

SERVICE LEVEL AGREEMENT

BETWEEN THE ORIENTAL INSURANCE COMPANY LIMITED (OICL) AND THE THIRD PARTY ADMINISTRATOR FOR PROVIDING SUPPORT SERVICES FOR (IN) THE IMPLEMENTATION OF MEDISEP SCHEME AS PER TENDER DOCUMENT FOR SELECTION OF INSURANCE COMPANY FOR THE IMPLEMENTATION OF MEDISEP IN THE STATE OF KERALA, AND AMMENDMENTS AS ISSUED FROM TIME TO TIME BY THE GOVERNMENT OF KERALA.

This Agreement (hereafter called The Agreement) is executed at Cochin on _____ between the Oriental Insurance Company Limited (Herein after called the OICL and Party of the first part) represented by _____.

AND

_____ (herein after called the TPA and the Party of the second part.) represented by _____

Whereas The OICL has, after a due bidding process involving technical and financial evaluation, awarded the contract of Services for implementation of the MEDISEP scheme in all the districts of Kerala State.

As per the Letter of Award issued, the TPA shall serve the districts/departments allotted to them.

This agreement witnesses as follows:

GENERAL CONDITIONS OF AGREEMENT

1. General Provisions:

1.1. Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. "The Company" means The Oriental Insurance Company Limited (herein after referred to as OICL).
2. "Third Party Administrator" means a company registered under Companies Act 1956 and duly licenced by IRDA to work as TPA.
3. "Agreement" means the Agreement signed by the Parties, to which these General Conditions of Agreement are attached, together with all the documents listed in letter of award;
4. "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause in General Condition.
5. "GC" mean these General Conditions of Agreement.
6. "Government" means the Government of India or Government of Kerala as applicable in the specific instance.

7. "Local Currency" means Indian Rupees;
8. "Personnel" means persons engaged by the TPA for providing specific services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India.
9. "Party" means the Company or the TPA, as the case may be, and Parties means both of them;
10. "Services" means the work to be performed by the TPA pursuant to this Contract for the purposes of the Scheme.
11. "Sub Agency" means any entity to which the TPA subcontracts any part of the Services.
12. "Third Party" means any person or entity other than the OICL and the TPA.
13. "Contract Sums" means gross amounts of the TPA's original proposal in Indian Rupees with tax, duties, fees and other imposition as provided for in the General Conditions inclusive of all cost, all types of investigation works if any.
14. "Approved / approval" means the approval in writing.
15. "MEDISEP" shall refer to Medical Insurance Scheme for State Employees and Pensioners , a scheme managed and administered by the Department of Finance, Government of Kerala with the objectives of providing cashless treatment facility to beneficiaries through a network of empanelled hospitals according to the criteria specified by the Government.
16. "Beneficiary" means a member of the MEDISEP Beneficiary Family Unit who is eligible to avail benefits under the MEDISEP Scheme.
17. "Basic Benefit Package" refers to the basic cashless hospitalisation coverage of medical, surgical and day care procedures mentioned in Annexure 1 of the MEDISEP Tender Document issued by the Government of Kerala.
18. "Additional Benefit Package" refers to the Insurance coverage given over and above the basic coverage for catastrophic illnesses enlisted in Annexure 2 of the MEDISEP Tender Document issued by the Government of Kerala.
19. Beneficiary Family Unit or MEDISEP Beneficiary Family Unit refers to all Serving employees of the State Government including the High Court of Kerala and their family who are covered under the existing Kerala Government Servants Medical Attendant Rules [KGSMA Rules, 1960], part time contingent employees, part time teachers, teaching & non-teaching staff of aided schools and colleges and their family and pensioners and their spouses and family pensioners on compulsory basis, and all All India Service officers

serving under the Government of Kerala on optional basis . In addition to the above mentioned categories, employees and pensioners of the universities which receive Grant-in-Aid from the State Government and Local Self Government Institutions and the directly recruited personal staff of the Chief Minister, Ministers, Leader of Opposition, Chief Whip, Speaker, Deputy Speaker, Chairmen of the Financial Committees and personal staff pensioners/ family pensioners shall also be considered as beneficiary for this scheme. Referred to as MEDISEP Beneficiary Family Unit henceforth in the document.

- 20.** Cashless Access Service means a facility extended by the OICL to the eligible Beneficiaries where the payments of the expenses that are covered under the Benefit Package are reimbursed to the Empanelled Health Care Providers in accordance with the terms and conditions of the Insurance Contract, such that none of the Beneficiaries are required to pay any amounts to the Empanelled Health Care Providers in respect of such expenses, either as deposits at the commencement or at the end of the care provided by the Empanelled Health Care Providers.
- 21.** Claim means a claim that is received by the TPA from an Empanelled Health Care Provider, either online or through alternate mechanism in absence of internet connectivity.
- 22.** Claim Payment means the payment of eligible Claim received by an Empanelled Health Care Provider from the TPA through OICL in respect of benefits under the Benefit Package made available to a Beneficiary.
- 23.** Day Care Treatment means any Medical Treatment and/or Surgical Procedure which is undertaken under general anaesthesia or local anaesthesia at an Empanelled Health Care Provider or Day Care Centre in less than 24 hours due to technological advancements, which would otherwise have required Hospitalization
- 24.** Days mean and shall be interpreted as calendar days unless otherwise specified.
- 25.** Empanelled Health Care Provider means a hospital, a nursing home, a district hospital, a CHC, or any other health care provider, whether public or private, satisfying the minimum criteria for empanelment and that is empanelled by the TPA in accordance with terms of this Contract for the provision of health services to the Beneficiaries under MEDISEP scheme fulfilling the minimum prescribed standards and thereby tied up as network hospitals by the insurer.
- 26.** Fraud shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organization. It includes any act that may constitute fraud under any applicable law in India.
- 27.** “Hospitalisation” means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours. “Inpatient care” means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

- 28.** ICU or Intensive Care Unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards
- 29.** Insurance Contract shall mean the contract between the State Government and the OICL for the provision of the benefits under the coverage to the Beneficiaries and setting out the terms and conditions for the implementation of the MEDISEP scheme.
- 30.** Law/Applicable Law means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof.
- 31.** Medically Necessary Treatment: Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which: i) is required for the medical management of the illness or injury suffered by the insured; ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; iii) must have been prescribed by a medical practitioner; iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 32.** Material Misrepresentation shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.
- 33.** Medical Practitioner/Officer means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction, acting within the scope and jurisdiction of his/her license.
- 34.** Medical Treatment means any medical treatment of an illness, disease or injury, including diagnosis and treatment of symptoms thereof, relief of suffering and prolongation of life, provided by a Medical Practitioner, but that is not a Surgical Procedure.
- 35.** State Nodal Cell refers to the implementation and monitoring mechanism for MEDISEP under the Department of Finance, Government of Kerala.
- 36.** Package Rate means the fixed maximum charges for a Medical Treatment or Surgical Procedure or that will be paid by the TPA under Cover, which shall be determined in accordance with the rates provided in the Insurance Contract.
- 37.** Policy Cover Period shall mean the standard period of 36 calendar months from the date of start of the Policy Cover or lesser period as per Contract entered between Government of Kerala and OICL, unless cancelled earlier in accordance with the Insurance Contract.

38. Scheme shall mean the Medical Insurance Scheme for State Employees and Pensioners (MEDISEP) managed and administered by the Finance Department, Government of Kerala.

39. Service Area refers to the entire State of Kerala covered and included under this Contract for the implementation of MEDISEP scheme.

Sum Insured shall mean Basic Benefit Package Coverage for medical, surgical and day care procedures mentioned in Annexure 1 of the MEDISEP tender document, issued by the Government of Kerala, up to a sum of Rs. 3 lakhs per annum for a block period of three years. Out of the annual coverage of three lakhs, Rs.1.5 lakhs are fixed in nature and Rs.1.5 lakhs can be availed on a floater basis each year. The first component of Rs.1.5 lakhs is fixed for each year and will lapse at the end of each year. The floater component, if not exhausted, can be carried over to the subsequent years of the policy. In addition to the Basic Benefit Package coverage mentioned above, all procedures mentioned in the Annexure 2 of the tender document will be covered by the policy. An additional sum of not less than Rs. 35 crore for three years shall be provided as a corpus fund for providing coverage to Additional Packages enlisted in Annexure2.

40. State Government refers to the duly elected Government in the State in which the tender is issued.

41. Turn-around Time means the time taken by the TPA in completing the task. These tasks include but not limited to beneficiary verification/enrolment, issuance of ID card, processing preauthorization, processing a Claim received from an Empanelled Health Care Provider and in making a Claim Payment including investigating such Claim or rejection of such Claim etc. as defined in the Insurance Contract.

42. Material Breach means breach of any term and condition as enlisted in this contract caused due to any act and/or omission by the TPA's wilful misconduct and/or negligence.

43. "Services" shall mean all medical health care and ancillary services agreed to be made available by the TPA to the Insurer and/or the beneficiaries as per this agreement including, but not limited to the following:

- (i) Hospitalization Service & Cash less Service
- (ii) Beneficiary Identification, Approval, Enrolment & ID Card Service
- (iii) Call Centre & SMS Service – Maintenance of call centre shall be sole responsibility of TPA.
- (iv) Claims Processing Service
- (v) Investigation Service & Fraud and Abuse Management Service

- (vi) Grievance Management Service.
- (vii) Management Information System (MIS) Service
- (viii) Creation and Maintenance of IT Platform
- (ix) Capacity Building Interventions
- (x) Legal Assistance and other services as specified by the Insurer from time to time during the contract period.

1.2 Interpretation

- a. Any grammatical form of a defined term herein shall have the same meaning as that of such term.
- b. Any reference to an agreement, contract, instrument or other document (including a reference to this SLA) herein shall be to such agreement, instrument or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
- c. Any reference to an "agreement" includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (so defined) in writing and any certificate, notice, instrument and document of any kind.
- d. Any reference to a statutory provision shall include such provision as modified or re-enacted or consolidated from time to time.
- e. Terms and expressions denoting the singular shall include the plural and vice versa.
- f. Any reference to "persons" denotes natural persons, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (in each case, whether or not incorporated and whether or not having a separate legal entity).
- g. The term "including" shall always mean "including, without limitation", for the purposes of this SLA.
- h. The terms "herein", "hereof", "hereinafter", "hereto", "hereunder" and words of similar import refer to this SLA as a whole.
- i. Headings are used for convenience only and shall not affect the interpretation of this SLA.
- j. The Schedules and Annexures to this SLA form an integral part of this SLA and will be in full force and effect as though they were expressly set out in the body of this SLA.
- k. References to Recitals, Clauses, Schedules or Annexures in this SLA shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Schedules and Annexures of or to this SLA.
- l. References to any date or time of day are to Indian Standard Time.

- m. Any reference to day shall mean a reference to a calendar day.
- n. Any reference to a month shall mean a reference to a calendar month.
- o. Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates.
- p. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this SLA from or by any Party shall be valid and effectual only if it is in writing under the hands of a duly authorized representative of such Party.
- q. The provisions of the Clauses, the Schedules and the Annexures of this SLA shall be interpreted in such a manner that will ensure that there is no inconsistency in interpretation between the intent expressed in the Clauses, the Schedules and the Annexures. In the event of any inconsistency between the Clauses, the Schedules and the Annexures, the Clauses shall prevail over the Schedules and the Annexures.
- r. The Parties agree that in the event of any ambiguity, discrepancy or contradiction between the terms of this SLA and the terms of any Policy issued by the OICL, the terms of this SLA shall prevail, notwithstanding that such Policy is issued by the OICL at a later point in time.
- s. The rule of construction, if any, that an agreement should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply to this SLA.

1.3. Relations between the Parties:

“Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between The OICL and The TPA. The TPA, subject to this contract, has complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder”.

1.4. Language:

This Agreement has been executed in the language English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.5. Headings

The headings shall not limit, alter or affect the meaning of this Agreement.

1.6. Notices:

1.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address given in the proposal document for issue of proposal document.

1.6.2. Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of telexes, 24 hours following confirmed transmission;
- (c) In the case of telegrams, 24 hours following confirmed transmission; and

(d) In the case of facsimiles, 24 hours following confirmed transmission.

1.6.3. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in General Condition.

1.7. Location:

The Services shall be performed at such locations are specified and, subsequently added if any by the Government of Kerala.

1.8. Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by The OICL or The TPA may be taken or executed by the authorized representative specified in the bid document.

1.9. Taxes and Duties:

The TPA and their personnel (domestic personnel and foreign personnel) shall pay the taxes, custom duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Contract and The OICL shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2. Commencement, Completion, Modification & Termination of Agreement:

2.1. Termination of Contract for Failure to Become Effective if this Agreement has not become effective within three months or such other time period as the party may agree in writing after date of the Agreement signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Agreement to be null and void, and in the event of such declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.2. Commencement of Services:

The TPA shall begin carrying out the Services with effect from signing of this Agreement.

2.3. Expiration of Contract:

Unless terminated earlier pursuant to Clause 2.8 hereof, this Agreement shall expire when services have been completed and confirmed by The OICL by issuing completion certificate at the end of period of contract or such other time period as the parties may agree in writing.

At the discretion of The OICL without assigning any reasons of whatsoever, the assignment may foreclose at any stage. In case of foreclosure, pro rata payment due up to the period the contract was in force. shall be made for the completed services as agreed mutually. The TPA agrees and acknowledges that it does not reserve any right to claim compensation of whatsoever nature for foreclosure of contract by The OICL.

2.4. Entire Agreements:

This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5. Modification:

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 7.2 however, each Party shall give due consideration to any proposals for modification made by the other Party.

Any addition or modification to the Services shall be carried out by way of an addendum to this Agreement and as mutually agreed between the parties.

2.6. Force Majeure:

2.6.1. Definition:

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2. No Breach of Contract:

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.6.3. Measures to be taken:

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4. Extension of Time:

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5. Payments:

During the period of their inability to perform the Services as a result of an event of Force Majeure, the TPA shall not be entitled to be reimbursed for any additional costs.

2.6.6. Consultation:

Not later than thirty (30) days after the TPA, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7. Suspension:

The OICL may, with written notice of suspension to The TPA, suspend all payments to The TPA hereunder if The TPA fails to perform any of their obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request The TPA to remedy such failure within a period not exceeding fifteen (15) days after receipt by The TPA of such notice of suspension.

2.8. Termination:

2.8.1. By The OICL:

The OICL may, by not less than thirty (30) days written notice of termination to the TPA for the occurrence of any of the events specified hereunder of this **Clause 2.8.1** terminate this Agreement.

(a) If The TPA fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the OICL may have subsequently approved in writing:

(b) If The TPA becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the TPA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 8** hereof;
- (d) If the TPA submits to The OICL a statement which has material effect on the rights, obligations or interests of The OICL and which the TPA know to be false.
- (e) If, as a result of Force Majeure, the TPA are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If the OICL, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- (g) If the TPA, in the judgment of The OICL, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- (h) If the TPA is found to have appointed a sub-agency to perform all or any part of his Service.
- (i) If by the assessment of The OICL, the TPA is found to be deficient in the delivery of service of any component, partly or wholly.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Agreement execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Agreement to the detriment of The OICL and includes collusive practice among The TPA (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the OICL of the benefits of free and open competition.

In case the Agreement is terminated, the balance amount of advance fee if, any, paid earlier shall be paid back by The TPA to The OICL within thirty days of the termination letter, failing which the same shall be recovered by en-cashing the existing Security Deposit submitted by TPA.

2.8.2. Cessation of Rights and Obligations:

Upon termination of this Agreement pursuant to Clause 2.1 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except;

- i) Such rights and obligations as may have accrued on the date of termination or expiration;
- ii) The obligation of confidentiality set forth in Clause General Condition 3.3 hereof;
- iii) Any right which a Party may have under the Applicable Law.

2.8.3. Cessation of Services:

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 hereof, The TPA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by

the TPA and equipment and materials furnished by The OICL , The TPA shall proceed as provided by Clause 3.9 and 3.10 hereof.

2.8.4. Payment upon Termination:

Upon termination of this Agreement pursuant to Clauses 2.8.1 hereof, The OICL shall make the payments to The TPA provided after offsetting against these payments any amount that may be due from The TPA:

- i) Service charges pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- ii) Except in the case of termination pursuant to paragraphs (a) through (g) of Clause 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement.
- iii) If the OICL terminates the Service Level Agreement in accordance with Clause 2.8.1 then the TPA shall be liable to repay the service charges received by it on pro-rata basis and take other measures upon such termination, in accordance with the provisions of the Service Level Agreement, including liability to pay penal charges, if any, levied by the OICL.

2.8.5. Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause General Condition 12 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the TPA:

3.1. General:

3.1.1. Standard of Performance:

The TPA shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The TPA shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to The OICL, and shall at all times support and safeguard The OICL's legitimate interest in any dealings with Third Parties.

3.1.2. Law Governing Services:

The TPA shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Personnel and agents of the TPA comply with the Applicable Law. The OICL shall advise the TPA in writing of relevant local customs and the TPA shall, after such notifications respect such customs.

3.2. Conflict of Interests:

3.2.1. The TPA not to Benefit from Commissions, Discounts etc.

The service charges of The TPA pursuant to Clause 6 hereof shall constitute The TPA sole remuneration in connection with this Contract or the Services and, The TPA shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and The TPA shall use their best efforts to ensure that their Personnel or their agents, similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of the OICL:

If The TPA as part of the Services, have the responsibility of advising the OICL on the procurement of goods, works or services, The TPA shall comply with any applicable procurement guidelines of the OICL and shall at all times exercise such responsibility in the best interest of The OICL . Any discounts or commissions obtained by The TPA in the exercise of such procurement responsibility shall be for the account of The OICL.

3.2.3. Prohibition of Conflicting Activities:

Neither The TPA nor the Personnel appointed by The TPA shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities objectionable to The OICL.

3.3. Confidentiality and Data Protection:

Each party shall maintain in confidence all information they have been identified as ‘Confidential’ and disclosed to the other party including but not limited to information related to the other party’s trade secrets, know-how/technical data, research, products, software services, development, inventions, processes, techniques, strategies, internal procedures, employees and business opportunities, beneficiaries either present or prospective and Protected Health Information (‘Confidential Information’). Further each party shall not divulge to a third party any Confidential Information obtained by it in the course of its execution of its work or use such information for any purpose whatsoever save as may be strictly necessary for the performance of the obligation under this Agreement.

In any case System must comply with Reasonable Security Practices for PHI as specified in Section 43A of Indian I.T. Act, 2000 so as to avoid legal liabilities in the cases confidentiality violation resulting in I.T. Act, 2000 compensation claims against TPA. Special Techno-Legal Audit and Cyber Law Compliance Audit Report shall be submitted by a TPA to the OICL so as to comply with aforesaid provisions of due diligence as per Indian I.T.Act,2000.

TPA will treat all non-public, especially health, treatment and payment related information as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement.

All the beneficiary and transaction data generated through the scheme shall be kept securely by the TPA and will not be shared with any other agency than the ones defined in the agreement.

TPA shall be responsible to ensure that contractual duty of the OICL under the policy contract regarding confidentiality and data protection with the Government of Kerala is not breached. In case of any penalty/damages imposed by the OICL due to breach of the same, TPA shall be solely responsible for all consequential.

3.4. Liability of the TPA:

Limitation of the TPA's Liability towards the OICL:

(a) Except in case of gross negligence or wilful misconduct on the part of the TPA or on the part of any person or firm acting on behalf of the TPA in carrying out the Services, the TPA, with respect to damage caused by the TPA to the OICL's property, shall be liable to the OICL.

(i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that does not exceeds (A) the total payments for Professional Fees or (B) the proceeds the TPA may be entitled to receive from any insurance maintained by the TPA to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the TPA' liability, if any, for damage to Third Parties caused by the TPA or any person or firm acting on behalf of the TPA in carrying out the Services.

3.5 Insurance to be taken out by The TPA:

The TPA (i) Shall take out and maintain, at their own cost but on terms and conditions approved by the OICL, insurance against the risks, and for the coverage, as mentioned below, and (ii) At the OICL's request, shall provide evidence to The OICL showing that such insurance has been paid.

The risks and the coverage shall be as follows:

(a) Third Party Motor Vehicle Liability Insurance as required under existent Motor Vehicles Act in respect of motor vehicles operated in India by The TPA or their Personnel for the period of Consultancy.

(b) Third Party Liability Insurance with a minimum coverage for Rs. 10.00 lakhs for the period of consultancy.

(c) Workers' Compensation Insurance in respect of the Personnel of The TPA, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(d) Insurance against loss of or damage to:

(i) The TPA' property used in the performance of the Services,

(ii) Any documents prepared by The TPA in the performance of the Services.

For fire, burglary, theft, accidental damages, breakdown coverage, RSMD, STFI etc. perils.

(e) Professional Liability policy

3.6. Accounting, Inspection and Auditing:

The TPA shall follow standard accounting practices for maintaining their accounts and shall permit the nominated or authorised representatives of The OICL to inspect The TPA's account and records related to the performance of The TPA, if so required by The OICL.

3.7. The TPA's Actions requiring The OICL's prior Approval:

The TPA shall obtain The OICL's prior approval in writing before taking any of the following actions:

- (a) Any action which is likely to affect the interests of The OICL.
- (b) Any other action objectionable to The OICL.

3.8. Reporting Obligations:

The TPA shall submit to The OICL the reports and documents required to be submitted intimated to them in writing by The OICL, in the numbers and within the time periods set forth.

3.9. Documents Prepared by The TPA to be the Property of The OICL:

All plans, drawings, specifications, designs, reports and other documents prepared by The TPA in performing the Services shall become and remain the property of The OICL, and The TPA shall, not later than upon termination or expiration of this Contract, deliver all such documents to The OICL, together with a detailed inventory thereof. The TPA may retain a copy of such documents. The TPA Shall not use these documents for purposes unrelated to this Contract without the prior written approval of The OICL.

3.10. Equipment and Materials Furnished by the OICL:

Equipment and materials made available to The TPA by The OICL, or purchased by The TPA with funds provided by The OICL, shall be the property of The OICL and shall be marked accordingly. Upon termination or expiration of this Contract, The TPA shall make available to The OICL an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with The OICL's instructions. While in possession of such equipment and materials, The TPA, unless otherwise instructed by The OICL in writing, shall insure them in an amount equal to their full replacement value.

3.11 Intellectual Property Rights (IPR):

a. The TPA shall indemnify the OICL against all third-party claims of infringement of IP rights, copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. In the event of any claim asserted by a third party of infringement of IP rights, copyright, patent, trademark or industrial design rights arising from the use of the Goods/Services or any part thereof in India, the TPA shall act expeditiously to extinguish such claim. If the TPA fails to comply and the OICL is required to pay compensation to a third party resulting from such infringement, the TPA shall be responsible for the compensation including all expenses, court costs

and lawyer fees. The OICL will give notice to the TPA of such claim, if it is made, without delay.

b. Application Software being used by TPA for providing the services shall be fully owned by the TPA. All the data generated during the services will be owned by the OICL. TPA has to establish piracy prevention policy and submit the same to the OICL

c. The software licenses supplied by TPA shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the Original Equipment Manufacturer (OEM) at no additional cost to the OICL during the entire period of contract.

d. TPA shall be responsible to ensure that contractual duty of the OICL under the policy contract with regard to IPR with the Government of Kerala is not breached. In case of any penalty/damages imposed by the OICL due to breach of IPR, TPA shall be solely responsible for the consequences.

e. Fraud Management System: The TPA agrees and undertakes that it shall at all times, have a robust, state of art, updated & competitive fraud management system, as envisaged under the Tender Document for Selection of Insurance Company for Implementation of MEDISEP scheme of Government of Kerala.

i) The Scheme shall use an integrated centralized IT platform for detecting outlier behaviour and predictive modelling to identify fraud.

ii) For an indicative (not exhaustive) list of fraud triggers that may be automatically and on a real-time basis be tracked by the centralized MEDISEP scheme IT platform. The TPA shall have capacities and track the indicative (not exhaustive) triggers and it can add more triggers to the list.

iii) 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 OICL.

iv) Investigations pursuant to any such alert shall be concluded within 10 days and all final decision related to outcome of the Investigation and consequent penal action, if the fraud is proven, shall vest solely with the OICL.

3.12. Appointment of Sub-Agency:

The bidder may subcontract certain activities related to scope of work of the bidder under this Project. The activities proposed to be subcontracted by the Bidder shall be indicated in the Technical Proposal, with sufficient justification. It is clarified that Bidder shall be the sole responsible party for all activities in the scope of work of the project – sub-contracted or otherwise, and will be held liable by the OICL for all aspects of the project. The Back-up and Disaster Recovery services shall be outsourced with the prior approval of the OICL.

4. TPA' Personnel:

4.1. General:

The TPA shall engage and provide services of required qualified and experienced Personnel.

4.2. Description of Personnel:

(a) The TPA shall recruit or employ adequate, experienced and qualified personnel exclusively for the purpose of implementation of the MEDISEP scheme as per the guidelines given in the Tender

Document for selection of Insurance Company for the implementation of MEDISEP scheme of GoK. The actual list of personnel marked for deployment, confirming their titles, job descriptions, qualification and estimated periods of engagement has to be submitted to The OICL within 7 days and get approved before the commencement of Service.

(b) If required to comply with the provisions of Clause 3.1.1 of this Agreement, adjustments with respect to the estimated periods of engagement of Key Personnel may be made by The TPA by written notice to The OICL, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger. Any other such adjustments shall only be made with The OICL's written approval.

(c) "Key Personnel" are State Nodal Officers, those who will be individually in-charge of Pre-Authorization, Claims Processing, Network Hospital Management and Medical Audit, IT and MIS. Key Personnel should have the following minimum qualifications:

Key Personnel -	Minimum Qualification & Experience
Project Manager -	Post-graduation in health & allied discipline with a Degree in Management and minimum experience of seven years of handling similar projects is mandatory.
Pre-authorization Officer -	MBBS, with prior experience in handling preauthorization/claims.
Claim Processing Officer -	MBBS with prior experience in handling preauthorization/claims.
Medical Audit Officer	-Post-graduate (MD/MS)
IT Support & Enrolment Officer -	Post Graduate in Computer Science/IT/Electronics with a minimum of 4 years' work experience in development of applications and database.

4.3.. Working Hours, Overtime, Leave, etc.: The TPA Service Fees shall be deemed to cover all the expenditure incurred in leaves, overtime pays, home travel etc. The TPA shall ensure that absence for personnel for leave purposes will not delay the progress and adequate supervision of the Services.

4.4. Removal and/or Replacement of Personnel:

(a) Except as The OICL may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the TPA, it becomes necessary to replace any of the Personnel, the TPA shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total key personnel .

(b) If the OICL

(i) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or

(ii) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the TPA shall, at the OICL's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the OICL.

(c) In case of any of the Personnel provided as a replacement under Clauses (a) and (b) above, the TPA shall bear all additional travel and other costs, or any costs arising out of or incidental to any such removal and/or replacement. Also, the TPA shall bear any additional cost arising due to misconduct of the personnel.

4.5 Head Office and District Offices:

The TPA shall establish the Head Office with adequate, qualified and experienced staff and infrastructure at Thiruvananthapuram, which shall form the official address for all communication and transaction with regard to the performance of the services of the TPA. The TPA shall ensure that at all times during the performance of the Services a Project Manager, acceptable to the OICL, shall take charge of the performance of such Services.

The TPA shall also establish Offices in each district headquarters with adequate, qualified and experienced staff and infrastructure as per the requirement of Tender Document for Selection of Insurance Company for the implementation of MEDISEP scheme of Government of Kerala.

4.6 Non-Disclosure Agreement:

Every person appointed by TPA shall sign separate Non-Disclosure Agreement with TPA so as to comply with reasonable security requirements as per provisions of Information Technology Act, 2000.

5. Payments to the Agency:

5.1. Service Charges:

a) The OICL will pay the Service Charges to the TPA directly in 5 (five) instalments which shall be payable as under:

- The first instalment of TPA fees will be 25% of the annual fees payable,
- The second instalment of TPA fees will be 25% of the annual fees payable, only after receipt of second instalment of premium of State.
- The third instalment of TPA fees will be 25% of the annual fees payable, only after receipt of third instalment of premium of State.
- The fourth instalment of TPA fees will be 15% of the annual fees payable, only after receipt of fourth instalment of premium of State

- Remaining 10% of the TPA fees shall be paid at the expiry of the policy on satisfactory performance

b) For Additional Services if any ordered by the OICL in writing at rates and prices as agreed mutually.

5.2.1 Currencies of Payment:

All payments by the OICL under this Agreement will be made only in Indian Rupees.

5.2.2 Mode of Billing and Payment:

- The first instalment of TPA fees – TPA fees bill to be raised at the end of the month of commencement of policy period.
- The second instalment of TPA fees - TPA fees bill to be raised after receipt of second instalment of premium
- The third instalment of TPA fees - TPA fees bill to be raised after receipt of third instalment of premium
- The fourth instalment of TPA fees - TPA fees bill to be raised after receipt of fourth instalment of premium
- Remaining 10% of the TPA fees - TPA fees bill to be raised at the expiry of the policy period and after receipt of NOC

The OICL after confirming the veracity of the bill submitted and that the quality of the services provided by the TPA has been satisfactory, will make the payment to the TPA, not later than 21 (twenty one) working days from the date of submission of the bill.

5.3. Penalty for not executing the work or for delay in execution:

a. If the OICL realises directly, or through an agency (third party) appointed by the OICL for the purpose of evaluating the service, that the TPA has not completed all or any or any part of its work described in Scope of work, during the contract period; the payment to the TPA shall be restricted to the amount proportionate to the quantum of work performed under that component. In addition the TPA shall be liable to pay a penalty equivalent to maximum of 20% (twenty percent) of the Service charges for that component.

b. In case of delay of execution of work, the TPA shall be liable to pay a penalty as decided by The OICL.

c. Any Penalty/Interest/damages imposed by the State Nodal Cell/Government of Kerala on OICL due to non-performance or breach of terms and conditions as per the guidelines given in the Tender Document for Selection of Insurance Company for Implementation of MEDISEP scheme of Government of Kerala, will be sole responsibility of the TPA and it will be levied on TPA.

5.4. Security Deposit:

- a. The TPA shall, for due and punctual performance of its obligations relating to the Scheme, deliver to the OICL, on the same day with the execution of this Agreement, a Security Deposit of Rs. 5.00 lakhs for as interest free Security Deposit (SD) money.
- b. In the event, the empanelled TPA do not undertake the job or breach the contract as specified, the security money would be forfeited. If the TPA does not perform as the given criteria, the security deposit would be forfeited.
- c. The Performance Security shall be kept valid for the contract period and one month thereafter or till the time NOC is received from the State Government.
- d. The SD shall be in the form of a crossed demand draft / banker's cheque drawn in favour of The OICL, on any scheduled bank, payable at Cochin.

6. Fairness and Good Faith:

6.1. Good Faith:

The Parties undertake to act in good faith with respect to each other's right under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

6.2. Operation of the Agreement:

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

7. Settlement of Disputes:

7.1. Amicable Settlement:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

7.2. Dispute Settlement:

Disputes shall be settled by arbitration in accordance with the following provisions:

The parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the parties cannot resolve any such dispute then disputes shall be referred to the award of two arbitrators (one to be nominated by the "TPA" and one by "The OICL" or in case of said arbitrators not agreeing, then to the award of an Umpire

to be appointed by the said arbitrators) in writing before proceeding on the reference. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be final and binding on all parties to the Agreement and the provision of the Arbitration and Conciliation Act, 1996 and the rules hereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Agreement. The joint Arbitrators/ Umpire may from time to time with the consent of parties enlarge the time for making and publishing the award. The joint Arbitrators/ Umpire will be bound to give claim-wise detailed and speaking award and it should be supported by reasoning.

Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties after completion of the work.

While invoking arbitration, the TPA shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

The proceedings of arbitration shall be conducted in the English language and the arbitration shall be held in Cochin, Kerala, India.

If the TPA does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the OICL that final bill is ready for payment, the claim of TPA shall be deemed to have been waived and absolutely barred and the OICL shall be discharged and absolved of all liabilities under the Agreement.

7.3. Arbitrator's fee:

If any fees are payable to the Arbitrator these shall be paid equally by both parties.

7.4 Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach carried out by either TPA itself or its employees. Both the parties agree the jurisdiction of Adjudicating Authority, Kerala state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) shall be final in case of any cyber contraventions, security and confidentiality breaches.

All the service related work and financial obligation entrusted to OICL by virtue of tender documents issued by Government of Kerala and MOU signed between GoK and OICL and any other further instructions/ amendments shall have to be borne by TPA including but not limited to Enrolment of MEDISEP 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.

8. OVERVIEW OF THE SCHEME:

8.1 The name of the scheme is “Medical Insurance Scheme For State Employees And Pensioners(MEDISEP)”. The scope of the scheme shall be to provide coverage for the eligible expenses incurred by the beneficiary for the listed procedures under the Basic Benefit Package including day care packages and Additional Package which includes transplant/catastrophic procedures listed as Annexure-II in the tender document. The benefit package coverage includes the cost of medicines, procedures, doctor and attendant fees, room charges, diagnostic charges, implant charges, dietary charges availed from empanelled hospitals. The scheme will provide cashless facility for the enlisted procedures and will cover all pre-existing diseases. The coverage is restricted only to the empanelled public and private hospitals under the scheme. However, the coverage of the medical assistance under the scheme shall also be extended in respect of accident /emergency cases where the patient is treated for approved treatment / surgery undergone in empanelled hospitals. In such cases, treatment cost shall be reimbursed to beneficiary based on the approved rates/package of the scheme.

The scheme has been defined in detail in the tender documents dated 21/01/2021 issued by the GoK, the corrigendums issued thereafter .

8.2 MEDISEP Beneficiaries and Beneficiary Family Unit

- i) All serving employees of State Government including teaching and non-teaching staff of Aided Schools and Colleges by remitting prescribed premium. In addition to the above mentioned categories, employees of the universities which receive Grant-in Aid from the State Government and Local Self Government Institutions and the directly recruited personal staff of the Chief Minister, Ministers, Leader of Opposition and Chief Whip, Speaker, Deputy Speaker and the Chairmen of the Financial Committees shall also be considered as beneficiary for this scheme.
- ii) Newly appointed employees who joined service during the policy period of three years shall join the scheme by remitting the premium from the month of joining and can avail Rupees One Lakh Fifty Thousand per annum as Basic Sum Insured. Newly joined employees may get enrolled either by paying full year premium for that year and avail the benefit package in total or join the scheme in subsequent year. If they join from second year, the block period Sum insured (SI) available would be only Six Lakhs and so on.
- iii) Part time Contingent employees/pensioners and part time teachers/pensioners subject to remittance of prescribed premium. The part-time contingent pensioners/family pensioners and Ex-

gratia Pensioners/family pensioners should execute an authorisation for deducting the prescribed monthly premium from their monthly pension.

- iv) In addition to the abovementioned categories, all service pensioners including teaching and non-teaching staff of aided schools and colleges., pensioners of the universities which receive Grant-in-Aid from the State Government and Local Self Government Institutions and the directly recruited personal staff pensioners/family pensioners shall also be considered as beneficiary for this scheme.

8.3 Risk Covers and Sum Insured:

8.3.1 Benefit Package

The scheme envisages cashless treatment facility to beneficiaries through a network of empanelled hospitals for the benefit package given below.

- Basic Benefit Package - All expenses (as per package costs specified) incurred in course of medical treatment availed by the beneficiaries in empanelled hospitals (24 hours admission clause) for the medical, surgical and day care procedures as enlisted in tender document.
- Additional Benefit Package: The Insurance coverage given over and above the basic coverage for catastrophic illnesses specified enlisted in tender document.
- Coverage of Pre-existing diseases: All diseases under the Scheme shall be covered from day one and there shall not be any waiting period.
- Pre & Post hospitalization benefit: Benefits up to 15 days Pre-Hospitalization & up to 15 days Post Hospitalization respectively which would cover all expenses related to treatment of the sickness for which hospitalization was done. The beneficiary shall avail this benefit on cashless basis in empanelled hospitals.
- New-born child/children to an insured mother would be covered from day one up to the expiry of the current policy plan period. However, next year the child/children could be covered as a regular member of the family. All Congenital diseases of new born child/children shall be covered under the scheme.
- The insurance coverage shall start from day one and continue till the expiry of the policy plan period.
- 'Unspecified Procedures' should be covered under Basic Benefit package based on the pre-authorization process initiated by insurance company and authority, which will be limited to Rs.1.5 lakhs per annum during the block period of three years. New diseases like COVID-19 will also be covered based on the regulatory provisions issued by IRDAI from time to time.

8.3.2 Sum Insured

- Basic benefit package list mentioned in Annexure 1 of tender document in which medical, surgical and day care procedures will be covered up to a sum of Rs. 3 lakhs per annum for a block period of three years. Out of the annual coverage of three lakhs, Rs.1.5 lakhs are fixed in nature and Rs.1.5 lakhs can be availed on a floater basis each year. The first component of Rs.1.5 lakhs is fixed for each year and will lapse at the end of each year. The floater component, if not exhausted, can be carried over to the subsequent years of the policy.
- Additional Package Coverage: In addition to the Basic Benefit Package coverage mentioned above, all procedures mentioned in the Annexure 2 of the tender document will be covered by the policy.
- Corpus fund for Catastrophic illnesses: An additional sum of not less than Rs. 35 crore for three years shall be provided by the Insurer as a corpus fund for providing coverage to Additional Packages enlisted in the tender document.

8.3.3 Benefit Package Rates

The costing of the basic benefit package includes three components (1) Procedure Cost (2) Implant Cost if any (3) Room charges

1. Procedure Charges- The first component of the package cost includes procedure costs which would include all cost components related to medical consultation and treatment. The procedure charges include pre hospitalization expenses, medicine and consumables, diagnostic and laboratory investigations, procedures including surgeries if any, doctor, and nursing charges, discharge medicines and post hospitalization review if required. The procedure costs will thus follow the approach of a 'bundled rates' covering all input cost related to conducting the surgical procedures and managing the medical conditions.

2. Implant Cost- Certain procedures require single or multiple implants, the cost of which is variable. Hence the implant cost is separate from the procedure costs, wherever it is applicable. In such cases, the price of Implant / High-End Consumable will be added over and above the procedure price based on either the actual usage or the maximum capping of Implant / High-End Consumable defined (whichever is less). The cost of the implants will be based on the maximum ceiling price fixed by the National

Pharmaceutical Authority of India (NPPA). The implant list and costs suggested by the National Health Authority can be considered as the reference point for MEDISEP.

3. Room Charges – The third component of the package cost is room charges and the following room charges as applicable.

For General Ward up to Rs.1000; For Semiprivate Ward up to Rs.1500 and Private Ward up to Rs 2000. As all the procedures require a preauthorization process, the average length of stay for all procedures have to be fixed, and accordingly the total charges would be calculated. Any charge over and above the ceiling rates prescribed would have to be borne by the patient. In case, a hospital has room rent less than the patient's eligibility, then only the actual rates applicable for each category room should be claimed from that hospital. The room charge details are given in Annexure-3 of tender document. However where the hospital stay gets prolonged on account of medical/ surgical complications, the attendant treatment charges will also get covered and additional amount cannot be charged from the beneficiary.

The final package cost of any procedure enlisted in the Annexure-1of tender document will be inclusive of the above three components. For calculating the final package cost, three components are to be included.

The costing of the catastrophic package list specified in the tender document is inclusive of all the four components i.e. Procedure Charges; Implant Costs; Room Charges and Investigation costs. All the packages will have a single package rate and any additional expense above the ceiling rates will have to borne by the beneficiary. This is irrespective of the number of days of hospital stay of the patient and the attendant medical or surgical complications will also get covered in the package and additional amount cannot be charged from the beneficiary.

8.4. Empanelment of Health Care Providers

The following are the general guidelines which shall be used by the TPA for empaneling the network hospitals for MEDISEP. The empanelled provider network for MEDISEP will include public and private hospitals which will be empanelled by the TPA. All the secondary and tertiary public hospitals will be empanelled as providers of the scheme through the Department of Health. The TPA will have to also empanel the super speciality institutions which includes Regional Cancer Center (RCC), Malabar Cancer Center (MCC), Cochin Cancer Center (CCC) and Sree Chitra Thirunal Institute of Medical Sciences and Technology (SCTIMST), and the package rates of accredited institutions will be applicable to the treatments undergone by the beneficiaries in the above listed super speciality institution.

The TPA shall empanel private hospitals as network hospitals fulfilling the required infrastructure and human resources criteria laid down for as part of the empanelment process. The network hospitals shall also agree to the package rates of the scheme for the procedures of various specialities under MEDISEP. Based on the clinical specialities, private hospitals will be divided into three categories

- (1) Category -1 General Purpose Hospitals: These are hospitals having 25 or more beds with the following specialities: General Medicine, General Surgery, Obstetrics and Gynaecology, Paediatrics, Orthopaedics, ENT, Dermatology ICU and Critical Care units.
- (2) Category- 2 Speciality and Super Speciality Hospitals. Hospitals having 50 or more beds can be empanelled as a specialty hospital, provided they have at least 10 beds earmarked for the speciality. The specialities include Cardiology, Cardiovascular and Cardiothoracic surgery, Genito Urinary Surgery, Gastroenterology, Ophthalmology, Pulmonology, Poly Trauma & Critical Care, Plastic Surgery, Neurosurgery, Neurology, Paediatric Surgery, Nephrology, Rheumatology, Endocrinology etc. In this category, the TPA can also empanel single-specialty hospitals with a minimum bed strength of 20 beds (Example: Ophthalmology, Gastroenterology etc). In addition to this, if the TPA is empanelling only specific departments in a super specialty hospital, they should ensure that all services related to that department are provided as per the contract.
- (3) Category-3: Hospitals for Transplant Surgery: Hospitals with experience in conducting transplant surgeries (Kidney, Liver, Heart Transplant)

The TPA shall ensure the availability of a minimum of five hospitals in category one (excluding government hospitals) in each district of the state and the availability of a minimum 25 network hospitals (excluding government hospitals) in the areas under each cluster of districts indicated below.

In category 2, (excluding government hospitals) the TPA should ensure a minimum of five hospitals for each speciality group of the benefit package in each cluster. In category 3, (excluding government hospitals) the TPA shall ensure a minimum of two hospitals for transplant surgeries mentioned in additional benefit package in each cluster.

The TPA can empanel all specialities or a group of specialities depending on availability of each specialities in a network hospital. If the TPA is empanelling specific departments in a super specialty hospital, they should ensure that all services related to that department are provided as per the contract. To illustrate, if the TPA is empanelling the Oncology Department of a hospital, then the hospital will have to provide medical, surgical, and radiation oncology services. Along with this, the hospital also needs to ensure treatment for any comorbidity while the patient is admitted to that facility.

The TPA is bound to ensure empanelment of at least two hospitals having full accreditation of NABH in the cities of Kozhikode, Ernakulam, and Thiruvananthapuram for all specialities available at such health

care providers.

A network hospital can be empanelled for all three categories or for any one of the three categories specified above.

Cluster-1 (Northern Districts): Kasaragod, Kannur, Wayanad, Kozhikode, Malappuram, Palakkad.

Cluster-2 (Central Districts): Thrissur, Ernakulam, Kottayam, Idukki,

Cluster-3 (Southern Districts): Alappuzha, Pathanamthitta, Kollam, Thiruvananthapuram.

If any district or cluster does not have the number of hospitals as specified above, the TPA can seek specific exemption for that district or cluster and the same will be considered by the OICL after verification of the available qualified hospitals in that district or cluster.

In addition to this, the TPA shall ensure the empanelment of a minimum one of each network hospitals situated in Mangalore, Coimbatore, Mumbai, Chennai and Delhi.. In addition, the TPA may empanel additional hospitals outside the state.

The TPA shall consider the list of hospitals which are part of the medical reimbursement scheme of Government of Kerala and empanelled hospitals under CGHS or other central/state insurance schemes in Kerala, while conducting the empanelment process for MEDISEP.

Notwithstanding above, the clustering of hospitals as mentioned above shall not restrict the choice of the insured to seek treatment in hospitals outside the cluster which belongs to his/her residence.

The benefit package rates for empanelled providers will be classified based on the quality accreditation/certification of hospitals as recommended by the expert committee on revision of procedures and costing. Based on the quality certification, empanelled hospitals will be classified into three (a) Normal rate for hospitals without any quality certification, (b) Base rate i.e. 5% incentive for the hospitals which have NABH/NQAS entry-level certification and (c) Accredited Rate i.e. 10% rate (from the base rates applicable to NABH entry-level hospitals) for hospitals having NABH/NQAS full certification. The incentive will apply only to the procedure cost of the package and not to other items like implant cost, room charges, etc. The base package rates of MEDISEP would be the rates that apply to the NABH entry level hospital.

Table: Minimum Requirement of Network Hospitals in Each Cluster

	Number of Hospitals		
Type of Hospitals	Cluster 1	Cluster 2	Cluster 3
Category 1	25	25	25

Category 2			
Cardiology	5	5	5
Cardiovascular & Cardiothorasic surgery	5	5	5
Neurology	5	5	5
Neurosurgery	5	5	5
Genito Urinary Surgery	5	5	5
Oncology	5	5	5
Poly Trauma & Critical Care,	5	5	5
Pediatric Surgery	5	5	5
Nephrology	5	5	5
Rheumatology,	5	5	5
Gastroenterology	5	5	5
Endocrinology	5	5	5
Cardiothoracic surgery	5	5	5
Plastic Surgery	5	5	5
Ophthalmology	5	5	5
Pulmonology	5	5	5
Category 3	2	2	2

A. General Criteria for Infrastructure and Manpower

1. At least one in-house surgeon and or in-house physician (MD) shall be available for empanelment of surgical and medical specialities respectively.
2. All the doctors working in the hospitals whether full time or part-time should be registered under Travancore Cochin Medical Council.
3. The hospital should have at least minimum of 3 MBBS doctors as duty doctors, for bed strength of 50 and above. The doctors mentioned above may also act as duty doctors.
4. Round- the-clock, availability of Duty Doctors & Paramedical staff
5. Casualty should be equipped with Monitors, Defibrillator, Crash Cart, Resuscitation equipment, Oxygen and Suction facility and with attached toilet facility.
6. Fully equipped Operation Theatre along with required equipments as mentioned in the specific requirements for each Speciality.
7. Post-operative ward with adequate number of Monitors, Ventilators and other required facilities.
8. ICU facility with Monitors, Ventilators, Oxygen facility, Suction facility, Defibrillator, and required other facilities & requisite staff.
9. Separate male and female wards with toilet and other basic amenities.
10. Round-the-clock advanced diagnostic facilities either 'In-House' or with 'tie-up' with a nearby Diagnostic Centre.
11. Round-the-clock Blood Bank facilities either 'In-House' or with 'Tie-up' with a nearby Blood Bank.
12. Round-the-clock own Ambulance facilities.
13. Records Maintenance: Maintain complete records as required on day-to-day basis and can provide necessary records of hospital / patients to the Society/TPA or his representative as and when required.
14. 24 Hrs In-house pharmacy
15. Bio Medical waste management facility available.
16. The TPA shall empanel the specific specialities in the hospital after inspection of human resources and infrastructure availability of each speciality. The TPA shall use existing guidelines of CGHS or other state or other state health insurance schemes for verification and empanelment
17. The empanelment procedure should be completed within 30 days of acceptance of notice of award

8.5. Agreement with Empanelled Health Care Providers

- a. Once a health care provider is found to be eligible for empanelment ,then OICL and TPA shall enter into a tripartite Provider Service Agreement with such health care provider to provide the medical treatments, surgical procedures, day care treatments (as applicable), and follow-up care for which such health care provider meets the infrastructure and personnel requirements.
- b. This Provider Service Agreement shall be a tripartite agreement where the OICL shall be the third party.
- c. The Agreement of an EHCP shall continue for a period as per duration of at least 3 years from the date of the execution of the tripartite Provider Services Agreement, unless the EHCP is de-empanelled in accordance with De-empanelment guidelines.
- d. The TPA agrees that neither it nor its outsourced agency will enter into any understanding with the EHCP that are in contradiction to or that deviates from or breaches the terms of the Insurance Contract between the State Government and OICL or tripartite Provider Service Agreement with the EHCP.
- e. If the TPA or its outsourced agency or any if its representatives violates the provisions of Clause 8.6.(d). above, it shall be deemed as a material breach and the /OICL shall have the right to initiate appropriate action against the TPA or the EHCP or both.
- f. As a part of the Agreement, the TPA shall ensure that each EHCP has within its premises the required infrastructure and manpower as per MEDISEP guidelines.

8.6. De-empanelment of Health Care Providers

- a. The TPA with prior consent of OICL shall suspend or de-empanel an EHCP ,
- b. 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-authorized or are legitimately due before the effectiveness of such suspension or de-empanelment as if such de-empanelled EHCP continues to be an EHCP.

8.7 Cashless Access of Services

- a. MEDISEP beneficiaries shall be provided treatment free of cost for all such ailments covered under the Scheme within the limits/ sub-limits and sum insured, i.e., not specifically excluded under the Scheme.
- b. The TPA shall ensure to reimburse EHCP as per the approved package cost specified in this Document/ amended by OICL time to time agreed for specified packages or as pre-authorized amount in case of unspecified packages.
- c. The TPA shall provide each EHCP with an operating manual describing in detail the verification, pre-authorization and claims procedures within 7 days of signing of agreement.

8.8. Pre-authorization of Procedures

The TPA should establish a comprehensive process flow and mechanisms regarding pre-authorization and claims settlement of procedures under the scheme. The process of pre-authorization should be done electronically through e-preauthorization mode. The TPA shall appoint enough number of medical auditors for scrutinizing the said process. The pre-

authorization must be done round the clock and the process would be monitored by the State Nodal Cell. The TPA shall ensure that in all cases pre-authorisation request related decisions are communicated to the EHCP within 12 working hours for all normal cases and within one working hour for emergencies. If there is no response from the Insurer within 12 working hours of an EHCP filing the pre-authorisation request, the request of the EHCP shall be deemed to be automatically authorised. A provision for emergency intimation and approval should also be established subject to proper approval later.

8.9. Claims Adjudication

8.9.1 Claim Payments and Turn-around Time

The TPA shall comply with the timelines specified in the tender documents. Claim procedure in respect of a Health Insurance Policy stipulated as per Protection of Policy Holders' Interests Regulations 2017 (Clause 16) of IRDAI, will be applicable.

The empanelled Hospital shall be reimbursed the cost of treatment as per agreed MEDISEP package rates with hospitals. The claims of the empanelled hospitals shall be settled within 15 working days of receipt of the complete documents along with the discharge summary of the patient. Decision about acceptance or rejection of any Claim received from an Empanelled Health Care Provider should be communicated immediately and if any claim is found untenable reason for the same shall be communicated to the EHCP and a copy of the same should be marked to OICL, State Nodal Cell and Beneficiary

8.9.2 Grievance Redressal

In case of claim rejection, the EHCP can send reconsideration request to Insurance Company and if still not resolved Empanelled Health Care Provider can approach relevant Grievance Redressal Committee against such decision. For further details please refer the Grievance Redressal Mechanism mentioned in the Tender Document issued by the State Government.

8.9.3 No Contributions

a. The TPA agrees that any Beneficiary Family Unit or any of the Beneficiaries or any other third party shall be entitled to obtain additional health insurance or any other insurance cover of any nature whatsoever, including in relation to the benefits provided under the Insurance Contract and a Policy, either individually or on a family floater cover basis.

b. Notwithstanding that such Beneficiary Family Unit or any of the Beneficiaries or any third party acting on their behalf effect additional health insurance or any other insurance cover of any nature whatsoever, the TPA agrees that:

(i) its liability to make a Claim Payment shall not be waived or discharged in part or in full based on a rateable or any other proportion of the expenses incurred and that are covered by the benefits under the Covers;

(ii) it shall be required to make the full Claim Payment in respect of the benefits provided under the Insurance Contract and the relevant Policy; and

(iii) if the total expenses incurred by the Beneficiary exceeds the available Sum Insured under the Covers, then the TPA shall make payment to the extent of the available Sum Insured in respect of the benefits provided under the Insurance Contract and the relevant Policy and the other insurers

shall pay for any excess expenses not covered.

8.10. No Duty of Disclosure

a. The TPA hereby acknowledges that it does not rely on and has not been induced to enter into SLA on the basis of any statements, warranties, representations, covenants, undertakings, indemnities or other statements whatsoever and acknowledges that none of the OICL or any of its agents, officers, employees or advisors or any of the enrolled Beneficiary Family Units have given or will give any such warranties, representations, covenants, undertakings, indemnities or other statements.

b. The TPA represents, warrants and undertakes that it has completed its own due diligence and is relying on its own judgment in assessing the risks and responsibilities that it will be undertaking by entering into this SLA and in providing the services under the contract and in assessing the adequacy of the rates for providing services outlined in the contract.

c. Based on the acknowledgements of the TPA in this Clause, the TPA:

(i) acknowledges and confirms that the OICL has made no and will make no material disclosures to the TPA;

(ii) acknowledges and confirms that the OICL shall not be liable to the TPA for any misrepresentation or untrue, misleading, incomplete or inaccurate statements made by the OICL or any of its agents, officers, employees or advisors at any time, whether made wilfully, negligently, fraudulently or in good faith; and

(iii) hereby releases and waives all rights or entitlements that it has or may have to:
– make any claim for damages and/or declare this SLA declared null and void; or as a result of any untrue or incorrect statements, misrepresentation, miss- description or non-disclosure of any material particulars that affect the TPA's ability to provide the Covers.

8.11. 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, medical audit, field investigation, hospital audit, corrective action etc..

b. The TPA shall have capacities to develop fraud triggers and pursue investigation based on the triggers in a systematic manner.

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 OICL.

d. Investigations pursuant to any such alert shall be concluded within 07 (seven) days and all final decision related to outcome of the Investigation and consequent penal action, if the fraud is proven, shall vest solely with the OICL.

e. The OICL shall take all such decision within the provisions of the MEDISEP Scheme, Anti Fraud Guidelines, Recovery Guidelines and Advisories etc. and be founded on the Principles of Natural Justice and as per applicable laws.

f. The OICL shall on an ongoing basis measure the effectiveness of anti-fraud measures in the Scheme.

g. The TPA shall be responsible for monitoring and controlling the implementation of the MEDISEP scheme in accordance with the guidelines prescribed therein

h. In the event of a fraudulent Claim being made or a false statement or declaration being made or used in support of a fraudulent Claim or any fraudulent means or device being used by any Empanelled Health Care Provider or the TPA or any of the Beneficiaries to obtain any benefits under the Insurance Contract or any Policy issued by the OICL (each a Fraudulent Activity), then the TPA's sole remedies as per the approval of OICL shall be to:

(i) refuse to honour a fraudulent Claim or Claim arising out of Fraudulent Activity or reclaim all benefits paid in respect of a fraudulent Claim or any Fraudulent Activity relating to a Claim from the Empanelled Health Care Provider and/or any entity that has undertaken or participated in a Fraudulent Activity; and/or

(ii) take disciplinary action against the Empanelled Health Care Provider that has made a fraudulent Claim or undertaken or participated in any unethical practices, including but not limited to issuing showcase notice, levying penalties as per provisions or refer for suspension or de-empanelment to the OICL

(iii) terminate the services agreement with the intermediary appointed by the TPA; and/or provided that the TPA keeps the OICL informed of actions taken by it along with details thereof.

(iv) The OICL shall have the right to conduct a random audit of any or all cases in which the TPA has exercised such remedies against an Empanelled Health Care Provider and/or any Beneficiary. If the OICL finds that the TPA has wrongfully de-empanelled an Empanelled Health Care Provider, then the TPA shall be required to reinstate such benefits to such Empanelled Health Care Provider.

i. The TPA hereby releases and waives all rights or entitlements to make any claim for damages and/or have the Insurance Contract or any Policy issued under the Insurance Contract declared null and void; or as a result of any fraudulent Claim by or any Fraudulent Activity of any Empanelled Health Care Provider.

j. TPA shall investigate minimum 20% of claims reported in a Financial Year.

8.12. Project Office and District Offices and Manpower

8.12.1 Project Office at the State Level

The TPA shall establish a Project Office at a convenient place at Thiruvananthapuram for coordination with the OICL on a regular basis within 10 days.

8.12.2 District Offices

a. The TPA shall set up an office in each of the districts of the State of Kerala at the district headquarters of such district (each a District Office) within given timelines.

b. Each District Office shall be responsible for coordinating the TPA's activities at the district level

8.12.3 Organizational Set up and Functions

a. 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 MEDISEP scheme for the performance of its obligations and discharge of its liabilities under the SLA. Detailed list of staff to be provided by TPA :

Minimum Requirement for Tender It may Increase		
Sr.No	Particular	Required No
1	State Head for OIC	1
2	State Head at Project office	1
3	District coordinator	14
4	MIS - OIC	1
5	MIS -Project office	1
7	Grievance officer	3
8	MBBS Doctors	10
9	Expert Doctors(Full time & Part time)	5
10	Project office	1
11	District may ask to set up an office	
12	Medical Auditor - MBBS	4
13	Executive	4
14	Miscellaneous	5
15	Executive having IT Background	2
16	Call Center – 3 executive for day time and 2 night time. One of the executive should be group leader.	5
Total		57

b. In addition to the personnel mentioned above, the TPA shall recruit or employ experienced and qualified personnel for each of the following roles within its organisation exclusively for the purpose of the implementation of the Scheme:

(i) To undertake Information Technology related functions which will include, among other things, collating and sharing claims related data with the OICL and running of the website at the State level and updating data at regular intervals on the website. The website shall have information on MEDISEP in the local language and English with functionality for claims settlement and account information access for the MEDISEP Beneficiaries and the EHCP.

(ii) To implement the grievance redressal mechanism and to participate in the grievance redressal proceedings provided that such persons shall not carry out any other functions simultaneously if such functioning will affect their independence as members of the grievance redressal committees at different levels.

(iii) To coordinate the TPA's State level obligations with the State level administration of the SNC.

c. In addition to the personnel mentioned above, the TPA shall recruit or employ experienced and qualified personnel for each of the following roles within its organisation at the State/district level, exclusively for the purpose of the implementation of the scheme

(i) To undertake the Management Information System (MIS) functions, which include creating the MIS dashboard and collecting, collating and reporting data.

- (ii) To generate reports in formats prescribed by the OICL from time to time or as specified in the Scheme Guidelines, at monthly intervals.
 - (iii) To undertake the Pre-authorisation functions.
 - (iv) To undertake claims settlement for the Empanelled Health Care Providers including the provision of necessary Medical Practitioners to undertake investigation of claims made.
 - (v) To undertake audit and fraud control functions.
 - (vi) To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders analysing the feedback data and recommending appropriate actions.
 - (vii) To coordinate the TPA's district level obligations with the district level administration of the SNC.
- d. The TPA shall not be required to appoint the concerned personnel if it has outsourced any of the roles and functions listed in the above sections to third parties
- e. The TPA shall provide a list of all such appointments and replacement of such personnel to the 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 MEDISEP scheme and the due performance of the TPA's obligations and discharge of the TPA's liabilities under the SLA.
- f. The TPA shall complete the recruitment of such employees within 10 days of the signing of the SLA and in any event, prior to commencement of the Policy Cover Period.
- g. TPA may be required to depute personnel at EHCP as and when advised by SNC/ OICL.

8.13. Other Obligations

8.13.1 TPA's Obligations before start of the policy

The TPA shall mandatorily complete the following activities before the start of policy in the State:

- a. Sign contract with the empanelled hospitals
- b. Ensure that requisite hardware and software is available in the empanelled hospitals
- c. State and district offices as mentioned above are set up and functional
- d. Ensuring that contact details of the District Coordinator of the TPA, and the nodal officer of the other service providers appointed by the TPA are provided to OICL before the commencement of each Policy Cover Period.
- e. The final list of the empanelled hospitals with specialities covered under the Scheme shall be furnished one month before the commencement of the scheme.

8.14. 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 Beneficiaries;
- b. 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; 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 to OICL in the format prescribed by the OICL at that point in time.

8.15. Management Information System

- a. All Management Information System (MIS) shall be on a centralised web-based architecture to be developed by the TPA, for the purposes of the Scheme.
- b. 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.
- c. The TPA shall update the information on the MIS dashboard real time and shall provide the OICL and any number of authorized representatives of the OICL or its advisors/ consultants with access to the various modules on the MIS dashboard.
- d. In addition, the TPA shall submit reports to the OICL regarding health-service usage patterns, Claims data and such other information regarding the delivery of benefits as may be required by the State Government and OICL on a monthly basis.
- e. In addition, the TPA shall be responsible for submitting such other data and information as may be requested by the OICL/SNC and to submit such reports in formats as required by and specified by the SNC and OICL from time to time.
- f. All data generated by the TPA in relation to the implementation and management of the Scheme and/or in performing its obligations under the Insurance Contract shall be the property of the OICL. The TPA undertakes to handover all such information and data to the OICL within 10 days of the expiration or cancellation of the Policy for that State and on the expiration or early termination of the Insurance Contract.
- g. The IT platform developed for the implementation of the scheme will be owned by the Government of Kerala

8.16. Monitoring and Control

8.16.1 Scope of Monitoring

- a. Monitoring under MEDISEP scheme shall include supervision and monitoring of all the activities undertaken by the TPA and ensuring that the TPA fulfils obligation bestowed upon OICL under the Insurance Contract signed with the State Government and all contracts and sub-contracts/ agreements issued by the OICL pursuant to the Insurance Contract with the State Government for implementation of the Scheme.
- b. 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.

8.16.2 Monitoring Activities to be undertaken by the TPA

General Monitoring Obligations

Under the scheme, the TPA shall monitor the entire process of implementation of the Scheme on an ongoing basis to ensure that OICL meets its obligations under the Insurance Contract with the State

Government. 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 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 requirements as per the terms laid down in the tender document.

8.16.3 Audits by the State Nodal Cell and OICL

- a. Audit of the audits undertaken by the TPA: OICL shall have the right to undertake sampled audits of all audits (Medical Audit and Hospital Audit) undertaken by the TPA.
- b. Direct audits: In addition to the audit of the audits undertaken by the TPA, the OICL shall have the right to undertake direct audits on a regular basis conducted either directly by it or through its authorized representatives/ agencies including appointed third parties. Direct audits shall include:

During the claims audit the OICL shall look into the following aspects (indicative, not exhaustive):

- Evidence of rigorous review of claims adjudication.
- Comprehensiveness of claims submissions (documentation) by the EHCPs.
- Number of type of queries raised by the TPA during review of claims – appropriateness of queries.
- Accuracy of claims settlement.

8.16.4 Spot Checks by the OICL

- a. The OICL shall have the right to undertake spot checks of district offices of the TPA and the premises of the EHCP without any prior intimation.
- b. The spot checks shall be random and will be at the sole discretion of the OICL.

8.16.5 Performance Review and Monitoring Meetings

- a. The OICL shall organize fortnightly meetings for the first three months and monthly review meetings thereafter with the TPA. The OICL shall have the right to call for additional review meetings as required to ensure smooth functioning of the Scheme.
- b. Whereas the OICL shall issue the Agenda for the review meeting prior to the meeting while communicating the date of the review meeting, as a general rule the Agenda shall have the following items:
 - i. Review of action taken from the previous review meeting.
 - ii. Review of performance and progress in the last quarter: utilization pattern, claims pattern, etc. This will be done based on the review of reports submitted by the TPA in the quarter under review.
 - iii. Contracts management issue(s), if any.

- iv. Risk review, fraud alerts, action taken of fraud alerts.
- v. Any other item.

c. Apart from the regularly quarterly review meetings, the OICL shall have the right to call for interim review meetings as and when required on specific issues.

8.16.6. Measuring Performance

- a. Performance shall be measured as per timeline and threshold provided in the insurance contract between OICL and GoK.
- b. Indicator performance results shall be reviewed in the quarterly review meetings and reasons for variances, if any, shall be presented by the TPA.
- c. TPA shall pay OICL all penalties imposed by the OICL on the TPA within 10 days of receipt Penalty Notice from OICL.
- d. Penalty Notice shall be shared with TPA.
- e. If the TPA wishes to contest the penalty levied by OICL, it may represent to the OICL along with necessary documentary proof within 7 days of receipt of the notice.
- f. OICL may examine the evidence and facts and arrive at final penalty amount/decision and shall convey the same to TPA within 7 days.
- g. Failure to pay penalty within the timeline will invite penal interest on the penalties.
- h. If the TPA fails to pay Penalty within 90-day period and/ or the default interest thereon, the OICL shall be entitled to recover such amount along with applicable interest, if any, as a debt due from the TPA.
- i. Also, based on the review, the OICL shall have the right to issue rectification orders demanding the performance to be brought up to the levels desired as per the Scheme Guidelines.
- j. Along with monitoring performance, OICL may issue rectification orders to TPA. All such rectifications shall be undertaken by the TPA within 30 days of the date of issue of such Rectification Order unless stated otherwise in such Order(s).
- k. At the end of the rectification period, the TPA shall submit an Action Taken Report with evidences of rectifications done to the OICL.
- l. If the 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 Insurance Contract between the OICL and the TPA.
- m. OICL as policy holder can also approach to IRDAI for necessary action in case the TPA persistently fails to meet contractual obligations.

8.16.7. Penalties

Details of penalties are provided in the tender document issued by the Government.
Any Penalty on the OICL for not servicing the Scheme will be sole responsibility of TPA.

8.17 . Reporting Requirements

- a. The TPA shall submit all reports mandated by the OICL
- b. All reports shall be uploaded by the TPA online on the web portal along with separate email and physical copy.
- c. The OICL shall review all progress reports and provide feedback, if any, to the TPA.

- d. All Audits reports shall be reviewed by the OICL and based on the audit observations, determine remedial actions, wherever required.

8.18. ASSIGNMENT

8.18.1 Assignment by TPA

No Policy and no right, interest or Claim under the SLA or Insurance Contract or Policy or any obligations or liabilities of the TPA arising under the SLA or Insurance Contract or Policy or any sum or sums which may become due or owing to the TPA, may be assigned, transferred, pledged, charged or mortgaged by the TPA.

8.19. Confidentiality of Information and Data Protection

8.19.1 .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 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 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.

“Personal Data” shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and

“Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.

The Term confidential information also mean all non-public, especially health, treatment and payment related information as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement and/or the applicable laws.

All the beneficiary and transaction data generated through the scheme shall be kept securely by the TPA and will not be shared with any other agency than the ones defined and/or specifically permitted in the agreement.

8.19.2. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

If the information is or becomes publicly known and available other than as a result of prior authorized disclosure If the TPA is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the TPA gives prompt written notice of that fact to OICL prior to disclosure so that the OICL may request a protective order or other remedy, the TPA may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

8.19.3. Obligation to Maintain Confidentiality:

TPA agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Contract.

Confidential Information provided by OICL is and will remain the sole and exclusive property of the OICL and will not be disclosed or revealed by TPA except (i) to other employees of the TPA who have a need to know such information and agree to be bound by the terms of this Contract or (ii) with the TPA's express prior written consent.

Upon termination of this Contract, TPA will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the TPA and its employees for this engagement are either returned to the OICL.

TPA shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Contract. The onus to prove that the exclusion is applicable is on the TPA.

As prerequisite to signing of the contract, TPA shall sign Non-Disclosure Agreement and Individual Confidentiality Undertaking

8.20. Intellectual Property Rights

Each party will be the owners of their intellectual property rights (IPR) involved in this project and will not have any right over the IPR of the other party. Both parties agree that for the purpose of fulfilling the conditions under this contract they may allow the other party to only use their IPR for the contract period only. However, after the end of the contract no parties will have any right over the IPR of other party.

OICL shall have a right in perpetuity to use such newly created IPR, which may not be limited to processes, products, specifications, reports, drawings and any other documents produced leveraging any data which it has got access to during the performance and completion of services under this Agreement and for the purposes of inter-alia use of such services under this Agreement. 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.

8.21. Indemnification and Limitation of Liability:

TPA (the "Indemnifying Party") undertakes to indemnify, hold harmless the OICL (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising due to failure to perform its obligations and responsibilities in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.

If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause and breach of Clause

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

.8.22. Relationship

- a. The Parties to the SLA are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.
- b. This SLA shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.
- c. The engagement of any intermediaries or service providers by the TPA shall not in any manner create a relationship between the OICL and such third parties.

8.23. Variation or Amendment

Except as expressly set forth in this SLA, no variation or amendment of this Insurance Contract shall be binding on either Party unless and to the extent that such variation is recorded in a written document executed by both Parties but where any such document exists and is so signed, neither Party shall allege that such document is not binding by virtue of an absence of consideration.

8.24. Severability

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

8.25. Notices

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

8.26. Commitments

8.26.1 It shall be the Full responsibility of the TPA to ensure that the terms and conditions defined in the tender documents 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, , 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. from time to time, should be discharged by the TPA with the full satisfaction of all concern.

All the service related work and financial obligation entrusted to OICL by virtue of tender documents issued by State Government and MOU signed between the GoK and OICL shall have to be borne by TPA including but not limited to empanelment of HCPs, 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.

8.26.2 Selected TPAs shall work in coordination for successful implementation of the scheme

8.27. No waiver

Except as expressly set forth in this Agreement, no failure to exercise or any delay in exercising any right, power or remedy by a Party shall operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made expressly in writing.

8.28. Governing Law and Jurisdiction

a. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the Laws of the Republic of India.

b. The courts in Thiruvananthapuram, Kerala, India shall have the exclusive jurisdiction over any disputes arising under, out of or in connection with this Agreement.

The provisions of all Volumes of Tender Documents for Selection of Insurance Company, all amendments, modifications, addendums, annexures and all parts of the MEDISEP Scheme as issued by GoK or as decided by The OICL shall be applicable to the TPA and all the roles, responsibilities and duties of the TPA as are mentioned in the said Tender Document or as decided by Govt of Kerala or The OICL at any stage, shall be undertaken by the Third Party Administrator. TPA shall assist in fulfilment of all commitments made by The OICL with GoK.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date stated above.

SIGNED, SEALED and DELIVERED SIGNED, SEALED and DELIVERED

For and on behalf of
The Oriental
Insurance Co. Ltd.

For and on behalf of
(Insert TPA name)

Represented by

Represented by

Insert Name
Insert Designation
Insert Address

Insert Name
Insert Designation
Insert Address

In the presence of:
(1

In the presence of:
(1)