Schedules to Insurance Contract

for

Selection of Insurance Company
for the implementation of
Ayushman Bharat Pradhan Mantri Jan Arogya Yojna
Chief Minister Health Insurance Scheme
(AB PM-JAY CMHIS

Volume 3
April 2025

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Schedule 1: Details of the Scheme and Beneficiaries

The name of the Scheme is **Ayushman Bharat Pradhan Mantri Jan Arogya Yojna Chief Minister's Health Insurance Scheme (AB PM-JAY CMHIS),** a converged scheme of the **Chief Minister's Health Insurance Scheme (CMHIS) launched by the Government of Nagaland (GoN) in the State and AB PM-JAY.** This Schedule lays down the key elements of the design and implementation of the proposed Scheme.

1. Objective of the scheme

1.1 **AB PM-JAY CMHIS** aims to protect against catastrophic health expenditure and reduce out-of-pocket expenditure by providing Insurance Coverage for hospital care to all residents of the State as defined in Section 2 of this Schedule 1 below.

1.2 The **AB PM-JAY CMHIS** is a step towards fulfilling the Nagaland Sustainable Development Goal Vision 2030, launched by the Hon'ble Chief Minister of Nagaland in August 2021, which states that by 2030, Nagaland will **ensure healthy lives and promote well-being for all ages** by providing **equitable, affordable,** and **quality healthcare services** to the people of the state.

1.3 The **AB PM-JAY CMHIS** will strengthen health systems and service delivery by increasing efficiencies, reducing fragmentation in existing health protection schemes, and improving service delivery and user experience.

2. Eligibility for coverage

2.1. The unit of enrolment shall be a Beneficiary Family as follows:

2.1.1. Beneficiaries Covered under AB PM-JAY

a. Families entitled for benefits under the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)
b. Additional categories who have been extended benefits of the AB PM-JAY by the Government of India (GoI): e.g., Building and other Construction Workers (BoCW);

2.1.2. Beneficiaries Covered under CMHIS

a. GoN employees and other officials, and their dependents entitled for benefits under the existing Medical Reimbursement Scheme of the GoN, and serving Parliamentarians/Legislators;
b. GoN pensioners and ex- Parliamentarians/Legislators; and
c. Any uncovered households with a valid Ration Card/ Permanent Resident Certificate (PRC) or Indigenous Inhabitant Certificate (IIC).

2.2. All enrolments under the AB PM-JAY CMHIS shall be on a 'family' or 'Household' basis without limit to the number and age of members in the family/household, provided

the dependency criteria dependency criteria for employees and pensioners as defined in the table under Section 2.4 of this Schedule 1 is met.

2.3. To administer the AB PM-JAY CMHIS, the population of Nagaland eligible for the AB PM-JAY CMHIS shall be divided into the five categories mentioned in table under section 2.4 of this Schedule 1 below.

2.4. For AB PM-JAY CMHIS, the GoN shall adopt the following definitions for a "Family," which shall be either dependency based on family-based depending on the Category of the beneficiary:

Category	BENEFITS Category CODE	Beneficiary Family Unit definition
Category 1: AB PM-JAY	CMHIS (GEN)	Family-based as defined under the Government of India's AB PM-JAY scheme.
Category 2: Additional AB PM-JAY	CMHIS (GEN)	For Building and other Construction Workers (BoCW) - Same as Category 1
Category 3: GoN employees and other officials, and serving Parliamentarians/ Legislators	CMHIS (EP)	Dependency-based: definition of a family shall be as per the Central Services (Medical Attendance) Rules 1944 – a Government employee's wife or husband, and parents, sisters, widowed sisters, widowed daughters, minor brothers, children, stepchildren, divorced/ separated daughters, and stepmother wholly dependent upon the Government servant and usually are residing with the Government employee.
Category 4: GoN pensioners and ex Parliamentarians/Legislators	CMHIS (EP)	Same as Category 3
Category 5: General population	CMHIS (GEN)	Same as Category 1

***Note: CMHIS (GEN)** and **CMHIS (EP)** - code "GEN" refers to "General" and "EP" refers to GoN employees and pensioners*

2.5. For enrolment under the AB PM-JAY CMHIS, family members shall be considered as per the family members listed on the issued ration cards on the NFSA database for Nagaland.

2.6. For those not having a ration card, a self-certified list of household members countersigned by local authority shall be required for defining family members. The GoN shall undertake intensive audits of such declarations, and deterrent measures, including criminal liability for fraud, shall be undertaken for any false declarations made by individuals.

'Family' in common parlance connotes a group of persons united by the ties of marriage, blood, or adoption, constituting a single household and interacting with each other in their respective social positions, usually those of spouses, parents, children, and siblings.

3. Annual Risk Cover

3.1 All beneficiaries of AB PM-JAY CMHIS, from Categories 1 to 5 shall be eligible for a Basic Risk Cover of Rs 500,000 (Rupees five lakhs only) per annum on a family floater basis offered through the insurance mode.

3.2 In addition to the Basic Risk Cover as specified in Section 3.1 above, all beneficiaries under Category 3 (GoN employees and other government Officials and serving Parliamentarians/Legislators) and Category 4 (GoN pensioners and ex-Parliamentarians/Legislators) shall be eligible for additional top up cover of Rs. 15,00,000(Rupees Fifteen Lakh Only).

4. Nagaland Health Benefits Package 2025 (N-HBP 2025)

4.1 The AB PM-JAY CMHIS has two types of Health Benefits Packages (NHBP 2025) for different population categories. Henceforth, these will be referred to as **CMHIS (GEN)** and **CMHIS (EP)** when the code "GEN" refers to "General" and "EP" refers to GoN employees and pensioners.

4.2 Beneficiaries under Category 1 (AB PM-JAY), Category 2 (Additional AB PM-JAY), and Category 5 (General Population) shall be eligible for HBP under **CMHIS (GEN)**.

4.3 Beneficiaries under Category 3 (GoN employees and other officials, and serving Parliamentarians/Legislators) and Category 4 (GoN pensioners and ex Parliamentarians/Legislators) shall be eligible for HBP under **CMHIS (EP)**.

4.4 **HBP under CMHIS (GEN) for Category 1 (AB PM-JAY), Category 2 (Additional AB PM-JAY), and Category 5 (General Population)**:

a. The HBP under CMHIS(GEN) shall hereafter be referred to as "**NHBP 2025 for CMHIS (GEN)**".

b. Procedures: The AB PM-JAY CMHIS will cover approximately 1950 in-patient procedures across 27 major clinical specialties. The procedures will include both surgical and medical procedures and limited day-care packages. Based on the feedback and suggestions received from stakeholders, the procedure list may undergo revisions, additions, and deletions as the AB PM-JAY CMHIS progresses.

c. Bundled package costs: The package cost shall be "bundled," implying that it will be an all-inclusive cost payable for a particular procedure (including medical management cases); the cost of Implants, high-end drugs, and diagnostics may be additional in a matter of few specific procedures. *Refer Schedule 3 and Schedule 4 of this Insurance Contract for components of the package, inclusions, and exclusions.*

d. Package prices: The package prices have been fixed by the Department of Health and Family Welfare, GoN in consultation with relevant experts and providers, also taking the help of national guidelines laid down by the National Health Authority (NHA), and as modified and applicable to Nagaland. The package prices shall be reviewed by the SHA at regular intervals.

e. Standard Treatment Guidelines (STG): As per the World Health Organization, STGs 'assist practitioners and patients in making decisions about appropriate health care for specific clinical circumstances. Thus, the procedure packages shall follow the STGs developed by the NHA for most utilized packages to the extent feasible. The mandatory documents specified in STGs shall also help empaneled hospitals submit uniform set documents in support of procedures booked for treating a patient, thereby increasing the operational efficiencies.

4.5 NHBP 2025 under CMHIS (EP) for Category 3 (GoN employees and other Officials, and serving Parliamentarians/Legislators) and Category 4 (GoN pensioners)

a. Benefit for CMHIS (EP) shall be as per the CGHS package construct.

b. Beneficiary Categories that are eligible for CMHIS(EP) cover shall be entitled to in-patient care with differential room entitlement as per employee Pay Level or Pay Level at which the employee retired as specified in Clause 5.4.3.

c. For the purposes of room entitlement as provided in Clause 5.4.2, employees of GoN shall be entitled to treatment as per the room entitlement given in the table below:

Employee classification as per Pay Level	Room entitlement	Maximum Room Rate (Per day)
Pay Level 15 and above	Private ward	4500
Pay Level 10-14	Semi-private ward	3000
Pay Level 9 and below	General Ward	1500

All levels	Day Care (6-8 hours)	500

i. Room rent is applicable only where prescribed treatment package rates are not available. Room rent includes charges for occupation of bed, diet for patient, charges for electricity and water supply, linen charges, nursing charges and routine up keeping.
ii. For patients availing bundled health benefit packages (surgical packages), no separate room rent.
iii. Private ward, semi-private ward, and general ward are as per the definitions given by CGHS. Entitlement to rooms and exceptions in case of non-availability of entitled category accommodation, admission to higher or lower category of accommodation, etc., shall be as per extant CGHS guideline.

d. For the purposes of room entitlement as provided in Clause 5.4.1, all pensioners of GoN shall be entitled to avail of care with room upgrade as per the room entitlement given in Clause 5.4.3 based on the employee classification level at which they retired from service with the GoN.

e. The Insurer shall ensure that all beneficiaries under Beneficiary Category 3: all employees and other officials of GoN, and serving parliamentarians/Legislators shall be allowed to avail of care with room upgrade per their room entitlement provisions set forth in Clause 5.4.3.

f. The Insurer shall ensure that all beneficiaries under Category 4: GoN pensioners and ex-parliamentarians/Legislators shall be allowed to avail of care with room upgrade as per their room entitlement provisions set forth in Clause 5.4.4 based on the employee classification level at which they retired from service with the GoN.

g. The benefits under the CMHIS (EP) shall be organized on a cashless basis at empanelled hospitals.

h. Treatment rates under CMHIS (EP) shall follow the following construct as per prescribed rates detailed out in NHBP 2025 for CMHIS(EP) in Schedule 3B :

i. The prescribed package rates are for semi-private ward. If the beneficiary is entitled for general ward there will be a decrease of 10% in the rates. For private ward entitlement there will be an increase of 15%. However, the rates shall be the same for investigation irrespective of entitlement.
ii. Package rate includes all the expenses for in-patient treatment, and specific daycare procedures. Beneficiaries are permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge, including (but not limited to):

- Registration charges
- Admission charges
- Accommodation charges
- Diet charges
- Operation charges
- Injection charges
- Dressing charges
- Doctor consultant charges
- ICU/ICCU charges
- Monitoring charges
- Transfusion charges
- Anesthesia charges
- Operation theatre charges
- Procedural charges
- Surgeon fee
- Surgical disposables cost
- Medicines cost
- Physiotherapy charges
- Nursing charges

iii. For implants, stents, grafts, consumables, drugs, not specifically mentioned in the NHBP 2025 for CMHIS (EP) list, the NPPA (National Pharmaceutical Pricing Authority) ceiling rates shall be applicable. If no prescribed ceiling rates are available, the cost shall be paid as per actual.

i. For treatment in GOI hospitals empanelled through CGHS, including AIIMS hospitals, prevalent CGHS rates applicable for that city across India with room category as per their room entitlement as per the provisions of Clause 5.4.3 and Clause 5.4.5 shall apply;

1.2 The Insurer shall provide cashless benefits as per the Benefit Packages furnished in Schedule 3: 'NHBP 2025 and Packages Rates' and its sub-schedules subject to exclusions set forth in Schedule 4: 'Exclusions to the Policy'.

1.3 The Insurer shall ensure pre-authorisation of pre-defined cases within the prescribed turn-around time for availing select treatment in any empanelled hospitals.

1.4 Except for exclusions listed in Schedule 4, treatment/procedures will also be allowed , in addition to the procedures listed in Schedules 3A and 3B, of up to the limit of Insurance Cover **(called 'Unspecified Procedure')** to all AB PM-JAY CMHIS Beneficiaries within the overall limit of Rs. 5,00,000 for CMHIS (GEN) and with an additional top up cover of Rs. 5,00,000/Rs. 15,00,000 for CMHIS (EP). <relevant

amount to be retained after premium discovery> Operations pertaining to Unspecified Procedure are to be governed as per Unspecified Package Guidelines provided under Schedule 3C.

5. Identification and Enrolment of beneficiaries

5.1 The AB PM-JAY CMHIS is an entitlement-based Scheme wherein all Beneficiaries meeting the eligibility criteria in Section 2.1 of Schedule 1 shall be eligible for coverage under the Scheme. A covered family member can avail of treatment at any of the empaneled hospitals at any time after due identification.

5.2 **Beneficiary identification:** An essential aspect of AB PM-JAY CMHIS is the proper identification of beneficiaries of the Scheme.

a. For this purpose, the beneficiaries shall provide identification documents to substantiate individual ID and family ID. To ensure the uniqueness of each beneficiary ID, Aadhaar ID shall be a mandatory identification document along with other individual and family level identification documents as per table below:

Category		Required individual ID document	Required family document
Cat 1	AB PM-JAY	Documents needed as the AB PM-JAY scheme guidelines for those eligible but not yet enrolled	As per GOI definition / Ration Card
Cat 2	Additional AB PM-JAY	Same as Category 1+BoCW or any other identifying Category ID	Same as Category 1
Cat 3	GoN Regular employees and other officials, serving Parliamentarian/Legislators	5.1.1.1. Aadhaar card 5.1.1.2. GoN issued Photo ID card which includes PIMS number/Employee Code	Self declared list and approved by P&AR Department
Cat 4	GoN pensioners and ex-Parliamentarian/Legislators	1. Aadhaar card 2. GoN issued Photo ID card/ Pension Payment Order(PPO)	Self-declared list and approved by P&AR Department

Category		Required individual ID document	Required family document
Cat 5a:	NFSA ration card holder who do not fall under categories 1-4 above	Aadhaar card	Same as Category 2
Cat 5b:	General - all other residents	1. Aadhaar card 2. Any one of the following: valid Permanent Residency Certificate (PRC) **OR** Certificate or Indigenous Inhabitant Certificate(IIC)	Self-Certified list and countersigned by local authority

b. The unit of coverage under AB PM-JAY CMHIS is based on 'family' or 'household', thus, family or household documents also form part of identification documents to be submitted by beneficiaries for enrolment under the CMHIS. A detailed list of individual and family identification documents for different groups of beneficiaries is provided in the table above.

6. Provider (empaneled hospital) network

6.1 The AB PM-JAY CMHIS shall empanel both public and private hospitals so that an appropriate level of care is accessible to the beneficiaries on a cashless basis without difficulty.

6.2 The AB PM-JAY CMHIS shall also ensure portability of benefits outside Nagaland so that beneficiaries traveling/residing outside the State can also avail of benefits on a cashless basis.

6.3 Hospital network under CMHIS (GEN):

a. The hospitals desirous of empanelment under the AB PM-JAY CMHIS shall need to comply with the minimum criteria as set out in Schedule 6 of this Insurance Contract.

b. Hospitals shall apply for empanelment online on a dedicated government portal, and the overall time for completion of the end-to-end process from submission of application to physical/virtual inspection, approval of an application to allocation of Hospital ID, and launch of operations shall be maximum one month.

c. All hospitals presently empaneled by the State Health Agency (SHA), GoN under AB-PM-JAY shall be deemed empaneled under the CMHIS (GEN), and no additional registration or empanelment shall be required.

d. The SHA shall hold consultations and approach all private hospitals not part of the AB PM-JAY network to be a part of the CMHIS.

e. The empaneled hospitals shall be reimbursed for the cost of treatment as per NHBP 2025 rates for the booked 'package' and shall not be allowed to charge patients for any costs related to treatment, food, etc.

6.4 **Hospital network under CMHIS (EP)**:

a. Category 3 (GoN employees and other officials and serving Parliamentarians/Legislators) and Category 4 (GoN pensioners and ex-Parliamentarians/Legislators) beneficiaries covered under CMHIS(EP) shall have access to the network of hospitals empanelled under CMHIS(EP). All such private hospitals within Nagaland will be onboarded through an empanelment process. The Insurance Company shall support the SHA in empanelling and onboarding all such hospitals.

b. The CMHIS (EP) beneficiaries can also access treatment at any of the GOI hospitals , i.e., all AIIMS hospitals, which are empanelled under Central Government Health Scheme (CGHS) on prevalent CGHS rates applicable for that city across India with room category as per their room entitlement as per the provisions of Clause 5.4.3 and Clause 5.4.5;

c. In line with the Ministry of Health and Family Welfare (MoHFW) Agreement with Tata Memorial Hospital (TMH/TMC), Mumbai wherein CGHS beneficiaries and their dependents are charged as per the rates in force and amended from time to time for various treatment as per Tata Memorial Centre, CMHIS (EP) beneficiaries can avail treatment at TMH, Mumbai at their prevalent rates, given in Schedule 3E.

d. CMHIS(EP) beneficiaries can avail treatment in non-empanelled hospitals provided there are no CMHIS(EP) empanelled hospitals or GOI hospitals empanelled through CGHS in the city/town shall avail reimbursement for the treatment undertaken as per the applicable rates in N-HBP 2025 for CMHIS(EP).

6.5 If a hospital is empaneled for both CMHIS (GEN) and CMHIS (EP), the hospital will admit the patient under the scheme of entitlement of the beneficiary, i.e., AB PM-JAY for CMHIS(GEN) and CGHS for CMHIS(EP).

6.6 The empaneled hospitals shall be reimbursed for the cost of treatment as per NHBP 2025 rates for CMHIS (EP) and shall not be allowed to charge patients for any costs related to treatment, food, etc., unless the beneficiary chooses to seek services in upgraded room, in which case the Beneficiary shall pay the difference between the package price as per their entitlement and the services actually sought.

7. Administration of AB PM-JAY CMHIS

7.1 **Mode of administering the AB PM-JAY CMHIS** : The AB PM-JAY CMHIS shall be administered through an Insurance mode upto the Insurance cover. Refer to the table below.

The Insurance Company shall bear the financial risk, and the State Government's liability will be limited to the agreed premium per Beneficiary Family Unit (BFU). The Insurance Company shall 'underwrite' the risk and perform all functions in consideration of the 'premium' paid for all covered families. The Insurance Company shall bear the liability, empanel hospitals, process transactions, settle and pay claims, manage grievances, etc.

Category		Basic Cover up to Rs 5 lakhs per annum	Top-up cover
			More than Rs 5 lakhs – Rs 15 lakhs per annum
Category 1	AB PM-JAY	Insurance mode	Not applicable
Category 2	Additional AB PM-JAY	Insurance mode	Not applicable
Category 3	GoN employees GoN employees and other officials, and serving Parliamentarians/Legislators	Insurance mode	Insurance mode
Category 4	GoN pensioners ex-Parliamentarians/Legislators	Insurance mode	Insurance mode
Category 5	General population	Insurance mode	Not applicable

Schedule 2: Enrolment of AB PM-JAY CMHIS Beneficiary Family Units (BFU)

1. The SHA shall, either itself or through other agencies hired by it, carry out enrolment process on an ongoing basis for the first two years of the Scheme or until such time that all families eligible for AB PM-JAY CMHIS benefits are enrolled with a unique individual and family identification number.

2. The SHA shall create a Master Beneficiary Database for the AB PM-JAY CMHIS through various existing sources as detailed below:

Beneficiary Category	Category description	Source of Data
1	AB PM-JAY beneficiaries	PM-JAY database
2	Additional AB PM-JAY beneficiaries (Building & Other Construction Workers – BOCW)	Nagaland Building and Other Construction Workers' Welfare Board
3	Government Employees	Personnel and Administrative Reforms, GoN
4	Pensioners	Personnel and Administrative Reforms, GoN, Finance Department GoN
5a	NFSA ration card holder who do not fall under categories 1-4 above	NFSA data base from the Department of Food and Civil Supplies, GoN
5b	All other residents	Through enrolment drive

3. Specifically for the AB PM-JAY Beneficiaries, all the AB PM-JAY Beneficiary Family Units, as defined under the deprivation criteria of D1, D2, D3, D4, D5 and D7, Automatically Included category (in rural areas) and broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) database of Nagaland (as updated from time to time) along with the existing Rashtriya Swasthya Bima Yojana (RSBY) Beneficiary Families not figuring in the SECC 2011 Database and NFSA ration card holder families of Nagaland satisfying the eligibility criteria set forth in Clause 1.3 which are resident in Nagaland and fall under one or more of the categories shall be considered as eligible for benefits under the Scheme and be automatically covered under the AB PM-JAY.

Beneficiary Identification

4. The identification documents as provided in Schedule 1 Section 5.2 a shall be considered as valid for substantiating individual eligibility and family identity under the AB PM-JAY CMHIS .

5. For ensuring uniqueness of each beneficiary ID, Aadhaar ID shall be mandatory identification document along with other individual and family level identification documents listed under Section 4 of this Schedule 2. In case Aadhaar is not available then other defined Government recognized ID will be used for this purpose. State Government shall share with the insurance company within 7 days of signing the agreement a list of defined Government IDs.

Beneficiary Enrolment

6. The eligible Beneficiaries of AB PM-JAY CMHIS shall be enrolled under the Scheme following due process of identification, and a unique ID for AB PM-JAY CMHIS shall be generated.

7. The enrolment system shall have the provision of additions/deletions to the Beneficiary Master Database as per the Scheme eligibility criteria.

8. Special enrolment drive/card delivery campaigns shall be held for Government employees and pensioners close to their place of work or another suitable location.

9. All other categories of beneficiaries shall visit the enrolment facilitation centers established for AB PM-JAY CMHIS , get enrolled, and obtain their unique AB PM-JAY CMHIS ID.

10. All empaneled hospitals shall also have a beneficiary enrolment facility so that no beneficiary is denied treatment due to lack of enrolment under the Scheme.

11. All beneficiaries shall receive an AB PM-JAY CMHIS card after enrolment, and the card shall be valid in perpetuity so that a new card is not required to be issued yearly.

12. The beneficiaries who are already enrolled under AB PM-JAY and have received an Ayushman card will not be issued another card as their existing Ayushman card shall be valid for AB PM-JAY CMHIS .

Schedule 3: Nagaland Health Benefits Package 2025 (NHBP 2024) and Package Rates

Schedule 3A: NHBP 2025 for CMHIS (GEN)

Schedule 3A may be accessed at :
https://cmhis.nagaland.gov.in/docs/N-HBP%202024%20for%20CMHIS%20(GEN).pdf

Schedule 3B: NHBP 2025 for CMHIS (EP)

Schedule 3B may be accessed at:
https://cmhis.nagaland.gov.in/docs/N-HBP%202024%20for%20CMHIS%20(EP).pdf

Schedule 3C: Guidelines for Unspecified Packages

1. **All unspecified packages:** To ensure that beneficiaries are not denied care, for treatments/procedures that do not feature in the listed interventions, there is an exclusive provision that has been enabled in the TMS (transaction management system) for blocking such treatments, subject to satisfying certain defined criteria (as mentioned).

2. Unspecified packages can be booked under the following circumstances:

    a. Compulsory pre-authorization is in-built while selecting this code for blocking treatments.
    b. Cannot be raised under multiple package selection.
    c. Government reserved packages cannot be availed by private hospitals under this code.
    d. Preauthorization Panel Doctor (PPD)/ Claims Panel Doctor (PPD) may reject such claims on these grounds. In addition, the SHA may circulate Government reserved packages to all hospitals. Further, States need to establish suitable mechanisms to refer such cases to the public system – to avoid denial of care.
    e. Cannot be booked for removal of implants, which were inserted under the same Policy. Exceptions where removal of implants is not covered under any other package, to be approved by State Health Agencies
    f. In the event of portability, the home state approval team may either reject if a government reserved package of the home state is selected by a private hospital in the treating state or consider on grounds of ‘emergency’.
    g. Aesthetic treatments of any nature cannot be availed under this code or as such under any other listed codes. Only medically necessary with functional purpose/ indications can be covered. The procedure should result in improving/restoring bodily function or to correct significant deformity resulting from accidental injury,

trauma or to address congenital anomalies that have resulted in significant functional impairment.

h. Individual drugs or diagnostics cannot be availed under this code. Only LISTED drugs and diagnostics with fixed price schedules, listed under the drop down of respective specialties, are included for blocking treatments.

3. None of the treatments that fall under the exclusion list can be availed viz. individual diagnostics for evaluation, out-patient care except otherwise listed out in the NHBP 2025, drug rehabilitation, cosmetic/ aesthetic treatments, vaccination, hormone replacement therapy for sex change or any treatment related to sex change, any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc. unless arising from disease or injury and which requires hospitalization for treatment etc.

4. However, for life threatening cases e.g., of suicide attempt or accident due to excess consumption of alcohol, treatment shall be provided by the hospital till the patient's condition stabilizes.

5. In case the State is getting multiple requests for the same unspecified package from multiple hospitals or for multiple patients, then the same should be taken up with the Medical Committee for inclusion in the package master for that State within a defined time frame as per the State.

6. For deciding on the approval amount, the PPD may consider the rate of closest match of the requested surgery, in listed packages. It should be noted that the amount approved by the PPD would be sacrosanct, to be communicated to the hospital, and the CPD would not be able to deduct any amount or approve partial payment for that claim.

7. Unspecified package above Rs 1 lakh to Rs 5 lakh: For State to utilize the unspecified package above Rs 1 lakh, it is to be ensured that the same is approved only in (a) exceptional circumstances and / or (b) for life saving conditions.

8. Exceptional circumstances may include:
    a. Rare disease conditions or rare surgeries.
    b. Procedure available under NHBP 2025 in a different specialty but not available in the treating specialty.
    c. Procedure available under NHBP 2025 in a specialty for which the hospital is not empaneled.
    d. Other conditions / treatments which are not excluded under the AB PM-JAY CMHIS but not listed in NHBP 2024.
    e. Life-saving conditions may include Emergencies or life-threatening conditions

9. A Standing Medical Committee (SMC) will be constituted by the CEO of the SHA to provide inputs on requests received for unspecified surgical packages among their other deliverables.

10. While it is difficult to define all the situations where unspecified surgical package may be used or the upper limit for booking the package, but it can be allowed if it is approved by medical committee of the SHA comprising of experts from public hospitals. Condition for booking such package should also be mentioned as described above. The broad SoP for processing the requests for booking of Unspecified Surgical Packages(USP) shall be as follows:
    a. Every USP, before being put up to the competent authority, shall be examined by the medical cell of the SHA.
    b. The request for approving USP along with the opinion of the medical cell shall be placed before the competent authority for approval. The competent authority for approving such requests shall be:
        (i) Chief Executive Officer, SHA: For USPs upto Rs. 1 lakh
        (ii) Addl. Chief Secretary/ Principal Secretary/ Secretary (Health& Family Welfare) of respective State/UT: For USPs between Rs. 1 lakh to Rs. 5 lakh

    c. Approval shall be done after taking inputs from the SMC, with details of treatment and pricing that is duly negotiated with the EHCP. This recommendation should have Insurance Company's concurrence, wherever applicable.

    d. The price should be based on the principle of case-based lump-sum rate that includes all investigations, procedure cost, consumables, post-op care and applicable incentive to the hospital included – preferably citing rates as ceiling from any government purchasing scheme like CGHS etc., if available.

    e. The turnaround time for the entire activity shall be 48 hours to ensure that the beneficiary is provided prompt treatment.

Schedule 3D: Differential package pricing guidelines for EHCPs

1. Differential Package Pricing for PM-JAY empanelled hospitals using *NHBP 2025 for CMHIS (GEN).*

EHCPs fulfilling the criteria set forth in the table below shall be eligible for incentives which is a percentage mark up on the base package price:

S. No.	Criteria	Incentive (Over and above base procedure rate)
1	AB PM-JAY Bronze certification	5%
2	Entry level NABH / AB PM-JAY Silver certification	10%
3	Full NABH / JCI accreditation/ NQAS certification/ AB PM-JAY Silver certification	15%
4	Situated in Delhi or some other Metro*	10%
5	Aspirational district	10%
5	Running PG / DNB course in the empaneled specialty	10%

*Classification of Metro Cities:

1. Delhi (including Faridabad, Ghaziabad, Noida, and Gurgaon)
2. Greater Mumbai
3. Kolkata
4. Bangalore/Bengaluru
5. Pune
6. Hyderabad
7. Chennai
8. Ahmedabad

2. Differential Package Pricing for CMHIS(EP) empanelled hospitals using *N-HBP 2025 for CMHIS (EP).*

EHCPs fulfilling the criteria set forth in the table below shall be eligible for incentives which is a percentage mark up on the base package price:

Incentive Criteria	Incentive Gradation Above CGHS Base Package Rate[a]
1. Full NABH/ Joint Commission International (JCI) Accreditation	15%
2. Entry Level NABH / NQAS Certification	10%
3. Running PG / DNB Course in the Empaneled Specialty	10%
4. Location Based incentives as follows	
a. Private Hospitals in Nagaland	40%

b. Semi private Hospitals in Nagaland	30%
c. Public Hospitals in Nagaland	0%
d. Hospitals outside the state-Tier 1 cities	30%
e. Hospitals outside the state-Tier 2 cities	20%
f. Hospitals outside the state-Tier 3 cities and below	10%
5. NABL (for Lab Diagnostics / Investigation Procedures)	15%

These percentage incentives are added by compounding. However, Hospitals eligible for both NABH and NQAS related incentive will be incentivized under NQAS only.

Details on how to apply Incentives is provided in Schedule 3F

3. Differential Package Pricing for GOI hospitals empanelled under CGHS i.e., all AIIMS hospitals,

GOI hospitals empanelled under CGHS i.e., all AIIMS hospitals for treatment of Government Employees/Pensioners/ex-Legislators/other Government Officials shall be at prevalent CGHS rates for the empanelled hospital, including incentive for NABH accreditation.

Schedule 3E: Tata Memorial Centre/Hospital(TMC/TMH), Mumbai rates

a. https://tmc.gov.in/tmh/PDF/Schedule_ch/SOC2021-v3.pdf

Schedule 3F: Guidelines on Health Benefit Packages under ABPMJAY-CMHIS

In continuation of all previously issued Office Memorandums on this subject, it is hereby notified that the revised guidelines for the Health Benefit Package under AB PM-JAY CMHIS shall be implemented with effect from 1st May 2025, as outlined below:

I. AB PM-JAY CMHIS (GEN) - Health Benefit Package

The AB PM-JAY/CMHIS (GEN) Health Benefit Package shall continue to adhere to the National Health Authority (NHA) HBP 2022 with the existing state-modified package rates. However, the state-specific package for Normal Vaginal Delivery (Package Code: NAG008) shall be exclusively reserved for public hospitals.

1.1 Multiple surgical package : In case a Beneficiary is required to undertake multiple surgical procedures in one OT session, then the procedure with highest rate shall be considered as the primary package and reimbursed at 100%, thereupon the 2nd surgical procedure shall be reimbursed at 50% and any follow procedures thereafter shall be reimbursed at 25% of package rate.

II. CMHIS(EP) - Health Benefit Package

1. Room rents

Room rents shall be as per the revised CGHS room rent rates as follows:

Room category	CGHS base rate	Private/semi private hospitals @ CGHS Rate	Rate for public hospitals (30% of CGHS rate)
private ward	4500	4500	1350
semi-private ward	3000	3000	900
General ward	1500	1500	450

2. Incentive Structure and guidelines

2.1. Incentive Criteria and Gradation for Surgical Packages and Dialysis:

Incentive Criteria	Incentive Gradation Above CGHS Base Package Rate[a]
6. Full NABH/ Joint Commission International (JCI) Accreditation	15%
7. Entry Level NABH / NQAS Certification	10%
8. Running PG / DNB Course in the Empaneled Specialty	10%
9. Location Based incentives as follows	
g. Private Hospitals in Nagaland	40%
h. Semi private Hospitals in Nagaland	30%
i. Public Hospitals in Nagaland	0%
j. Hospitals outside the state-Tier 1 cities	30%
k. Hospitals outside the state-Tier 2 cities	20%
l. Hospitals outside the state-Tier 3 cities and below	10%

10. NABL (for Lab Diagnostics / Investigation Procedures)	15%

a. **Base Package Rate**: Nagaland HBP for CMHIS (EP) is based on the revised CGHS rates. The published rates for surgical and dialysis packages shall be of semi-private room rate, with 10% below published rates for general wards and 15% above published rates for private room rates.

2.2. Incentives configured in the system (TMS) Please note that in the transaction Management system, for ease of configuration, the base rates shown will be for semi-private room in tier 2 cities, accordingly incentives will be displayed in TMS as below:

Incentive Criteria	TMS Incentive
11. Full NABH/ Joint Commission International (JCI) Accreditation	15%
12. Entry Level NABH / NQAS Certification	10%
13. Running PG / DNB Course in the Empaneled Specialty	10%
14. Location Based incentives as follows	
a. Private Hospitals in Nagaland	20%
b. Semi private Hospitals in Nagaland	10%
b. Public Hospitals in Nagaland-District Hospital	-20%
c. Hospitals outside the state-Tier 1 cities	10%
d. Hospitals outside the state-Tier 2 cities	0%
e. Hospitals outside the state-Tier 3 cities and below	-10%
15. NABL (for Lab Diagnostics / Investigation Procedures)	15%

2.3. Percentage-based incentives are compounded during calculation.

2.4. The following exclusions to incentives shall be applicable:

2.4.1. No incentives shall be applicable for treatment cost booked under unspecified packages unless the package rate reference is taken from PMJAY -CMHIS (GEN) & CGHS rate.

2.4.2. Location-based incentives shall be applicable only for surgical procedures and dialysis.

2.4.3. Quality-based incentives shall apply to surgical procedures, dialysis, and room charges (under medical per-day packages).

2.5. Incentives are not applicable for the following:

- Medicines and consumables (booked at actual cost or NPPA rates if applicable whichever is lower)
- Implants

3. Post-surgical hospitalization (drugs/consumables/investigations) costs are capped at ₹10,000 in addition to the fixed surgical package. Medicine and cost shall be subject to actual cost or NPPA rate whichever is lower.

4. Surgical package rates are inclusive of all procedures, diagnostics, medicines, consumables, and room rent. ICU charges (beyond the length of stay fixed for the package) can be billed separately if justified by the treating doctor.

5. Radiation package : The number of fractions for each radiation package under CMHIS(EP) will be determined according to the ABPMJAY-CMHIS (gen) master health benefit packages, which specify a fixed number of fractions. For any additional fractions beyond the fixed number, payment will be made on a pro-rata basis for each fraction. However, if the prescribed dosage matches the quantity specified in the package or follows the standard regimen but is administered in fewer fractions, and the treating doctor provides justification for this, the full fixed package rate will still apply, even if the number of fractions is lower than the prescribed amount.

6. Rates for oncological surgical procedures not listed in the Master Package shall follow Tata Memorial Hospital (TMH) rates. Incentives shall not apply to TMH rates.

7. Immunotherapy/Targetted Therapy under Medical Oncology Packages shall be capped at Rs. 10,00,000 only per household per policy year.

8. Implant costs exceeding package rates due to patient preference must be borne by the patient with written consent.

9. If the beneficiary insists on room facility which is beyond his/her entitlement, the additional cost beyond the entitled room rent will be borne by the patient provided a written consent is obtained from the concerned patient.

10. If the beneficiary wants to undertake a diagnostic test(s) which is not related to the ongoing treatment or health event, the cost of the diagnostic test(s) will be borne by the patient.

11. In case a Beneficiary is required to undertake multiple surgical procedures in one OT session, then the procedure with highest rate shall be considered as the primary package and reimbursed at 100%, thereupon the subsequent surgical procedure shall be reimbursed at 50% of package rate.

12. Claims involving multiple surgical packages exceeding three procedures shall be processed only upon obtaining approval/clearance from the State Medical Committee (SMC) under the ABPMJAY-CMHIS scheme.

Schedule 4: Exclusions to the Benefits under the Policy

Ayushman Bharat PM-JAY and CMHIS shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

a. Condition that does not require hospitalization and can be treated under Out Patient Care, unless featuring in the NHBP 2025.

b. Except those expenses covered under pre and post hospitalisation expenses, further expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes only during the hospitalized period and expenses on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician.

c. Any dental treatment or surgery which is corrective, prosthetic, cosmetic procedure, filling of tooth cavity, root canal including wear and tear of teeth, periodontal diseases, dental implants etc. are excluded. Exception to the above would be treatment needs arising from trauma / injury, neoplasia / tumour / cyst requiring hospitalisation for bone treatment.

d. Any assisted reproductive techniques, or infertility related procedures, unless featuring in the NHBP 2024.

e. Vaccination and immunization

f. Surgeries related to ageing face & body, laser procedures for tattoo removals, augmentation surgeries and other purely cosmetic procedures such as fat grafting, neck lift, aesthetic rhinoplasty etc

g. Circumcision for children less than 2 years of age shall be excluded (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident)

h. Persistent Vegetative State: a condition in which a medical patient is completely unresponsive to psychological and physical stimuli and displays no sign of higher brain function, being kept alive only by medical intervention.

Schedule 5: AB PM-JAY CMHIS Copayment guidelines

All AB PM-JAY CMHIS beneficiaries shall have the option to use other sources of funding over and above AB PM-JAY CMHIS wallet (if required) for availing healthcare services as provided in Schedule 5.

a. through self-contribution in case the beneficiary wallet has insufficient balance for availing any package listed under AB PM-JAY CMHIS ;
b. topping the beneficiary wallet by availing beneficiary entitlement under some other scheme i.e. Rashtriya Arogya Nidhi (RAN) / Health Ministers' Discretionary Grant (HMDG) or other Central or State sponsored scheme.
c. through self-contribution in case of such packages where the cost of package itself is higher than Rs. 5 lakhs e.g., lungs transplant.

To avoid any abuse of co-payment provision, following checks and balances are being put in place:

a. All such requests should be processed on AB PM-JAY IT platform.
b. Copayment shall be triggered only in cases where the beneficiary wallet is insufficient for booking any package and there is a willingness on part of beneficiary to make the additional payments or it can be topped up through some other Central/ State scheme wallet.
c. For availing co-payment option, beneficiary consent shall be mandatory, which shall have to be recorded in writing duly signed by the beneficiary or his/her guardian. Such consent must be uploaded on IT platform and preserved for audit purpose. NHA shall shortly share the standard formats for recording the consent.
d. CEO, SHA shall be the competent authority to approve any request for availing funding from other sources including from beneficiary pocket. In case of using other scheme wallet, decision of CEO, SHA has to be subsequently concurred by the concerned authority (if any) responsible for approvals under another scheme.
e. Co-payment option will not be available for unspecified procedures or for packages under exclusion category of NHA/ SHA.
f. All such cases will be mandatorily audited by NAFU. Details of such audit report must be presented during the subsequent Executive Committee/Governing Board meetings of NHA and respective SHA.
g. Punitive action will be taken as per guidelines against EHCPs found to have coerced beneficiary for co-payment or misused the option of availing additional co-funding from another scheme.
h. Additionally, all expenditure related to the treatment of families belonging to Category 3 (GoN employees and other Officials, and serving Parliamentarians/Legislators) over and above the sum insured shall be paid directly by the beneficiary to the hospital and they will seek reimbursement from the state government as per its extant policies.

Schedule 6: List of hospitals currently empaneled under AB PM-JAY CMHIS
https://cmhis.nagaland.gov.in/pages/hospitals-empanelled-hospitals

Schedule 9: Premium Payment Guidelines for Beneficiary Category 1 and Beneficiary Category 2

1. The State Government shall release the premium for implementation of AB PM-JAY CMHIS into a designated escrow account.

2. Stages of Release of Premium**:** State Health Agency (SHA) will, on behalf of the Beneficiary Family Units that are targeted/identified by the SHA and covered by the Insurer, pay the Premium for the Cover to the Insurer in accordance with the following schedule:

2.1 First instalment of Premium - The Insurer, upon the issue of policy, shall raise an invoice for the first instalment of the Premium payable for the Beneficiary Family Units that have been identified or based on the minimum commitment of the SHA as per Clause 3.3 of the Insurance Contract, whichever is more, which shall cover the first 6 months of the policy period. Thereupon, the State shall upfront release 45% of their respective share viz, on the number of eligible families that have been identified into the designated account of the Insurance Company.

2.2 Second instalment for States: The Insurer upon the completion of 5 months shall raise an invoice for the second instalment of the Premium payable for the Beneficiary Family Units that are identified, which shall cover the next 4 months of the Policy period. The State within 15 days upon the receipt of invoice from the insurance company, shall release their 2nd instalment of premium i.e., 45% of their respective share into the designated Insurance Company account.

2.3 Third Instalment for the state: Upon completion of 9 Months of Policy, the Insurer shall submit a self certified Claim Settlement Report of the first 9(nine) months of the policy period along with the invoice for the last instalment which shall be for the last 2 months of the policy period of the Premium payable for the Beneficiary Family Units under Beneficiary Category 1 and Category 2. The SHA, upon receipt of the Claim Settlement report from the Insurer and verification against Data available with it and due satisfaction of permissible claim settlement ratio, release the remaining due premium of 10% or the proportionate premium based upon the claim settlement scenario, as the case may be into the escrow account.

2.4 Within 15 days of the release of State Share Premium, SHA shall raise the proposal to the Central Government for the release proportionate Central Share premium. The same shall be paid to the Insurer on receipt of Central Share funds from the Central Government.

3. No Separate Fees, Charges or Premium

The Insurer shall not charge any Beneficiary Family Unit or any of the Beneficiaries any separate fees, charges, commission or premium, by whatever name called, for providing the benefits.

Schedule 10: Portability guidelines

1. An EHCP under the AB PM-JAY CMHIS in Nagaland should provide services as per AB PM-JAY CMHIS guidelines to beneficiaries from any other states participating in AB PM-JAY under portability feature of the Scheme.

2. Similarly, all the AB PM-JAY and CMHIS(GEN) beneficiaries will be eligible to get treatment outside the state at PM-JAY empaneled hospitals.

3. Any empaneled hospital under the CMHIS (GEN) will not be allowed to deny services to any AB PM-JAY beneficiary. All interoperability cases shall be mandatorily under pre-authorization mode and pre-authorization guidelines of the treatment delivery state in case of AB PM-JAY implementing States or indicative pre-authorization guidelines as issued by the NHA, shall be applicable.

4. Portability for non AB PM-JAY beneficiaries under CMHIS (GEN) category will have the same rules applicable as for AB PM-JAY beneficiaries under portability.

5. **For CMHIS(EP) beneficiaries outside the state:** They can avail treatment in all CMHIS(EP) empaneled hospitals across the country. They shall not be allowed to charge patients for any cost related to treatment, consumables, and components included in the packages.

   For CGHS empaneled hospitals offering treatment to the CMHIS (EP) beneficiaries i.e., GOI hospitals- all AIIMS hospitals, empanelled under CGHS and extending benefit to CMHIS (EP) beneficiaries, the CGHS rates applicable for the booked procedure/package shall be used to reimburse claims.

6. If a hospital is empaneled for both CMHIS (GEN) and CMHIS (EP), the hospital will admit the patient under the Scheme of entitlement of the beneficiary.

7. The CMHIS(EP) hospitals shall be empaneled through NHA Convergence platform and Insurance Company shall be responsible for providing on-ground/field level support for onboarding the hospitals, supported by the SHA as required.

8. For portability, the following key aspects will be applicable:

8.1 Claim Settlement: A claim raised by the empaneled hospital will first be received by the Trust/Insurer of the Treatment State which shall decide based on its own internal processes. The approval of the claim shall be shared with the Home State Insurance Company/Trust which can raise an objection on any ground within 3 (three) days. In case the Home State

raises no objection, the Treatment State IC/Trust shall settle the claim with the hospital. In case the Home State raises an objection, the Treatment State shall settle the claim as it deems fit. However, the objection of the Home State shall only be recommendatory in nature and the Home State shall have to honor the decision of the Treatment State during the time of interagency settlement.

8.2 Fraud Management: In case the Trust/Insurer of the home State of beneficiary has identified fraudulent practices by the empaneled hospital, the Trust/Insurer should inform the SHA of the Treatment State of EHCP along with the supporting documents/information. The SHA of the Treatment State shall undertake the necessary action on such issues and resolution of such issues shall be mediated by the NHA during the monthly meetings.

8.3 Modifications: The above guidelines will be detailed/updated by the SHA which will be binding on the insurer. The guidelines may be updated from time to time by the SHA.

Schedule 11: Key Performance Indicators (KPIs)

1. The Insurer is obliged to maintain its performance and obligations under this Insurance Contract to the SHA. The Insurer hereby agrees that the SHA shall measure and monitor its performance against a set of Key Performance Indicators (KPI).

2. The SHA shall use three types of KPIs for performance monitoring of the Insurer. These shall be known as **Initial Setting up KPIs** (presented as Schedule 11A), **Performance KPIs** (presented as Schedule 11B) and **Payment KPIs** (presented as Schedule 11C).

3. Each of the Schedules 11A, 11B and 11C contain detailed instructions on how the performance will be measured, how KPIs values shall be calculated and all other relevant details. The Insurer hereby agrees that the SHA shall use the methodology and the approach.

Schedule 11A: Initial Setting up KPIs

No.	Performance aspect covered	KPI	Explanation for measuring KPIs	Data source/evidence	Penalty to be paid by the Insured to the SHA	Calculation
KPI 1	**State Project Office (SPO) and staff**	Fully functional SPO of the Insurer set up in the capital city of Kohima within 30 (thirty) days of signing this Insurance Contract.	Setting up of the SPO shall be defined as: 1. Availability of physical office space that is functional. 2. Appointment of State Project Head and other staff as per the details in Schedule 15. 3. For those Insurers who already have a branch office in Kohima and meet the staffing requirement as per the details in Schedule 15, this KPI shall be deemed to fulfilled.	1. A sworn undertaking of fulfilment of this KPI to the CEO-SHA. 2. Curriculum Vitae and redacted appointment letters of all such appointed staffs.	Rs. 25,000 per week of delay or part thereof in setting up of the fully functional SPO.	No. of Calendar days of delay: **D** **Penalty amount** = (D/7)*25000

Schedule 11B: Performance KPIs

No.	Performance aspect covered	KPI	Turn-around time (TAT) / KPI threshold	Explanation for measuring KPIs	Data source/evidence	Penalty to be paid by the Insured to the SHA	Calculation
KPI 2	**E-card verification and approval**	At least 95% of the AB PM-JAY CMHIS E-cards have been verified/approved by the Insurer within the prescribed TAT threshold	30 minutes of its receipt on the BIS Portal	The SHA shall measure this KPI each month, and penalties, if any, shall be payable by the SHA within 7 (seven) days of receiving the Penalty Notice.	Data generated from the BIS /State Data Warehouse. All transactions in the BIS module is time stamped and this shall be used for generating the performance report on this indicator.	Rs 100 of each card delayed beyond TAT indicated in the KPI.	**Penalty amount** = No. of verifications/approvals that were issued after the TAT X Rs 100.
KPI 3	**Pre-authorization**	% of pre-authorization requests on which the Insurer has acted upon as per Scheme	95%	(For calculation, monthly delayed preauthorization amount shall be the amount for delayed pre-authorizations	TMS	If the performance is 95% or more, NO PENALTY. **If the performance is**:	*Illustration:* If the IC handled 100 preauthorization in the month and failed to meet TAT for 16 cases, 20% preauthorization amount

No.	Performance aspect covered	KPI	Turn-around time (TAT) / KPI threshold	Explanation for measuring KPIs	Data source/evidence	Penalty to be paid by the Insured to the SHA	Calculation
		guidelines within the prescribed 6 (six) hours. (6 hours threshold as per the Transaction Management System)		for the admissions in that month. Penalty shall be calculated on this amount and Insurer shall pay the penalty as per Penalty Notice per quarter)		1. **90% or more and less than 95%**: 5% of the sum total of all preauthorization requested amount that were delayed beyond the TAT. 2. **85% or more and less than 90%:** 10% of the sum total of all preauthorization requested amount that were delayed beyond the TAT.	of only these 16 cases will be charged as penalty. Even if the preauthorization is rejected, not meeting the TAT will invite the penalty. *<u>Examples</u>:* In case of claims processing, TAT will be determined as days during which claim is with IC (Excluding the days claim is pending at EHCPs end) *Example: 1* *The day EHCP raises claim will be treated as Day 1*

No.	Performance aspect covered	KPI	Turn-around time (TAT) / KPI threshold	Explanation for measuring KPIs	Data source/evidence	Penalty to be paid by the Insured to the SHA	Calculation
						3. **Below 85%:** 20% of the sum total of all preauthorization requested amount that were delayed beyond the TAT.	*If IC raises query on Day 4,* *and EHCP complies with query on Day 10,* *IC acts (accepting or rejection of claim) on Day 12* *Payment on Day 15* *in this case (4-1=3) days + (15-10=5) days, hence TAT determined is 3+5=8 days* *<u>Example 2</u>:* *The day EHCP raises claim will be treated as Day 1* *If IC raises query on Day 4,* *and EHCP complies with query on Day 10,*

No.	Performance aspect covered	KPI	Turn-around time (TAT) / KPI threshold	Explanation for measuring KPIs	Data source/evidence	Penalty to be paid by the Insured to the SHA	Calculation
							IC raises another query on Day 11 *EHCP complies with second query on Day 14* *EHCP accepts approves the claim on Day 16* *Payment on Day 17* *In this case (4-1=3) days + (11-10=1) days+ (17-14=3) days, hence TAT determined is 3+1+3=7 days*
KPI 4	**Scrutiny, Claim processing and payment of the claims**	% of claims processed and paid within 7(Seven) days of claims submission for claims within the state; and 30 (thirty) days for	100%	**APPLICABILITY**: Not applicable if the delay in payment is on account of delays in payment of premium by the SHA to the Insurer. However , Insurer shall calculate the	TMS	Insurer shall be liable to pay a penal interest to the EHCP at the rate of 0.1% for each claim amount for every day of delay or the part thereof on every claim delayed	*Illustration*: If the IC processed 100 claims in the month and failed to meet TAT for 16 claims, it will be liable to pay penalty of 0.1% for each claim per day of these 16 claims to EHCPs.

No.	Performance aspect covered	KPI	Turn-around time (TAT) / KPI threshold	Explanation for measuring KPIs	Data source/evidence	Penalty to be paid by the Insured to the SHA	Calculation
		portability claims.		amount of penalty due to delay in claim payment to the EHCP, and submit monthly.		beyond the prescribed timeline.	
KPI 5	**Delays in compliance to orders of the Grievance Redressal Committee (GRC)**	% of GRC orders that have not been complied with by the Insurer within 30 (thirty) days of the date of such GRC orders.	100%	-	1. GRC order date 2. Date on which the Insurer intimates the SHA with an Action Taken Report on the GRC order	Rs 25,000 per week of delay per GRC order or part thereof.	**Penalty amount per GRC order where there is a delay in compliance** = (D/7)*5000, Where, D = no. of days of delay in compliance

In addition to the existing KPIs, the following shall also apply:
1. Submission of UTR for all payments to hospitals within 24 hours of release.
2. Monthly payment reconciliation with all EHCPs and submission of Action Taken Report (ATR) to SHA by the 5th of each month.
3. Conducting visits to at least 20% of empanelled hospitals every month for handholding and audit, with submission of monthly visit reports

to SHA.
4. Monthly TDS deduction and deposit for private EHCPs, with quarterly TDS filing reports submitted to SHA within 5 days of filing.
Non-compliance with these KPIs for two consecutive quarters shall trigger invocation of the Performance Bank Guarantee and issuance of a Show Cause Notice.

Schedule 11C: Payment related KPIs

No.	Performance aspect covered	KPI	Minimum KPI threshold	Penalty to be paid by the Insured to the SHA
KPI 6	**Premium payment by the SHA**	Payment of premium by the SHA to the Insurer as per the schedule provided in Clause 12	For beneficiary Category 1 and 2, Payment to be made within the minimum number of days as per Schedule 9. For all other category of beneficiaries, payment to be made within 21 days of the receipt of the invoice by the SHA.	Interest @ 1% on due premium amount for every 30 days' delay beyond KPI threshold or part thereof shall be paid by the SHA to the Insurer
KPI 7	**Premium refund by the Insurer**	Refund of premium by the Insurer to the SHA as per the Premium Refund Notice issued by the SHA to the Insurer	Payment to be made within 30 days of the receipt of the Premium Refund Notice by the Insurer.	1.5% penal interest for every month of delay or part thereof if not received from IC by SHA within 30 days Return of Premium clause will be applicable as mentioned in the contract
KPI 8	**Payment of penalties by the Insurer**	Payment of penalties by the Insurer to the SHA as per the quarterly payment notice issued by the SHA to the Insurer.	1. Within 15 (fifteen) days from date of receiving the quarterly payment notice by the Insurer in case non contested payment. 2. Within 30 (thirty) days from date of receiving the quarterly payment notice by the Insurer in case the Insurer contests the levied penalty.	Interest @ 1.5% on due penalty amount for every 30 days delay or part thereof shall be paid as penal interest by the Insurer to SHA.

Schedule 12: Format of Actuarial Certificate for Determining Refund of Premium

[***On the letterhead of the Insurer/Insurer's Appointed Actuary***]

From:

[*Name of Appointed Actuary*]
[*Designation of Appointed Actuary*]
[*Address of Insurer/Appointed Actuary*]

Date: [●]

To:

Mr. [●]
CEO, State Health Agency

[***Insert Address***]

Dear Sir,

Sub: Actuarial Certificate in respect of Pure Claim Ratio of [*insert name of Insurer*] for Policy Cover Period [●] to [●]

I/We, [*insert name of actuary*], are/am a/an registered actuary under the laws of India and are/is licensed to provide actuarial services.

[*Insert name of Insurer*] (the **Insurer**) is an insurance company engaged in the business of providing general insurance (including health insurance) services in India for the last [●] years. I/We have been appointed by the Insurer as its Appointed Actuary in accordance with the IRDA (Appointed Actuary) Regulations, 2000.

The Insurer has executed a contract dated [●] with the State Health Agency for the implementation of the AB PM-JAY CMHIS (the **Insurance Contract**). The Premium payable by the State Health Agency under the Insurance Contract for the Policy Cover Period from [●] to [●] (**Previous Policy Cover Period**) is ₹ [●] (Rupees [*insert sum in words*] only).

In accordance with the Insurance Contract, we are required to certify the Pure Claim Ratio for the full 12 months of the Previous Policy Cover Period for all the districts within the Service Area.

I, [*insert name*] designated as [*insert title*] at [*insert location*] of [*insert name of actuary*] do hereby certify that:

(a) We have read the Insurance Contract and the terms and conditions contained therein.

(b) In our fair and reasonable view and based on the information available to us, the Pure Claim Ratio for the full 12 months of the Previous Policy Cover Period has been determined by us in accordance with the formula below:

$$\textbf{Pure Claim Ratio} = \frac{C}{P_T} \times 100$$

= [*insert calculation*]
= [*insert result*] %

For the purposes of the formula above:

P_T is the total Premium collected by the Insurer in the Previous Policy Cover Period for all the Beneficiary Family Units covered by it. It is calculated as the product of the Premium per Beneficiary Family Unit in the Current Policy Cover Period and the total number of Beneficiary Family Units covered by the Insurer in the Current Policy Cover Period, i.e., Rs. [●] (Rupees [*insert sum in words*] only).

C is the total Claims paid by the Insurer to the Empanelled Health Care Providers in the full 12 months of the Previous Policy Cover Period, i.e., Rs. [●] (Rupees [*insert sum in words*] only).

(c) In our fair and reasonable view and based on the information available to us, the Pure Claim Ratio of the Insurer in respect of all the districts within the Service Area in the full 12 months of the Previous Policy Cover Period is [●]% ([*insert sum in words*] percentage).

At [*insert place*]
Date: [*insert date*]

On behalf of [*insert name of Appointed Actuary*]
[*Name*]
[*title*]

Name and Counter Signature of Principal Officer of Appointed Actuary, along with Appointed Actuary's name and seal

On behalf of [*insert name of Appointed Actuary*]
[*Name*]
[*title*]

[*Note. This counter signature is only required if the Appointed Actuary is an external actuarial firm.*]

Schedule 13: Human Resource Requirements

The Insurer is obliged to deploy Human Resource as per the provisions below:
The Insurer shall ensure that it shall at all times during the Tenure of the Contract, maintain at a minimum, the following number of Personnel having, at a minimum, the prescribed qualifications and experience:

Table 1: Qualification for the manpower

S. No.	Designation	Number	Location	Minimum Qualification and experience	Brief Roles and Responsibilities
1	State Project Manager	1	SPO of IC	• At least Management diploma or MA/MS/M Com with at least 4 years of experience of managing a public insurance programme at the state level	• Overall coordinator of ICs operations in the state • Single contact point for SHA for any coordination purpose
2	State Medical Manager	1	SPO of IC	• MBBS/BDS with at least 5 years of work experience of managing a public insurance scheme	• Overall supervision and guidance to be provided to CPDs and PPDs
3	State Operations/Technical Coordinator	2	SPO of IC	• A bachelor's degree in engineering, science, arts, or commerce with experience of working in public	• Overall responsibility of the operations of the scheme , including but not limited to : • TMS for claims processing

				insurance projects	• BIS for beneficiary verification • Grievances and Fraud investigations
5	PPD	1. PPD Head 2. PPD Team - Minimum required to meet the TAT as per Schedule 11B.	SPO of IC/Centrally located	1. PPD Head- Minimum 1 years of clinical / Mass Insurance – related experience 2. PPD Team Medical Professional with the experience of insurance sector for 2 years	• Approve/assign/reject pre-auth request • Raise query/send for clarification to hosp. • Trigger investigation
6	CEX	Minimum required to meet the TAT as per Schedule 11B	SPO of IC/Centrally located	• A bachelor's degree along with the experience in the insurance sector for 3 years	• Verification on non-technical documents, reports, dates verification • Forward case to CPD for processing with inputs
7	CPD	1. CPD Head 2. Team - Minimum required to meet the TAT as per Schedule 11B.	SPO of IC/Centrally located	1. PPD Head- Minimum 1 years of clinical / Mass Insurance – related experience 2. PPD Team Medical Professional with the experience of insurance sector for 2 years	• Verification of technical information e.g., Diagnosis, clinical treatment, notes, evidence, etc. • Approve/assign/reject a claim • Raise query/as for clarification • Trigger investigation
9	Beneficiary Approver	Minimum required to meet the TAT as per Schedule 11B	SPO of IC/Centrally located	• Graduate in any stream	• Verification and approval of beneficiaries for Card issuance

Schedule 14: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non- Disclosure Agreement **("Agreement")** is entered into on this … day of _____, 2020**("Effective Date")** by and between:

State Health Agency,_____represented by the _____, having its office located at _____which expression shall, unless repugnant to the context, include its successors and assigns (hereinafter referred to **as "SHA")**

And

M/s. _____ a company registered under the Companies Act 1956 and having its registered office at _____ represented by Mr. _____ which expression shall, unless repugnant to the context include its successors (hereinafter referred as "**the Insurer**")

SHA and Insurer shall hereinafter be referred individually as Party/ as specified hereinabove and jointly as "**Parties**".

Whereas:

A. SHA is constituted with an objective of _____.
B. The Insurer is carrying on business of_____.
C. SHA is [contemplating engaging the services of the Insurer*)* for [specify Purpose] (the "Purpose") and for this Purpose, the Insurer shall come into contact with certain confidential information.
D. SHA desires to ensure that strict confidentiality is maintained by the Insurer regarding its relationship with SHA and regarding the confidential information which comes to the knowledge of Insurer in connection with the Purpose.
E. The Parties desire to set forth their rights and obligations with respect to the use, dissemination and protection of the confidential information accessed by the Insurer.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed as follows:

1. **Definitions**

In this Agreement, the following terms shall have the following meanings:

"Confidential Information" shall include all information or data, whether electronic, written or oral, relating to AB PM-JAY CMHIS Scheme , SHA 's business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, 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 SHA to the Insurer or otherwise acquired/ accessed by the Insurer during the course of dealings between the Parties or otherwise in connection with the Purpose. Confidential Information may also include the Confidential Information related to AB PM-JAY CMHIS Scheme, SHA 's/ other SHA's clients, licensors, alliances, contractors and advisors.

"Personal Data" and "Sensitive Personal Data" shall have the meanings as assigned to them under applicable law of India.

2. **Supply and Use of Confidential Information**

(a) The Insurer shall use Confidential Information only for the Purpose or in relation to the definitive written agreement between the Parties (if any or is subsequently entered) in connection with the Purpose, pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the business objective relating to the Purpose or the termination/ expiry of such definitive written agreement in connection with the Purpose, and upon the written request of SHA, an authorized officer of the Insurer shall promptly, at the option of SHA, either return to SHA or destroy all Confidential Information in the Insurer's possession or control and shall certify to SHA as to such return or destruction.

(b) The Insurer shall not disclose the Confidential Information to any third party without SHA 's prior written consent. The Insurer may disclose the Confidential Information to its employees, on a strict need to know basis in connection with the Purpose provided such employees are bound under confidentiality agreements which are at least as restrictive as this Agreement.

(c) The Insurer shall exercise the same degree of care with respect to SHA 's Confidential Information as the Insurer takes to safeguard and preserve its own confidential and/or proprietary information provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure of the Confidential Information, the Insurer shall immediately notify SHA in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the Insurer's obligations or liabilities for breach hereunder.

(d) The Insurer shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place, within the Insurer's organization, to prevent any unauthorized or unlawful disclosure or processing of Confidential Information and the accidental loss or destruction of or damage to such Confidential Information. The Insurer will comply with applicable data protection and privacy legislation in this regard.

(e) To the extent it is a transferee of Personal Data from SHA, the Insurer shall be under and shall assume identical and/or similar obligations that of SHA under the applicable data protection and privacy legislation in this regard relating to such Personal Data.

(f) The Insurer shall notify SHA forthwith from the time it comes to the attention of the Insurer that Confidential Information (including Personal Data) transferred by SHA to it has been the subject of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, or any other unlawful forms of processing. The obligation contained above shall survive any termination/expiration of the Agreement.

3. **Limitations**:
   This Agreement shall not restrict disclosure of information that, the Insurer can evidence through sufficient documentation:

(a) was, at the time of receipt, otherwise known to the Insurer without restrictions as to use or disclosure; or

(b) was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the Insurer.

4. **Exclusion:**

The Insurer may disclose Confidential Information, strictly to the extent such disclosure is compulsorily required under applicable law (including court order), to a regulatory authority or a court of law with competent jurisdiction over the Insurer, provided that the Insurer will first have provided SHA with immediate written notice of such required disclosure and will take reasonable steps to allow SHA to seek a protective order with respect to the Confidential Information required to be disclosed. The Insurer will promptly cooperate with and assist SHA in connection with obtaining such protective order.

5. **No Warranty:**
   SHA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION.
6. **No License:**
   No license or conveyance of any rights held by SHA under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.
7. **No Formal Business Obligations:**

This Agreement shall not constitute, create, give effect to, or otherwise imply (i) a joint venture, pooling arrangement, partnership, or formal business organization of any kind, or (ii) any obligation or commitment on SHA to submit a proposal or to enter a further contract or business relationship with the Insurer, or (iii) any obligation on SHA to disclose, supply or otherwise communicate any information, general or specific, to the Insurer. Nothing herein shall be

construed as providing for the sharing of profits or losses arising out of efforts of either or both Parties.

8. Confidentiality and Intellectual Property Notices:

The Insurer shall not (nor shall it permit or assist others to) alter or remove any confidentiality label, proprietary label, patent marking, copyright notice or other legend (singularly or collectively, "Notices") placed on the Confidential Information, and shall maintain and place any such Notices on applicable Confidential Information or copies thereof.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the Agreement shall be referred to the nominated senior representatives of both the Parties for resolution through negotiations. In case, any such difference or dispute is not amicably resolved within forty-five (45) days of such referral, it shall be resolved through Arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 and _____ shall be considered as sole Arbitrator to adjudicate the dispute between the Parties as per the Arbitration and Conciliation Act as amended from time to time. Arbitration shall be held in English and the venue of the Arbitration same shall be in Kohima. The award of the Arbitrator shall be final and binding on the Parties. The proceedings of arbitration, including arbitral award, shall be kept confidential. Subject always to the foregoing provisions of this paragraph, the competent High courts of Gauhati, Kohima bench shall have jurisdiction in relation to any dispute between the Parties under this Agreement.

10. Injunctive Relief and Damages:

The Insurer acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the SHA shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The SHA shall be entitled to pursue any other legally permissible remedy available because of such breach, including but not limited to damages, both direct and consequential. Additionally, the Insurer agrees to keep SHA indemnified against any losses or damages (including reasonable attorneys' fees) arising due to the breach of this Agreement by the Insurer.

11. Miscellaneous:

- **Amendment:** This Agreement may be amended or modified only by a written agreement signed by both Parties.
- **Relationship:** The Parties to this Agreement 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 for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the Insurer, the SHA or any third-party because of this Agreement.

- **Assignment:** Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
- **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- **Waiver:** Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

12. Termination and Survival:

This Agreement shall commence as of the date written above and shall remain in effect for a period 3 unless terminated earlier by SHA by (i) giving fourteen (14) days' written notice of termination to the Insurer at any time, or (ii) giving notice effective immediately following a breach by the Insurer. Notwithstanding the foregoing, any obligations imposed on the Insurer under this Agreement, including confidentiality obligations, that by their very nature survive the termination or expiry of this Agreement shall so survive the termination or expiry of this Agreement.

13. No Publicity:

No press release, advertisement, marketing materials or other releases for public consumption concerning or otherwise referring to the terms, conditions or existence of this Agreement shall be published by the Insurer. The Insurer shall not promote or otherwise disclose the existence of the relationship between the Parties evidenced by this Agreement or any other agreement between the Parties for purposes of soliciting or procuring sales, clients, investors, or other business engagements.

14. **Non-Solicitation:**

Except as may be otherwise agreed in writing between the Parties, during the term of this Agreement and for twelve (12) months thereafter, neither the Insurer nor any of its affiliates, shall offer employment to or employ any person employed (then or within the preceding twelve (12) months) by SHA if such person had interacted with the Insurer or its affiliates, directly or indirectly, in relation to the Purpose or was involved in performing responsibilities in relation to the Purpose.

15. **No Conflict:**

The Insurer represents and warrants that the performance of its obligations hereunder does not, and shall not, conflict with any of its other agreement or obligation to which it is bound.

16. **Entire Agreement; Counterparts:**

This Agreement together with any other definitive written agreement executed or to be executed between the Parties relating to the Purpose constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and made effective from the Effective Date first written above.

SIGNED for and on behalf of **SHA** By _____ Title _____ (authorized signatory) Date _____	SIGNED for and on behalf of **Insurer** By _____ Title_____ (authorized signatory) Date _____

Schedule 15: Individual Confidentiality Undertaking

UNDERTAKING

I, [*Insert Name*], the undersigned, acknowledge that as an employee/ staff of _____ ("**Insurer**"), I will be working as a team member of the company project team which is providing, or shall provide, certain services to State Health Agency (SHA) as per the terms and conditions of the Agreement dated _____.

In this regard, I confirm that I have fully read and understood all the terms and conditions of the Agreement executed between SHA and Insurer, to the contents below. With effect from _____], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalized terms contained in this letter shall have the meaning attributed to them under the Agreement.

Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. I shall not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee or partner of Insurer or other Insurer Firms, other than those working or advising on the Services or those who need to access such information on a strict need to know basis.

2. If approached by any third party or Insurer employee/staff (where such employee/ staff do not require access to the Confidential Information on a need-to-know basis) to provide any Confidential Information relating to the Services, I shall immediately inform the Insurer and/or SHA and shall not disclose any such information unless approved.

3. I shall not remove or destroy any documents, data, files or working papers in whatsoever form (including but not restricted to any in electronic form) in respect of the Services, without the written consent of Insurer.

4. If I leave the employment of Insurer or my association with Insurer gets terminated, I shall not discuss/ disclose thereafter any Confidential Information with/ to any other party.

5. I voluntarily waive all my rights and disclaim my ownership on any work and/or deliverables to be performed while deployed at Insurer/ SHA for the purposes of Agreement.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with Insurer. I acknowledge that I will be personally liable for

any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with Insurer.

Signature: _____

Name (in block letters): _____
Mother's/Father's name:……..
Address: ……..
Aadhaar: ……..

Telephone #: _____

Date: _____
Attach : Self-attested copy of the Aadhaar Card + 1 more government issued ID