

**MEMORANDUM OF UNDERSTANDING
AYUSHMAN BHARAT – MADHYA PRADESH**

This Memorandum of Understanding ("MoU") is entered into on day of 2019 (the "Effective Date") at Bhopal, Madhya Pradesh.

BY AND BETWEEN:

- (1) State Health Agency, registered under the Madhya Pradesh Society Registrickaran Adhinyam, 1973, for implementation of the Ayushman Bharat – Madhya Pradesh (Niramayam) (hereinafter referred to as the "**Scheme**") and having its registered office at 1st Floor, IEC Bureau, JP Hospital Campus, Bhopal, Madhya Pradesh, 462003 (hereinafter referred to as the "**State Health Agency**" or "**SHA**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

- (2) [NAME OF THE HOSPITAL] and having its registered office at [REGISTERED OFFICE ADDRESS]

(herein after referred to as the "**Provider**" or "**Empanelled Health Care Provider**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

Each of the above shall be referred to as 'Party' and collectively referred as 'Parties'.

WHEREAS:

- A. State Health Agency, established under the Madhya Pradesh Society Registrickaran Adhinyam, 1973, seeks to provide cashless Health Facility to the identified Beneficiary limited to the medical and surgical packages specified under the Scheme.
- B. The [Name of the Hospital] desires to join the said network of Providers and is willing to extend Health Facility for the surgical/therapeutic procedures to the members of eligible Beneficiaries mentioned hereinabove, under the Scheme.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived here from, the Parties hereto agree as follows:

1. Definitions

- 1.1** In this MoU unless the context requires otherwise the following expressions shall have the following meanings:

"**Appellate Authority**" will be the Principal Secretary of Department of Health & Family Welfare for the purposes of Clause 18.4 of this MoU.

"**Anti Fraud Cell**" shall mean State Anti Fraud Cell constituted at the State level by SHA in accordance with the Guidelines prescribed under the Scheme.

"**Ayushman Mitra**" means single point of contact appointed by the Provider for facilitation of

Beneficiaries seeking services under the Ayushman Bharat – Madhya Pradesh (Niramayam).

"Beneficiary" means a member of the AB-Madhya Pradesh Niramayam Beneficiary Family Units who is eligible to avail benefits under the Scheme.

For the purposes of Portability matters, Beneficiary shall mean to include beneficiaries as identified under other state SHA's as well.

"Beneficiary Family Unit" means those families including all its members figuring in the socio- economic caste census (SECC) database under the deprivation criteria of D1, D2, D3, D4, D5 and D7, automatically included category (vis households without shelter, destitute-living on alms, manual scavenger families, primitive tribal groups and legally released bonded labour) and broadly 11 (eleven) defined occupational un-organized workers (in urban sector) of the SECC 2011 database of the State along with families who are beneficiaries under National Food Security Act 2013 as adopted by the State of Madhya Pradesh and Sambal scheme beneficiaries as defined by the Government of Madhya Pradesh(enrolled as workers from the unorganized sectors) .

"Confidential Information" shall mean any and all information relating to the implementation of the Scheme including Beneficiary personnel information , Beneficiary medical records, research, developments, product plans, products, services, formulae, processes, techniques, customers, suppliers, markets, marketing, finances disclosed by a Party either directly or indirectly in writing, orally or visually, to the other Party.

"De-empanelment" means the procedure by which the State Health Agency will de-empanel the Provider from the Scheme;

"Effective Date" shall mean the date of this MoU;

"Empanelment Committee" means a State Empanelment Committee vested with powers, among others, of empanelment and de-empanelment of Providers in accordance with specified manner;

"Empanelled Health Care Providers (EHCP)" or "Provider" mean hospitals empaneled by State Health Agency under Ayushman Bharat – Madhya Pradesh (Niramayam) ;

"Fraud" means and includes 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.

"Grievance Redressal Committee" or **"GRC"** refers to State Grievance Redressal Committee at the State Level constituted by SHA for redressing all stakeholder grievances under the Scheme.

"Guidelines" shall mean and include guidelines, Standard operating procedures, advisory issued by the SHA or NHA for implementation of the Scheme. In case both SHA and NHA have issued guidelines with respect to any stakeholder or process both have to be read in congruence to each other.

“Health Facility” means cashless Treatments, Surgeries, Therapies included but not limited to Medical and Surgical Packages available to the Beneficiary under the Scheme through network of EHCP or Providers;

"Implementation Support Agency" or “ISA” means agency appointed by State Health Agency through bidding process;

"IP" means inpatient, patient’s admitted for treatment;

"Medical Coordinator (MCO)" means medical coordinator with MBBS /AYUSH qualification from the Network Hospital to coordinate with State Health Agency or ISA;

“NABH accreditation” means certification of the Provider by the National Accreditation Board for Hospitals and Healthcare Providers based on their criteria;

“National Health Agency” or “NHA” shall mean agency established at the national level for implementation of the Ayushman Bharat PMJAY scheme.

“Packages” means Medical Packages and Surgical Packages as specified/approved under the Scheme and guidelines issued by SHA. The Packages have been published on the website <http://www.ayushmanbharat.mp.gov.in/>., which may be updated from time to time SHA.

“Package Rates” means all costs, charges, taxes of the Packages as specified under the Scheme and guidelines issued by SHA . The Packages Rates have been published on the website <http://www.ayushmanbharat.mp.gov.in/>., which may be updated from time to time.

“Portability” means to provide cashless health facilities to beneficiaries under the Ayushman Bharat Scheme by different states through their empanelled hospital networks to the beneficiaries of other states. The Portability mechanism is prescribed by NHA and SHA through their Guidelines or instructions issued from time to time.

"SECC" means Socio Economic Caste Census of 2011;

"Scheme" means Ayushman Bharat-Madhya Pradesh (Niramayam);

"State" means the state of Madhya Pradesh;

"State Health Agency" shall have the meaning as set forth in the recitals;

"Surgery/Surgeries" means cutting, abrading suturing, laser or otherwise physically changing body tissues and organs by qualified medical doctor;

"Therapy/Therapies" mean specific way of medical treatment to the patient before/after surgery; and

"Treatment" mean medical/surgical management by qualified doctors in the network hospital.

1.2 Interpretation

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) Unless the context otherwise requires, references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above;
- (d) Headings to Clause are for information only and shall not form part of the operative provisions of this MoU and shall not be taken into consideration in its interpretation or construction;
- (e) References to Recitals, Clause or Annexure are, unless the context otherwise requires, to recitals to, or article of or annexure to this MoU;
- (f) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa;
- (g) References to the words “include” or “including” shall be construed as being suffixed by the words “without limitation”;
- (h) Any reference to time shall be taken to be a reference to Indian Standard Time;
- (i) References to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Bhopal are generally open for business;
- (j) Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar; and
- (k) 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 and dates; provided that if the last day of any period computed under this MoU is not a business day, then the period shall run until the end of the next business day.

1.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

2. Term

2.1 Subject to Clause 15, this MoU shall become effective from the Effective Date and shall remain in effect for a period of 1 (one) year ("**Term**") or subject to NABH accreditation validity whichever is earlier and may be extended by the Parties upon such terms and conditions, as may be agreed.

2.2 The Provider shall at all times endeavor to comply with the NABH accreditation conditions. The

Provider shall promptly notify the SHA in case the Provider is not in compliance with any NABH accreditation conditions. The Provider shall make all possible efforts to remedy aforesaid non compliance with respect to NABH accreditation.

- 2.3 The Provider shall notify the SHA 1 (one) month before the expiry of NABH accreditation. The Provider understands that on expiry of NABH accreditation the Provider shall not be an EHCP under the Scheme.

3. Provider Obligations

3.1 General undertakings and obligations

- (i) The Provider(s) shall function in accordance with the Guidelines of the State Health Agency, as may be issued from time to time;
- (ii) The Provider also undertakes and agrees that it shall be bound by the circular(s) and/or notification(s) issued by the State Health Agency, from time to time; and
- (iii) The Provider will also facilitate ISA for necessary business operations.
- (iv) The Provider undertakes that it has obtained all the registrations/ licenses/ approvals required by law in order to provide the Health Facility pursuant to this MoU and that it has the skills, knowledge and experience required to provide the Health Facility as required in this MoU.
- (v) The Provider undertakes to uphold all requirement of law in so far as they apply to it and in accordance with the provisions of the law and the regulations enacted from time to time, by the local bodies or by the Central Government or the State Government.
- (vi) The Provider declares that it has never committed a criminal offence which prevents it from practicing medical care and no criminal charge has been established against it by a court of competent jurisdiction.

3.2 SHA and ISA specific obligation(s)

- (i) The Provider agrees to set up kiosks as per the guidelines of State Health Agency manned by the Ayushman Mitra who will be the representative of the Provider for facilitation of Beneficiaries. Photographs of the kiosks established herein shall be annexed at Annexure I
- (ii) The Provider agrees to appoint adequate number of Ayushman Mitras across all the shifts to ensure beneficiary facilitation;
- (iii) The Provider also agrees to nominate a Medical Coordinator who will facilitate diagnosis, treatment of Beneficiaries, pre-authorization, claims and any other documents related to hospitalization and discharge. It will act as a point of contact for any issues regarding the Beneficiary under the Scheme from the hospital side;
- (iv) The Provider undertakes to provide desired biometric machine for validation of Beneficiaries;
- (v) The Provider also undertakes to allow the ISA or State Health Agency personnel to inspect and audit the hospital processes and records pertaining to the Scheme;

- (vi) The Provider agrees and undertakes for training of the Medical Coordinator and Ayushman Mitra by the ISA or State Health Agency for smooth functioning of scheme; and
- (vii) The Provider will support ISA or State Health Agency towards resolution of any Beneficiary grievances.

3.3 Beneficiary specific obligations

- (i) The Provider undertakes that under no circumstances will it refuse medical/surgical treatment to the Beneficiaries;
- (ii) The Provider will ensure the facility for AADHAAR enabled biometric validation of Beneficiary is in place. However in case of unavailability of AADHAAR, any photo identification proof authorized by the Government of India/ Government of Madhya Pradesh or nationalized banks would suffice. Non-availability of AADHAAR will not be the basis for refusal of treatment;
- (iii) Cashless treatment will be provided to the Beneficiary for the Packages specified by SHA under the Scheme. No extra money can be collected from Beneficiary patient in this scenario;

For procedures not falling under the Packages enlisted, the treatment may be carried out as per the consent /demand of Beneficiary.

- (iv) The Provider agrees to make thorough diagnosis and accordingly explain the Beneficiary, the treatment course to be undertaken. No attempt shall be made by the Provider to force fit the Beneficiary outside the package to convert the Beneficiary from cashless to cash payment.
- (v) The Provider agrees not to deny admission or treatment for the Beneficiary for want of preauthorization as per SHA guidelines.
- (vi) The Provider shall keep minimum of 20% hospital beds reserved for the Scheme's Beneficiaries to avoid denial of admission due to unavailability of beds.
- (vii) The Provider shall endeavor to maintain the Operation Theatre schedules in such a way that the treatment of the Beneficiaries of the Scheme is not delayed unnecessary; and
- (viii) The Provider shall extend admission facilities to the Beneficiaries round the clock.
- (ix) In case of patient undergoing treatment remains unidentified as a Beneficiary of the scheme, and at any point in time before discharge he is validated as the Beneficiary and the procedure performed falls under the Packages, in such cases the Beneficiary should not be charged by the Provider and all the expenses borne shall be reimbursed as per Scheme guidelines issued from time to time;

3.4 Service quality

- (i) The Provider shall ensure that the best and complete diagnostic, therapeutic and follow-up services based on standard protocols and medical practices/recommendations are extended to the Beneficiaries. It is also mandatory for the Provider to assess the appropriate need and subject the Beneficiary for treatment/procedure.
- (ii) The Provider agrees to provide quality medicines, standard prostheses, implants and disposables while treating the Beneficiaries. In no circumstances shall a Provider discriminate

between a medical facilities provided to a beneficiary and a non beneficiary.

- (iii) The Provider agrees and undertakes to maintain morbidity and mortality records for any audit by State Health Agency.

4. Processes

4.1 Identification, facilitation and admission of beneficiaries

- (i) Ayushman Mitra shall be the first point of contact for all the Beneficiaries under the Scheme;
- (ii) The Provider's coordinator shall facilitate the identification of the Beneficiary and also obtain the undertaking from the Beneficiary;
- (iii) In case of emergency situations where biometric validation through AADHAAR fails, and beneficiary does not have the photo ID proof, then Provider may initiate the treatment, however Provider should procure the relevant identification details within 6 (six hours and upload the same for final preauthorization approval; and
- (iv) The Provider agrees to regularly update the bed occupancy under each specialty for which Provider is empanelled and report to State Health Agency.
- (v) The Provider shall comply with [Guidelines on Process of Beneficiary Identification](#) issued by SHA and SOP, letters, orders, circulars passed by SHA from time to time.

4.2 Preauthorization and claims

- (i) The Provider agrees to follow and adhere to the online pre-authorization and claims workflow of the Scheme in providing services to its Beneficiaries;
- (ii) The Provider shall submit the pre-authorization request on the web portal, after admitting the patient as inpatient. The documents will include signed copy of consent, digital photograph, all relevant test reports, X ray, CT Scan, MRI films, biopsy/cytology reports along with those taken in the hospital should be scanned/ digitized and uploaded, with the proposed treatment along with doctor notes etc. The ISA shall approve the preauthorization within 6 hours of submission of documents by the Hospital any queries by ISA shall be answered without delay ;
- (iii) The pre-authorization is applicable only for a period of 14 (fourteen) days, including the date of issue. The pre-authorization is only provided to a specific provider and is not transferable. However may be extended for additional 7 (seven) days, if a written request is made by the provider/ hospital. Beyond 21 (twenty one) days, the pre-authorization will stand cancelled. In such cases the provider should obtain fresh approval for the cancelled pre-authorizations by mentioning valid reasons;
- (iv) In case of extended stay, additional procedure or any readmission arising out of complication authorization is required, a fresh query will be raised by the Provider;
- (v) In cases of emergency, the Provider will obtain emergency telephonic approval. The ISA in coordination with State Health Agency reserves the right to cancel the emergency telephonic approval, if the Provider fails to update the details of the Beneficiary, online within 6 (six) hours of emergency telephonic approval. The Provider also agrees to update the Surgery / Therapy details online for telephonic approvals, mentioning the date and time along with specific remarks and photographic evidences, starting from the telephonic intimation;

- (vi) The Provider, will update the Surgery/ procedure details on the portal, online after performing the surgery including surgical notes and other clinical documents, within 7 (seven) days of the date of the surgery or prior to the last day of validity of the pre-authorization, whichever is earlier. This information is required to confirm, if the surgery/ procedure has been undertaken, as per the available approvals;
- (vii) The Provider, after 10 (ten) days of discharge of the Beneficiary, will uploads the original bill, discharge summary and other relevant documents for claims processing. The uploaded bill should clearly indicate the claim amount payable to the Provider. The Provider also agrees to consider those Beneficiaries who were admitted as non-Scheme/non-Beneficiary patient due to over-sight but subsequently identified as Beneficiary during the course of stay in the Provider's hospital. In such cases any payment received from the Beneficiary shall be refunded immediately after getting pre-authorization approval and before discharge of the Beneficiary from the Provider's hospital duly obtaining a receipt thereof;
- (viii) The State Health Agency reserves the right to deny/deduct the claim if the Surgery/Therapy is performed before any approval from the ISA or intimation to emergency telephonic approval and pre-authorization is obtained at a later date while keeping the ISA/State Health Agency uninformed about the Surgery / Therapy;
- (ix) The package rates are the maximum rate indicated for each procedure. However, the settlement of the claims shall be made on the basis of actual bills submitted by the Provider and the validation of the same as per protocol by ISA;
- (x) The settlement of claims in death cases, LAMA/DAMA shall be as per the Adjudication Guidelines issued by SHA from time to time;
- (xi) In case of any dispute related to preauthorization or Claims or any other grievance, the decision of State Health Agency shall be deemed to be final and binding;
- (xii) The Provider shall comply with [Guidelines on Processes for Hospital Transaction](#) and Guidelines on Process of Claims Settlement and SOP, letters, orders, circulars passed by SHA from time to time.

4.3 Discharge

- (i) Intimation of the impending discharge of the Beneficiary need to be informed to ISA at least 1 (one) day before discharge of the patient;
- (ii) The discharge has to be done in the presence of Medical Coordinator and Ayushman Mitra. Provider shall generate discharge summary and upload the same with other documents required for validation of claims. The discharge summary shall consist of all the treatment details of the Beneficiary at the Provider's hospital and the follow-up regime for the Beneficiary including consultation and medication printed/typed form on letterhead signed by treating doctor; and
- (iii) In the event of death of the Beneficiary patient during the course of treatment, the Provider shall intimate the same immediately to ISA and also provide the death report within 48 (forty-eight) hours.

5. Compliance with empanelment conditions

- 5.1 The Provider hereby declares that it shall have the prescribed bed capacity of the hospital as specified with adequate infrastructure and manpower as per criteria fixed for empanelment and mentioned in the empanelment application submitted by the Provider online with the SHA. Provider agrees to provide separate male and female wards with toilet and other basic amenities.
- 5.2 The Provider hereby declares that the hospital has requisite infrastructure provide quality diagnostic and treatment services as per the standard protocols mentioned under the NABH accreditation and empanelment form submitted by Provider.
- 5.3 The Provider declares that it has a well-equipped ICU to meet the emergency requirements of the Beneficiaries belonging to all the categories/specialties/packages empanelled for and agrees to facilitate round the clock diagnostic and specialist services as per the criteria fixed for empanelment.
- 5.4 The Provider states that all the information supplied by it in the empanelment form is true and any change in status of registration, facility, infrastructure, manpower, specialty etc shall be intimated to the State Empanelment Committee at the earliest. The Provider shall take all measures to ensure to remedy the non-compliance with empanelment conditions as agreed upon by the Provider in terms of Guidelines on Process of Empanelment of Hospitals and SOP's, orders, letters, circulars, directions issued by SHA from time to time. The online empanelment form shall be annexed along with the MoU and shall become a part of this MoU. Annexure II.
- 5.5 The Provider understands that it shall be eligible to provide Health Facilities for only such specialties as are approved by the SHA's order of Empanelment and in line with the NABH accreditation. Any subsequent changes in such specialties with respect to empanelment shall be approved by SHA Executive Committee only. Only pursuant to such approval, a Provider shall be eligible to provide Health Facilities with respect to such specialties under the Scheme to the Beneficiaries.
- 5.6 The Provider shall at all times comply with the Guidelines on Process for Empanelment of Hospitals, circulars, letters and orders issued by SHA from time to time. Failure to comply with any provisions of Guidelines or MoU shall result in appropriate action by SHA or any other authority.

6. Services under the packages

- 6.1 The Provider agrees to charge as per the Package Rates for the Packages as specified under the Scheme and published on <http://www.ayushmanbharat.mp.gov.in/>.
- 6.2 The Provider undertakes to provide Health Facility to Beneficiary only for those Packages for which it has been empaneled in terms of Empanelment order.
- 6.3 Package Rates shall mean and include but not limited to:
- a. Registration Charges
 - b. Bed charges (General Ward in case of surgical),
 - c. Nursing and Boarding charges,
 - d. Surgeons, Anesthetists, Medical Practitioner, Consultants fees etc.

- e. Anesthesia, Blood Transfusion, Oxygen, O.T. Charges, Cost of Surgical Appliances etc,
 - f. Medicines and Drugs,
 - g. Cost of Prosthetic Devices, implants,
 - h. Pathology and radiology tests: radiology to include but not be limited to X-ray, MRI, CT Scan, etc. (as applicable)
 - i. Food to patient
 - j. Pre and Post Hospitalization expenses: Expenses incurred for consultation, diagnostic tests and medicines before the admission of the Beneficiary in the same hospital and cost of diagnostic tests, medicines and any follow up to 10 days of the discharge from the hospital for the same ailment/ surgery.
 - k. Any other expenses related to the treatment of the Beneficiary in the hospital.
- 6.4 In case, Beneficiary is required to undertake multiple surgical treatment, then the highest Package Rate shall be taken at 100%, thereupon the 2nd treatment package shall be taken as 50% of Package Rate and 3rd treatment package shall be at 25% of the Package Pate as configured in the transaction management software.
- 6.5 If the Package Rates for all the Packages availed by the Beneficiary is more than the benefit coverage amount available with the Beneficiary families then the remaining package cost will be borne by the Beneficiary family as per the package rates defined in this document. Beneficiary will need to be clearly communicated in advance about the additional payment. In no case the Provider shall raise any claim, grievance or dispute against SHA for any additional amount over and above the benefit coverage under the Scheme for any Beneficiary.
- 6.6 The Provider understands that Surgical and Medical packages will not be allowed to be availed at the same time for any Beneficiary without prior intimation to ISA. The Provider shall follow Guidelines prescribed by SHA for Beneficiary eligible for both Medical and Surgical Packages.
- 6.7 Procedures/Packages enlisted under Government reserved category shall not be in the ambit of Providers i.e.; Providers cannot claim the incentives for such government reserved packages.

7. Role of Medical Coordinator (MCO) and Ayushman Mitra

- 7.1 The Provider shall nominate a Medical Officer/Medical Officers (preferably MBBS), designated as Medical Coordinator(s) for the Scheme to coordinate with State Health Agency. The Provider shall share the contact details of Medical coordinator (MCO) immediately after the empanelment. Any change in the person handling this position shall be intimated to the State Health Agency promptly. The provider undertakes to appoint at least one Ayushman Mitra per 50 beds and also ensure round the clock availability of Ayushman Mitras for the facilitation of the beneficiaries.

The following are the responsibilities of MCO

- (i) MCO shall facilitate diagnosis, investigations and treatment of Beneficiaries;
- (ii) He shall ensure that all required evaluation including diagnostic tests are done as per the agreed rates for all beneficiaries and the details of the same along with reports are to be uploaded in the Trust portal;
- (iii) He shall ensure that Ayushman Mitra uploads the IP status of the patient;
- (iv) He shall ensure whether treatment prescribed falls in the ambit of defined packages under the Scheme;
- (v) He shall ensure uploading the admission notes and preoperative clinical notes of the patient;

- (vi) He shall ensure that pre-authorization request is sent only for the beneficiary who are admitted;
- (vii) He shall ensure before sending pre-authorization that all essential documents like identity card, patient photo and also necessary investigatory reports as per the standard protocol, along with CT Films, X-Ray films, Angio CD etc., are uploaded in the system;
- (viii) He shall coordinate with ISA/ State Health Agency as need arises;
- (ix) He shall furnish daily clinical notes (pre-operative and post-operative);
- (x) He shall be responsible for uploading all details related to claim settlement, clinical notes, patient photographs, postoperative X ray /photos etc;
- (xi) He shall update surgery and discharge details and hand over signed copy of the discharge Summary along with follow-up advice in pre-printed stationary; and
- (xii) He should attend to the grievances of the Scheme Beneficiaries and coordinate with the ISA if necessary for the resolution. Further he will also provide counselling to the Beneficiary.

7.2 The following shall be the responsibilities of Ayushman Mitra:

- (i) Operating the Beneficiary identification system to identify and verify the Beneficiaries entitled under Scheme;
- (ii) Guiding the Beneficiary about the overall benefits under the Scheme and providing information about receiving prompt treatment at Provider’s hospital;
- (iii) To provide all the necessary assistance and details about the Scheme to the Beneficiaries;
- (iv) In case of OPD: If the ailment does not require hospitalization, Ayushman Mitra will explain to the Beneficiary that the Scheme does not cover the OPD treatment and hence any cost incurred for treatment under OPD will be necessarily borne by the patient;
- (v) To ensure that all the facilities that the Scheme requires, are being rendered without charging any amount;
- (vi) Ayushman Mitra shall create the Silver records in the BIS and send for golden record approval;
- (vii) To immediately bring all grievances to the notice of grievance cell directly or through district coordinator; and
- (viii) To report any irregularities or inadequacy noticed to the concerned supervisors.

7.3 The Provider shall endeavor to assist, train and support Medical Coordinator and Ayushman Mitra in carrying out all their roles and responsibilities under the Scheme and in terms of this MoU..

8. Mode of communication

For any communication with ISA/State Health Agency, e-mail, and letter sent by the Provider authority or its authorized representative(s) for the Scheme will be considered official and vice versa.

All communications shall be sent to the following addresses of parties

State Health Agency :	Ayushman Bharat Niramayam Scheme CEO 1 st Floor, IEC Bureau, JP Hospital Campus, Bhopal, Madhya Pradesh, 462003 Email :
Provider	[ENTER REGISTERED ADDRESS]

	[ENTER EMAIL ADDRESS]
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9. Documentation and MIS

The Provider shall ensure that documentation of Scheme Beneficiaries is done using standard formats supplied/available online such as admission card, referral card, investigation slip, discharge summary etc. The Provider shall maintain all records pertaining Beneficiary, Health Facility rendered to the Beneficiary, Claims, Beneficiary Identification documents or any other documents in terms of their documents preservation policy.

10. Display of boards and banners:

- 10.1 The Provider agrees to allow display board/ banner in the reception or any other prominent area for ease of Beneficiaries apart from the kiosk as and when necessary.
- 10.2 The Provider agrees to make available the list Health Facilities with Package Rates covered under Scheme in the form of booklet/ catalog at their reception/admission desks and kiosks as per State Health Agency guidelines.

11. Kiosk and hospital coordinator services

- 11.1 The Provider agrees and undertakes to establish assistance counter/kiosk at the reception of the hospital free of cost for the Scheme as per the specifications of State Health Agency.
- 11.2 The Provider shall provide the following infrastructure and network facility to the counter, such as; personal computer, printer, scanner, digital camera, web-cam, barcode reader, stationary & biometric machines for AADHAR as per SHA guidelines etc. The system and other facilities should be provided exclusively for the use of Ayushman Mitra and MCO.
- 11.3 The Provider shall provide high-speed internet connectivity to the computer to be exclusively used by the Ayushman Mitra or the MCO to access the web/application for online MIS, e-preauthorization etc.

12. Payment Terms and conditions:

- 12.1 State Health Agency shall pay all bills compliant with the Scheme and guidelines thereof, raised by an Provider for a Beneficiary who has availed any Health Facilities under the Scheme within 30 (thirty) working days of submission of claims by Provider, subject to submission of all supporting documents including but not limited to post-operative investigations, photocopies of daily progress report, clinical notes and ICU charts and any other material, reports, as specified under the Guidelines..
- 12.2 The Provider agrees and undertakes to submit the bank account details, core banking number, IFSC code to the Trust to facilitate electronic fund transfer for settling the claims. (Refer Annexure–III). The Provider agrees and undertakes to submit all the claims for the Health Facility rendered to the Beneficiary after 10 (ten) days from the date of discharge of the Beneficiary. The Provider agrees that for all the claims for which pre-authorization is obtained by the end of this MoU,

Surgeries/treatment will be done within 30 (thirty) days of expiry of this MoU and claim will be raised as per the provisions of relevant clause.

12.3 In case any Termination proceedings have been initiated under Clause 15 or Anti Fraud investigations have been initiated under Clause 16, Grievance redressal order/recommendations have been issued under Clause 18 or Disciplinary Proceedings or De-empanelment proceedings have been initiated under Clause 19 of this MoU or the Provider is found to be in violation of any clause(s) under this MoU, the claims pertaining to such proceedings, disputes, investigations, orders shall be withheld till the pendency of such proceedings.

13. Limitations of liability and indemnity

13.1 The Provider will be responsible for all commissions and omissions in treating the Beneficiaries referred under the Scheme and will also be responsible for all legal consequences that may arise therefrom. Under no circumstances shall the State Health Agency be liable for any indirect or consequential or special loss or damage including loss of profits or revenue, loss of use, loss of capital or loss of opportunity. Further, the State Health Agency will not be held responsible for the outcome of the treatment or quality of the care provided by the Provider and should any legal complications arise and is called upon to answer, the Provider will pay all legal expenses and consequent compensation, if any.

13.2 The Provider unequivocally agrees that if any claim arises out of alleged deficiency in services on the Provider's part or through its men or agents, then it will be the duty of the Provider to answer such claim. Further, the Provider hereby warrants and covenants that it will indemnify the State Health Agency and keep them indemnified, at all times from and against any and all direct damages, losses, liabilities, obligations, claims or proceedings of any kind, interest, penalties, cost, fee, or expenses (including, without limitation, reasonable attorneys' fees and expenses), suffered, incurred or paid, directly, as a result of, in connection with or arising from any breach of its covenants, obligations and responsibilities hereunder pursuant to this MoU.

13.3 Notwithstanding anything to the contrary in this MoU, neither Party will be liable by reason of failure or delay in the performance of its duties and obligations under this MoU if such failure or delay is caused by acts of god, strikes, lock-outs, embargoes, war, riots, civil commotion, any orders of governmental, quasi-governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

14. Confidentiality

14.1 Unless otherwise agreed to in advance and in writing by the Parties, each Party agrees and undertakes that it shall keep confidential all Confidential Information which it may obtain ("Receiving Party") with respect to the other Party ("Disclosing Party") or in relation to the Disclosing Party's affairs or business, and shall not use or disclose such Confidential Information except with the prior written consent of the Disclosing Party, provided that such obligation shall not apply to disclosure of information:

- (a) which is in or which enters the public domain other than as a result of its breach of this MoU; or
- (b) already known or becomes known to the Receiving Party on a non-confidential basis prior to

disclosure pursuant to this MoU; or

- (c) communicated to the Receiving Party by a third party, which to the best knowledge of the Receiving Party, is free of any obligation of confidentiality to the Disclosing Party; or
- (d) which the Receiving Party or any of its subsidiaries, holding company, ultimate holding company, sister subsidiaries or shareholders is compelled by applicable laws to disclose, provided however that the Receiving Party shall:
 - (i) as soon as practicable, notify the Disclosing Party the details of such requirement and provide a copy of the proposed disclosure to the Disclosing Party;
 - (ii) use its best efforts to secure confidential treatment of the confidential information; and
 - (iii) use its best efforts not to effect any disclosure which is more extensive than that required by such Applicable Law.

14.2 The Provider understands that during the implementation of the Scheme they will be in access of Confidential Information relating to the Beneficiary. The Provider shall not abuse or access or share such Confidential Information to any third party without prior approval of SHA or the Beneficiary. The Provider shall formulate a detailed SOP for retaining, maintaining and preventing abuse of such Confidential Information.

15. Termination

15.1 Subject to Clause 15.2, the State Health Agency ("**Non-Defaulting Party**") shall be entitled to terminate this MoU on occurrence of any of the following events in relation to the Provider ("**Defaulting Party**") if:

- (a) Non - adherence to any of the provisions of the MoU or SHA Guidelines/directions;
- (b) the Defaulting Party is adjudged bankrupt or insolvent under applicable laws;
- (c) the Defaulting Party has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted.

15.2 Upon occurrence of any of the events set out in Clause 15.1, this MoU may be terminated by giving a 60 (Sixty) days written prior notice by the Non-Defaulting Party to the Defaulting Party during the term of this MoU, if the Defaulting Party fails to remedy such default within 30 (thirty) days, upon the reasonable determination of the Empanelment Committee, constituted by the State Health Agency, from the receipt of notice in writing from the Non-Defaulting Party specifying such default;

Provided however, it is agreed between the Parties that, termination of the MoU in the manner provided herein above shall not affect the rights and/or obligation crated or vested in the Parties under this MoU, prior to such termination.

15.3 The Provider may discontinue to be empanelled under Ayushman Bharat –Madhya Pradesh (Niramayam) scheme by providing a 60 days' notice to SHA.

15.4 This MoU may be terminated based on the directions/recommendations given by the State Empanelment Committee under any proceedings and investigations in terms of this Scheme.

16. Anti fraud obligations

- 16.1 All parties adhere to comply with the anti fraud principles enshrined by SHA. Provider undertakes to monitor all stakeholders regularly for strengthening anti fraud mechanism under the Scheme.
- 16.2 The Provider shall strictly comply with all guidelines pertaining to anti fraud detection, anti fraud measures, guidelines, issued by SHA or Anti Fraud Cell at all times.
- 16.3 The Provider shall at all times cooperate with Anti Fraud Cell or SHA in all the anti fraud measures, investigations, proceedings of SHA.
- 16.4 The Provider shall promptly inform the Anti Fraud Cell as soon as Provider comes to be aware of any action or omission on part of any individual which may constitute as a Fraud in accordance with this MoU or the Scheme.
- 16.5 In case, any Provider, found to be in violation of any guidelines, MoU or obligations under the Scheme constituting to be a Fraud, shall be liable to appropriate proceedings by SHA.
- 16.6 SHA shall in accordance with due process and recommendations of Anti Fraud Cell, shall take appropriate actions including but not limited to penalties, sanctions, suspension, termination or de-empament against any Provider or its employee, associate, agent for any action constituting to be a Fraud.
- 16.7 In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the Provider to SHA, ISA, Beneficiary or any other stakeholder, then the SHA shall without prejudice to their other rights and remedies terminate this MoU in terms with Clause 15 or de-empanel the Provider based on the recommendations of State Anti Fraud Cell. SHA shall take the decision based on the recommendation/order as it shall think fit and sufficient and its decision shall be final, conclusive and binding upon the Provider.

17. Governing Law and Jurisdiction

- 17.1 The Agreement will be governed by and interpreted in accordance with Applicable Laws of India.
- 17.2 Subject to the provisions of the clause 16.3, the courts in Bhopal, Madhya Pradesh, shall have exclusive jurisdiction in all matters.
- 17.3 All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this MoU or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, shall be settled as per the provisions of the Arbitration and Conciliation Act, 1996, by a sole arbitrator appointed by the State Health Agency.
- 17.4 The place of arbitration will be Bhopal, Madhya Pradesh. The arbitration proceedings shall be conducted in English language.
- 17.5 During the pendency of any dispute resolution exercise whether by negotiations or arbitration, the Parties shall be bound by the terms of this MoU and shall continue to perform their respective obligations under this MoU.

18. Grievance Redressal and feedback mechanism

- 18.1 Any grievances from the any stakeholder as specified under the Grievance Redressal Guidelines under the Scheme at the District level will be examined by the District Grievance Redressal Officer hereinafter referred to as DGRO appointed by State Health Agency to deal with matters relating to all grievances. The DGRO shall redress the grievances in terms of Grievance Redressal Guidelines published by SHA which may be updated from time to time.
- 18.2 In case the stakeholder is dissatisfied with the order of the DGRO, they may appeal against such order in the State Grievance Redressal Committee. The State Grievance Redressal Committee shall redress the grievances in terms of Grievance Redressal Guidelines published by SHA which may be updated from time to time.
- 18.3 The stakeholder if dissatisfied of the orders of SGRC may appeal to the National Grievance Redressal Committee or NGRC. The NGRC shall only accept appeals and petitions against the orders of the SGRC of a State. The decision of NGRC will be final and binding upon the stakeholder.
- 18.4 In case of disputes between SHA and the Provider, the Provider is aggrieved by the decision of SGRC, the Provider shall appeal to the Appellate Authority. The Appellate Authority shall under due process decide the matter within 60 (sixty) days of receipt of Appeal notice by the Provider. The decision of the Appellate Authority shall be final.
- 18.5 The Provider shall cooperate with ISA and State Health Agency for the resolution of the grievances and produce any report asked for the same.
- 18.6 Provider undertakes to install a drop box preferably near the kiosk for collection of Feedback from the beneficiaries. Ayushman Mitra shall facilitate the process of Feedback collection for every beneficiary treated. SHA shall be the custodian of the drop box and representative of ISA/SHA shall collect the feedback from the drop box from time to time.

19 Disciplinary Proceedings and De-empanelment proceedings

- 19.1 The SHA, Anti Fraud Cell, Grievance Redressal Committee or State Empanelment Committee may initiate disciplinary proceedings against the Provider for any Fraud in terms of Clause 16, non-compliance with this MoU, non compliance of other SHA guidelines or any acts or omissions which are in violation of the principles of this Scheme i.e; providing cashless Health Facility to the Beneficiary in terms of the Scheme.
- 19.2 In case, Anti Fraud Cell or Grievance Redressal Committee initiates enquiry against any Provider, they will forward its report to the State Empanelment Committee along with its recommendation for action to be taken based on the investigation.
- 19.3 SEC suo moto or on the basis of the recommendations by the SHA, may take any appropriate actions including but not limited to putting the Provider on watch list, suspension, de-empanelment, blacklisting the Provider or pursuing appropriate penal actions against the Provider.
- 19.4 In case the Provider is de-empanelled from the Scheme, the de-empanelled Provider shall take all necessary actions to make people aware about the de-empanelment of the Provider from the scheme. The actions may include publication in the local daily newspapers, displaying in the

premises of the de-empanelled Provider or any other measures to ensure that the Beneficiary is aware that the de-empanelled Provider is not providing Health Facilities under the Scheme.

- 19.5 All disciplinary proceedings against any Provider shall comply to the principles of natural justice.
- 19.6 Any disciplinary proceedings so initiated against any Provider shall be in line with the mechanisms established under the Guidelines. All disciplinary proceedings shall have to be completed within 60 (sixty) days of preparation of report of recommendations by SEC.
- 19.7 **Penalty on the Provider Hospitals** : On the basis of the investigation report/field audits, recommendations from SHA, SEC finds certain misconducts on the part of Provider, the State Empanelment Committee shall review the offenses on a case to case basis for the final order and quantum of penalty or punishment to be levied against the Provider in terms of Penalty provisions specified under the Guidelines issued by State Health Agency.
- 19.8 The Provider shall apply to the SHA or SEC for voluntary de-empanelment under the Scheme. The SHA shall after due consideration of the application by the Provider, dues, pre authorizations, disputes and grievances shall recommend such de-empanelment to the SEC.

20. Renewal of Empanelment of Provider

The renewal of empanelment is subjected to –

- (i) Mutual consent of both the Parties.
- (ii) Performance of the Provider with respect to volumes and quality of care like (Hospital acquired Infections, Accreditation, clinical indicators, follow-up).
- (iii) Reports of audits conducted by SHA & ISA that are presented to the Empanelment Committee constituted by SNA.

22. Non-exclusivity

SHA reserves the right to appoint other Provider(s) for implementing the Scheme envisaged herein and Provider will have no objection for the same.

23 Force Majeure

- (a) For the purposes of this MoU, "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 agents or employees, (ii) economic hardship, (iii) any default of failure by the Network Hospital in any agreement entered into by the Network Hospital with the third party, 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.

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

24. Severability

The provisions of the MoU are severable. If any provision or condition of the MoU is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability will not affect the validity or enforceability of any other provisions and conditions of the MoU.

25. Assignment

The Provider will not, without the prior consent of the State Health Agency, assign, mortgage or charge to any third party the MoU or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

26. Amendment or Modification

This MoU may be amended or modified from time to time only by a written agreement of all Parties. Each such instrument shall be reduced to writing and shall be designated on its face as amendment or addendum to this MoU.

In witness whereof the Parties have executed and delivered this MOU as of the date first above written

Signed and delivered by within named:

State Health Agency: _____

Through Sri/ Smt. _____ Sign _____

In presence of Sri/ Smt. _____ Sign _____

Provider:

Through Sri/ Smt _____ Sign _____

In presence of Sri/ Smt _____ Sign _____

ANNEXURE I

KIOSK

PHOTOGRAPH OF SPACE PROVIDED FOR AROGYAMITRA KIOSK

Name of Network Hospital: Address:

Affix the Photograph of the space provided in the hospital for
establishing Hospital Coordinator Kiosk

Annexure-II

COPY OF ONLINE EMPANELMENT FORM
(sealed and signed by authorized signatory)

Annexure-III

UNDERTAKING TO SHARE BANK ACCOUNT DETAILS -

We _____(hospital) hereby

declare that we have banking facility with the _____Bank, A/C Name(Full Name) A/C.No.: _____having Branch

Authorized Signatory with seal

2. _____

3. _____

4. _____

Attestation:

The contents of the affidavit are read over and explained and who after understanding the same signed before me on this _____day of _____ Year. Hence attested.

Date:

Place:

