject to the Regulations of IRDA) as opted by any insured in terms of the IRDA (Health Insurance) Regulations, 2013 or any amendment modification thereto.
- h. Neither party shall transfer its rights or obligations in any manner what so ever without the prior consent of the other parties.
- i. This agreement is entered into by the parties hereunto on principal to principal basis, and as such neither party shall be deemed to be the agent of the others or partner of the others.

Article 32: List of TPA which are empanelled by the insurer as per IRDA regulation and who are duly licensed .to carry out health insurance related services for Rajiv Gandhi Jeevandayee Aarogya Yojana As per **Annexure**

1. SIGNED SEALED AND DELIVERED by the within named

Insurance Company Ltd. by the hand of its duly Constituted Attorney

Through _____

in the presence
of _____

2. SIGNED SEALED AND DELIVERED by the

Within named Provider _____

By the hand of its duly Constituted Attorney

Through _____

In the presence of _____

3. SIGNED SEALED AND DELIVERED by the

Within named Provider
