

**RAJIV GANDHI JEEVANDAYEE AROGYA YOJANA
MAHARASTRA**

MEMORANDUM OF UNDERSTANDING

BETWEEN

Rajiv Gandhi Jeevandayee Arogya Yojana Society

&

National Insurance Company Limited

भारतीय न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

General Stamp Office, Mumbai
S.V. No. 1-3
4 AUG 2011
Officer

श्री. राजीव गान्धी जीवन्दायक आरोग्य योजना सोसायटी, मुंबई
राज. नं. २, कुल्लुबुर्गे, सेंट. जे. जी. हॉस्पिटल कॉम्प्लेक्स, मुंबई-२
भेदाधिकार प्राप्त, को. एच. ई. मुंबई-२
कंपोसिबल दिनांक
संबंधी क्षेत्र/क्षेत्रीय
मुद्रांक
STERLING CINEMA BLDG, 4th FLOOR,
65, MARZBAN STREET, FORT,
MUMBAI - 400 001. 000687

SAWANT

M o U (Memorandum of Understanding)

RAJIV GANDHI JEEVANDAYEE AROGYA YOJANA IN MAHARASHTRA. THE FIRST PHASE in 8 DISTRICTS OF GADCHIROLI, , AMRAVATI , NANDED, SOLAPUR, DHULE, , RAIGAD, MUMBAI CITY, MUMBAI SUBURBA DISTRICTS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the "MOU/Agreement") is executed at Mumbai on this day of September 2011 between the Rajiv Gandhi Jeevandayee Arogya Yojana Society registered under the Societies Registration Act 1860 having its office at First Floor of Arogya Bhavan, St. Georges' Hospital campus, Mumbai 400001 (hereinafter referred to as the "Insured" and Party of the first part) represented by the Chief Executive Officer, Rajiv Gandhi Jeevandayee Arogya Yojana Society, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;) Party of the First Part

भारतीय गैर न्यायिक

एक सौ रुपये

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ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

परवानाधारक मुद्रांक विक्रेता
कोर्टी ब्लॉक रोड, सायबि
पॉस्ट नं. ३, लुहमसुबई, सहानगरपालिके समोर,
सहानगरपालिका भागी, सी. रोड. टी. मुंबई-१.
प्रांतिक
संकेत
मुद्रांक

2 SET
ER 858747
000685
NATIONAL INSURANCE CO. LTD.
M B R O
Singing Cinema Bldg, 4th Floor,
65, Murzban Street Fort,
Mumbai - 400 001.

Stamp Office, Mumbai
140
AUG. 2011
Officer

T & SAWANT

AND

M/s National Insurance Company Ltd. (NIC) MBRO 4th floor, 65, Murzban Street, Fort, Mumbai-400001, Maharashtra

an Insurance Company registered under Insurance Act 1938 having its registered office at Kolkata, India (hereinafter referred to as the "Insurer" and the Party of the second part) represented by its Chairman cum Managing Director (which expression, shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.) Party of Second part

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

MAHARASHTRA

परमाणुचिह्न मुद्रांक निशान
कोपी कृपया जेवनात टाकण्यात
शेअर नं. ३, कुलकर्णीबाई, गंगानगरपालिके समोर,
महापौरिका मार्ग, पो. एम. टी. मुंबई-१.
प्रकार..... दिनांक.....
संबंधी प्रतिक्रिया.....
मुद्रांक.....

2 SEP 2011

ER 858746

000586

NATIONAL INSURANCE CO. LTD.

BRO

Sterling Cinema Bldg, 4th Floor,
65, Marzban Street Fort,
परधानाचारक मुद्रांक निशान
Mumbai - 400 002.

Stamp Office, Mumbai
No. 146
AUG 2011
Officer

T. SAIKANT

WHEREAS:

1. The Rajiv Gandhi Jeevandayee Arogya Yojana Society, a nodal agency has, after a due selection process involving technical and financial evaluation, awarded the contract of insurance under the "RGJAY in 8 districts of Gadchiroli, Amravati, Nanded, Solapur, Dhule, Raigad, Mumbai city, Mumbai Suburban Districts in the State of Maharashtra for cashless hospitalization/treatment for its beneficiaries in 30 identified specialized categories envisaging 972 identified procedures and 121 follow up procedures to the Insurer;
2. The Insurer has agreed that it shall provide the Health Insurance Services to the families of below poverty line (i.e. Yellow Ration Card Holders) ("BPL"), Antyodaya Anna Yojana card holders, Annapurna card holders and Above Poverty Line (i.e. Orange Ration Card holders) ("APL") belonging to eight districts of Maharashtra under Phase -1 covered under RGJAY on the terms and conditions of the Policy and more particularly described in this Agreement within the state of Maharashtra;

3. The implementation of **RGJAY** through the Insurer under this Agreement shall be effective from date of effectivity (preferably within 60 days and maximum within 90 days of signing MOU for Phase-I) for a period of one year and shall expire on one year after date of effectivity;
4. The Insurer represents that it is registered under Section 3 of the Insurance Act 1938 (Act 4 of 1938) having its Registration No. 58 and is *inter alia* engaged in the business of general insurance in India; and
5. The Insurer has agreed to issue the Policy to the satisfaction of and in favour of the Insured covering the Beneficiary Families in the manner agreed herein.

NOW THEREFORE IT IS AGREED as follows:

1. DEFINITIONS & INTERPRETATION

The following terms and expressions shall have the following meanings for purposes of this Agreement:

- i. **"Agreement/MOU"** shall mean this Agreement/MOU, RFP document and all schedules, supplements, appendices,
- ii. appendages and modifications thereof made in accordance with the terms of this Agreement/MOU;
- iii. **"Benefit(s)"** shall mean the health services that the Beneficiary Families are entitled to receive based on this Agreement and the Policy issued to the Insured by the Insurer under the **RGJAY** and subject to the terms and conditions of the Policy;
- iv. **"Beneficiary (ies)/Beneficiary Family (ies)"** shall mean those existing Families of BPL, Antyodaya, Annapurna and APL (except white ration card holders) belonging to eight districts of Maharashtra (i.e. Gadchiroli, Amravati, Nanded, Solapur, Dhule, Raigad, Mumbai city and Suburban Mumbai) covered and enrolled under the **RGJAY**;
- v. **"Business Day"** shall mean days on which commercial banks are open for business in India;
- vi. **"Government"** shall mean either, Government of Maharashtra;
- vii. **"RGJAY"** shall mean Rajiv Gandhi Jeevandayee Arogya Yojana;
- viii. **"RGJAYS" or "Society"** shall mean Rajiv Gandhi Jeevandayee Arogya Yojana Society and having its office at Arogya Bhavan, Mumbai 400001;
- ix. **"De-Listing of Empanelled Hospitals/Nursing Homes"** shall mean delisting the Empanelled Hospital by the Insurer based on the criteria defined;
- x. **"Empanelled Hospitals/Nursing Homes"** shall mean the Hospital/ Nursing Home as has been empanelled by the Insurer as per parameters defined in this Agreement to provide health care services under **RGJAY**;

- xi. **"Family (ies)"** mean members as listed on the RGJAY Health Cards or holding valid Orange Ration Card/Yellow Ration Card and Antyodaya, Annapurna (except while ration card holders). The details in the Health Card will be taken as the proof for determining the eligibility of the Beneficiary. For those Beneficiary Families whom the Health Cards are not distributed, the Beneficiary Families will be identified based on names displayed on their valid Orange Ration Card/Yellow Ration Card coupled with Aadhaar number or photo identity card issued by a government agency (driving license, election card, school identification, certificate issued by authorized office) till he/she gets Aadhaar number;
- xii. **"Force Majeure Event"** shall include: fire, flood, earthquake, war,
- xiii. **"Health Card"** shall mean health photo card for RGJAY Beneficiary Families issued under RGJAY by the Insurer as per specifications given by the Insured; and
- xiv. **"Insured"** shall mean the Government of Maharashtra /Rajiv Gandhi Jeevandayee Arogya Yojana Society, nodal Agency who has paid the premium on behalf of their Beneficiary Families to the Insurer for availing the health insurance services under RGJAY;
- xv. **"Insurer"** shall mean [M/s. National Insurance Company Ltd.];
- xvi. **"IRDA"** shall mean the Insurance Regulatory and Development Authority established under the Insurance Regulatory and Development Authority Act 1999;
- xvii. **"Law"** includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye laws, clauses, regulations, notifications, guidelines, policies, and orders of any statutory authority constituted under the provisions of Constitution of India or Courts in India;
- xviii. **"Orange Ration Card"** shall mean the ration card distributed by Department of Food and Civil Supplies, Government of Maharashtra;
- xix. **"Package Charges"** shall mean the indicative maximum charges per ailment/procedure for Benefits including follow up package covered by this Agreement as fixed under RGJAY and this Agreement;
- xx. **"Party"** shall mean either the Insurer or the Insured individually as the case may be and **"Parties"** shall mean both the Insurer and the Insured collectively;
- xxi. **"Policy"** shall mean the health insurance policy of the Insurer issued to the Insured on behalf of the Families of BPL population (Yellow Ration Card holders), Antyodaya, Annapurna and Above Poverty Line Population (APL-Orange Ration Card holders) belonging to eight districts of Maharashtra as set out under the RGJAY;
- xxii. **"Premium"** shall mean an amount agreed by both Parties and

- charged per Family on an annual basis as consideration for providing health insurance services under this Agreement;
- xxiii. **“Project Office”** shall mean the office of the Insurer located at Mumbai and given by Purchaser to coordinate and implement the provisions of RGJAY under this Agreement;
- xxiv. **“Scheme”** shall mean the RGJAY as operational and as otherwise outlined in this Agreement;
- xxv. **“Yellow Ration Card”** shall mean ration card distributed by Department of Food and Civil **Supplies**, Government of Maharashtra;

Others

- i. Any **grammatical** form of a defined term herein shall have the same meaning as that of such term.
- ii. **“Headings”** are used for convenience only and shall not affect the interpretation of this Agreement.
- iii. Any **reference** to an agreement, contract, instrument or other document (including a reference to this Agreement) herein shall be to such agreement, instrument or other document as amended, supplemented or pursuant to the terms thereof.
- iv. **Terms and expressions** denoting the singular shall include the plural and vice versa.
- v. The term **“including”** shall always mean “including, without limitation”, for purposes of this Agreement.
- vi. The term **“herein”, “hereof”, “hereinafter”, “hereto”, “hereunder”** and words of similar import refer to this Agreement as a whole.

2. BENEFICIARIES:

The Insurer agrees and represents that the Beneficiaries would be entitled to the Benefits as per this Agreement and subject to the terms of the Policy.

3. BENEFICIARY FAMILIES:

3.1. Families holding yellow ration card, Antyodaya Anna Yojana card (AAY), Annapurna card and orange ration card from eight districts viz. Gadchiroli, Amravati, Nanded, Solapur, Dhule, Raigad, Mumbai city and Suburban Mumbai. The families with white ration card holding would not be covered under the scheme. The total number of beneficiary families in the state would be around 2,04,30, 527; out of which approximately 49 Lakh families in the 8 districts are to be covered under the scheme in first phase as on the date of publishing of the Request for Proposal (RFP) document. District wise profile of the beneficiary families is given below:

Phase-I	Districts	Population	*Approximate number of Beneficiary Families
1	Gadchiroli	970294	182889
2	Amravati	2607160	559473
3	Nanded	2876259	543961
4	Solapur	3849543	830011
5	Dhule	1707947	397674
6	Raigad	2207929	566231

7	MumbaiCity	3338031	482073
8	Mumbai Suburban	8640419	1340828
Total		26197582	4903140

* Based on data furnished by Civil Supplies department as on 31.05.2010.

3.2. The beneficiary families would be identified through the Rajiv Gandhi Jeevandayee Health Card issued by the Government of Maharashtra or based on the Yellow and Orange ration card issued by Civil Supplies Department. If health card doesnot contain Aadhaar number of beneficiaries, they can get enrolled in the UIDAI enrollment unit set up in the hospital before leaving the hospital.

3.3. The following actions would be undertaken by Network hospitals in case of the possible exceptional situations:

No.	Exceptional Situation	Requirement for benefit
1	No Health Card with beneficiary, but Valid Yellow or Orange Ration Card with name of beneficiary is available	Aadhaar number and in case Aadhaar number not taken any Photo ID card issued by Govt. (Driving license, election identity card with photograph, school ID, certificate issued by authorized office.) to correlate the patient name & photograph (In instance of emergency admission, provisional preauthorization may be given subject to confirmation of it against submission of valid photo identity card issued by Govt. before discharge.)
2	Children born after issue of card i.e. name and photo not available on health card or on valid yellow/Orange ration card	Photograph of child with either parent along with Health card/ valid Yellow or Orangeration card of parent and Birth certificate issued by authorized office.
3	Name is there in Yellow or Orange Ration Card and matches with name in photo identity. But the card is invalid as it does not match with the digitized list.	Not eligible for benefit package (The yellow /Orange ration card is cancelled after verification by department but still the family is holding it)

4. BENEFIT COVERAGE:

4.1 This is a package medical insurance scheme to cover hospitalization for surgeries and therapies through cashless treatment in respect of the following 30 identified specialized categories having 972 procedures and 121 follow up procedures along with follow up packages.

1	GENERAL SURGERY
2	ENT SURGERY
3	OPHTHALMOLOGY SURGERY
4	GYNAECOLOGY AND OBSTETRICS SURGERY
5	ORTHOPEDIC SURGERY AND PROCEDURES
6	SURGICAL GASTRO ENTEROLOGY
7	CARDIAC AND CARDIOTHORACIC SURGERY
8	PEDIATRIC SURGERIES
9	GENITOURINARY SYSTEM

10	NEUROSURGERY
11	SURGICAL ONCOLOGY
12	MEDICAL ONCOLOGY
13	RADIATION ONCOLOGY
14	PLASTIC SURGERY
15	BURNS
16	POLY TRAUMA
17	PROSTHESES
18	CRITICAL CARE
19	GENERAL MEDICINE
20	INFECTIOUS DISEASES
21	PEDIATRICS
22	CARDIOLOGY
23	NEPHROLOGY
24	NEUROLOGY
25	PULMONOLOGY
26	DERMATOLOGY
27	RHEUMATOLOGY
28	ENDOCRINOLOGY
29	GASTROENTEROLOGY
30	INTERVENTIONAL RADIOLOGY

4.2 Detailed list of specified surgeries and therapies falling in the identified groups and packages is given in Appendix – 1 (A) and the follow up package is given in Appendix – 1 (B) of this Agreement. The 131 procedures shaded in Appendix 1A are preferably performed in empanelled public hospitals/government medical colleges subject to availability of facility and procedure is planned. The rates for each procedure are indicative and represent upper ceiling and the Insurer may negotiate with the given empanelled hospitals to bring them down amicably. The Scheme would provide for cashless treatment to patients in the Empanelled Hospitals/Nursing Homes in case of covered surgical procedures, interventions and therapies connected with the diseases /conditions mentioned above and the Insurer agrees that the Policy shall accordingly provide for the aforesaid.

5. SUM INSURED:

5.1. The Scheme shall provide coverage for meeting all expenses relating to hospitalization of Beneficiary up to Rs. 1,50,000/- per Family per year in any of the Empanelled Hospitals/Nursing Homes subject to Package Charges on cashless basis through Health Cards. The Benefit shall be available to each and every member of the Family on floater basis i.e. the total reimbursement of Rs. 1,50,000/- per year can be availed by one individual or collectively by all members of the Family.

5.2. In case of renal transplant surgery, the immunosuppressive therapy is required for a period of 1 year. The Parties agree that the upper price ceiling for renal transplant would be Rs. 2,50,000 per operation as an

exceptional package exclusively for this procedure.. This would also form part of the coverage. The Insurer agrees and represents that the Policy amongst other provisions would also specifically provide for the aforesaid sum insured details.

6. PRE EXISTING DISEASES:

The Insurer agrees that all diseases under the Scheme will be covered from its inception. The Insurer further agrees that a Beneficiary suffering from any disease prior to the inception of the Policy and/or execution of this Agreement shall also be covered under the approved procedures for that disease and shall be eligible for Benefits under this Agreement and as provided under the Policy.

7. PRE AND POST HOSPITALIZATION:

The Insurer agrees and represents that:

- 7.1. From date on which the Beneficiary reports to the Empanelled Hospital and for the period up to **10 days from the date of discharge from such Empanelled Hospital**, the treatment so required by the Beneficiary shall form part of the coverage under the Policy.
- 7.2. The Insurer represents that it shall ensure that the Empanelled Hospital provides follow-up free consultation, diagnostics and medicines when a Beneficiary reports for follow-up within 10 days of discharge from the Empanelled Hospital

8. HEALTH CARDS

All eligible Families in the eight districts of Maharashtra (Gadchiroli, Amravati, Nanded, Solapur, Dhule, Raigad, Mumbai city and Suburban Mumbai) shall be provided with Health Cards in due course of time. These Health Cards will be used for identification of Beneficiary Families under the Scheme. Health Cards will be prepared by using data of valid Yellow Ration Cards and Orange Ration Cards coupled with Aadhaar numbers issued by Unique Identification Number ("UID") authorities. As an interim measure till the Health Card is issued, the valid Orange Ration Card/Yellow Ration Card with Aadhaar number or in case Aadhaar number not available, any photo identification card of patient issued by government agencies (driving license, election identification) would be required to correlate the Beneficiary name and photograph for identification of the Beneficiary.

9. WEB PORTAL:

The Insurer agrees to provide a web platform solution which is equivalent or better to AP's Aarogysri solution.

- 9.1 The Insurer agrees and represents that all activities related to the Scheme shall be implemented through a dedicated portal of RGJAYS, the development and maintenance cost of which will be borne by the Insurer. The source code and system design document for the application exclusively developed by the Insurer for RGJAY shall be provided in good working condition to RGJAYS before official launch of the website/portal. The software should be customizable by any third party if the Insuredso requires. The Insurer shall provide detailed

system documentation with flowcharts to the Insured. Detailed user documentation should also be provided. At the sole option and discretion of the RGJAYS, the application, programs, source code knowledge should be transferred by the Insurer to a third party as nominated by the Insured. A dedicated data center in the name of RGJAY will be maintained by the Insurer.

- 9.2. The Insurer agrees and represents that the proprietary rights of the software, source code and hardware will at all times be vested with the Insured (RGJAYS) and the Insurer shall execute all the necessary documents for transfer of the software to the RGJAYS. All the database scheme and data structure including patient records will be property of the RGJAYS. All the database has to be in open standards and exportable to XML format. Confidentiality of patient records shall be maintained by the Insurer. The Insurer agrees to develop the software as per the requirement of the Scheme on the directions and guidelines as mandated by the RGJAYS
- 9.3. The software should have the provision to record the UID to cater to the future scenario wherein citizens will have a UID for unique identification and authentication. Required information technology infrastructure shall be procured and maintained by the Insurer during the term of this Agreement. The software solution shall contain all suitable security features to protect and secure the database. Appropriate access and authorization controls should be incorporated in the software. The Insurer shall provide for backup of management services (conduct regular backups and restoration, of critical data and systems to achieve the adequate service level)
- 9.4. The software should have facility to generate alerts and reminders through email/short messaging service on mobile phones to recipients as defined by RGJAYS. The Insurer shall document problems, isolation, and cause and rectification procedures for building knowledge base for the known problems.
- 9.5. The web portal will be a repository of information and will have the following features and the respective workflows:
 1. General Information of the scheme.
 2. The portal should be multilingual and provide information in English, Marathi and Hindi
 3. Details of patients reporting and referrals from the Primary health Centre / Rural/ Sub-district/Women/General/District hospitals on daily basis.
 4. E-Health Camps system and daily reporting of health camps.
 5. Details of patients reporting and getting referred from the health camps.
 6. E-Empanelment system.
 7. Emergency approval system.
 8. Call center application.
 9. Patient registration by Aarogyamitra in Network Hospitals.
 10. Details of in-patients and out patients in the network hospitals.
 11. On-bed reporting system.

12. Costing of the Tests done in the network hospitals.
13. E-preauthorization.
14. Surgery details.
15. Discharge details.
16. Real-time reporting, active data warehousing and analysis system.
17. Claim settlement.
18. Electronic clearance of bills with payment gateway.
19. Follow-up of patient after surgery and follow up services.
20. Distribution of Follow-up medicines.
21. Rajiv Gandhi Jeevandayee Messaging Services.
22. Grievance and Feedback workflow.
23. Bug Tracking System.
24. E-Office management.
25. Accounting system.
26. TDS workflow.
27. Death reporting system.

10. PAYMENT OF INSURANCE PREMIUM:

10.1. It is agreed that the Rajiv Gandhi Jeevandayee Aarogya Yojana Society shall pay to the Insurer an amount of Rs. 333/^{per family} plus service tax as applicable, towards the entire Premium. The payment shall be made in four installments .

- First Installment: Before the commencement of the Scheme
- Second installment: Before the commencement of second quarter of year
- Third installment: Before the commencement of third quarter of year
- Fourth installment: Before the commencement of fourth quarter of year

10.2. The total number of Beneficiary Families for each district is an indicative estimate and may vary. The number of the final Beneficiary Families for each district will be given within two month of signing of this MOU. The total premium payable would be adjusted based on this final figure of eligible Beneficiary Families.

10.3. Following activities should be completed by the Insurer before inception of Scheme and within three months of award of contract before release of the first installment of the premium:

1. The Insurer has to empanel minimum 100 hospitals in the State of Maharashtra (not restricted to 8 Districts of Phase I but the those in vicinity too) and it should be ensured that all procedures should be covered cumulatively in such Empanelled Hospitals.

2. The Insurer has to commence a call center with all requisite staff, departments and appointment of field staff with staff at Empanelled Hospitals. Appropriate software requirements and connectivity should be established in order to launch the Scheme.

11. PERIOD OF INSURANCE & PERIOD OF AGREEMENT:

11.1. The insurance coverage under the Scheme for the Beneficiary Families shall be in *force for* a period of one year from the date of commencement of the Policy (preferably within 60 days or maximum within maximum 90 days of signing MOU for Phase-I).

11.2. This Agreement shall be for an initial period of three years with effect from the date of effectivity and this Agreement shall be co-terminus with the Policy. The Policy shall be subject to annual review at the sole discretion of the Insured and it shall be subject to the review of quality of experience and also performance of the Scheme on yearly basis on performance parameters as below:

1. Percentage of health camps in a month (One health camp per week)
2. Claim ratio / performance
3. Number and percentage of complaints redressed against total complaints received.
4. Minimum number of hospitals to be empanelled at start of Scheme should be 100.
5. Time required for preauthorization 12 hours ordinarily and immediately in cases of emergency.
6. Time required for claim settlement.
7. Information Education Communication activities according to norms fixed.
8. Any other issue in relation to the fulfillment of the objective of the Insured

12. PERFORMANCE PARAMETERS AND LIQUIDATED DAMAGE CLAUSE:

The Insurer is required to perform multiple activities in performance of its obligations arising out of this Agreement, the Scheme and the Policy. Any activity not performed by the Insurer within the given time line shall hamper and adversely affect the implementation of the Scheme from the due date and shall cause damages and losses to the Insured and the Beneficiaries. Activities have been listed here under which the Insurer is required to complete within the specified period from the date of this Agreement, failing which liquidated damages as specified percentage on total premium per week/month shall have to be paid by the Insurer to the RGJAYS for the period of delay. The Insurer acknowledges that timely implementation of RGJAY is the essence of this Agreement and any delay in the milestones therein would cause damages to the Insured and therefore the liquidated damages as specified below are a reasonable pre-estimate of the damages as pre-agreed between the Parties and that may be caused due to delay in execution of the activities by the Insurer.

Sr. No	Activity	Time frame from the date of Signing of Agreement	Liquidated Damages for the delay in execution in % of the total Premium
LIQUIDATED DAMAGES PER WEEK			

1113 Based on the quality of experience and performance of the scheme, the State Govt/Society may extend the scheme to cover the whole state.

Sr. No	Activity	Time frame from the date of Signing of Agreement	Liquidated Damages for the delay in execution in % of the total Premium
A	a. Nomination of project Officer to coordinate and implement the scheme	7 days	1%
	b. Setting up of Project Office with infrastructure at the location given by RGJAYS in the jurisdiction of Municipal Corporation of Greater Bombay	30 Days	1%
B	Preparation and Certification of software on receiving the specification from Society.	3 month	1%
C	Dedicated Website as per the requirement (envisaging Empanelment MIS, HR MIS, Publicity and Camp MIS, E-authorization MIS, Claim MIS, Follow up monitoring MIS, Field operations Support service MIS, Grievance MIS, Medical Audit MIS, Key performance Indicators and variable salary, Operation maintenance MIS)	3 months	2.0%
D	Establishment of 24 Hrs. Call Center and Establishment of other infrastructure	3 month	1%
E	Establishment of sufficient infrastructure in each district. Installation of kiosk, computer and accessories etc.	3 month	1%
F	To identify the Hospital Network Providers and networking with them.	3 months	0.5%
G	To arrange cashless treatment of the insured in the empanelled hospitals under the scheme and facilitation of proper networking for quick and error-free processing of pre-authorizations.	3 months	0.5%
H	To provide adequate manpower, so as to ensure free flow of daily MIS and ensure that progress of scheme is reported to Insured (Society) in the desired format on a real-time basis.	3 months	0.5%
I	Preparation of various formats used for cashless transactions, discharge summary, billing pattern and other reports in consultation with the Government.	1 months	0.5%
LIQUIDATED DAMAGES PER MONTH			
J	Processing of claims related to the scheme. Pre-authorization of requests and approval of preauthorization if all the conditions are fulfilled, within 12 hours of receiving the preauthorization request from the network provider if failure % is more than 5%	System to be ready in 3 months (Continuing activity)	1%
K	Scrutinize the bills from network hospitals and give approval for the sanction of the bill and forward payment within 7 working days on receipt of complete claim document from the Network Hospitals. (Failure % is more than 5%)	System to be ready in 3 months & (Continuing activity)	1%
L	Medical Auditing (by minimum qualification MBBS) for conducting 20% per month concurrent audits of services and quality of service provided to the beneficiary families delivered by Network Hospitals on periodic basis as well as and required.	3rd month (Continuing activity)	0.5%

Sr. No	Activity	Time frame from the date of Signing of Agreement	Liquidated Damages for the delay in execution in % of the total Premium
M	HR <ul style="list-style-type: none"> Number of network hospitals and number of Aarogmitras /Medical Coordinators, CampCoordinators posted- District wise, month wise, and aggregate Number of Public facilities (CHCs/PHCs) and number of Aarogmitras posted - District wise, month wise, and aggregate 	3rd month Onwards	0.5%
N	Training programme for Network Hospital Providers and other stake holders once in a month.	2 nd month onwards (Continuing activity)	0.5%

13. ADJUSTMENT/ REFUND OF PREMIUM:

If there is a surplus after the claims experience on the premium (excluding Service Tax) at the end of the policy period, after providing 20% of the premium paid towards the Company's administrative cost, of the balance 80% after providing for claims payment and outstanding claims, 90% of the left over surplus will be refunded to the Government of Maharashtra / Rajiv Gandhi Jeevandayee Arogya Yojana Society within 30 days after the expiry of the Run-off period provided in Clause 36 of this Agreement.

14. PROCEDURE FOR ENROLLMENT OF HOSPITALS:

The Public and Private Hospitals will be empanelled within the State of Maharashtra jointly by Rajiv Gandhi Jeevandayee Arogya Yojana Society and Insurance Company following the empanelment procedure laid down by Rajiv Gandhi Jeevandayee Arogya Yojana Society. The well equipped hospitals having minimum of 50 inpatient hospital beds with adequate facilities and offering the services as stipulated below will be eligible to be empanelled after being scrutinized and recommended by the Empanelment and Disciplinary Committee" based on requirement. Empanelment and Disciplinary Committee will constitute a subcommittee of four doctors for this purpose. Two doctors will be nominated by Insurance Company and two by Rajiv Gandhi Jeevandayee Arogya Society. The purpose of this empanelment is to ensure capability of the hospital to provide some of the identified 30 specialized categories and seek agreement to the equal or lower price for these 972 procedures and 121 follow up procedures and take an opportunity to assess the current quality of care therein. It would be the responsibility of the Insurer for enrollment of Network Hospitals in Maharashtra to give adequate facilities for the treatment of the patients when they present themselves till the discharge from the hospital and thereafter 10 days follow up check up. The Empanelment of hospitals is not restricted to 8 districts of phase I, however it is desirable that adequate number of hospitals is empaneled from these districts. The empanelment will also be done in adjoining districts which can impart the health services under the scheme. The number of empanelled hospitals and number of

procedures in each hospital to be permitted will be based on the need and at discretion of the society in the interest of beneficiary. Network hospitals are supposed to extend medical aid to the beneficiary under the scheme. Procedure for enrollment of Hospitals is placed as Appendix- IV of Part IV. Preference for empanelment could be given to the hospitals accredited under National Board of Accreditation for Hospitals. It is also desired to accredit the empaneled hospital under National Board of Accreditation for Hospitals in order to ensure quality of care.

15. MOU with NetworkHospital and Disciplinary actions against the hospitals:

(i) MOU with NetworkHospital:

The Insurer shall sign a memorandum of understanding ("**Memorandum**") with all the Empanelled Hospitals to be empanelled under the Scheme. Separate Memorandum with relevant provisions have to be entered into for multi-specialty, cancer treatment cardiac disorder etc. This Memorandum is subject to the approval of the RGJAYS. Number of Empaneled Hospitals and specializations will depend on the Benefits under the Scheme. Empanelled Hospitals are supposed to extend medical aid to the Beneficiary under the Scheme. A provision will be made in the Memorandum regarding non-compliance / default clause. Such matter shall be looked in to by the Empanelment and Disciplinary Committee, the decision of which will be binding to all concerned. The sample Memorandum is attached as Appendix VII to this Agreement.

(ii) Disciplinary actions against the hospitals:

On recommendation by the Empanelment and Disciplinary Committee the Insurer shall take various disciplinary actions against the Empanelled Hospitals including De-listing of Empanelled Hospitals/Nursing Homes if it is found that guidelines of the Scheme are not followed by it and services offered are not satisfactory as per prescribed standards. Empanelled Hospital may also be delisted or de-empanelled if infrastructure in the Empanelled Hospital is found below the standards prescribed by RGJAYS at any time during the Policy period. The Insurer is also liable for any deficiency in the service provided by the Network Hospital / service provider other than medical services and in case of any Delisting of Empanelled Hospitals/Nursing Homes the Insurer shall find an alternative immediately.

The Insurer agrees to indemnify and hold harmless the Insured, its representatives, employees and agents from any loss and or damage (direct or indirect) claim caused to the Insured or any said petitioner filed against the insurer due to any of the acts, omissions of the act, breach of the provisions of the Scheme, and wrongful act, misrepresentation, negligence, in adequate medical service by the Empanelled Hospital or its employees.

16. CASHLESS SERVICE:

The Insurer has to ensure that adequate facilities are provided to all Beneficiary Families so that they do not have to pay any deposits at the

commencement of the treatment or at the end of treatment inclusive of follow upto the extent the services as covered under the RGJAY. The Insurer agrees that for each hospitalization the transaction shall be cashless for covered procedures. Enrolled Beneficiary will go to the Empanelled Hospital and proceed without making payment to the Empanelled Hospital subject to the procedure covered under the Scheme. When the Beneficiary visits the selected Empanelled Hospital and services of selected Empanelled Hospital should be made available (subject to availability of beds). In instance of non-availability of beds at Empanelled Hospital, the facility of cross referral to nearest Empanelled Hospital is to be made available and Arogyamitra also will also provide the list of Empanelled Hospitals nearby.

17. PACKAGES:

The Insurer shall ensure that the Empanelled Hospitals follow the packages worked out by RGJAY. The package rates will include bed charges in general ward, nursing and boarding charges, surgeons, anesthetists, medical practitioner, consultants fees, anesthesia, blood, oxygen, O.T. charges, cost of surgical appliances, medicines and drugs, cost of prosthetic devices, implants, x-ray and diagnostic tests, food to inpatient, one time transport cost by state transport or second class rail fare (from Empanelled Hospital to residence of the Beneficiary only) etc. In other words the package should cover the entire cost of treatment of Beneficiary from date of reporting to his discharge from the hospital for a period of 10 days after discharge following surgery including complications if any, making the transaction truly cashless to the Beneficiary. In the case of death, the carriage of dead body from Empanelled Hospital to the village/township would also be part of package. The planned 131 procedures indicated in **grey shades in Appendix 1 A** will preferably be performed in empanelled public hospitals/government medical colleges. The Insurer shall, in consultation with RGJAYS, standardize the various formats to be used for cashless transactions, discharges summary, billing pattern and other reports. The rates for each procedure are indicative and represent upper ceiling and the Insurer may negotiate with the given empanelled hospitals to bring them down amicably without compromising quality. The cost of various treatment/tests conducted on the beneficiary family members who are evaluated but ultimately do not undergo Surgery or Therapies will be borne by the Provider themselves and the Provider will not charge any fee for consultation and investigation from the Beneficiary. The network Hospital shall furnish a Preauth-Cancellation request in such instances. RGJAY would monitor this phenomenon according to each Network hospital.

18. IMPLEMENTATION PROCEDURE:

The entire Scheme is to be implemented as cashless hospitalization arranged by the Insurer. The following steps represent the process flow of treatment to the Beneficiary in the Empanelled Hospital.

The Insurer agrees and represents that it shall ensure that the following process would be followed for treatment of Beneficiaries by the Empanelled Hospitals:

A) Process Flow of the Beneficiary Treatment in the Network Hospital Step 1

Beneficiary families **shall** approach nearby Primary Health Center/Rural, Sub district, General, Women/District Hospital/Network Hospital. Aarogyamitras placed in the above hospitals **shall** facilitate the beneficiary. If beneficiary visits Government Health Facility other than the NetworkHospital, he/she will be given a referral card to the NetworkHospital with preliminary diagnosis by the doctors. The Beneficiary may also attend the Health Camps being conducted by the NetworkHospital in the Villages and can get that referral card based on the diagnosis. The information of the outpatient and referred cases in the Primary Health Centre/Rural, Sub district, General, Women/DH and the camps will be collected from all Aarogyamitras/Hospitals on regular basis and captured in the dedicated database through a well-established call center.

Step 2

The Aarogyamitras at the NetworkHospital examine the referral card and health card or Yellow/Orange Ration Card, register the patients and facilitate the beneficiary to undergo specialist consultation, preliminary diagnosis, basic tests and admission process. The information like admission notes, test done will be captured in the dedicated database by the Medical Coordinator of the NetworkHospital as per the requirement of the Rajiv Gandhi Jeevandayee Arogya Yojana Society.

Step 3

The Network Hospital, based on the diagnosis, admits the patient and sends E-preauthorization request to the insurer, and to the RGJAYS or same can be reviewed by Rajiv Gandhi Jeevandayee Arogya Yojana Society.

Step 4

Recognized Medical Specialists of the Insurer and Rajiv Gandhi Jeevandayee Arogya Yojana Society examine the preauthorization request and approve preauthorization, if, all the conditions are satisfied. This will be done within 12 working hours and immediately in case of emergency wherein e-preauthorization is marked as "EM". In this context, the hierarchy in Insurer / Society is as below:

- I. Peauth Exe (non doctor). - Society
- II. Panel Doctors (Insurer)
- III. JEO/DEO- Society

Step 5

The NetworkHospital extends cashless treatment and surgery to the beneficiary. The Postoperative notes of the Network Hospitals will be updated on the website by the medical coordinator.

Step 6

Network Hospital after performing the covered surgery/ therapy/ procedure forwards the Originals bills, Diagnostics reports, Case sheet, Satisfaction letter from patient and/or video recording, Discharge Summary duly signed by the doctor, acknowledgement of payments of transportation cost and other relevant documents to Insurer for settlement of the claim. The Discharge Summary and follow-up details will be part of the Rajiv Gandhi Jeevandayee Arogya Yojana Society portal.

Step 7

Insurer scrutinizes the bills and gives approval for the sanction of the bill and shall make the payment within agreed period. The claim settlement module along with electronic clearance and payment gateway will be part of the workflow in Rajiv Gandhi Jeevandayee Arogya Yojana Society portal and will be operated by the Insurer. The reports will be available for scrutiny on the Rajiv Gandhi Jeevandayee Arogya Yojana Society login.

Step 8

The Network Hospital will provide **free** follow-up consultation, diagnostics, and medicines under the scheme up to 10 days from the date of discharge.

19. HEALTH CAMPS:

The Insurer agrees and represents that it shall ensure that the health camps are organized in the following manner:

- i. Health camps are to be conducted in villages, major gram panchayats, taluka head quarters, and municipalities. Minimum of one camp per week per Empanelled Hospital has to be held in the eight districts in the Policy year. The Insurer shall ensure that at least one free medical camp is conducted by each Empanelled Hospital per week at the place suggested by RGJAYS. The Medical Camp Coordinator ("**MCCO**") of the hospital shall coordinate the entire activity. Hospital shall carry necessary screening equipment along with specialists (as suggested by the RGJAYS) and other para-medical staff. The Insurer shall put in the minimum requirements as regards the health camp in the Memorandum with the Empanelled Hospitals. They shall work in close liaison with district coordinator of the Insurer, Civil Surgeon/DHO in consultation with district collector. Empanelled Hospital shall follow the camp Policy of RGJAYS.
- ii. The Insurer shall in consultation with RGJAYS plan, prepare and inform the schedule of health camps well in advance to RGJAYS as per the guidelines and also inform the same to the district collectors, civil surgeons/DHO, public representatives, Empanelled hospitals and other stakeholders.
- iii. The Insurer shall ensure that Empanelled Hospital conducts the camp as per schedule with all necessary equipment and professionals in the concerned fields. They should also submit to RGJAYS the confirmation of participation in the camps from the Empanelled Hospital. The Empanelled Hospital shall enter the details of the patients screened and referred in the camps in the assigned login of the workflow of RGJAYS portal.

20. DISTRICT LEVEL CO-ORDINATION:

The Insurer agrees and represents that it shall ensure that the district level co-ordination is carried out in the following manner:

District level offices with necessary infrastructure have to be set-up by the Insurer. The Insurer needs to have district level monitoring staff with district coordinators, GM's/DGM's /Area Managers /Assistant Area Managers /District level Doctors / Regional Coordinators of the Insurance Company (when Scheme is implemented in the whole State of Maharashtra) should monitor Aarogymitras, co-ordinate with Empanelled Hospitals, district

administration and people's representatives for effective implementation of programme. It should be ensured by the Insurer that camps are held as per schedule, arrange for canvassing for the camp, mobilize patients and follow up the Beneficiary Families. The district level monitoring staff should work in close liaison with district administration under the supervision of district collector. The Insurer should also ensure proper flow of MIS and report to RGJAYS on a day to day basis about the progress of the Scheme in the district. The Insurers should ensure that dedicated staff is made available for the Scheme. There shall be at least one doctor to be placed in each district. Further wherever the concentration of the Empanelled Hospitals is more, additional doctors need to be placed. The Insurer shall follow the instructions of RGJAYS in this regard.

21. TPA BASED SYSTEM: If the Insurer plans to outsource some of the functions necessary for the implementation of the Scheme after obtaining a written approval of the Government, then the Insurer would give an undertaking that it will outsource only to such IRDA certified third party administrator ("TPA") agencies which fulfill the qualifying criteria as prescribed herein. The qualifying criteria for the TPAs have been given in below:

S. No.	Qualification Criteria
1	Holding of valid IRDA License as TPA
2	Shall have a minimum Five years' of operation in managing Health Insurance Scheme
3	Minimum 15 under writing offices served in the year 2008-09, 2009-10 and 2010-11
4	More than 2.5 lakh families/ 10 lakh lives serviced per financial year i.e. 2008-09, 2009-10 & 2010-11
5	Financial turnover in the year 2008-09, 2009-10 and 2010-11 should be more than Rs.15 Cr per year in terms of TPAs fees.
6	Demonstrated claims management capacity in the year 2007-08 and 2008-09 should be minimum Rs. 100 crores (Rs. Hundred crores) per year.
7	Should have experience of working in Information Technology intensive environment and able to generate required MIS.
9	Should have on roll as on 31/3/2011 at least <ul style="list-style-type: none"> ➤ 10 MBBS doctors ➤ One Specialist in at least three specialties out of mentioned below: <ul style="list-style-type: none"> ○ Medicine, Gynecology, Cardiology, Orthopedics, Surgery, Neurology
10	Should not have been black listed/ debarred by any Insurance Company/ State Government / Central Government or its agencies
11	Should be an income tax assesses
12	Preferably possessing ISO certificate (ISO 9001:2000) for Quality Process

Further, the project office of the Insurer shall be responsible for each and every activity performed by outsourced agency under the scheme.

22. PROJECT OFFICE AND STATE LEVEL CO-ORDINATION:

The Project Office of the Insurer shall be separately established in the place provided by RGJAY within the jurisdiction of Municipal Corporation for Greater Bombay for better coordination with the Rajiv Gandhi Jeevandayee Society and would also provide adequate space for society. The project office shall report to the Rajiv Gandhi Jeevandayee Arogya Yojana Society on a daily basis in the prescribed proformas. The following departments shall be established by the Insurer exclusively for RGJAYS in the Project Office.

i. 24 Hour call centre with toll free help line: The Insurer should nominate within 5 days of award of MOU responsible officer / officers to properly coordinate work and ensure proper implementation of scheme up to the satisfaction of Rajiv Gandhi Jeevandayee Society. It should review the progress with Rajiv Gandhi Jeevandayee Arogya Yojana Society on day to day basis and be responsible to implement the suggestions of Rajiv Gandhi Jeevandayee Arogya Yojana Society for effectively running the scheme. The Insurer shall provide telephone services for the guidance and benefit of the beneficiary families whereby the Insured Persons shall receive guidance about various issues by dialing a State Toll free number. Call Centre Information: The Insurer shall operate a call centre for the benefit of all Insured Persons and for real-time reporting. The Call Centre shall function for 24 hours a day, 7 days a week and round the year. The Insurer undertakes to provide services to the Insured Persons in Marathi, English and Hindi. The Insurer will operate a state toll free number with a facility of a minimum of 10 lines. The cost of operating of the Toll free telephone number shall be borne solely by the Insurer. The Insurer will intimate the state toll free number to all beneficiary families along with addresses and other telephone numbers of the Insurer's Project Office. The action taken on every call will be routed through an escalation matrix which ends at the level of CEO of the Rajiv Gandhi Jeevandayee Society. As a part of the Call Centre service (inbound as well as outbound) the Insurer shall provide proactively the following:

- a. Answers to queries related to Coverage and Benefits under the Policy.
- b. Information on Insurer's office, procedures and products related to health.
- c. General guidance on the Services.
- d. For cash-less treatment subject to the availability of medical details required by the medical team of the Insurer.
- e. Information on Network Hospitals and contact numbers and Specialty services that are available therein,
- f. Availability of beds in the Network Hospital,
- g. Guide patients to nearest Network Hospital in emergency
- h. Benefit details under the policy and the balance available with the Beneficiary families.
- i. Claim status information.
- j. Advising the hospital regarding the deficiencies in the documents for a full claim.

- k. Medical and health related queries to be addressed by medical officer in the call center.
- l. Any other relevant information to the Beneficiary families including grievances.
- m. Any information required from the field for the Insurer.
- n. Any related service to the beneficiary families such as feedback about service encounter or Receive complaints if any from patients
- o. Doctor's advice
- p. Detailed MIS from Aarogyamithras in Government Hospitals / Network Hospitals and Camps.
- q. Any related Service as directed by Rajiv Gandhi Jeevandayee Arogya Yojana Society from time to time.

ii. MIS Department to collect, collate and report data on a real-time basis.

This department will also have to submit with operators who collect hourly information from the Aarogyamthras, regional coordinators, district coordinators etc. Based on this the reverse flow of dissemination of information shall also take place. There shall be reports for each district. The MIS department shall also follow-up the cases at all levels. The department shall also generate reports as desired by Rajiv Gandhi Jeevandayee Society and have capabilities to analyse and interpret the data. MIS department should also use Business Intelligence tools and other statistical frameworks for continuous monitoring and shall coordinate with all other departments.

iii. Field Operations Department to coordinate the daily activities of field staff. The operations of the field department shall be monitored online.

iv. HR Department to manage human resources for the scheme and maintain online database of staff and their management details.

v. Training Department for capacity building of all stakeholders and staff.

vi. Publicity and logistics Department to undertake all the publicity and logistics activities as specified by Rajiv Gandhi Jeevandayee Society.

vii. IT Department to ensure that the website with e-preauthorization, claim settlement and real-time follow-up is maintained and updated on a

24-hour basis. There should be inbuilt anonymity of name of network hospital and health card number in the software while giving preauthorization and claim settlement. Patient records will be property of Rajiv Gandhi Jeevandayee Society. Confidentiality of patient records should be maintained.

viii. Round-the-clock Pre-authorization Department with specialist doctors for each category of diseases shall work round the clock along with Rajiv Gandhi Jeevandayee Arogya Yojana Society doctors to process the preauthorization within 12 working hours and immediately in cases of emergency.

- ix. **Claims settlement Department** with electronic clearance facilities.
- x. **Health Camp Department** to plan, inform, implement and follow-up the camps as per the directions of Rajiv Gandhi Jeevandayee Society.
- xi. **Grievance Department to be manned by doctors and other staff** to address the grievances from time to time as per the instructions of Rajiv Gandhi Jeevandayee Society. The insurer shall act as a frontline for the redressal of Beneficiary families / Network Hospital grievances. The Insurer shall also attempt to solve the grievance at their end. The grievances so recorded shall be numbered consecutively and the Beneficiary families / Network Hospital shall be provided with the number assigned to the grievance. The Insurer shall provide the Beneficiary families / NetworkHospital with details of the follow-up action taken as regards the grievance as and when the Beneficiary families require it to do so. The Insurer shall also record the information in pre-agreed format of any complaint / grievance received by oral, written or any other form of communication.
- Action Taken Report for Customer Grievance:** The INSURER shall record in detail the action taken to solve the grievance of the Beneficiary families / Provider in the form of an Action Taken Report (ATR) **within 2 working days of the recording of the grievance and immediately in case of emergencies.** The Insurer shall provide the society / Government with the comprehensive action taken report (ATR) on the grievances reported in pre-agreed format. The entire process will be done through the call center and Rajiv Gandhi Jeevandayee Arogya Yojana Society portal. The Insurer shall co-ordinate with Provider / Rajiv Gandhi Jeevandayee Arogya Yojana Society in order to solve the grievance as and when required by the nature and circumstances of the grievance.
- xii. **Follow-up Department** to coordinate the follow-up consultation and distribution of drugs as per the instructions of Rajiv Gandhi Jeevandayee Society.
- xiii. **Empanelment Department** to empanel the hospitals in the network as per the guidelines given by Rajiv Gandhi Jeevandayee Arogya Yojana Society and monitor the compliance. The insurer will set up the pre-requisites like Web camera, scanner, hardware with internet access are for each network hospitals by Insurer and then adjust it against the claims to NH
- xiv. **Feedback department** to send feedback formats, collect and analyses feedback of the patients as per the directions of Rajiv Gandhi Jeevandayee Society. The department will also document each case and upload the same in the society portal. The INSURER shall also collect the satisfaction slip from the Beneficiary families at the time of discharge who had obtained the cashless services. The Beneficiary families shall submit the Satisfaction slip issued by the INSURER at the time of discharge through Provider. The INSURER shall also carry out the Customer Satisfaction Survey regularly by using the rating card for the purpose.
- xv. **Administration Department** for office management.

xvi. **Vigilance Department** for keeping vigil on all service providers and staff.

xvii. **Legal Department** exclusively for the project.

xviii. **Accounts Department.**

xix. **Other departments required for office work.**

23. AAROGYAMITRAS:

i) **Aarogyamitras in rural Primary Health Centers / sub district / women hospitals / Government hospitals etc.** The unique nature of the Scheme demands the Insurer to appoint Aarogyamitras in consultation with RGJAYS in all rural / sub district / women hospitals / Government hospitals for propagating the Scheme, mobilizing people for health camps, counseling Beneficiary Families, facilitating the referral / treatment of these patients and follow-up. For effective and instant communication all the Aarogyamitras will have to be provided with cell phone CUG connectivity by the Insurer. The Insurer will provide uniform (white apron with scheme logo) to all the Aarogyamitras and ensure that they wear it when on duty.

ii) **Aarogyamitras in Empanelled Hospitals:** The Insurer also needs to appoint minimum three Aarogyamitras at each Empanelled Hospital to facilitate admission, treatment and cashless transaction of the patient. The Aarogyamitras should also help Empanelled Hospitals in pre-authorization and claim settlement. They should also ensure proper reception and care in the hospital and send regular MIS. The Aarogyamitras will also ensure cashless follow-up consultation and facilitate collection, stock maintenance and distribution of follow-up medicine in coordination with pharmacist. For effective and instant communication all the Aarogyamitras will have to be provided with cell phone CUG connectivity by the Insurer. Video call facility either by 3G or any other means (depending on technical feasibility) will be provided with Aarogyamitra at network hospital. The Insurer will provide with uniform (White apron with scheme logo) to all the Aarogyamitras and ensure that they wear it when on duty. The Insurer shall ensure that prefabricated Aarogyamitra kiosks with all additional requirements as per the design approved by RGJAYS is put up in all hospitals. The role of Aarogyamitra can be modified by the society from time-to-time. The Insurer will provide uniform and arrange the workshops / training sessions for the Aarogyamitras on the guidelines specified by RGJAYS.

The detailed note on Aarogyamitras and their role is enclosed at Appendix -III to this Agreement.

24. ONLINE MIS AND E-PREAUTHORISATION:

24.1. The Insurer shall provide sufficient dedicated staff, so as to ensure free flow of daily MIS and ensure that progress of Scheme is reported to RGJAYS in the desired format on a real-time basis. The Insurer should establish proper networking for quick and error-free processing of pre-authorizations.

24.2. The pre-authorization has to be done round the clock in co-ordination

with RGJAYS by a team of doctors nominated by the RGJAYS and the Insurer.

- 24.3. The preauthorization team of the Insurer shall have all the specialists concerned with the procedures covered in the Scheme on a permanent basis. RGJAYS will provide necessary specialists and technical committees to evaluate special cases from time-to-time.
- 24.4. Some special cases can be evaluated by the specialists of RGJAYS. A technical committee consisting of specialist from government sector nominated by RGJAYS in the concerned field, Chief Medical Officer of the Insurer and the project manager of the Insurer will evaluate and recommend to the CEO of RGJAYS. The final decision on all the preauthorization would rest with the CEO of RGJAYS.
- 24.5. There should be inbuilt anonymity of name of Empanelled Hospital and Health Card number in the software while giving preauthorization and claim settlement.

25. MEDICAL AUDITORS:

The Insurer Company shall appoint enough number of medical auditors who does pre-authorization in consultation with Rajiv Gandhi Jeevandayee Society. The Insurer shall also recruit specialized doctors for regular inspection of hospitals, attend to complaints from beneficiary families directly or through Aarogyamithras for any deficiency in services by the hospitals and also to ensure proper care and counseling for the patient at network hospital by coordinating with Aarogyamithras and hospital authorities.

26. PUBLICITY:

The Insurer agrees and represents that it shall ensure that the publicity is carried out in the following manner:

26.1. The Insurer on its part should ensure that proper publicity is given to the Scheme in all possible ways. This will include publicity on electronic and print media, distribution of brochures/individual print material to Beneficiaries, banners, display boards etc. in public at appropriate places in consultation with RGJAYS. The annual spending on this activity should be two percent of total premium amount received annually by the Insurer. The cost of publicity is a part of administration cost and shall be spent by the Insurer in consultation with RGJAYS. The activities related to publicity shall be activated from the date of signing of this MOU. The Insurer shall also effectively use services of Aarogyamithras and district coordinators for this purpose.

26.2. Insurer will ensure wide publicity and shall submit the time bound programme:

i. Guidebook: The Insurer shall handover the guidebook and related information to the Beneficiary Families through the district administration in regional language- Marathi. The Guidebook will *inter-alia* contains information regarding the following:

- a) Information regarding the Insurer and its address, fax number, website address and other contact information.

- b) Toll free number of the call centre service.
 - c) List of network providers.
 - d) Information on symptoms of the diseases / systems covered along with diagrammatic representations.
 - e) Information on follow-up required.
 - f) Information on possible preventive and curative measures.
 - g) Procedure to be followed by the Beneficiary Families for availing the hospitalization service as cashless access service.
 - h) Information regarding the Policy and Benefits.
- ii. Theatre sliders, cable scrolls, etc.
 - iii. Publicity by Rajiv Gandhi Jeevandayee Help Desk at the PHCs / Rajiv Gandhi Jeevandayee Assistance Counters at Empanelled Hospitals.

27. CAPACITY BUILDING:

- I. The Insurer will arrange the workshops / training sessions for the capacity building of the society personnel, their representatives and other stakeholders in respect of specific field of insurance at each district on the convenience of the society. Insurer will ensure that workshops and medical camps are organized in association with the network hospitals.
- II. The help of NGOs/SHGs will be taken by the Rajiv Gandhi Jeevandayee Help Desk / Rajiv Gandhi Jeevandayee Assistance Counters to spread awareness and guide the prospective patients to the network hospitals. The Insurer will associate in this task.

28. RAJIV GANDHI JEEVANDAYEE MANUAL

Rajiv Gandhi Jeevandayee Arogya Yojana Society will publish a detailed Manual for the Scheme titled Rajiv Gandhi Jeevandayee Arogya Yojana Manual consisting of all operational guidelines and details of the scheme. Rajiv Gandhi Jeevandayee Arogya Yojana Society may update and modify these guidelines and operational details as per the requirement of the scheme. The insurer, network Hospitals and Service Providers shall follow the guidelines and instructions given in the manual while implementing the scheme.

29. SERVICING OF OTHER SCHEMES:

Rajiv Gandhi Jeevandayee Arogya Yojana Society reserve the right to request the Insurer to extend services for processing of claims generated through any other scheme implemented by Rajiv Gandhi Jeevandayee Society.

30. ACTIVITY CHART:

The activity chart submitted by the Insurer as part of the proposal document and accepted by RGJAYS (Appendix-V) will be followed by the Insurer to take up the activities as narrated in the Scheme and this MOU.

31. ASSISTANCE FROM THE GOVERNMENT:

The Government will on their part render all possible assistance viz.

- i. To provide office place for the insurer's office (bare shell) in the jurisdiction of MCGB.

- ii. To give all necessary support for organizing sensitization programmes for the PHCs and Government Hospitals.
- iii. To provide financial assistance for health camps by network hospitals (@ Rs. 5000 per camp)
- iv. To extend necessary support in providing space and other support for locating Rajiv Gandhi Jeevodayee Help Desks at PHCs / other Government Hospitals
- v. To provide necessary professionals for technical committee.

32. CLAIMS PROCEDURE:

32.1. The Insurer agrees and represents that it shall ensure that the processing of claims is carried out in the following manner:

32.2. The Beneficiary Families would be identified by the Health Card/ at the PHC / government hospital level/ Rajiv Gandhi Jeevodayee Assistance Counters in the Empanelled Hospital. A self-declaration by the Beneficiary /patient prior to hospitalization for the covered treatment that he does not belong to any of the excluded categories may be required. The Family member having Health Card will be referred to Empanelled Hospital on recommendation of the doctors at these centers. The Insurer will make payment of the claims directly to the hospital. Payments will be made to the hospitals within 7 days after the receipt of all documents. The cost of various tests conducted on Health Card holders for covered procedures who ultimately do not undergo surgery, the Insurer will ensure that such test are done free of cost to the patient. The claims procedure will be carried in the electronic platform of RGJAYS portal. The payment to the Empanelled Hospital will be made online through electronic clearance. The procedure of processing of the claims will be handled by the Project Office of the Insurer.

32.3. The Insurer agrees and represents that the claims procedure will be undertaken as detailed below:

i) Claim Intimation

The Insurer shall receive claim intimation from the Empanelled Hospital online in the form as agreed under the Scheme. RGJAYS portal will have reports indicating claim intimations received.

ii) Collection of Claim documents

The Insurer shall offer single window service at the respective **Project** Office to the Empanelled Hospital for receiving the claim documents. In case of pre-authorization for the cashless service, the Empanelled Hospital will send the claim documents along with the invoice to the Insurer. This also follows an electronic route.

iii) Scrutiny of Claim Documents

The Insurer shall scrutinize the claim documents at the initial stage regarding the medical and eligibility aspect. Deficiency of any documents, if any, shall be communicated to the Empanelled Hospital within 7 working days. A reminder for the same will again be forwarded to the Empanelled Hospital once every 3 days of first intimation of the deficient

documents are not received or are partially received.

iv) Claim Control Number

The Insurer will settle all eligible claims and pay the sum to the Empanelled Hospital within seven working days of receipt of the claim. A separate Claim Control Number is to be provided by Insurer for every claim made by Empanelled Hospital.

v) Payment of Claims and Claim Turn Around Time

The Insurer will settle all eligible claims and pay the sum to the provider within seven working days of receipt of the claim.

vi) Repudiation of claims

The Insurer on repudiation of the claim not covered under the Policy, shall mention the reasons for repudiation in writing and online to the Empanelled Hospital. The Insurer shall also intimate the same to RGJAYS online.

vii) Right of Appeal and reopening of claim

Empanelled Hospital shall have a right of appeal to approach the Insurer if the provider feels that the claim is payable. If Empanelled Hospital is not satisfied with the Insurers' decision in this regard, then it can appeal to the Central Committee and the decision of the Central Committee will be final and binding on the Insurer and Empanelled Hospital. This right of appeal will be mentioned by the Insurer in every repudiation advice as mentioned above. The Central Committee can re-open the claim if proper and relevant documents as required are submitted.

Vii) Review of paid claims

The Central Committee will have the right to reopen a settled claim and to direct the Insurer to settle for an appropriate amount within a period of 3 months of payment of the claim. The Insurer further agrees to provide access to the Central Committee their records for this purpose. All the claims settled by the Insurer to the Empanelled Hospitals based on the bills received from the hospitals in conformity with the package rate arrived at and also based on the pre-authorization given by the reopening by the Insurer will be reckoned as final and will not be subject to any reopening by any authority except the Central Committee for grievances.

viii) Claim float and Bank Account

The Insurer will have a separate Bank account to pay the Empanelled Hospital making a valid claim and all payments will be electronically cleared. Detailed reports will be electronically cleared. Detailed reports will be made available online on a real-time basis.

ix) Co-Ordination Committee

A committee shall be constituted under the chairmanship of Chief Executive Officer, RGJAYS including representative of the Insurer and Empanelled Hospital (nominated by RGJAYS) to

review smooth running and functioning of the identified activities.

33. RESPONSE TIME:

The Insurer agrees and represents that the response time for authorization and pre - authorization should be as follows:

Authorization will be decided within 12 working hours and the Insurer shall settle the claims within 7 working days after receipt of documents. In case of life threatening emergencies, the preauthorization should be given immediately. To facilitate this, the preauthorization would carry a sign of "EM" to seek priority attention of authorizers. Insurer's response to the Scheme will be immediate through:

- i. 24 hour call centre
- ii. Toll free line, exclusively for this Scheme.
- iii. AarogyaMithras in Rajiv Gandhi Jeevandayee Help Desks / Rajiv Gandhi Jeevandayee Assistance Counters
- iv. District Coordinators/ Regional Coordinators who are nominated exclusively for this purpose.

34.INSURER REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

The Insurer represents, warrants and covenants as follows:

34.1. Power, Capacity and Authority: It has full power, capacity and authority to execute, deliver and perform this Agreement and it has taken all necessary action (corporate , statutory or otherwise), to execute, deliver, perform and authorize the execution, delivery and performance of this Agreement and that it is fully empowered to enter into and execute this Agreement, as well as perform all its obligations hereunder.

34.2. Compliance with Memorandum and Articles

Neither the making of this Agreement, nor compliance with its will be in conflict with or result in the breach of or constitute a default or require any consent under.

- i. Any provision of any agreement or other instrument to which such party is a party or by which it is bound;
- ii. Any judgment, injunction, order, decree or award which is binding upon such Party: and / or
- iii. Such party's the Memorandum and/ or Articles of Association.

34.3 Compliance with Laws and approvals: It has complied with all applicable Laws including but not limited to the Insurance Regulatory and Development Authority Regulation. The Insurer further represents and agrees that the IRDA approvals should be obtained by the Insurer for the Policy, opening of Project Office and any other approval which may required from the IRDA or other governmental authority for effectively executing this Agreement, Scheme and the Policy.

- 35.4. Risk Bearing: RGJAYS as the buyer of insurance selected the Insurer as 100% risk bearer or carrier and no other Insurer is allowed to participate in this direct insurance arrangement.
- 34.5. Insurance License: Throughout the term of this Agreement, the Insurer shall continue to be an Insurer under Law and licensed under IRDA regulations to carry on the activities contemplated herein.
- 34.6. Capability of Service: It is capable of servicing all the products and policies and offered and also has sufficient infrastructure, trained manpower and resources to carry out the activities for servicing these products and policies.
- 34.7. Updating the list of Network Hospitals: The empanelment of network Hospitals will be a continuous process and the Insurer will abide by the instructions of RGJAYS in this regard.
- 34.8. Disclose Insurer - Network Provider agreement: The Insurer agrees that it shall disclose to the RGJAYS all agreements entered into by the Insurer with any network provider
- 34.9. Steering Committee: The Insurer shall have interrelated arrangements for common activities like empanelment of hospitals, planning for camps etc. under the Scheme with the RGJAYS. A steering committee under the chairmanship of the CEO of RGJAYS will oversee these arrangements.
- 34.10. Code of conduct: Abide by the code of conduct prescribed by the IRDA or any other governmental body from time to time.
- 34.11. Discounts and Rebates: Disclose and pass on to the Insured the benefit of any discount or rebates provided by the Network Provider to the Insurer.
- 34.12. Indemnity: The Insurer agrees to defend, indemnify and hold harmless the Insured, its employees, representatives and agents against all claims, demands, judgments, liabilities, damages, costs, expenses, proceedings or prosecutions arising from or relating to breach of any of the aforesaid representations, warranties, covenants and responsibilities.

Notwithstanding anything contained in his MOU, the Insurer agrees to indemnify and keep indemnified the Society/Government from and all damages, losses, penalties, cost, expenses and other liabilities including cost of litigation directly or indirectly caused by it or its employees, agents, contractors, consultants, coordinators, Network hospital due to any inaccuracy / commission/omission or breach of any covenant or representation or damages to the record, property or any policy holder or third party.

The insurer acknowledges that it is solely responsible and liable for all payments and legal deductions of its employees, agents, contractors, consultants, coordinators and Arogymitra and the Society/ Government shall not be liable for any .

34.13. Policy: The Insurer represents that all the obligations of the Insurer provided for herein and other provisions of this Agreement which need to be incorporated in Policy shall be duly provided for by the Insurer in the Policy

35. RUN-OFF PERIOD

A "Run Off period" of one month will be allowed after the expiry of the policy period i.e. till one month after the date of policy period for 8 districts Phase-I. This means that pre-authorizations can be done till the end of policy period and surgeries for such pre-authorizations can be done up to one month after the expiry of policy period and such claim will be honored by the Insurance Company.

36. JURISDICTION:

Any dispute arising out of this MOU shall be subject to the jurisdiction of the courts in the State of Maharashtra at Mumbai.

37. NON PERFORMANCE:

The Insurer's Failure to perform and abide with the terms of this MOU, Scheme and the Policy will attract the following in the event of termination of this Agreement by the Insured:

- i) The Insurer will pay back to Rajiv Gandhi Jeevandayee Arogya Yojana Society within one week the unutilized amount of premium after settlement plus service tax
- ii) In addition to above, the Insurer will pay the total package amount for all the cases for which preauthorization has been given, but not claimed.
- iii) In addition to above, the Insurer shall pay interests at the rate of 12% per annum on the amount refundable as determined by clauses 37(i) and (ii) above for the period extending from the date of premium paid till the date of receipt of refund.

38. INFORMATION FLOW:

The Insurer will ensure that the information flow takes place on a real-time basis. The Insurer will use a state of the art dedicated Internet based network for this purpose.

39. RENEWAL:

The Policy may be renewed under the mutual consent of both the Parties, but not contrary to the RFP clause 11 and MOU clause 12 in this RFP. The Parties agree that this Agreement shall be co - terminus with the Policy.

40. THE PRECEDENCE OF MOU:

The MOU has precedence over statements.

41. MODIFICATION OF MOU:

The MOU may be modified as and when the need arises by mutual agreement between Rajiv Gandhi Jeevandayee Arogya Yojana Society and Insurer.

42. MONITORING MECHANISM:

The Insurer agrees and represents that it shall ensure that the monitoring mechanism is carried out in the following manner:

Regular review meetings on the performance/ administration of the Scheme would be held between the Government of Maharashtra / Rajiv Gandhi

Jeevandayee Arogya Yojana Society and the Insurer. At the District level and at the State Level the composition of the monitoring committees shall be as follows:

District level:

Chairman: District Collector

Co-chairman: Chief Executive Officer Zilla Parishad.

Members:

1. District Health Officer.
2. District Supply Officer.
3. District Coordinator of Insurer.
4. District Coordinator of Society
5. Civil Surgeon - Member Secretary

For Mumbai and suburban Mumbai

Chairman: Commissioner, BMC

Co-chairman: Additional. Commissioner Health BMC.

Members:

1. District Collector
2. DMER, BMC or Dean of KEM hospital
3. Dean Grant Medical College Mumbai
4. Rationing Controller, Mumbai
5. District Coordinator of Insurer
6. District Coordinator of Society
7. Executive Health Officer BMC - Member Secretary

State Level:

Chairman: Additional Chief Secretary Public Health and Family Welfare

Members:

1. Secretary (2) Public Health department
2. Director of Health Services
3. Director Medical Education and Research.
3. Project Manager of the Insurer.
4. Member of the Rajiv Gandhi Jeevandayee Society
5. Technical Committee member nominated by Rajiv Gandhi Jeevandayee Society.
6. CEO, Rajiv Gandhi Jeevandayee Arogya Yojana Society- Member Secretary.

The Chairmen of the above committees may invite any non- official member in the project districts for the meetings and change the membership as per requirement. Periodical meetings will be organized at both district and State level. The agenda and issues to be discussed would be mutually decided in advance. The minutes of the meeting at the district and state level will be drawn and a copy will be forwarded to Rajiv Gandhi Jeevandayee Society. During the meetings of state level monitoring committee senior level officials from Insurance company (Say M D/G M/ E D) need to participate in order to ensure smooth execution of RGJAY scheme. The Insurer shall also put in place a reactive mechanism to reciprocate on the issues raised in the above meetings as well as a proactive mechanism of their own to monitor the

scheme on a real time basis. Detailed reports on the progress of the scheme and issues if any emerging out of such meetings shall be submitted to Government of Maharashtra / Rajiv Gandhi Jeevandayee Society.

43. GRIEVANCE MECHANISM:

A) District level Grievance redressal Committee:

Grievance redressal Committee chaired by District Collector with following members will form the Grievance redressal cell at the district level. The decision by the committee is binding except when an appeal to the central committee at the state level is preferred.

Members of the Committee:

1. District coordinator of Insurer.
2. District Health Officer
3. Member from the Technical Committee (Nominated by Rajiv Gandhi Jeevandayee Society)
4. Representative from the Insurer.
5. Civil Surgeon cum District Coordinator of the society – Member Secretary.

For Mumbai and suburban Mumbai

Chairman: Commissioner, BMC

Co-chairman: Additional. Commissioner Health BMC.

Members:

1. District Collector
2. DMER, BMC or Dean of KEM hospital
3. Dean Grant Medical College Mumbai
4. Rationing Controller, Mumbai
5. District Coordinator of Insurer
6. Executive health Officer BMC - Member Secretary

B) State Grievance Redressal Committee:

Committee Chaired by Chief Executive Officer of Rajiv Gandhi Jeevandayee Arogya Yojana Society will entertain all the appeals and grievances at the state level. The decision taken by the committee will be final and binding on the both parties. The committee may call the concerned Network Hospital against whom such grievance is reported.

Members of the Committee:

1. Representative of the Rajiv Gandhi Jeevandayee Society
2. Technical Committee Member
3. Representative from the Insurance firm

C) A toll-free number will be made available at Mumbai where any complaint can be registered. The Insurer will keep track of the complaints and report on the action taken to the Central Committee. The beneficiary families can also send e-mail / fax / letter to CEO of Rajiv Gandhi Jeevandayee Arogya Yojana Society/ Zonal Office of the Insurer. The details of toll-free Numbers/ addresses will be available with PHCs and other Govt. hospitals. A separate set-up under the supervision of Executive Director of the Insurer at the Corporate Office will be setup to deal with the grievances.

44. TERMS & TERMINATION:

1. This Agreement shall take effect on the date of signature hereof by both

Parties, and shall remain in force till the end of the Policy period and the run off period subject to a right to RGJAYS to terminate the Agreement, on a review of the performance of the Insurer before the same period. RGJAYS will review the performance of the Insurer based on factors including but not limited to:

- The facilities set up arrangements made by the Insurer toward servicing the Beneficiary Families.
- The extent of Empanelled Hospital;
- The quality of service provided;
- The Beneficiary Families satisfaction reports received;
- Withholding of any information as sought by RGJAYS at the selection and implementation stage of the Scheme; and
- Such other factors as the RGJAYS /Government deems fit.

2. This Agreement may be terminated:

- a) Immediately by the Insured and before the expiry of the period mentioned above in case the Insured is of the opinion that the performance of the Insurer is not to its satisfaction;
- b) Immediately by the Insured if in the opinion of the Insured the Insurer is in breach of any of the provisions of this Agreement.
- c) By both Parties by mutual consent in writing; or
- d) By the Insured provided it gives the Insurer at least 60 days prior written notice; or

In case of termination as given above:

- i) The Insurer will pay back to RGJAYS within one week the unutilized amount of premium after settlement plus service tax
- ii) In addition to above, the Insurer will pay the total package amount for all the cases for which preauthorization has been given, but not claimed.
- iii) In addition to above, the Insurer shall pay interests at the rate of 12% per annum on the amount refundable as determined by clauses above for the period extending from the date of premium paid till the date of date receipt of refund.

RGJAYS reserves the right to re-allot the policy to other insurers as it deems fit for the rest of the period in the event of termination and the Insurer shall not have any claims to it. ~~The expenses incurred in such instance shall be recovered from the insurer.~~

45. FORCE MAJEURE:

Neither party shall be in breach of any of its performance is prevented, physically hindered or by an act, event or circumstance (whether of the kind described herein which is not reasonably within the control of such party (Force Majeure Event).

In the event that any Force Majeure Event (fire, flood, earthquake, war) continues for a period of 4 (four) weeks without interruption, the Party affected by such Force Majeure Event shall be entitled to terminate this agreement by giving notice to the other party, pursuant to, and in accordance with the provisions of clause provided it gives the other party at least 60 days prior written notice.

46. ASSIGNMENT:

1. Neither party shall be entitled to assign its rights and/or obligations under this Agreement.
2. Subject to the foregoing, this Agreement shall be fully binding upon Insurer to the benefit of and be enforceable by the parties hereto and the respective successors and permitted assigns.

47. ENTIRE AGREEMENT:

This Agreement entered into between Rajiv Gandhi Jeevandayee Arogya Yojana Society and the INSURER represents the entire agreement between the parties.

48. RELATIONSHIP:

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or partner or employee of the other Party. Neither party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership to such relationship upon either party.

49. SEVERABILITY:

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision shall be inoperative and of the like effect as though such provision was not included herein:

50. NOTICES:

Any notice given under or in connection with this Agreement shall be in writing and in the English language. Notices may be given delivered to the address of the addressee as set out below (in which case the notice shall be deemed to be served at the time of delivery) by courier services or by fax (in which case the original shall be sent by courier services).

To Insurer

Name of the Insurer: -----
 Attn: -----
 E-Mail : -----
 Fax: -----

To Insured


Name of the Insured: -----
 Attn: -----
 E-Mail : -----
 Fax: -----

51. GOVERNING LAW:


The validity, performance, construction and effect of this Agreement shall be governed by the laws of the Republic of India. Any resolution of any disputes arising from or in connection with this Agreement, including a breach thereof, shall also be governed by the laws of the Republic of India.

52. DISPUTE RESOLUTION:

1. If any dispute arises between the parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity Interpretation implementation or alleged breach of any provision of this Agreement, the parties shall refer such dispute to their respective chairmen/CEO's for resolution. In the event that the chairmen/CEO's are unable to resolve the dispute within 30 days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who will be Additional Chief Secretary / Principal Secretary Public Health and Family Welfare Department Government of Maharashtra, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitrators in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator.
2. The law governing the arbitration shall be the Arbitration and Conciliation Act, 1996 as amended or re-enacted from time to time.
3. The proceedings of arbitration shall be conducted in the English language.
4. The arbitration shall be held in Mumbai, India (please refer 5 below).
This deed is executed in two originals, both of which are operative instruments held by both the parties.


Signature of Person
Dr K. Venkatesham
Name of Person

For the Government / Rajiv Gandhi
Jeevandayee Society
Chief Executive Officer

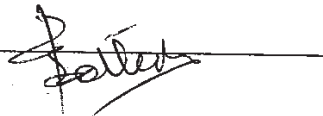

Signature of Person
D. R. SUBODH
Name of Person

For M/s. National Insurance
Company Ltd.

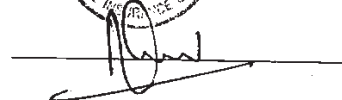
PLACE : MUMBAI

DATE : Sept 6, 2011

Witnesses:






RBV Raghava Rao.

APPENDIX - I
GENERAL GUIDELINES ON THE PACKAGES.

1. The package includes

- Consultation, medicines, diagnostics, specialist services
- Implants, grafts, prosthetics
- Food to patient
- Cost of transportation
- Hospital Charges, etc.

In other words the packages should cover the entire cost of treatment of the patient from date of reporting, any complications while in hospital to discharge from hospital and 10 days after discharge, making the transaction truly cashless to the patient. The post-operative hospital stay in all surgical procedures shall be up to 10 days except in case of day care procedures, Medical interventions and chemotherapy for cancers. Civil & criminal claims arising out of medical negligence while treating beneficiary will be responsibility of network hospital & will be enforced under prevailing legal framework.

2. Hospital shall conduct all diagnostic tests as per standard protocols free of cost.
3. Hospital shall provide 10 days post discharge free follow up consultation, medicines and diagnostics to the patient within package. However, the extended follow up services are entitled for service elements shown in Appendix 1 -b of Part IV.
4. Hospital shall provide reasonably good food to the patient, and shall make alternate arrangement for food wherever in-house pantry is not available. The hospital shall not give money as an alternative to food.
5. Hospital shall pay return fare for patient from hospital to place of residence of patient at ST fare or second class rail fare. In instance of death, carriage of dead body from network hospital to village/town of the beneficiary would also be built in this package.
6. Hospital shall procure compatible blood for the surgeries. The hospital shall provide blood from their own blood bank if required. In case of non-availability the hospital shall procure from other blood banks, Red Cross, voluntary organizations, etc.
7. Hospital shall make all out efforts to apply and get the accreditation from NABH as soon as possible.
8. The general guidelines published by Rajiv Gandhi Jeevandayee Arogya Yojana Society separately from time to time shall be followed while implementing the packages.

SPECIAL NOTES ON PACKAGES

1. Renal package:

- AV fistula and pre-transplant hemodialysis are approved along with surgery only and not separately.

- Hospital shall provide post-transplant immunosuppressive therapy for one year.

2. Cancer package:

- Chemotherapy and radiotherapy should be administered only by professionals trained in respective therapies (i.e. Medical Oncologists and Radiation Oncologists) and well versed with dealing with the side-effects the treatment can cause. Hospital should have qualified and registered oncologist, oncosurgeon and Radiotherapist. Tumour board comprising of qualified and registered oncologist, oncosurgeon and Radiotherapist will decide comprehensive treatment plan of patient. If hospital has no Radiotherapy equipment and Radiotherapist it should have tie up with nearest Radiotherapy center.
- Hospital should have qualified and registered oncologist, oncosurgeon and Radiotherapist. Tumour board comprising of qualified and registered oncologist, oncosurgeon and Radiotherapist will decide comprehensive treatment plan of patient. If hospital has no Radiotherapy equipment and Radiotherapist it should have tie up with nearest Radiotherapy center.
- Patients with hematological malignancies (leukemia, lymphomas, multiple myeloma) and pediatric malignancies (Any patient < 14 years of age) should be treated by qualified medical oncologists only.
- The advanced radiotherapy packages shall be utilized only for the cases and diseases which do not respond to conventional radiotherapy package.
- **Each cycle cost includes**
 - Cost of chemotherapy drugs
 - Hospital charges
 - All infusional chemotherapy cancer cases must be treated as inpatients only.
 - Doctors' fees
 - Supportive care medications (i.e. i.v. fluids, steroids, H2 blockers, anti-emetics)
 - All investigations
 - An average of Rs. 2000 to Rs. 5000/- has been added to the above cost, to cover for treatment of complications. Tumors not included in this list, if have a chemotherapy regimen that is proven to be curative, or provide long term improvements in overall survival will be reviewed on a case by case basis by the technical committee of the Society.

3. Polytrauma package:

Components of Polytrauma: The components of polytrauma based on the system involved are: 1. Orthopedic trauma, 2. Neuro-Surgical Trauma, 3. Chest Injuries and 4. Abdominal Injuries.

The above components may be treated separately or combined as the case warrants. For providing insurance coverage to polytrauma cases requiring Hospitalization and / or Surgery for Health card holders, management of each of the above can be classified as given below:

- **Orthopedic trauma**

1. Surgical Corrections

- **Neuro-Surgical Trauma**

1. Conservative
2. Surgical Treatment

- **Chest Injuries**

1. Conservative
2. Surgical treatment

- **Abdominal Injuries**

1. Conservative
2. Surgical treatment

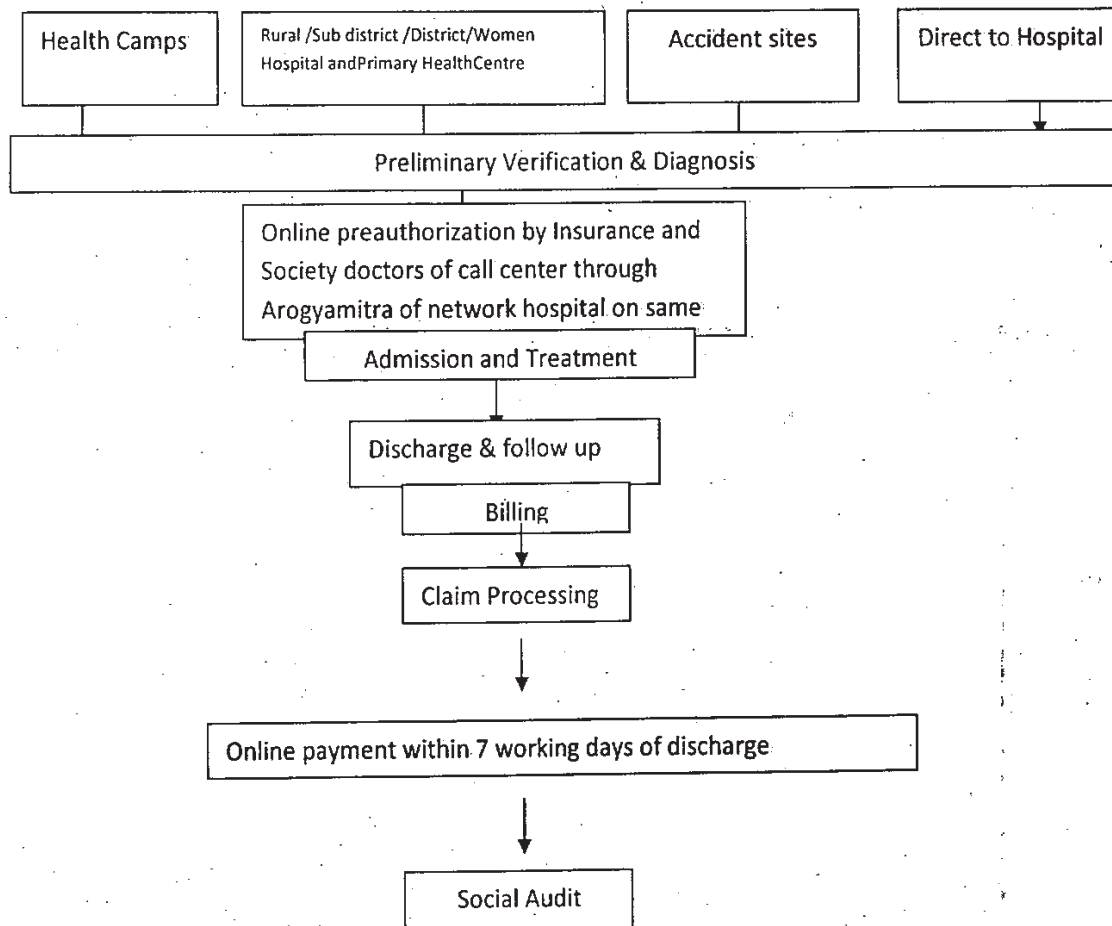
- I. All cases, which require conservative management with a minimum of one-week hospitalization with evidence of (Imageology based) seriousness of injury to warrant admission, only need to be covered to avoid misuse of the scheme for minor / trivial cases.
- II. In case of Neurosurgical trauma, admission is based on both Imageology evidence and clinical evidence.
- III. All surgeries related to poly-trauma are covered irrespective of hospitalization period.
 - I. Initial evaluation of all trauma patients has to be free of cost.

4. Prostheses:

- i) Cost of prosthesis is inclusive of foot and shoe, wherever required.
- ii) Prosthesis must have been manufactured with the materials with BIS (Bureau of Indian Standards) certification.
- iii) All prosthesis shall be functional in nature.
- iv) Manufacturer shall give minimum of 3 years replacement Guarantee.
- v) Manufacturer shall provide free replacement of leather parts / straps, etc. during this period apart from replacement guarantee.

APPENDIX II

WORKING PATTERN



Social Audit:

All the discharge cases are satisfied through following social Audit Mechanism such as but not limiting to these:

- A letter from Hon'ble Chief Minister will be dispatched directly to the communicational address of the beneficiary one the same day of discharge of the patient (as evident from online details) enquiring about his present status of health after the treatment under the scheme.
- It will provide details of the claim such as disease suffered, surgery/therapy done, packaged amount approved etc.

- A self addresses postage prepaid inland letter will be attached to this letter to get specific feedback from beneficiary about the quality of services, behavior of Aarogyamitra and hospital staff and his opinion about the scheme etc. This feedback letter is being made available to the claim processing team online real time basis of outcome and by knowing the patient satisfaction level.

APPENDIX -III

AAROGYAMITHRA

Aarogyamitra is "Friend of Health". Aarogyamithras act as facilitators for the patients. In fact they form face of this insurance scheme.

Aarogyamithras are to be selected by the stakeholders of Self Help Group (SHG) movement / Local bodies i.e. Gram Panchayat, Municipality, Municipal Corporation/Government Hospital in order to ensure performance efficiency and acceptability among local communities. The following qualifications are prescribed.

1. Graduate
2. Native & Resident of the same PHC area
3. Good communication skills
4. Prefers to move around the villages
5. Functional knowledge of computers

Help of local bodies and NGOs may be taken by the insurer to hire the services of local persons in each PHC / Rural / Sub district / General / District Hospital. The working of the Aarogyamithras will be monitored on a daily basis by the regional coordinators and district coordinators of the Insurance Company in coordination with the Gram Panchayat, Municipality, Municipal Corporation, Civil Surgeon, District Administration, etc. All the Aarogyamithras are to be provided with cell phones (CUG connection) by the Insurance Company for instant communication and networking. The Insurance Company shall also provide uniforms (Aprons compulsorily) for all Aarogyamithras.

The following table shows the indicative number of PHC's / Government Hospitals where Aarogyamithras are to be placed:

Districts	Population	Approx.no of Beneficiary Families	No. of PHCs	No. of RH	S D H 1 0 0	S D H 5 0	G H	W H	D H	Other Hosp. (Corporation/railway/Defense)	Medical College Hospitals	Total
Mumbai City	3338031	482073	H. posts -182, Disp = 162	0	0		0	0		Hospitals-18	Medical Colleges-4, Dental=3, Specialist Hospitals=5	374
Mumbai Suburban	8640419	1340828										
Dhule	1707947	398000	41	7	1	1	0	0	0	0	1	51
Raigad	2207929	570000	55	11	1	2	0	0	1	0	0	70
Nanded	2876259	545000	64	12	1	2	0	0	0	0	1	80
Solapur	3849543	831000	77	16	1	2	0	0	0	0	1	97
Amravati	2607160	560000	56	12	1	2	0	1	1	0	0	73
Gadchiroli	970294	183000	45	10	0	3	0	0	1	0	0	59
Total	26197582	4909901	682	68	5	12	0	1	3	18	15	804

In addition to the above the Insurance Company has to select and post at least two or three Aarogyamitras in each Network Hospitals for round the clock monitoring of the patients. The total number will depend up on the exact number of the Network Hospitals. The insurance Company shall follow the instructions of Rajiv Gandhi Jeevandayee Arogya Yojana Society in this regard.

Training of Aarogyamitras

Training for Aarogyamitras shall be done by the Insurance Company on the instructions of the society.

Role of Aarogyamitras in PHC / CHC / Government/ DistrictHospitals

1. ROLE OF PHC AROGYAMITHRAS

a) IN THE PHC / HOSPITAL

- Publicity and awareness.
- Maintain helpdesk at hospital.
- Receive the beneficiary.
- Verify the Beneficiary criteria. (Eligibility Criteria)
- Facilitate consultation with Doctor (PHC Doctor / Nearest Govt. Hospital Doctor)
- Fill up the referral card.
- Guide the patient to the next center.
- To counsel the patients who may require any one of the listed surgeries.
- To facilitate either to a GovernmentHospital for further tests or to NetworkHospital depending upon the advice of the doctor.
- To guide the patient to NetworkHospital.
- Follow-up the referred cases.
- In effect to act as, a guide and friend for the prospective beneficiary families under Rajiv Gandhi Jeevandayee Yojana.
- Any work assigned by Rajiv Gandhi Jeevandayee Arogya Yojana Society from time to time.

b) OUTSIDE THE PHC / HOSPITAL

- To send daily MIS of the patients.
- To spread the awareness of the scheme in the villages.
- To spread the awareness about the scheduled camps by network hospitals in the villages.
- To coordinate with network hospitals and help conduct camps.
- Mobilize the patients for camps.
- Follow up the patients identified in the camp to report to network hospital.
- Coordinate with Civil Surgeons, Medical Superintendents, Gram Panchayat, Municipalities, Corporations, ANMs, Women Health Volunteers and Self-Help Groups for effective implementation of the scheme.
- Move around the villages and encourage patients to come to avail the benefits of the scheme.

- Educate villagers about the scheme and distribute brochures and other material.
- Keep in touch with the District Coordinator.
- Follow up the Beneficiary families before and after Surgery.
- Any work assigned by the Rajiv Gandhi Jeevandayee Arogya Yojana Society from time to time.

2. ROLE OF DISTRICT HOSPITAL AAROGYAMITHRAS

Apart from the duties enlisted above the Aarogyamithras in District Hospitals will

- Facilitate the Patient for specialist consultation and tests.
- Fill up the referral card (part-B) properly.
- Counsel the patient.
- Any work assigned by the Rajiv Gandhi Jeevandayee Arogya Yojana Society from time to time.

3. ROLE OF AAROGYAMITHRAS AT NETWORKHOSPITAL

- Maintain Help Desk at Reception of the Hospital.
- Receive the patient referred from (PHC or Network).
- Work round the clock in shift to cater to the needs of emergencies.
- Verify the documents of the patients.
- Obtain digital photograph of the patient.
- Facilitate the Patient for consultation and admission.
- Liaison with coordinator / administration of the hospital.
- Counsel the patient regarding treatment / surgery.
- Facilitate early evaluation and posting for surgery.
- Facilitate hospital send proper pre-authorization.
- Follow-up preauthorization procedure and facilitate approval.
- Follow-up recovery of patient.
- Facilitate payment of transport charges as per the guidelines.
- Facilitate cashless transaction at hospital.
- Facilitate discharge of the patient.
- Obtain feedback from the patient.
- Counsel the patient regarding follow-up.
- Coordinate with PHC / Government Hospital Aarogyamithras for follow up of beneficiary.
- Follow-up the patient referred by the hospital during the camps.
- Coordinate with the head-Office and Medical officers for any clarifications.
- Send daily MIS.
- Facilitate NetworkHospital in conducting Health Camps as scheduled.
- Any work assigned by the Rajiv Gandhi Jeevandayee Arogya Yojana Society from time to time.

APPENDIX- IV
PROCEDURE FOR ENROLLMENT OF HOSPITALS

The Public and Private Hospitals will be jointly empanelled within the State of Maharashtra by Rajiv Gandhi Jeevandayee Arogya Yojana Society and Insurance Company following the empanelment procedure lay down by Rajiv Gandhi Jeevandayee Arogya Yojana Society. The hospitals fully equipped having minimum of 50 inpatient hospital beds with adequate facilities and offering the services as stipulated below shall be empanelled after being scrutinized and recommended by the Empanelment and Disciplinary Committee. Empanelment and Disciplinary Committee will constitute four doctors. Two doctors will be nominated by Insurance Company and two by Rajiv Gandhi Jeevandayee Society. The minimum number of inpatient beds criteria will not be revised from 50. It would be the responsibility of the Insurer for enrolment of Network Hospitals in the State of Maharashtra to give adequate facilities for the treatment of the patients when they present themselves.

PROCEDURAL STEPS FOR ENROLLMENT OF HOSPITALS/NURSING HOME:

- i. Advertise for seeking on line expression of interest from the public and private hospitals
- ii. Preparation of the short list of the hospitals qualifying eligibility criteria
- iii. Inspections by joint panel of 4 Physicians to the eligible hospitals for confirmation of eligibility and capacity.
- iv. Joint panel of 4 Physicians to recommend the eligible for hospital for specific packages
- v. RGJAY / Selected Insurer would approve the recommendations
- vi. Send invitation to the administrator of selected hospital for signing MoU.
- vii. Signing of MoU between Network Hospitals and Insurer. (Please refer Appendix)

(It is worth noting that the procedure of empanelment of hospitals would be ongoing.)

Hospital / Nursing Home: means any 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 Public Hospitals.

A. Infrastructure and Manpower (General):

- a. Should have at least 50 inpatient medical beds with adequate spacing of 65 sq. feet per bed with qualified and registered paramedical staff.
- b. Should have Separate Male and Female General Wards.
- c. Hospital should be fully well equipped and engaged in providing Medical and Surgical facilities for the specialty for which it is to be empanelled.
- d. In-house round the clock basic diagnostic facilities. (May also have link facilities for high end tests like MRI, CT Scan etc.)

- e. Fully equipped Operation Theatre of its own wherever surgical operations are carried out with qualified and registered 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 doctors of modern medicine should be physically in charge round the clock.
- i. Casualty with Duty doctor and nursing staff.
- j. Availability of trained / Qualified / registered paramedics.
- k. Round the clock availability of specialists in the concerned specialties of support fields within short notice.
- l. Shall be able to facilitate round the clock advanced diagnostic facilities either in-House or with Tie-up with a nearby Diagnostic Center.
- m. Shall be able to facilitate round the clock Blood Bank facilities either In-house or with Tie-up with a nearby Blood Bank.
- n. Shall be able to facilitate round the clock Ambulance facilities either own or with Tie-up 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. Should have at least 50 inpatient medical beds with adequate spacing and supporting staff as per norms. 25% beds should be reserved for beneficiary families under Rajeev Gandhi Jeevandayee Arogya Yojana exclusively apart from legal provisions. (At least 12 beds or 25% of total beds whichever is more) In case of charitable hospitals 10 % beds should be reserved for indigent and 10% for economically weaker sections. Out of remaining 80% beds 25% beds should be reserved for beneficiary families under Rajeev Gandhi Jeevandayee Arogya Yojana exclusively.
- s. 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.
- t. 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.

B. Infrastructure and Manpower (Specific):

a. For Empanelment of Cancer Therapy

- Services of fully qualified Medical Oncologist, Radiation Oncologist and Surgical Oncologist - all or either and equipment for Cobalt therapy, Linear accelerator and Brach 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. Tumour board comprising of qualified and registered oncologist, oncosurgeon and Radiotherapists 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.

b. For Empanelment of Poly Trauma

- Shall have Emergency Room Setup with round the clock dedicated duty doctors of Modern Medicine.
- Shall have round the clock anesthetist services
- Shall be able to provide round the clock services of Neurosurgeon, Orthopedic Surgeon, CT Surgeon and General Surgeon, Vascular Surgeon and other support specialties.
- Shall have dedicated round the clock Emergency operation theatre, Surgical ICU, Post-Op Setup with qualified and registered staff.
- Shall be able to provide necessary cashless diagnostic support round the clock including specialized investigations such as CT, MRI, Emergency biochemical investigations.

c. 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-operative setup and staff.

d. For Empanelment of Prostheses (Artificial limbs)

- Shall have full time services of Orthopedic Surgeon and Prosthetic and orthotic Engineer or technician to be empanelled to provide prostheses package under the scheme.
- Shall facilitate supply, fitting of appropriate prosthesis and gait training of patient by physiotherapist / Occupational therapist.
- 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).
- 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

e. Hospital shall provide following amenities for the beneficiary families:

1. Provide space and separate Rajiv Gandhi Jeevandayee counter/ kiosk as per the design for Aarogyamitras (Health Coordinators)

2. Provide Computer with networking (dedicated broadband with minimum 1 mbps speed), printer, scanner, biometric reader and digital camera.
3. Provide free food for the patient including includes morning tea, breakfast, lunch, afternoon tea at 4 PM and dinner. Type of diet should be according to guidance of concerned treating specialist and qualified dietician.
4. Provide one time transport / transportation charges for patient equivalent to State Transport fare or ordinary class of Railway fare from network hospital to taluka headquarter.
5. Free OPD consultation.
6. Free diagnostic tests and medical treatment required for beneficiary families irrespective of surgery.
7. Provide the round the clock services of a dedicated Medical Officer to work as Rajiv Gandhi Jeevandayee Medical Coordinator (MCO) for the scheme and he will be responsible to Rajiv Gandhi Jeevandayee Arogya Yojana Society and the Insurer for doing various activities under the scheme including Health Camps, Follow-up of referred patients form 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. Selection of hospital for treatment will be according to choice of patient subject to availability of beds in that selected hospital.
8. Provide follow-up with free consultation diagnostics and medicines.
9. Minimum one free Health Camp in village in a week for the screening of the Beneficiary families patient suffering from the identified ailments. Hospital may have a mobile team with diagnostic equipment and team of doctors as specified by the Rajiv Gandhi Jeevandayee Arogya Yojana 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 Rajiv Gandhi Jeevandayee 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.

APPENDIX- V
ACTIVITY CHART FOR INSURANCE COMPANY

Activity	Number of days required to complete the activity from the award date
Nomination of project Officer to coordinate and implement the scheme	Tasks will be completed within 7 days of awarding contract
Setting up of Project Office with infrastructure in MCGM limits	Tasks will be completed within 30 days of awarding contract
Appointment of Medical Officers	Tasks will be completed before commencement of scheme
Establishment of other staff	Tasks will be completed before commencement of scheme
Preparatory meeting with hospitals	Tasks will be completed before commencement of scheme
Inspection of hospitals vis-à-vis scheme requirements, identification of Rajiv Gandhi Jeevandayee Medical Coordinator(RJMCCO), signing of MOU and Empanelment of Hospitals	Tasks will be completed before commencement of scheme
Issue of CUG connections to RJMCOs and RJCCOs	Tasks will be completed before commencement of scheme
Installation of kiosk, computer and accessories and 1 mbps connectivity	Tasks will be completed before commencement of scheme
Printing & distribution of publicity material	Tasks will be completed before commencement of scheme
Printing & distribution of stationery related to work flow of the scheme.	Tasks will be completed before commencement of scheme
Appointment of Aarogyamithras <ul style="list-style-type: none"> • In PHCs / Govt.Hospitals • In Network Hospitals 	Tasks will be completed before commencement of scheme
Training of Aarogyamithras, distribution of Aprons and CUG mobiles	Tasks will be completed before commencement of scheme
Training of Doctors	Tasks will be completed before commencement of scheme
Training of other staff	Tasks will be completed

Activity	Number of days required to complete the activity from the award date
	before commencement of scheme
IT enabling	Immediate
Establishment of 24 Hrs. Call Center	Tasks will be completed before commencement of scheme
Establishment of other infrastructure	Tasks will be completed before commencement of scheme
Establishment of infrastructure in the districts	Tasks will be completed before commencement of scheme
Preparatory meetings and trainings at district level for inaugural mega-camps	Tasks will be completed 20 days before commencement of scheme
Handing over of adequate space for office of Rajiv Gandhi Jeevandayee Society in the jurisdiction of Municipal corporation of Greater Bombay.	Tasks will be completed before commencement of scheme

APPENDIX VI
HEALTH CAMPPOLICY

Health camps are main source of mobilizing beneficiary families under the scheme. Effective conduct of health camps is key to success of scheme.

Activities

1. IEC Activities by network hospitals through

- Pamphlets, posters, banners.
- Public address system.
- Drumbeating.
- Audiovisual media – TV, Local cable.
- SHG, Village meetings.
- Exhibitions.

2. Facilities in camp

- Shade in form of shamiyana.
- Pedestal fans.
- Sitting arrangement in form of chairs.
- Snacks and drinking water.

3. Treatment of minor ailments

List of common drugs.

No	Category	Sr No	Form	Drug	Strength	Min Qty
1	Anti-inflammatory/ Antipyretic/Analgesic	1	Tab	Ibuprofen	400 mg	500
		2	Tab	Paracetamol	500 mg	1000
		3	Tab	Aspirin	300/500 mg	500
		4	Tab	Diclofenac Sodium	100 mg	1000
2	Antiallergic	5	Tab	Chlorpheniramine maleate	4mg	5000
3	Antiamoebic	6	Tab	Metronidazole	400 mg	800
4	Anthelmintic	7	Tab	Albendazole	400mg	100
5	Antibiotic	8	Tab	Nofloxacin	400 mg	1000
		9	Tab	Ciprofloxacin	500 mg	5000
		10	Cap	Ampicillin	250 mg	500
6	H1 Antagonist	11	Tab	Ranitidine	150 mg	1000
7	Antacid	12	Tab	Antacid		2000
8	Vitamin and iron supplement	13	Tab	Multivitamin		2000
		14	Tab	Iron+Folic acid		2000
		15	Tab	B-Complex		1000
		16	Tab	Vit - C	500 mg	1000
		17	Cap	Vit A and D		2000
9	For Children	18	Syrup	Paracetamol	125mg/5ml	20
		19	Syrup	Ampicillin	125mg/5ml	10
		20	Syrup	Antitussive		20

4. Other Activities

1) Provide treatment for common ailments and common drugs in the camps and prevent spread of communicable diseases.

- Provide free consultation for ailments other than those covered under the scheme.
- Provide common drugs for general ailments as indicated in the list below.

Hospital shall carry at least 10 types of drugs from the above list and should have at least one drug from each category.

- Distribution of all drugs for children (Category 9) is mandatory.
- Stock of above drugs must be carried to the camp; however hospitals are free to distribute more number of drugs.
- Minimum Rs 1500 worth medicines must be carried to the camp.
- Hospitals may carry generic drugs instead of proprietary preparations to keep cost of medicines low.

2) Network hospitals to provide professional incentives to Government Doctors participating in the camp to encourage their active participation and cooperation. Each Medical officer has to be given incentives of Rs 250. At least two Medical officers from one network hospital or four medical officers if camp is organized by two network hospitals should attend the camp. Each network hospital shall pay incentive for two medical officers.

5. Allocations

In order to encourage the above activities in the camps by network hospitals, Government has decided to provide financial support to the hospitals through RGJAY society to the tune of Rs 5000 for each camp and activity wise allocation of said amount is as listed below.

Sr No	Activity	Amount allocated in Rs
1	IEC Activity	1500
2	Basic necessities to patients such as shamiyana, chairs, water, fans, snacks etc.	1500
3	Providing common drugs to patients as indicated in the list	1500
4	Incentive to Government Medical officers	500
Total		5000

6. Confirmation of camps, indenting, approval, organizing, claiming and reimbursement of amount.

The entire process of intimation, confirmation, indenting, details of camp organization and claiming of money will be through health camp module in the RGJAY society website.

- The RGJAY society will communicate the schedule of camps well in advance and same will be available online in the login of hospital for confirmation.
- Confirmation and indenting – The details of Doctors and paramedics and equipment to be carried attending camp shall also be indicated online. The indent for each camp should be put up by each hospital online as under.
 - Details of IEC activities with specific proposals and estimated amount.
 - Details of facilities to be provided.
 - Details of common drugs to be distributed.

- Incentives to be given to Government Medical officers with names of Medical officers tied for camp.
- Approval – Based on indent RGJAY society will approve amount subject to 5000 rupees per hospital per camp. The approval status can be viewed online. Approved amount can be denied in case of rescheduling camp after confirmation.
- Organizing the camp – The hospital shall conduct camp as per schedule. Hospital should ensure that an Arogyawardhini Medical Camp Coordinator (MCCO) is earmarked for the purpose and sent to campsite to undertake campIEC activities and arrange for facilities provided for the camp.
- Documentation for camp
 - Each patient is given OPD card. The diagnosis and treatment is mentioned on card.
 - Medicines are given as per prescription and details mentioned in drug dispensing register.
 - The signature and thumb impression of patients in Annexure B is scanned and uploaded at the time of claiming camp amount.
 - The referral card is given to patients who are referred under the scheme with details of hospital referred, name of consultant, mobile number of network arogyamithra in Annexure C.
 - The details of outpatients referred and patients will be recorded, a copy of same is signed by Government Medical officer, Medical officer of network hospital and Arogyamithra of network hospital and same is scanned and uploaded online at the time of claiming camp amount.
 - Incentives given to Government Medical officer is obtained in acquaintance in Annexure E.
 - MCCO of network hospital shall also take declaration as to successful conduct of camp signed by MO PHC, Arogyamitra of concerned PHC. Network hospital shall also upload it for claim. Annexure F.
 - Utilization certificate shall be claimed online Annexure G.
 - Reimbursement – RGJAY society based on uploaded and submitted documents will reimburse the amount once in a month.

7. Role of District Administration in conducting the camps.

1. Spreading awareness of camp.
2. Camp inaugurated by Local MLA and all Public representatives are informed regarding camp.
3. Drinking water to be arranged by panchayat.
4. Snacks for doctors and staff to be arranged by arogyamithras or Medical officers. Cost will be borne by network hospital.
5. Two MOs from Government and two from network hospital should be deputed for camp.
6. DMHOs shall take necessary steps to distribute common medicines.

7. The patients referred from camps are followed to report to network hospital by Arogyamithras of PHC and Network hospital.
8. District coordinator of RGJAY society and insurance company should speak to AMCCO of network hospital and ensure that all activities are taking place.

APPENDIX VII

**DRAFT MOU BETWEEN INSURER AND NETWORK HOSPITAL
MEMORANDUM OF UNDERSTANDING
RGJAY - PHASE I**

This Agreement is made at Mumbai on this _____ the day of ___ 2011 between _____ INSURANCE COMPANY LTD., a Company incorporated under the Companies Act 1956 and having its Registered & Corporate Office at _____ represented by _____ hereinafter referred to as "Insurer" which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees of the ONE PART

AND

_____ rep by
Managing Superintendent / Director / Proprietor and having its Registered Office at _____

_____ hereinafter referred to as PROVIDER which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees of the OTHER PART.

WHEREAS, 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") and Orange card holders (APL) belonging to 8 (eight) districts namely, Mumbai city, Mumbai Suburban District, Dhule, Raigad, Solapur, Nanded, Amravati, and Gadchiroli, of the State of Maharashtra ("**Beneficiary families**") against specified surgical / Therapeutic procedures (972 procedures and 121 follow up procedures) for which purpose Insurer has created a network of service Providers .

_____ 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. Now this agreement witnesses as under.

Article 1: Definitions

- 1.1 '**RGJAY society**': RGJAY Health Care RGJAY society.
- 1.2 '**IRDA**': Insurance Regulatory and Development Authority.
- 1.3 '**Hospital**': Hospital Registered under Bombay Nursing Home Act with minimum 50 beds.

HOSPITAL / NURSING HOME:

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).

I. Infrastructure and Manpower (General):

- a) Should have at least **50** inpatient medical 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 DiagnosticCenter
- 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.

II. Infrastructure and Manpower (Specific)

For Empanelment of Cancer Therapy

Services of fully qualified Medical Oncologist, Radiation Oncologist and Surgical Oncologist – 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. Tumour board comprising of qualified and registered oncologist, oncosurgeon and Radiotherapists 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.

b. For Empanelment of Poly Trauma

1. Shall have Emergency Room Setup with round the clock dedicated duty doctors of Modern Medicine.
2. Shall have round the clock anesthetist services
3. Shall be able to provide round the clock services of Neurosurgeon, Orthopedic Surgeon, CT Surgeon and General Surgeon, Vascular Surgeon and other support specialties.
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.

c. 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.

d. 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

IV. Hospital shall provide following additional benefit to the BPL (Yellow ration card holder) and APL (orange ration card holders with Annual income < Rs. 100000) beneficiary families related to identified systems:

- a. Provide space and separate RGJAY counter/kiosk as per the design for Aarogyamithras.

- b. Provide Computer with networking (dedicated broadband with minimum 1mbps 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.
- f. Free diagnostic tests and medical treatment required for beneficiary families irrespective of surgery.
- g. Provide the services of a dedicated Medical Officer to work as Rajiv Gandhi Jeevandayee Medical Coordinator (MCO) for the scheme and he will be responsible to the Society 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 week for the screening of the BPL patient 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 under RGJAY.

1.5 **'MOU':** Memorandum of Understanding between the Insurance & 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 NetworkHospital.

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

1.10 MCOs (RGJAY Medical Coordinator) - Medical Coordinator from the NetworkHospital with minimum MBBS qualification to coordinate with RGJAY society / Insurer

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

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

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

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

1.15 '**EDC**': Empanelment & Disciplinary Committee.

Article 1a: Effective Date

- 1a. This agreement will be in force for a period of one year from within 90 days of date of effectivity for Phase I. Renewal or unit otherwise terminated as provided for in this MOU an shall be extended by mutual consent under same 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.

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 (50) 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	
S12	Medical Oncology	
S13	Radio Oncology	

Total Bed Strength		
Code	Specialty	Total No. of Beds
S14	Plastic Surgery	
S15	Polytrauma	
S17	Prosthesis	
M1	Critical Care	
M2	General Medicine	
M3	Infectious Diseases	
M4.1	Pediatric Intensive Care	
M4.2	Neonatal Intensive Care	
M4.3	Pediatric General	
M5	Cardiology	
M6	Nephrology	
M7	Neurology	
M8	Pulmonology	
M9	Dermatology	
M10	Rheumatology	
M11	Endocrinology	
M12	Gastroenterology	
M 13	Interventional Radiology	

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

Provider agrees to provide at least 25 % of their bed capacity available 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 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 NetworkHospital.

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 RGJAY society / 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.

2.10 Eligibility Criteria:

The provider agrees to follow the guidelines on eligibility criteria for admission of patients under RGJAY Health Scheme as mentioned here under and the Following guidelines are re-emphasized by the RGJAY society to be followed by Network hospital in cases where clarifications are sought.

No.	Exceptional Situation	Requirement for benefit
1	No Health Card with beneficiary, but Valid Yellow or Orange Ration Card with name of beneficiary is available	Aadhaar number and in case Aadhaar number not taken any Photo ID card issued by Govt. (Driving license, election identity card with photograph, school ID, certificate issued by authorized office.) to correlate the patient name & photograph (In instance of emergency admission, provisional preauthorization may be given subject to confirmation of it against submission of valid photo identity card issued by Govt. before discharge.)
2	Children born after issue of card i.e. name and photo not available on health card or on valid yellow/Orange ration card	Photograph of child with either parent along with Health card/ valid Yellow or Orangeration card of parent and Birth certificate issued by authorized office.
3	Name is there in Yellow or Orange Ration Card and matches with name in photo identity. But the card is invalid as it does not match with the digitized list.	Not eligible for benefit package (The yellow /Orange ration card is cancelled after verification by department but still the family is holding it)

Satisfactory Performance Certificates from the clients of institutions must be submitted with no adverse reports. These certificates shall be from the clients/end users where diet services were provided.

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 inspire 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 50 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 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. A minimum of 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.

4.2 Infrastructure and Manpower (Specific):

- Provider agree to provide the services the services of fully qualified Medical Oncologist, Radiation Oncologist and Surgical Oncologist –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 by medical oncologist.
- 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.

4.4 For Empanelment of Poly Trauma:

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

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 For Empanelment of Prostheses (Artificial limbs)

- The hospital shall have full time 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.

- 1.7. For empanelment of laboratory services, the signatory should essentially be a qualified pathologist
- 1.8. 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			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	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			
	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			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	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 / Physiotherapy 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			
	Well-equipped theatre with C-ARM			
	Endoscopes investigation support			
	Post-op with ventilator support			
	Sew lithotripsy equipment			
10.	Pediatric Surgery			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	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			
	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 in General Surgery, Or Equal AMC with ventilator support			
2.	General Medicine			
	Qualified General Physician with post graduate degree in General Surgery , Or Equal AMC with ventilator support			
3.	General Medicine			
	Qualified General Physician with post graduate degree in General Surgery, or Equal AMC with ventilator support			
4.	Pediatric			
	Qualified pediatrician			
	NICU & PICU fully equipped			
	Round the clock Pediatric / Emergency service room with Pediatrician			
	Pediatric resuscitation faculty			
5.	Cardiology			
	Qualified Cardiologist with DM or Equivalent Degree			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	ICU Facility with cardiac monitoring and ventilator support			
	Hospital should facilitate Round the clock cardiologist services			
	Availability of support specialty of General Physician & Pediatrician			
5a.	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 perform Cardiac Surgeries.			
	Centre Must have done at least 100 interventions			
6.	Nephrology			
	Qualified Nephrologists with DM or Equivalent Degree			
	Hemodialysis facility			
	AMC and Physician Support			
7.	Medical-Gastro Entomology			
	Qualified Gastro Enterologist with DM or Equivalent Degree.			
	Endoscopy facility			
	AMC and Physician Support			
	Centre Must have done at least 100 Endoscopic procedures			
8.	Endocrinology			
	Qualified Endocrinologist with DM or Equivalent Degree			
	AMC with ventilator and Physician Support.			
9.	Neurology			
	Qualified Neurologist with DM or Equivalent Degree.			
	EEG, ENMG, Angio-CT facility			

No.	Specialty Service	Available / Not Available	Specialist Name	Qualification
	of Neurological study			
	Neuro ICU Facility with ventilator support			
	Physician Support			
10.	Dermatology			
	Qualified Dermatologist with MD or Equivalent Degree.			
	AMC and Physician Support.			
11.	Pulmonology			
	Qualified Pulmonologist			
	RICU facility			
	Spirometry and bronchoscope facility			
	Physician Support			
12	Rheumatology			
	Qualified Pulmonologist			
	MICU Facility			
	Physician and Orthopedic Support			
	Physiotherapy Support			
C	COMMINED SERVICES FOR CANCER THERAPY			
1.	Cancer			
	Services of qualified Medical Oncologist			
	Services of qualified Surgical Oncologist			
	Services of qualified Radiation Oncologist 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 society 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 surgery, 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 till 10 days of postoperative or till patient recovered satisfactorily in all those cases where operation was performed.
- 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.

Article 7: Package Rates

- 7.1 The Package rates are given in the Booklet (RGJAY Manual on Surgical & Medical Treatments for Cashless Treatment of beneficiary Population) will form a part and parcel of the MOU and which will be the basis and binding for the treatment cost of various procedures and as per the package rates.
- 7.2 The Package rates are the maximum rate indicated for each surgical procedure. However, the settlement of the claims will be made on the basis of actual bill submitted by the provider.
- 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 decided by the technical committee in consultation with treating doctor and decision of this committee will be final 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 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 RGJAY society and decision of the committee 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 but ultimately do not undergo Surgery or Therapies will be borne by the Provider themselves and the Provider will not charge any fee for consultation and investigation from the Beneficiary.

Article 9: Quality of Services

- 9.1 Provider agrees to provide separate and Free OPD consultation. However there will not be any discrimination to RGJAY patients vis-a-vis other paying patients in regard to quality of services.
- 9.2 Provider shall agree to provide free diagnostic tests and medical treatment for beneficiary families irrespective of surgery / Therapy required according to good business practices.
- 9.3 The Provider will treat RGJAY Beneficiary families in a courteous manner and according to good business practices.
- 9.4 The Provider will extend admission facilities to the Beneficiary families round the clock.
- 9.5 The Provider will have 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.
- 9.6 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.
- 9.7 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.
- 9.8 The provider agrees to provide quality medicines, standard prostheses. Implants and disposables while treating the beneficiary families.
- 9.9 The Provider agrees to assist and cooperate with the medical auditing team from the RGJAY society / Insurer as and when required.
- 9.10 The Provider agrees to provide video recorded evidence of patient counseling before 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.
- 9.11 The hospitals Morbidity and Mortality cases will be subject to scrutiny by the RGJAY society / Insurer.
- 9.12 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 EDC.

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 Arogyamitra. 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 in the Rajiv RGJAY Medical on Surgical & Medical Treatments for Cashless Treatment of BPL Population – 3rd edition.
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 aadhar number, Patient photo and also necessary reports like CT Films, X-Ray films, Angio CD etc. are uploaded in the system.
10. He / She will coordinate with insurance and RGJAY society doctors as need arise.
11. Preauthorization kept pending from Insurance and RGJAY society 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 Arogyamithra 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 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(i) **RGJAY society Insurer reserves 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 without obstruction and co-ordinate with them during Surprise and Regular Inspections.
- 11.3 Provider will furnish periodical reports to RGJAY society / insurer on the progress of the scheme as per the formats prescribed for this purpose.
- 11.4 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.
- 11.5 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 / 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 Aarogyamithra 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 Aarogyamithra 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 Aarogyamithra to access the web for online MIS. e-preauthorization etc.
- 13.4 The Provider will allow Aarogyamithra 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 Aarogyamithra 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 Beneficiary families.
- 14.3 The provider agrees to provide separate 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 specially including trauma cases based on their available infrastructure as under:

CATEGORY	SPECIALTY	Capacity to admit number of patients /Day (Bed Strength)
A	MEDICAL SPECIALTIES	

CATEGORY	SPECIALTY	Capacity to admit number of patients /Day (Bed Strength)
	General Medicine	
	Critical Care	
	General Medicine	
	Infectious Diseases	
	Pediatrics	
	Neonatal Intensive Care	
	Pediatric Intensive Care	
	Pediatrics (General)	
	Cardiology (Medical Management)	
	Nephrology	
	Neurology	
	Endocrinology	
	Medical Gastroenterology	
	Dermatology	
	Rheumatology	
	Pulmonology	
B	SURGICAL SPECIALTIES	
	General Surgery	
	Orthopedics	
	ENT	
	Ophthalmology	
	Gynecology and Obstetrics	
	Cardiac Interventions	
	Cardiothoracic Surgery	
	Surgical Gastroenterology	
	Genitourinary Surgery	
	Neuro Surgery	
	Pediatric Surgery	
	Plastic Surgery	
C	SPECIAL SERVICES	
	Cancer	
	Medical Oncology	
	Surgical Oncology	
	Radiation Oncology*	

15.2 The Provider agrees to submit the vacancy level in pre-operative words, 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 week at the place specified by the RGJAY society to identify the members of the BPL families who may require surgeries covered under the scheme as per the schedule given by the RGJAY society/for such surgeries. 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/ Insurance 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 Aarogyamithras.
- 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 RAJIV GANDHI JEEVANDAI Medical Camp Coordinator (MCCOs) for the scheme to coordinate with RGJAY society / Insurance through Aarogyamithra. The provider agrees to submit the details of appointed MCCO's as per the ANNEXURE XXIV.

The provider agrees to inform the insurer & 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 RGJAY Medical CampCoordinator (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
- And other responsibilities mentioned in ANNEXURE - XV.

Article 17: Admission of Beneficiary

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

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, biopsy reports will be uploaded, cytology and biopsy reports / slides should be submitted.
- 18.2a Insurer undertake to approve the Preauthorization in consultation with the RGJAY society indicating the relevant package rates within 12 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 14 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 is not update within 14 days after approval of pre authorization 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 / RGJAY society 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, the RGJAY society/ Insurer reserves the right to cancel the Preauthorization immediately without any intimation.
- 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 Insurer.

- 18.2d The provider agrees that the approval of Pre-authorization by RGJAY society / Insurance 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 updation 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 solely responsible 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 where 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 / RGJAY society and pre-authorization is obtained at a later date keeping the insurance / RGJAY society 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 (RGJAY manual for Surgical and Medical treatments for Cashless Treatment of BPL Population- 3rd edition.) 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 / RGJAY society reserves 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.

Article 19: Transport of Patients

19.1 The Provider agrees to transport or bear the cost of transport charges (To & fro) 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 Aarogyamithra 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 to be supplied. 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 Satisfaction 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 & Aarogyamithra 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) under RGJAY II.

21.13 The provider will agree to provide free post-surgical physiotherapy services, wherever required for the agreement period.

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 Below Poverty Line 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 following to Original discharge summary, original investigation reports. All original prescriptions, Procedure CD's MRI films, X-rays, Post-Operative slides with Biopsy report, 3 Photographs of the patient taken preoperative bedside, immediate post-operative showing operation wound and at the time of discharge, Case Sheet with Operation Notes Breakup of the bills (Room Rent, Investigations, Procedure charges & pharmacy receipt) etc. These are to be made available to for Claim payment, while submitting the bill. The copies of the discharge summary signed by the Beneficiary will be uploaded in the web. A summary of the bills raised will also be uploaded.
- 22.4 Letter of satisfaction from the patient should also be obtained and sent along with the bills to in prescribed format.
- 22.5 Provider should ensure that Chemo Therapy Drugs are physically administered to the Patients. Provider should produce bills by coating 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: Payment Terms and Conditions

- 23.1 Insurer agrees to pay all the eligible bills within 7 working days. Subject to submission of all supporting documents including post-operative investigations and reports as required online and the photocopies of daily progress report and ICU charts should be sent by courier.
- 23.1a The payments to the provider are made the Insurer after deducting Taxes (TDS) as per prevailing IT Rules, and accordingly Insurer will issue the Form No. 16A at the end of Financial Year. Provider hereby agrees to comply all the formalities required in fulfilling regulations of Income Tax Dept.
- 23.2 The provider agrees to submit the core banking number IFSC code to the insurer to facilitate electronic fund transfer for settling the claims.

- 23.3 The Provider agrees to submit all the claims for the surgeries / Treatments performed within 60 days from the date of discharge of patient.
- 23.4 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.

Article 24: Limitations of liability and indemnity

- 24.1 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 /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.
- 24.2 The Provider admits and agrees that if any claim arises out of alleged deficiency in service on their part or 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 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.
- 24.3 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.
- 24.4 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 25: Confidentiality

- 25.1 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.
- 25.2 The provider agrees to protect the confidentiality under this agreement and ensures not to recruit ex-employees of insurer anytime during this agreement and also for a further period of one year from the date of expiry of this an agreement.

Article 26: Termination

- 26.1 Any deficiency in service by the empanelled hospitals (Provider), or noncompliance of the provisions of MOU will be scrutinized by the Empanelment & Disciplinary Committee (EDC) comprising of representative from the RGJAY society and Insurer 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 EDC and RGJAY society.

Article 27: Jurisdiction

- 27.1 Any dispute arising of this MOU will be subject to arbitration as per Arbitration Act and subject to the jurisdiction of Maharashtra courts only.
- 27.2 Any amendments in the clauses of the Agreements can effected as an addendum, after the written approval from both the parties.

Article 28: Non-exclusivity

- 28.1 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 thereof this agreement executed by or on behalf of the parties on the day and year mentioned above.

Signed and delivered by:

Provider:

Through its Managing Director / by Sri/Smt.

Sign _____
In presence of Sri/ Smt. _____ Sign

Through its Chief Operating Officer Sri / Smt.

Sign _____
In presence of Sri / Smt. _____ Sign

"Rider A"

- 1. **Resolution of dispute:**
In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- 2. **Arbitration:**
If any dispute arises between the parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any

provision of this Agreement, the parties shall refer such dispute to their respective chairmen/CEO's for resolution. In the event that the chairmen/CEO's are unable to resolve the dispute within 30 days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who will be Additional Chief Secretary// Principal Secretary Public Health and Family Welfare Department Government of Maharashtra, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitrators in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.

3. Governing Language:

English language version of the contract shall govern its interpretation.

4. Applicable Laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

5. Indemnification:

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

6. Jurisdiction

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

7. Saving clause

No suits, prosecution or any legal proceedings shall lie against the Joint Director of Health Services (Procurement Cell), Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of RFP.