SCOPE OF WORK

The scope of work shall be defined by The OICL in SLA. The following scope of work is indicative in nature and The OICL reserves the right to define it decisively as per Tender Documents for Selection of Insurance Company for the implementation of Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (PMJAY), Mukhyamantri Amrutam (MA) and Mukhyamantri Amrutam Vatsalaya (MAV) Yojana Scheme as issued and to be issued by SHA for 15 district of Gujarat.

District Wise Active Families under MA & MAV & PMJAY (as on 17.8.2020)					
Sr. No.	District Name	MA Active Families	MAV Active Families	PMJAY Active Families	Total Active Families MA & MAV & PMJAY
1	Ahmedabad	1,48,648	2,64,417	1,51,415	5,64,480
2	Amreli	52,660	84,123	62,709	1,99,492
3	Anand	65,043	76,754	72,142	2,13,939
4	Bhavnagar	61,169	91,986	53,260	2,06,415
5	Botad	18,442	53,809	17,664	89,915
6	Devbhoomi Dwarka	20,635	26,920	6,830	54,385
7	Gir Somnath	34,101	71,512	22,303	1,27,916
8	Jamnagar	44,541	82,279	37,553	1,64,373
9	Junagadh	38,589	75,978	69,522	1,84,089
10	Kheda	1,01,836	50,484	1,05,087	2,57,407
11	Kutch	59,134	79,371	42,415	1,80,920
12	Morbi	29,608	52,563	13,939	96,110
13	Porbandar	22,563	30,058	21,599	74,220
14	Rajkot	94,172	2,03,335	99,390	3,96,897
15	Surendranagar	77,793	95,567	64,233	2,37,593
	TOTAL	8,68,934	13,39,156	8,40,061	30,48,151

The TPA will work as a facilitator between the AB- PMJAY, MA and MAV Beneficiary Family and the health providers and coordinate with various agencies of the State and Central Govt. including nodal agencies. For details about the Scheme including risk cover, benefit packages and procedures covered, premium payment details, proposed roles and responsibilities of the Insurer and all other relevant details, refer to all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the AB-PMJAY, MA & MAV Scheme as issued by SHA.

All the service related work and financial obligation entrusted to OICL by virtue of tender documents issued by SHA and MOU signed between SHA and OICL shall have to be borne by TPA including but not limited to Identification of AB- PMJAY, MA and MAV Beneficiary family units, coordination with EHCP, cashless access of services, Pre – authorization, portability, claim service management, fraud control and Management, Setup of project office, district office and manpower, MIS, Monitoring and control, bearing of penalties, reporting requirements, Grievance Redressal, Confidentiality of information and Data protection.

The scope of work of TPA includes : -

1. Identification and Approval of AB-Pradhan Mantri Jan Arogya Yojana(AB-PMJAY), (Earlier called AB - NHPM) Beneficiary Family Units:

TPA have to setup beneficiary Identification and approval team on fixed service level agreement on

turnaround time and provide the beneficiary a print of AB-PMJAY e-card.

2. Agreement with Empanelled Health Care Providers

- a) The TPA shall make sure that claims of Empanelled Health Care Provider are reimbursed under the AB- PMJAY, MA and MAV based on Package Rates as mentioned in tender documents issued by SHA.
- b) As a part of the Agreement, the TPA shall ensure that each EHCP has within its premises the required IT infrastructure (hardware and software) as per the AB-PMJAY MA and MAV guidelines. All Private EHCPs shall be responsible for all costs related to hardware and maintenance of the IT infrastructure. For all Public EHCPs the costs related to hardware and maintenance of the IT infrastructure shall be borne by the TPA.
- c) Notwithstanding a suspension or de-empanelment of an EHCP, the TPA shall ensure that it shall honour all Claims for any expenses that have been pre-authorised or are legitimately due before the effectiveness of such suspension or de-empanelment as if such de-empanelled EHCP continues to be an EHCP.

3. Cashless Access of Services

- a) The TPA shall make sure that EHCP is reimbursed as per the package cost specified in tender documents issued by SHA agreed for specified packages or as pre-authorised amount in case of unspecified packages.
- b) The TPA shall ensure that each EHCP shall at a minimum possess the Hospital IT Infrastructure required to access the AB-PMJAY, MA and MAV Beneficiary Database and undertake verification based on the Beneficiary Identification process laid out, using unique AB-PMJAY, MA and MAV Family ID on the AB-PMJAY, MA and MAV Card and also ascertain the balance available under the AB-PMJAY, MA and MAV Cover provided by the OICL.
- c) The TPA shall provide each EHCP with an operating manual describing in detail the verification, pre-authorisation and claims procedures within 5 days of signing of agreement.
- d) The TPA shall train Ayushman Mitras that are deputed in each EHCP who responsible for the administration of the AB-PMJAY, MA and MAV on the use of the Hospital IT infrastructure for making Claims electronically and providing Cashless Access Services.

4. Pre-authorisation of Procedures

a) The TPA shall ensure that in all cases pre-authorisation request related decisions are communicated to the EHCP as per TAT mentioned in Schedule 12.B.2 of the tender document. If there is no response from the TPA within prescribed TAT of EHCP filing the pre-authorisation request, the request of the EHCP shall be deemed to be automatically authorised and shall affect performance KPIs mentioned in Schedule 12.B.2 of the tender document.

5. Portability of Benefits

b) The TPA is required to process claims from any empanelled hospital under the scheme within India and will settle claims within 20 days of receiving them.

6. Claims Management

For detailed scope of work of TPA refer to all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of

the AB-PMJAY, MA & MAV Scheme as issued by SHA.

The following TAT is to be followed:

E-notification of rejection shall be issued to the State Health Agency and the Empanelled Health Care Provider within 7 days (20 days for Portability Cases) of receipt of the electronic Claim

The process specified in tender document issued by SHA in relation to Claim Payment or investigation of the Claim shall be completed such that the Turn-around Time shall be no longer than 7 days.

Scrutiny, Claim processing and payment of the claims: Action within 7 days of claim submission for claims within state and 20 days & for claims from outside state (Portability cases).

7. Fraud Control and Management

- a) The TPA is expected to have the capability of develop a comprehensive fraud control system for the scheme which shall at the minimum include regular monitoring, data analytics, ecards audit, medical audit, field investigation, hospital audit, corrective action etc. It shall comply with provisions of PMJAY, MA and MAV Anti-Fraud Guidelines and Advisories as issued time to time. TPA shall investigate minimum 15% of claims reported in a Financial Year.
- b) For an indicative (not exhaustive) list of fraud triggers that may be automatically and on a real-time basis be tracked as provided in Schedule 13 of tender document issued by SHA. The TPA shall have capacities and track the indicative (not exhaustive) triggers and it can add more triggers to the list.
- c) For all trigger alerts related to possible fraud at the level of EHCPs, the TPA shall take the lead in immediate investigation of the case in close coordination and under constant supervision of the SHA.
- d) Investigations pursuant to any such alert shall be concluded within 05 days
- e) The TPA shall be responsible for monitoring and controlling the implementation of the AB-PMJAY, MA and MAV in the State in accordance with Clause 23 of the tender document issued by SHA.

8. Project Office and District Offices and Manpower

- a) The TPA shall establish a Project Office at a convenient place at Gandhinagar for coordination with the SHA/OICL on a regular basis within 10 days which has sufficient sitting capacity to accommodate the manpower stated in the tender.
- b) TPA shall setup dedicated call center at Gandhinagar
- c) The TPA shall set up an office in each of the districts of the State of Gujarat at the district headquarters of such district (each a District Office) within 10 days.
- d) In addition to the support staff for other duties, the TPA shall recruit or employ experienced and qualified personnel exclusively for the purpose of implementation of the AB-PMJAY, MA and MAV and for the performance of its obligations and discharge of its liabilities under the Contract. Detailed list of staff to be provided by TPA is provided under Schedule 16 of tender document issued by SHA. All such staff should be dedicated for servicing this scheme and should be stationed at project office at Gandhinagar.
- e) The TPA shall provide a list of all such appointments and replacement of such personnel to OICL within 20 days of all such appointments and replacements. The TPA shall ensure that its employees coordinate and consult with the OICL's corresponding personnel for the successful implementation of AB-PMJAY, MA and MAV.
- f) The TPA shall complete the recruitment of such employees within 15 days.
- **g)** Maintenance of call center and manpower requirement as mentioned in the tender document issued by SHA and tender document issued by OICL shall be responsibility of TPA.

9. Plan for Provision of Services in the Absence of Internet Connectivity

The TPA agrees that if, in the implementation of the Scheme and use of the prescribed technology and

systems, there is an issue causing interruption in the provision of Cashless Access Services, the TPA shall:

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

10. Management Information System (MIS)

- a) The TPA shall maintain a MIS dashboard that will act as a visual interface to provide at-a-glance views on key ratios and measures of data regarding the implementation of the Scheme.
- b) The TPA shall update the information on the MIS dashboard real time and shall provide the SHA and OICL and any number of authorized representatives of the SHA and OICL or its advisors/consultants with access to the various modules on the MIS dashboard.
- c) In addition, the TPA shall submit reports to the OICL regarding health-service usage patterns, data and such other information regarding the delivery of benefits as may be required by the OICL on a monthly basis.
- d) In addition, the TPA shall be responsible for submitting such other data and information as may be requested by the OICL/ SHA and/ or to the NHA and to submit such reports in formats as required by and specified by the OICL/ SHA from time to time.

11. Scope of Monitoring

- a) Monitoring shall include but not be limited to:
- i. Overall performance and conduct of the TPA.
- ii. Claims management process.
- iii. Grievance redressal process.
- iv. Fraud control process
- v. Any other aspect/ activity of the TPA related to the implementation of the Scheme.
- b) Monitoring Activities to be undertaken by the TPA:-

Under the AB-PMJAY, MA and MAV, the TPA shall monitor the entire process of implementation of the Scheme on an ongoing basis to ensure that OICL meets its obligations under its Insurance Contract with the SHA. Towards this obligation the TPA shall undertake, but not be limited to, the following tasks:

- a. Ensure compliance to all the terms, conditions and provisions of the Scheme.
- b. Ensure monitoring of processes for seamless access to cashless health care services by the AB-PMJAY, MA and MAV, beneficiaries under the provisions of the Scheme.
- c. Ensure monitoring of processes for timely processing, management and payment of all claims of the EHCPs.
- d. Ensure monitoring of processes/transactions/entities for fraud control
- e. Ensure fulfilment of minimum threshold levels as per the agreed Key Performance Indicators (KPIs) laid down in Schedule 12 of tender document issued by SHA.

f. Ensure compliance from all its sub-contractors, vendors and intermediaries hired/contracted by the TPA under the Scheme for the fulfilment of its obligations.

c) Measuring Performance

- i. Performance shall be measured as per timeline and threshold mentioned.
- ii. Indicator performance results shall be reviewed in the quarterly review meetings and reasons for variances, if any, shall be presented by the TPA.
- iii. TPA shall pay OICL all penalties imposed by the SHA/NHA in line with KPIs mentioned in Schedule 12 on the Insurer within 10 days of receipt Penalty Notice from OICL.
- iv. Failure to pay penalty within the timeline will invite penal interest on the penalties
- v. If the TPA fails to pay Penalty within 90-day period and/ or the default interest thereon, OICL shall be entitled to recover such amount along with applicable interest, if any, as a debt due from the TPA.
- vi. Also, based on the review, OICL shall have the right to issue rectification orders demanding the performance to be brought up to the levels desired as per the AB-PMJAY, MA and MAV Guidelines.
- vii. Along with monitoring of KPIs, OICL may issue rectification orders to TPA. All such rectifications shall be undertaken by the TPA within 20 days of the date of issue of such Rectification Order unless stated otherwise in such Order(s).
- viii. At the end of the rectification period, the TPA shall submit an Action Taken Report with evidences of rectifications done to OICL.
- ix. If OICL is not satisfied with the Action Taken Report, it shall call for a follow up meeting with the TPA and shall have the right to take appropriate actions within the overall provisions of the Contract between OICL and the TPA.

12. Reporting Requirements

The TPA shall submit all reports mandated by SHA/NHA/ OICL.

13. Grievance Redressal

Details of Grievance Redressal mechanisms and guidelines are published and revised by NHA from time to time, TPA ensure adherence to these guidelines while conducting grievance redressal.

14. Confidentiality of Information and Data Protection

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

Party to the TPA or otherwise acquired/ accessed by the TPA during the course of dealings between the Parties or otherwise in connection with the scope of this Agreement

15. Intellectual Property Rights

TPA undertakes to disclose all such Intellectual Property Rights, to the best of its knowledge and understanding, arising in performance of the services of this Agreement to the OCIL.

16. Commitments

- The OICL has made commitments as per the Tender Document for Selection of Insurance Company for Implementation of AB- PMJAY, MA and MAV of GoG, copy attached. It shall be the Full responsibility of the TPA to ensure that the functions and standards as committed in the MOU are fully met. Any Penalty on the OICL for not servicing the Scheme will be sole responsibility of TPA.
- The TPA will undertake each and every job on behalf of The OICL, whether mentioned in the scope of work or not, entrusted by the GoG/GoI, in connection with the above scheme. In other words, all the required jobs of The OICL connected with the above scheme as entrusted by the State Govt. and Central Govt, from time to time, should be discharged by the TPA with the full satisfaction of all concern. For clarity, the TPA may study the Documents highlighting the job of the intermediaries, health providers and the insurance company, prepared by the Ministry of Health and Family Welfare, Govt. of India, available at their website and also the Tender Document for Selection of Insurance Company for Implementation of AB- PMJAY, MA and MAV of GoG, attached.

17. INFRASTRUCTURE, IT & MANPOWER REQUIREMENT:

- The TPA will set up project office/ State level office at Gandhinagar immediately after award of work order and office at each district level within 10 days of issuance of work order.
- TPA shall setup dedicated call center at Gandhinagar.
- All such staff should be dedicated for servicing this scheme and should be stationed at project office at Gandhinagar.
- The TPA will recruit or employ sufficient number of experienced and qualified personnel exclusively
 for the purpose of implementation of the AB- PMJAY, MA and MAV and for the performance of
 issuance of work order. its obligations and discharge of its liabilities under the contract, within 10
 days from the issuance of work order.

Minimum Requirement for Tender It may				
	Increase	Ι		
		Required		
Sr.No	Particular	No		
1	State Head for OIC	1		
2	State Head at Project office	1		
3	District coordinator	18		
4	MIS - OIC	1		
5	MIS -Project office	1		
6	Grievance officer	15		
7	BIS Executive	10		
8	CEX Executive	15		
9	MBBS Doctors	13		

10	Expert Doctors	7	
11	Project office	1	
12	District office	15	
13	Medical Auditor - MBBS	4	
14	Executive	5	
15	Miscellaneous	10	
	Executive having IT		
16	Background	2	
	Call Center – 4 executive		
	for day time and 2 night		
17	time	6	
	Total 125		

- TPA will Oversee/ Maintain IT infrastructure in EHCPs including training of EHCP staff on the same
- Where the policy is being renewed for the second year or the subsequent year thereafter, it will be
 the responsibility of the TPA, to ensure that the hospitals already empanelled under the Scheme do
 not have to undertake any expenditure for the transaction software. The TPA will also ensure that
 the existing and new hardware installed in the EHCPs is compatible with the new / modified
 transaction software, if any.
- It will be the responsibility of the TPA to ascertain the details about the existing hardware and software and undertake necessary modifications (if necessary) at their (TPA) own cost if the hardware is not working because of compatibility.
- Only in the case where the hardware is not in working condition or is reported lost, it will be responsibility of the private hospital to arrange for the necessary hardware.
- TPA will have to ensure that the EHCPs should have infrastructure to read and manage smart card transaction and provide paperless service through electronic communication. Their payment will be through E-Transfer.

18. TAT

Uniform Turnaround Time (TAT)

The TAT various components for reminders and timely payments are as follows.

TA	TAT FOR Private EHCP				
S #	Activities	TAT	Action		
1	Pre-Auth Intiation after Patient Registration (BY EHCP)	48 Hrs. post registration	Reminder after 24 hours. Auto rejection shall be initiated once rejection due to non-initiation Pre-authorizations		
2	TAT for pre-authorization Request	6 Hrs. (as per threshold set in TMS)	Auto approval after 6 hours (working hours)		
3	Response on PPD Query (By EHCP)	24 Hrs.	Reminders after 24 th hour, 48 hours, Auto reject after 72 hours due to nonsubmission of PPD Query. The rejected claim can be revoked by SHA on receiving proper justification from EHCP post 72 hours.		

TAT	TAT FOR Public EHCP			
S#	Activities	TAT	Action	
1	Pre-Auth initiation after Patient Registration (By EHCP)	72 hours post registration	Reminders after 24 hours and 48 hours. Auto rejection after 72 hours. New registration shall be initiated once rejection due to non-initiation Pre-authorizations	
2	TAT for pre-authorization Request	6 Hrs. (as per threshold set in TMS)	Auto approval after 6 hours (working hours)	
3	Response on PPD Query (By EHCP)	To submit ASAP but not later than 5 days	Reminders after 1 st day, 3 rd day and 4 th day. Auto reject after 5 days due to non- submission of PPD Query. The rejected claim can be revoked by SHA on receiving proper justification from EHCP post 5 days.	
4	Claim submission after Discharge (By EHCP)	To submit ASAP but not later than 15 days post discharge above 15 th day-up to 30 days with SHA's approval, Above 30 days-up to 60 days with CEO SHA's approval Beyond 60 days-not admissible	First auto Reminders would be sent after 5 th day and 7 th day and final auto reminder would be sent on 12 th day of Discharge. Claim beyond 15 days will move to SHA bucket. For reconsideration up to 30 days, Medco shall raise reconsideration request quoting reasons for delay Claim beyond 30 days will move to CEO SHA's bucket. For reconsideration up to 60 days, Medco shall raise consideration quoting reasons for delay.	

	B. Performance KPIs					
SN	KPIs	Timeline	Baseline KPI Measure	Penalty		
1.	E-card verification and approval • 30 Mins: Action on Verification Request from hospitals	on Verification Request from	95% Compliance	 Penalty of Rs 100 of each card delayed beyond given TAT Penalty of Rs 500 each incorrect verification/approval of e-card by IC 		
		100% compliance	In case any claim is adjudicated out of wrongly approved BIS card by IC then penalty of three times over andabove the claim amount			

2.	Pre- authorisation	Action within 6 * hours: of raising preauthorization request (all auto approvals beyond 6 hours will be considered non- compliance)	95% Compliance	As per tender document issued by SHA
			100% compliance	In case of wrongful pre-authorization approval, penalty of three times over& above the preauthorization amount
				As per tender document issued by SHA
3.	Scrutiny, Claim processing and payment of the claims	Action within 7 days of claim submission for claims within state and 20 days & for claims from outside state (Portability cases). (This is applicable if the TPA fails to make the Claims Payment within a Turn-around Time of 7 days/20 days for a reason other than delay on the part of SHA, if	100% Compliance	
		any)	100%	In case any claim is adjudicated wrongly then penalty of three times over and above the claim amount
			Compliance	
4.	Grievance Redressal	Beyond 30 days of the date of the order of the GRC	100%	Rs. 25,000 per week or part thereof
	(GRC)		Compliance	

Other terms as per Tender Documents for Selection of Insurance Company for the implementation of Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (PMJAY), Mukhyamantri Amrutam (MA) and Mukhyamantri Amrutam Vatsalaya (MAV) Yojana Scheme as issued and to be issued by SHA

	E. Productivity* KPIs for Key Staff by TPA					
SN	Designation	Benchmark	Location	Brief Roles and Responsibilities		
1	PPD	100-120 Pre-	SPO/Central Office	Approve/assign/reject pre-		
		authorization	of TPA	authrequest		
		request per	(Instructions to the	Raise query/send for		
		personper day	state: state shall	clarification to hosp.		
			decide about	 Trigger investigation 		
			location of the			
			processor)			
2	CEX	100-120 claims	SPO/Central Office	 Verification on non technical 		
		processing per	of TPA	documents, reports, dates		
		person per	(Instructions to the	verification		
		day	state: state shall	• Forward case to CPD for		
			decide about	processing with inputs		
			location of the			
			processor)			
3	CPD	70-100 claims per	SPO/Central Office	 Verification of technical 		
		person per day	of TPA	information eg. Diagnosis,		
			(Instructions to the	clinical treatment, notes,		
			state: state shall	evidences, etc.		
			decide about	Approve/assign/reject a claim		
			location of the • Raise query/as for class			
			processor)	Trigger investigation		

- * TPA shall make the staff available as detailed in Schedule: 16, however productivity KPIswill be applicable on above staff on given parameters.
- TPA shall ensure that preauthorization and claim approval and rejection shall be approved by and MBBS doctor

		C. Aud	dit Related KPIs	
SN	KPIs	Sample	Baseline KPI Measure	Penalty
	Preauthorization Audits	5% of total preauthorization' s across disease specialities per quarter	100% compliance	Rs. 50,000 per missing audit report per quarter If TPA fails to submit audit report in reporting quarter, then it will be considered asone instances of SPD triggers
	Claims Audit (Approved Claims)	5% of total claims of the quarter	100% compliance	Rs. 50,000 per missing audit report per quarter If TPA fails to submit audit report in reporting quarter, then it will be considered asone instances of SPD

				triggers
3.	Medical Audits	5% of total hospitalization cases per quarter	100% compliance	Rs. 50,000 per missing audit report per quarter If TPA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
4.	Death Audits	100%	100% compliance	Rs. 50,000 Per missing death audit report per quarter If TPA fails to submit audit report in reporting quarter, then it will be considered as one instances of SPD triggers
5	Beneficiary audit (during hospitalization)	2% of total hospitalized beneficiaries in that quarter	100% compliance	Rs. 50,000 per missing beneficiary (on phone) audit report If TPA fails to submit audit report in reporting quarter, then it will be considered asone instances of SPD triggers

Disclaimer

The Scope of Work given in this Annexure is only indicative in nature and the same shall be defined by The OICL as per all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the AB- PMJAY, MA and MAV Scheme and Insurance Contract as issued by SHA or The OICL.

In the event of any discrepancy, ambiguity or contradictions between the terms and conditionsset out in this tender document, the terms of tender documents issued by Government of Gujarat.