Rs. 100/- Non-Judicial Stamp Paper

AGREEMENT

BETWEEN

NAGALAND HEALTH PROTECTION SOCIETY
AND
EMPANELLED HEALTH CARE PROVIDER (EHCP) FOR IMPLEMENTATION OF AYUSHMAN BHARAT PRADHAN MANTRI JAN AROGYA YOJANA (AB PM-JAY)/ CHIEF MINISTER HEALTH INSURANCE SCHEME (CMHIS) GENERAL CATEGORY/EMPLOYEES & PENSIONERS CATEGORY

This Agreement (hereinafter referred to as "Agreement") made at _____ on this _____ day of _____ 2025.

BETWEEN

Nagaland Health Protection Society, a Society/ Trust registered by the State Government of Nagaland and having its registered office at the Directorate of Health & Family Welfare, Below Nagaland Civil Secretariat, Kohima (hereinafter referred to as "SHA" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, affiliate and assigns) as party of the FIRST PART.

AND

_____ (Empanelled Health Care Provider or EHCP) an institution located in _____, having their registered office at _____ (here in after referred to as "EHCP", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and permitted assigns) as party of the SECOND PART.

AND

_____, a Company registered under the provisions of the Companies Act, 1956 and having its registered office _____ (hereinafter referred to as "Insurer" which

expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors, affiliate and assigns) as party of the THIRD PART.

The EHCP, SHA and Insurer are individually referred to as a "Party" or "party" and collectively as "Parties" or "parties"

WHEREAS

A. Complementing the existing National Flagship scheme- Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY), the Government of Nagaland, herein referred to as the State Government, launched the Chief Minister Health Insurance Scheme (CMHIS) in 2022 herein referred to as the Scheme, to extend health insurance coverage to residents not covered under AB PM-JAY, ensuring financial protection and access to medical care. The scheme has two components: (a). CMHIS (EP) with insurance cover of Rs. 20.00 lakh per family per annum, covers government employees, pensioners, and ex-legislators and (b). CMHIS (General) with insurance cover of Rs. 5.00 lakh per family per annum, covers other residents not included in AB PM-JAY or the EP category.

B. The Chief Minister Health Insurance Scheme (CMHIS) – Employees and Pensioners (EP) component, including its Health Benefit Package, is designed in accordance with the framework of the Central Government Health Scheme (CGHS) and is integrated with the Convergence platforms of the National Health Authority (NHA). The CMHIS – General (GEN) component, including its Health Benefit Package, is designed in conformity with the guidelines of the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) and is on-boarded onto the AB PM-JAY Information Technology (IT) platforms.

C. The State Government has set up an agency called the Nagaland Health Protection Society (NHPS), commonly referred to as the State Health Agency (SHA), for the implementation of CMHIS and AB PM-JAY, collectively referred to as the 'Schemes' in the State of Nagaland.

D. The Schemes is either implemented in 'Trust Mode /Assurance Model' or in Insurance Model.

In 'Trust Mode /Assurance Model', the SHA directly implements the scheme without involving insurance companies and shall be the 'Insurer'. The financial risk is borne by the government, and the SHA reimburses healthcare providers directly.

In 'Insurance Model', the Schemes implementation is contracted out to insurance company(s) registered with Insurance Regulatory and Development Authority and is selected by SHA. The SHA will enter into an agreement with the selected Insurance company(s), wherein the SHA shall pay the premium to the selected Insurance company(s) and the selected Insurance company(s) will be the 'Insurer' for the financial risk cover in providing the health insurance benefits/ services to identified Beneficiaries covered under Schemes and shall be responsible for claim processing and payment of claims to the empanelled hospitals.

In conformity with the AB PM-JAY guideline, the State Government will empanel eligible hospitals within the State only for delivery of benefits/services under AB PM-JAY. However hospitals empanelled for PM-JAY must cater to PM-JAY beneficiaries from other states outside Nagaland as per scheme guideline which is available in the CMHIS portal for download.

E. The First and Third Party upon satisfactory scrutiny of the applicant hospital's credentials and fulfilment of the Eligibility Criteria will accept the empanelment for providing health services under the Schemes

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this tripartite EHCP Agreement, the sufficiency and adequacy whereof is hereby acknowledged, and intending to be legally bound hereby, the Parties agree on the following terms and conditions as set out below:

1. **CMHIS(EP) and its implementation:** The First Party shall implement the Scheme through an Insurance Company known as the "Insurer", where the Insurer's obligation is to provide i) Risk Cover to CMHIS (EP) beneficiaries and ii) Claim adjudication and settlement of claims, for which the First Party has entered into a separate Contract with an Insurance Company. Under this contract, the Insurer is obliged to make payments to the Second Party based on approved claims.

2. **Benefits and Services to be provided by the Second Party ("Services")**: The Second Party shall provide all hospitalization services for clinical conditions and diseases requiring in-patient secondary and tertiary care hospitalization for medical and surgical interventions including day care treatment and diagnostic procedures as per the provisions of Schedule 1, subject to the provisions of Clause 2. The Second Party shall ensure that medical treatment/facility under this Agreement should be provided with all due care and accepted standards is extended to the Beneficiary.

3. **Second Party specialization**: The Second Party is empanelled for specialities as given in the undertaking in Schedule 5. The Second Party agrees that in future if it adds or foregoes any clinical specialty to its services, the information regarding the same shall be provided to the First Party through Hospital Empanelment Module, who then shall approve and communicate the modification status of the Second Party after due process.

4. **Cashless services:** The Second Party shall provide cashless Services to the CMHIS (EP) Beneficiaries. Cashless means that for the required treatment/interventions shall be as per package rates and no payment shall be made by the CMHIS beneficiary undergoing treatment/intervention or any of his / her family member till such time there is balance amount left in Sum Insured Amount (Wallet Balance).

5. **Charges for providing Services:** The FIRST PARTY through the "Insurer" THIRD PARTY shall reimburse the Second Party for Services provided as per the rates specified in Schedule 1- Health Benefit Package, subject to the conditions set out hereunder in this Clause 5:

   5.1. These Rates (in case of surgical or defined day care benefits) will include:

      a. Registration Charges;
      b. Bed charges;
      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 -
      f. Medicines and Drugs
      g. Pathology and radiology tests: radiology to include but not be limited to X-ray, MRI, CT-Scan, Endoscopy (GI tract, Respiratory tract, other systems) Mammogram, Hysterosalpingogram, ultrasound guided intervention. (as applicable)
      h. Food to patient
         Food provision: If the EHCP provides meals to the patient during in patient stay, this cost shall be included within the package rate.
      i. Pre and Post Hospitalisation expenses: Expenses incurred for consultation, diagnostic tests, and medicines before the admission of the patient in the same hospital and cost of diagnostic tests and medicines and up to 15 days of the discharge from the hospital for the same ailment/ surgery.
      j. The second party shall not be responsible to cover Any expenses not related to the treatment of the patient in the Second Party

   5.2. If the treatment cost is more than the balance Insurance Cover (Total Annual Sum Insured- 5 lakh for AB PM-JAY and CMHIS (GEN); 20 lakhs for CMHIS (EP)), available with the beneficiary family, then the remaining treatment cost will be borne by the CMHIS (EP) Beneficiary, however only as per the package rates defined in Schedule 1-HBP. The Second Party shall clearly communicate in advance about the additional payment to be made by the CMHIS Beneficiary.

5.3. If the Package Rate for a medical or surgical procedure requiring hospitalization or day care treatment is specified in Schedule 1-Health Benefit Package, then the Package Rate so fixed shall apply.

5.4. If the Package Rate for a surgical procedure requiring hospitalization or day care treatment is not listed in Schedule 1the Health Benefit Package, then on Second Party's request, the Third Party may pre-authorise an appropriate amount based on rates for similar procedures defined in Schedule 1-Health Benefit Package or based on other applicable national or state health insurance, provided such request(s) from Second Party are under the Unspecified Package code as per the Unspecified Package Guidelines of the Scheme.

5.5. Over and above the Package Rates defined in Schedule 1Health Benefit Package the Second Party shall be eligible for the incentives as per the criteria laid down in the table below:

{*to keep only the relevant applicable rows for the particular EHCP from below* }

No.	Incentive criteria	Eligible percentage	Second Party eligible or not at the time of signing this Agreement (Yes/No)
1	Full NABH/ Joint Commission International (JCI) Accreditation/ Entry Level NABH / NQAS Certification	15%/10%	
3	Running PG / DNB Course in the Empanelled Specialty	10%	
4	Hospitals located outside the state of Nagaland		
	Tier 1 Cities[1]	30%	
	Tier 2 Cities[2]	20%	
	Tier 3 Cities[3]	10%	
5	Private Hospitals based in Nagaland	40%	
6	Semi-Private Hospitals based in Nagaland (CIHSR	30%	

5.6. The compounded incentive eligible for the Second Party as per the Second Party's eligibility for incentive as set forth in the table on Clause 4.5 above is XX%. The compounded incentive set forth in this Clause may change at any time during the Term of this Agreement if the Second Party's incentive eligibility conditions as set forth in Clause 4.5 above change and the Second Party duly notifies the First Party of such change in writing and applied through the HEM for any Change (enhancement). The changed rate shall be effective from the date of approval by the First Part after due diligence of any such change notification from the Second Party and not retrospectively.

6. Obligations of the Second Party

6.1. **Helpdesk for Beneficiaries:** The Second Party shall nominate a "Single Point of Contact" to provide seamless services to the Scheme's Beneficiaries, and the same shall be communicated to the First Party. If Second Party has a dedicated Insurance helpdesk, the information about the scheme may also be included in the Second Party Helpdesk.

First Party

[1] Add list of tier 1 cities
[2] Add list of tier 2 cities
[3] Add list of tier 3 cities

6.2. The Second Party shall provide the benefits to any eligible beneficiary walking in with the Ayushman CMHIS Card and whose details are correctly fetched in the IT system for claims processing (TMS), and matching with the patient details. If the patient is not bio-authenticated in the system through Aadhaar eKYC, the Second Party has to verify the patient's genuineness through an alternate valid Government Issued ID, and upload a scanned copy in the system.

6.3. **Acceptance of Beneficiaries**: Unless clinically not warranted for hospitalization, the Second Party shall not deny or refuse admission of eligible Beneficiaries of the Scheme having a valid Ayushman CMHIS Card and provide cashless treatment and benefits in accordance with this Agreement, and shall at all times provide clinical and ancillary services in line with prevailing industry standards. The empanelled hospital shall not refuse, withhold, or delay services for which they are empanelled, ensuring timely care to beneficiaries.

Notwithstanding the foregoing, Beneficiaries may opt out of cashless benefits under the Scheme by submitting a signed declaration form, which includes:

1. Acknowledgement of responsibility for treatment costs.
2. Release from hospital responsibility for service denial.
3. Patient's contact details.

The form requires countersignature by the treating physician and must be retained in the beneficiary's file at the hospital.

6.4. The Second Party shall prominently display, at its facility, a notice of all specialist services for which it is empanelled under CMHIS. The facility may offer only those empanelled specialties for cashless treatment, except to provide immediate first-aid in emergencies. The notice must be updated promptly whenever its empanelment status changes.

6.5. **Pre-authorization of services**:

a. The Second Party is obligated to submit pre-authorization requests on the Transaction Management System (TMS) IT portal of the Scheme along with all required documents and evidences in conformity with the Guideline & Manuals. Please refer to Schedule 6- Guidelines on mandatory documents. The First Party may issue revisions to these guidelines from time to time.

b. The First Party shall share all such guidelines and manuals relating to **Pre-authorization** with the Second Party, which is also available for download in the CMHIS website.

c. The First Party together with Third Party shall be responsible for providing trainings to the designated personnel of the Second Party from time to time.

d. The Second Party agrees to constantly update itself on these guidelines and follow the same.

e. Delay in submission of pre-authorization requests on the grounds of non-production of Ayushman Card by the beneficiary shall be not considered.

f. Non-submission of preauthorisation requests within permissible Turn Around Time (TAT) for any cashless treatment provided shall not be admissible for claims.

6.6. **Emergency admission**: As per the Supreme Court of India order, all hospitals and medical practitioners are obligated to provide emergency medical care to accident victims or those in medical emergencies, regardless of their ability to pay or insurance status. Accordingly, production of Ayushman CMHIS Card is not necessary in case of emergency. However, once the patient is stable, the Second Party shall follow the normal guidelines of registration and admission under the scheme for claim payment, marking the case as emergency in the system.

6.7. **Submission of claims**:

a. The Second Party shall be obliged to submit all claims online on the TMS within 7 (seven) days of discharge along with all required documents and evidences in conformity with the Guideline & Manuals. The First Party may issue revisions to these guidelines from time to time.

b. The First Party shall share all such guidelines and manuals relating to **Claims Processing** with the Second Party, which is also available for download in the CMHIS website.

c. The First Party together with Third Party shall be responsible for providing trainings to the Second Party from time to time.

d. The Second Party agrees to constantly update itself on these guidelines and follow the same.

e. Delay in submission of Claims on the grounds outside Guideline & Manuals shall be not considered.

f. Rejection of claims

In the event of rejection of a claim under the Scheme, the resultant expenses shall ordinarily be borne either by the Empanelled Health Care Provider ("Second Party") or paid out-of-pocket by the Beneficiary, subject to the reason for such rejection after due review by the NHPS.

Where a treatment or procedure is expressly excluded from the Health Benefit Package, the Second Party may recover from the Beneficiary any expenses reasonably incurred in delivering such non-covered services.

~~In all other circumstances in which a claim is declined whether for administrative reasons or pursuant to hospital policy, the resulting costs shall, as appropriate, be absorbed by the Second Party or borne directly by the Beneficiary.~~

Notwithstanding the foregoing, if a claim is rejected on account of any failure by the Second Party or its staff to comply with the Scheme's prescribed protocols, processes or documentation requirements ("Due Process"), the Second Party shall waive any right to seek reimbursement from the Beneficiary for costs associated with that service.

Detailed Claim Adjudication Process including details on rejection of claims and grievance redressal for rejection as per Insurance Contract is enclosed in Schedule 3: Claim Adjudication Process as per the Insurance Contract.

6.8. **Payment of claims**: The Third Party, contracted by the SHA for the purpose of providing risk cover to CMHIS beneficiaries, shall be responsible for claims adjudication and settlement of all claims within 15 days (for hospitals within Nagaland)/30 days (for hospitals outside Nagaland) after receiving all the required information/ documents as per the Scheme's guidelines, subject to the following provisions:

a. The Second Party shall be primarily responsible for furnishing all the details at the time of discharge and thereafter as may be necessary to enable the claim processing on time.

b. All requirements for any additional information /document shall be assessed by the Third Party properly and requested in a single instance as a consolidated query exercising due diligence to avoid issuing repetitive queries except in cases where additional clarification is absolutely necessitated.

c. In case the Third Party decides to reject the claim, then that decision also will need to be taken within 15 (fifteen) days. However, the FIRST PARTY will be the final authority for any claim rejection.

d. All payments shall be made to the Second Party by the Third Party through Electronic Fund Transfer.

e. The First/Third Party shall have the right to initiate recovery actions against the Second Party for any financial fraud or financial dues to the Third Party on account of acts of fraud by the Second Party which may include, adjusting payments against future claims or any other remedies to recover funds available to First Party under Applicable Laws.

6.9. In the event that an EHCP, due to unforeseen circumstances, fails to complete or upload required patient documentation or status reports to the Insurer, such omission shall not delay or withhold settlement of bona fide claims submitted by that EHCP for the same hospital, nor shall it affect timely settlement of valid claims submitted by any other EHCP empanelled under NHPS.**Confidentiality obligations**: Each Party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this Agreement, subject to the conditions provided hereunder:

a. The Second Party shall not disclose to any third party excepting the Third Party and shall use its best efforts to ensure that its officers, employees and any other person related to the Second Party keep secret all information disclosed, including without limitation, documents marked confidential, medical reports, personal information relating to insured, and other unpublished information except as maybe authorized in writing by SHA/ Third Party. SHA/ Third Party shall not disclose to any third-party and shall use its best efforts to ensure that its directors, officers, employees, sub-contractors, and affiliates keep secret all information relating to the Second Party including without limitation to the Second Party's proprietary information, process flows, and other required details.

b. In particular, the Second Party agrees to maintain confidentiality and endeavors to maintain confidentiality of any persons directly employed or associated with health services under this agreement of all information received by the Second Party or such other medical practitioner or such other person by virtue of this agreement or otherwise, including Third Party's proprietary information, confidential information relating to insured, medical test reports whether created/ handled/ delivered by the Second Party. Any personal information relating to an Insured received by the Second Party shall be used only for the purpose of inclusion/preparation/finalization of medical reports/ test reports for transmission to Third Party only and shall not give or make available such information/ any documents to any third party whatsoever.

c. The Second Party shall keep confidential and endeavor to maintain confidentiality by its medical officer, employees, medical staff, or such other persons, of medical reports relating to Insured, and that the information contained in these reports remains confidential and the reports or any part of report is not disclosed/ informed to any other Insurance Agent / Advisor under any circumstances.

d.

e. The Second Party shall keep confidential—and endeavor to maintain the confidentiality of—any information relating to Insured persons and shall not use such confidential information for research, creation of comparative databases, statistical analysis, or any other study without the prior written authorization of the First Party and, through the First Party, of the Insured. Notwithstanding the foregoing, an EHCP institution specifically designated as a "Research Hospital" under applicable regulations may use de-identified or anonymized beneficiary data for bona fide research purposes, provided that:

i. Such use is conducted strictly in accordance with the Indian Council of Medical Research (ICMR) National Ethical Guidelines for Biomedical and Health Research Involving Human Participants, the Digital Personal Data Protection Act, 2023, and any other applicable data-

privacy laws;

ii. The research protocol has been reviewed and approved in advance by a registered Institutional Ethics Committee (IEC); and

iii. No direct identifiers or re-identifiable data are published or otherwise disclosed without fresh, informed consent from the beneficiary.

iv. The Scheme names shall be used for any research or publication purposes without the express consent of the NHPS.

6.10. All three Parties shall at all times maintain the confidentiality of all Scheme-related information—including beneficiary demographic data, medical and clinical records, and details of personnel involved in implementation—and shall handle, store, process and disclose such information strictly in compliance with the Information Technology Act, 2000 (as amended), the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, the Digital Personal Data Protection Act, 2023, and any other applicable Indian laws and regulations governing data privacy and confidentiality. The Second Party shall ensure that, as a condition of empanelment and for the provision of any CMHIS cashless services, every healthcare facility as well as professional (including doctors, nurses, paramedics and allied health staff) engaged by the Second Party holds a valid HFR ID and HPR-ID in the Ayushman Bharat Digital Mission's Healthcare Professionals Registry. Failure to maintain valid HFR/HPR registration shall constitute a material breach of this Agreement and may result in suspension of cashless privileges or termination of empanelment.

7. Monitoring of Scheme Performance: The First Party or any agency contracted by the First Party or authorised by it, including but not limited to the Third Party, shall have to right to monitor the services offered by the Second Party and its obligations under the Scheme, for which the Second Party agrees to provide unhindered and unconditional access to the First Party or its designated representatives. The right to monitoring shall include but may not be limited to:

7.1. Random inspection of the beneficiaries hospitalised

7.2. Onsite review and verification of patient's treatment records

7.3. Conducting medical audits, death audits and all other kinds of audits related to the Second Party's obligations under the Scheme as deemed appropriate by the First Party.

7.4. The Second Party shall be obliged to provide support to the Third Party or any of its authorised representatives in all their monitoring activities which shall include but not be limited to providing access to the hospital facility, patients and record for planned and unplanned supervision visits, providing copies of all medical records of CMHIS beneficiaries as required for purposes of audit or otherwise and any other cooperation and support that may be required under the provisions of this Agreement.

8. Fraud prevention and corrective measures: The Second Party hereby agrees that it shall mandatorily comply with all the provisions of the Anti-Fraud Guidelines issued by the First Party - including all its amendments from time to time, subject to the following conditions:

8.1. The Second Party hereby agrees that under the Scheme, fraud shall be defined as any intentional deception, manipulation of facts and / or documents or misrepresentation made by the Second Party or by any person or organization appointed employed / contracted by the Second Party with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or the organisation itself. It includes any act that may constitute fraud under any applicable law in India.

8.2. Pursuant to any trigger alert related to possible fraud at the level of the Second Party, the First Party ,

Third Party or its authorised representatives with the assistance of the Second Party shall have the liberty to undertake investigation of the case.

8.3. The First Party shall on an ongoing basis measure the effectiveness of anti-fraud measures through a set of indicators.

8.4. The Second Party further agrees and acknowledges that lack of compliance to the Anti-Fraud Guidelines shall be deemed as a material breach of contract and in such a situation the First Party may, at its sole discretion, initiate disciplinary proceedings as per this contract and Applicable Laws, which may lead to termination and / or if the situation so demands seeking recourse to civil or criminal remedies available under Applicable Laws.

8.5. The Second Party shall ensure that if any personnel of Second Party suspect or detects any Beneficiary fraud, it shall be incumbent upon them to immediately inform the First Party in writing with all particulars of the beneficiary and reasons for suspecting fraud.

8.6. The Second Party hereby agrees that is shall be obliged to ensure that beneficiary identification is done with adequate due diligence so that only eligible beneficiaries are admitted for services and cashless treatment under the Scheme and to rule out errors/omissions or mala-fide actions like impersonation etc. with or without connivance of various parties. On detection by the First Party of an ineligible person being extended treatment under the Scheme by the Second Party, whether pre-authorization obtained or not, the First Party shall not be liable, either through the Third Party or directly, to reimburse claims of such beneficiaries; and if such claim has been paid by the First Party or its Third Party, the First Party or Third Party shall have the right to seek recovery from the Second Party through means available under this Agreement and under Applicable Laws.

8.7. In the event that the Second Party or any of its employee or consultant or contractor undertakes any fraudulent activity and if the fraud is proven through investigation, the First Party shall:

a. refuse to honour a fraudulent Claim or Claim arising out of fraudulent activity or reclaim/recover all benefits paid in respect of a fraudulent claim or any fraudulent activity relating to a claim from the Second Party; and/or
b. de-empanel or delist the Second Party, as per the Scheme guidelines.
c. terminate this services agreement with the Second Party and if deemed appropriate initiate civil and / or criminal proceedings as per Applicable Laws.
d. For fraudulent activities by any of Second Party's employee or consultant or contractor, the vicarious liability shall vest with the Second Party and the Second Party shall be obliged to initiate action against such employee or consultant or contractor as per the directions of the First Party which may include but not be limited to (a) disciplinary actions; and / or (b) termination of services / contract; and / or (c) debarring engagement / employment with another provider under CMHIS; and / or (d) civil and / or criminal proceedings as per Applicable Laws.

9. **Resources and training on Scheme processes and tools:** The First Party shall make available all Scheme guidelines and standard operating procedures (herein after referred to as "**Scheme resources**") on its Scheme website. Failure to access any such Scheme Resources shall not exempt the Second Party for its obligations under this Agreement. The First Party shall, either directly or through the Third Party or any other third party shall provide the required trainings to the Second Partys on the Scheme resources and the IT platforms.

10. **SHA's right to visit the beneficiaries**: The Second Party shall permit authorized representatives of the First Party and/or the Insurer/Third Party to visit beneficiaries admitted to the Second Party's facility. Such visits shall not interfere with or impede the medical treatment being provided by the Second Party's medical team. However, the First Party and/or the Insurer/Third Party shall have the right to engage in discussions regarding the treatment plan with the treating medical practitioner(s).

Access to the beneficiary's medical treatment records and bills generated by the Second Party shall be granted to the First Party and/or the Insurer/Third Party on a case-by-case basis, subject to prior information within reasonable time.

11. **Compliance with future requirements**: The Second Party shall also endeavor to comply with future requirements of First Party and Third Party to facilitate better services to beneficiaries e.g., providing for standardized billing, ICD coding or implementation of Standard Treatment Guidelines and if mandatory by statutory requirement both parties agree to review the same.

12. **Indemnity Provisions**: The First Party and/ or / Third Party shall not be liable or responsible for any acts, omission or commission of the Doctors and other medical staff of the Second Party and the Second Party shall obtain professional indemnity policy on its own cost for this purpose. The Second Party agrees that it shall be responsible in any manner whatsoever for the claims, arising from any deficiency in the services or any failure to provide identified service, subject to the provisions set forth hereunder:

    12.1. The Second Party will indemnify, defend, and hold free from liability the First Party and Third Party against any claims, demands, proceedings, actions, damages, costs, and expenses which the company may incur as a consequence of the negligence of the former in fulfilling obligations under this Agreement or as a result of the breach of the terms of this Agreement by the Second Party or any of its employees or doctors or medical staff.

    In any case where the First Party has engaged an insurance company to administer the CMHIS and has paid all premiums due in full, the First Party shall have no liability or legal obligation to pay any claim settlement amounts, which shall be the sole responsibility of the Insurance Company as per the Insurance Contract.

13. **Relationship between Parties**: Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agrees not to hold itself or allow its directors/employees/agents/representatives to hold out to be a principal or an agent, employee or any subsidiary or affiliate of the other.

14. **Force Majeure**: Notwithstanding anything to the contrary in this Agreement, no Parties shall be liable by reason of failure or delay in the performance of its duties and obligations under this Agreement if such failure or delay is caused by acts of God, Strikes, lockouts, 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. The Party affected due to a Force Majeure event shall promptly notify the other Parties of the occurrence of the Force Majeure event and how the affected Party proposes to mitigate the impact of the Force Majeure event. The proposed mitigation plan shall be agreed upon between the Parties within 15 (fifteen) days of receiving such a plan from the affected party.

15. **Beneficiary grievances**: For handling Beneficiary Grievances, the Second Party shall ensure to designate a nodal officer and prominently display the name of contact details of the nodal officer in addition to sharing the details with the First Party / Third Party. On receipt of any grievance from any Scheme Beneficiary, the Second Party shall promptly redress the grievance to the satisfaction of the Beneficiary immediately and report the same to the First Party. The Second Party shall provide the First Party with a monthly summary of all such grievances with resolution details in the format prescribed by the SHA. In addition to this, the First Party shall have the right to institutionalize its own Beneficiary Grievance Redressal Mechanisms.

16. **Dispute redressal**: Parties shall aim to resolve all disputes amicably between them following the Principles of Natural Justice and as per the provisions set forth below:

    16.1. If the Second Party has any dispute related to the claims settlement decisions of the Third Party or related to payments made or to be made by the Third Party to the Second Party, the Second Party may

in the first instance attempt to amicably resolve it with the Third Party, failing which the matter can be escalated to the First Party.

16.2. Matters that are not resolved within 30 days of either Party notifying a dispute to the other Party, the parties shall escalate the dispute to the appellate authority who shall be as follows:

For the Second Party	…….	Insert address, contact number & mail ID
For the First Party	Administrative Head of Department (AHoD), Department of Health & Family Welfare, Government of Nagaland	Insert address, contact number & mail ID

17. Arbitration

17.1. Any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

17.2. The arbitration tribunal shall be composed of three arbitrators, one arbitrator appointed by each Party and one another arbitrator appointed by the mutual consent of the arbitrators so appointed.

17.3. The place of arbitration shall be Kohima and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Kohima.

17.4. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction.

17.5. The rights and obligations of the Parties under, or pursuant to, this Clause including the arbitration agreement in this Clause, shall be governed by and subject to Indian law.

17.6. The cost of the arbitration proceeding would be borne by the parties on equal sharing basis.

18. Term and Termination

18.1. The Term of this Agreement shall be 3 (three) years, subject to the provisions of Clause 18.2 and 18.3 below.

18.2. **Extension of the Term:** Subject to mutual agreement between the Parties, the Term of this Agreement can be extended for a duration as determined by the concerned Parties.

18.3. Termination:

a. The First Party reserves the right to terminate this Agreement in case of material breach of this Agreement, material breach of the Anti-Fraud Guidelines issued by the First Party and any fraudulent activity of the Second Party that has been investigated and proven as fraud, and as per the Anti-fraud guidelines issued by the First Party.

b. In addition, the First Party may also terminate this Agreement on occurrence of the following events which the Second Party has failed to cure despite a written warning issued by the First Party or the Third Party:

   i. Refusing the treat a CMHIS (EP) Beneficiary for services for which the Second Party is empanelled.

   ii. Not providing cashless facilities to CMHIS (EP) Beneficiaries as per the terms of this Agreement.

   iii. Not submitting claims within the prescribed timeframe despite repeated reminders.

c. This Agreement may be terminated by either party by giving one month's prior written notice by means of registered letter or a letter delivered at the office and duly acknowledged by the other, provided that this Agreement shall remain effective thereafter with respect to all rights and obligations incurred or committed by the parties hereto prior to such termination.

d. Either party reserves the right to inform public at large along with the reasons of termination of the agreement by the method which they deem fit.

18.4. **Termination obligations:** The Second Party shall ensure that all CMHIS (EP) Beneficiaries admitted in the hospital at the time of termination shall be provided full treatment as per the terms and conditions of this Agreement for which eligible payments shall be made by the Third Party to the Second Party.

19. Miscellaneous provisions:

19.1. This Agreement together with the clauses specified in the tender document floated for selection of Insurance Company and any Annexure attached hereto constitutes the entire Agreement between the parties and supersedes, with respect to the matters regulated herein, and all other mutual understandings, accord and agreements, irrespective of their form between the parties. Any Schedules to this Agreement shall constitute an integral part of the Agreement.

19.2. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless such modification, amendment or waiver is approved in writing by the parties hereto.

19.3. Should specific provision(s) of this Agreement be wholly or partially not legally effective or unenforceable or later lose their legal effectiveness or enforceability, the validity of the remaining provisions of this Agreement shall not be affected thereby.

19.4. The Second Party may not assign, transfer, encumber or otherwise dispose of this Agreement or any interest herein without the prior written consent of First Party, provided whereas that the SHA may assign this Agreement or any rights, title, or interest herein to an Affiliate without requiring the consent of the Second Party.

19.5. The failure of any of the Party to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of such provision, but the same shall continue and remain in full force and effect.

19.6. **Non-exclusivity:** First Party reserves the right to empanel any other health care provider for implementing the schemes and the Second Party shall have no objection for the same.

19.7. **Severability:** The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality, or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality, or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

19.8. **Captions:** The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

19.9. Notices:

i. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and delivered to the other Party by registered mail or by courier or by electronic media.

ii. In the absence of evidence of earlier receipt, a demand or other communication to the other Party is deemed given
   a. If sent by registered mail, seven working days after posting it: and
   b. If sent by courier, seven working days after posting it: and

c. If sent through electronic media, further confirmation has to be done via telephone.

iii. The notices shall be sent to the other Party to the above addresses (or to the addresses which may be provided by way of notices made in the above said manner):

	Attention	Address	Telephone & Fax	Email
If to the Second Party	….	….	….	….
If to the First Party	CEO, SHA / NHPS	….	….	….

20. Definitions and Interpretation

20.1.Definitions

Unless the context requires otherwise, the following capitalized terms and expressions shall have the following meanings for the purpose of this Agreement:

1. **"Appellate Authority"** shall mean the authority designated by the Nagaland Health Protection Society which has the powers to accept and adjudicate on appeals by the aggrieved party against the decisions of any Grievance Redressal Committee set up pursuant to the Agreement between the Nagaland Health Protection Society and the Third Party.
2. **"Applicable Laws"** shall mean all laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws which are in force and effect, or may be amended from time to time, as on the date hereof and which may be promulgated or brought into force in the territory of India, including judgments, decrees, injunctions, writs or orders of any court, as may be in force and effect, during the subsistence of this Agreement and applicable to the Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect on the date of this Agreement and during its subsistence thereof.
3. **"Beneficiary Identification System"** or the **"BIS"** portal shall mean an online web-based application designed and developed by the National Health Authority (NHA) for the purpose of Beneficiary enrolment, verification, authentication and generation of e-cards for the Scheme.
4. **"Beneficiary"** shall means a person who is eligible to avail benefits under the Scheme.
5. **"Benefits Package"** shall mean and refer to refers to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive under Scheme. The HBP available in Schedule 1-Health Benefit Package of this Agreement.
6. **"Benefits"** shall mean the Benefits that a Beneficiary shall receive under the Scheme as detailed in Clause 1 of this Agreement.
7. **"Cashless Service"**
   shall mean a facility extended by the Insurer under which the payment of medical expenses for treatment received by a Beneficiary at an Empanelled Health Care Provider ("Network Hospital") is made directly by the Insurer to such Network Hospital up to the extent of the pre-authorized amount approved under the terms and conditions of the Policy. No Beneficiary shall be required to pay any amount—whether as a deposit on admission or at discharge—for services covered under the Policy, provided that the pre-authorization procedures are duly followed.

Such facility shall be provided in accordance with Regulation 31 of the IRDAI (Health Insurance) Regulations, 2016, and in conformity with any sub-limits, co-payment, deductible or other conditions set forth in the Policy.(Annexure2- OM on non-covered items).

8.

9. **"Claim payment"** means the payment of eligible Claim received by an Empanelled Health Care Provider from the Third Party in respect of Benefits under the Risk Cover made available to a Beneficiary.
10. **"Claim"** refers to a set of documents and medical records of a Beneficiary that is submitted by the Empanelled Health Care Provider to the Third Party after the treatment and discharge of the Beneficiary for claiming the admissible amount of the claim from the Third Party. Such documents can be submitted online or through alternate mechanism in absence of internet connectivity.
11. **"Day Care Treatment"** means any medically necessary treatment, and/or surgical procedure which is undertaken under General or Local Anaesthesia in a hospital/day care centre in less than 24 (twenty-four) hours because of technological advancement, and which would have otherwise required hospitalization of more than 24 (twenty-four) hours.
12. **"Empanelled Health Care Provider"** or **""** "EHCP" means a registered health care establishment, whether public or private, satisfying the minimum criteria for empanelment under the Scheme and that is empanelled by the SHA in accordance with terms of this Agreement for the provision of health services to the Beneficiaries of the Scheme.
13. **"Fraud"** shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organisation. It includes any act that may constitute fraud under any Applicable Law in India.
14. **"Grievance Redressal Committee"** shall refer to committees set by the SHAfor the purpose of hearing and redressing Beneficiary and other stakeholder grievances related to the Scheme.
15. **"Health Benefit Package"** or the **HBP** shall have the same meaning as the "**Benefits Package**".
16. **"Hospital IT Infrastructure** means the hardware and software installed at the premises of each Empanelled Health Care Provider for the provision of Cashless Services, the minimum specifications of which have been defined by the SHA.

"Hospitalization" means admission for at least twenty-four (24) consecutive hours of In-patient Care, except for specified procedures or treatments expressly listed in the Health Benefit Package which may require shorter admissions or cases where referral has been made to another facility due to non availability of required services.

17. **"Third Party"** means the Successful Bidder which has been selected by the SHA and has signed an Insurance Agreement with the SHAfor providing the Risk Cover and Benefits under the Scheme.
18. **"Intensive Care Unit** or **ICU"** means an identified section, ward or wing of a hospital which is under the constant supervision of dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the general and other wards.
19. **"Law"** shall have the same meaning as Applicable Law.
20. **"Material Breach"** means breach of any term and condition as enlisted in this Agreement caused

due to any act and/or omission by the Third Party's wilful misconduct and/or negligence.

21. **"Package Rate"** means the fixed maximum charges for a Medical or Surgical Procedure as specified in Schedule 1-Health Benefit Package of this Agreement that shall be paid by the Third Party to the EHCP against a valid Claim under this Scheme.
22. **"Party"** means either the Nagaland Health Protection Society / Nagaland Health Protection Society or the EHCP and **Parties** collectively means the Nagaland Health Protection Society / Nagaland Health Protection Society and the EHCP.
23. **"Pre-authorized amount"** is the amount pre-authorised by the Third Party based on the request(s) for pre-authorization submitted by an EHCP for treatment of Beneficiaries under this Scheme.
24. **"Referral"** means transfer of care to another healthcare provider only after the admitting facility has rendered all necessary in-scope services and documented the medical necessity. The Second Party shall not refer patients for services within its empanelled scope, nor shall it receive any financial benefit from such referrals. All referrals made within forty-eight (48) hours of discharge must be recorded and made available for audit.
25. **"Schedule"** means and shall refer to a Schedule of this Agreement.
26. **"Scheme Guidelines"** mean the guidelines issued by the SHA from time to time for the implementation of the Scheme, to the extent modified by the Tender Documents pursuant to which the Agreement has been entered into provided that the SHA may, from time to time, amend or modify the Scheme Guidelines or issue new Scheme Guidelines, which shall then be applicable to the Third Party.
27. **"Scheme"** shall mean the Chief Minister's Health Insurance Scheme (CMHIS) launched by the Government of Nagaland in 2022.
28. **"Standard Treatment Guidelines"** or "**STG"** shall mean and refer to guidelines issued by the SHA to aid the Pre-authorization Processing Doctor (PPD) and Claims Processing Doctor (CPD) at the time of pre-authorization and claims processing by specifying the mandatory documentation required and specific things to look for in these documents for the prescribed procedure to help prevent and control fraud and abuse; to provide quality care to the Beneficiaries by bringing uniformity in documentation across Empanelled Health Care Providers; and to serve as a guidance tool for treating doctors, Empanelled Health Care Providers, Third-party Administrators, Third Party, Nagaland Health Protection Society and medical auditors.
29. "**State Government**" shall mean the elected Government of the State of Nagaland.
30. **"State Grievance Redressal Committee"** or the **"SGRC"** shall mean the Grievance Redressal Committee constituted by the SHA at the state level in the State.
31. **"Nagaland Health Protection Society"** or the "**SHA"** refers to the agency/ body set up by the Department of Health and Family Welfare, Government of Nagaland for the purpose of coordinating and implementing the Scheme. It is also alternatively referred to as the Nagaland Health Protection Society (NHPS)
32. **"Surgery"** or **"Surgical Procedure"** shall mean manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner as per HBPs detailed in Schedule 1Health Benefit Package of this Insurance Agreement.
33. **"Term"** shall mean the duration of this Agreement as defined in Clause 18 of this Agreement.
34. **"Turn-Around Time"** shall mean the maximum time allowed for completing various tasks assigned to EHCP and the Third Party under this Agreement. These tasks include, but are not limited to, processing preauthorization, processing a Claim received from an Empanelled Health Care Provider and in making a Claim Payment including investigating such Claim or rejection of the such Claim etc. defined in this Agreement.

20.2. Interpretations

In this Agreement, unless the context otherwise requires:

a. To ensure that inconsistencies and ambiguities are removed, any reference to a statutory provision or any legislation or any provision thereof, shall include such provision as is from time to time enacted, amended, modified or re-enacted or consolidated, with such modification or re-enactment or consolidation that applies to, or is capable of being applied to any transaction entered into hereunder.

b. References to Applicable Laws, shall include all the laws, acts, ordinances, rules, regulations, bye laws, notifications, guidelines, 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. The words importing singular shall include plural and vice versa.

d. Any grammatical form of a defined term herein shall have the same meaning as that of such term.

e. References to a 'person' shall be construed as reference to a natural person, partnerships, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity) and shall include successors and assigns.

f. The headings and sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

g. The words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases.

h. The terms "herein", "hereof", "hereinafter", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.

i. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively as per the Gregorian calendar and all references to any period of time shall mean a reference to that according to the Indian Standard Time.

j. All references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which nationalized banks in the State of Nagaland are generally open for business.

k. All references to "SHA" or the "Nagaland Health Protection Society" or "Nagaland Health Protection Society" shall be construed as a reference to the State Government, unless the context requires otherwise.

l. All references to guidelines of Scheme or any other type of guidelines shall refer to various guidelines, office orders, office memorandum, manuals, Gazette Notifications and other similar documents related to the administration and implementation of the Scheme, by whatever name they may be called, that may be issued by the SHA. All such Guidelines are available on the First Party portal.

m. Any reference to an agreement, contract, instrument or other document (including a reference to this Insurance Agreement) herein shall be to such agreement, instrument or other document as amended, varied, supplemented, modified or suspended at the time of such reference.

n. Any reference to an "agreement" includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (so defined) in writing and any certificate, notice, instrument and document of any kind.

o. References to recitals, articles, sub-articles, sections, clauses, sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, articles, sub-articles, sections, clauses and Schedules of this Agreement.

p. Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement, from or by any Party, shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party and not otherwise.

q. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates, provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day.

The Parties hereby acknowledge and agree that the rights and obligations set forth in this Agreement, together with its Schedules and Annexures, constitute the entire understanding between them with respect to the subject matter hereof and supersede all prior discussions, negotiations, proposals and representations, whether oral or written. No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both Parties. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed stricken and the remaining provisions shall remain in full force and effect. Neither Party may assign or subcontract its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Insurer may assign this Agreement to a successor in interest or in connection with a merger, acquisition or sale of all or substantially all of its assets.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED	**SIGNED SEALED AND DELIVERED**
For an on behalf of the First Party:	For an on behalf of the Second Party:
Name:	Name:
Designation:	Designation:
Date:	Date:

Enclosures:

Schedule 1: Health Benefits Packages
1A- PM-JAY/CMHIS (GEN)
1B- CMHIS (EP)
Schedule 2: Exclusions (include OM on items excluded)

Schedule 3: Claim Adjudication Process as per Insurance Contract
Schedule 4: Minimum Eligibility Criteria for empanelment under PM-JAY and CMHIS Nagaland
Schedule 5: Draft Undertaking by EHCP
Schedule 6: Guidelines on Mandatory Document
Schedule 7: OM on TAT
Schedule 8: Om on Incentive

Schedule 4: Claim Adjudication Process

1. Claims Adjudication

1.1 Claim Payments and Turn-around Time

The Insurer shall, subject to the penalty provisions set forth in Schedule 11 and its sub-schedules, and other provisions under this Insurance Contract wherever applicable, comply with the following procedure regarding the processing of Claims received from the EHCP:

1.1.1 The Insurer shall require the EHCPs to submit their Claims electronically as early as possible but not later than 7 (seven) days after discharge of a AB PM-JAY CMHIS patient in the defined format to be prescribed by the SHA.

1.1.2 If the EHCP fails to submit the claims within 7 (seven) days as set forth in Clause 16.1.1 above but within 45(Forty-Five) days, specific approvals from the SHA will be required to allow the claim to be processed, in line with guidelines and orders issued by the SHA from time to time. However, in case of Public EHCPs this time may be relaxed as defined by the SHA from time to time.

1.1.3 The Insurer shall decide on the acceptance or rejection of any Claim received from an EHCP. Any rejection notice issued by the Insurer to the EHCP shall state clearly that such rejection is subject to the EHCP's right to file a complaint with the relevant Grievance Redressal Committee against such decision of the Insurer to reject such Claim.

1.1.4 Every rejection of a claim by the Insurer shall be supported by: (a) A signed note from the Insurer's Medical Officer specifying the reasons for rejection; (b) A clear reference to the applicable policy clause, package guideline, or exclusion invoked for rejection; and (c) A checklist of missing or deficient documents. All rejections exceeding INR 50,000 shall be reviewed by a Joint Review Committee (SHA representative, Insurer's Medical Head, and an Independent Medical Expert appointed by SHA). The SHA's decision in case of a deadlock shall be final and binding.

1.1.5 All claim rejections citing the ground of "treatment not conforming to standard medical practice" shall automatically trigger an Independent Medical Review by the State Medical Committee. The decision of the State Medical Committee shall be final, binding, and non-appealable on the Insurer.

1.1.6 If the Insurer rejects a Claim, the Insurer shall issue an electronic (e)-notification of rejection to the EHCP stating details of the Claim summary; reasons for rejection; and details of the District Grievance Nodal Officer.

1.1.7 The Insurer shall ensure that for each rejected claim as per Clause 16.1.3 and Clause 16.1.4, e-notification of rejection is issued to the SHA and the EHCP within a turn-around time of 15 (fifteen) days from receipt of such a Claim. This turn-around time for portability claims shall be 30 (thirty) days for all Portability Claims. The Insurer should inform the EHCP of its right to seek redressal for any Claim related grievance before the District Grievance Redressal Committee in its e-notification of rejection.

1.1.8 If a Claim is rejected because the EHCP making the Claim is not empanelled for providing the health care services in respect of which the Claim is made, then the Insurer shall, while rejecting the Claim, inform the Beneficiary of an alternate Empanelled Health Care Provider where the benefit can be availed in future.

1.1.9 The Insurer shall be responsible for settling all claims as per timelines provided in Schedule 11B**.**

1.1.10 Claims Adjudication - Turn-Around Time (TAT) and Penalty for Delay
The Insurer shall strictly adhere to the Turn-Around Time (TAT) for claim settlement as prescribed under this Contract and its Schedules. Any failure to adhere to the prescribed TAT shall attract a penalty of 0.5% of the claim amount per day of delay, subject to a maximum penalty of 10% of the claim amount for each delayed claim. If more than 10% of total claims processed in any calendar month breach the prescribed TAT, SHA shall have the right to withhold up to 25% of the subsequent premium instalment until such claims are settled to SHA's satisfaction. SHA's decision in this regard shall be final and binding.

1.1.11 The Insurer shall make the full Claim Payment without deduction of tax, for all PHCs, CHCs, District Hospitals and other government sponsored hospitals in Nagaland, subject to compliance of Income Tax Act, 1961 and its Allied Rules. In case of private healthcare providers in Nagaland, the Insurer shall make the full Claim Payment without deduction of tax, provided the EHCP submits a tax exemption certificate to the Insurer within 7 (seven) days of signing the Provider Service Agreement with the SHA, failing which, the Insurer shall make the Claim Payment after deducting tax at the applicable rate.

1.1.12 If the Beneficiary is admitted by an Empanelled Health Care Provider during a Policy Cover Period but is discharged after the end of such Policy Cover Period and the Policy is not renewed, then it shall be the liability of the Insurer to pay such Claim in full by the Insurer subject to the available Sum Insured and the claims being eligible for payment as per the provisions of AB PM-JAY CMHIS and the provisions of this Insurance Contract. For the avoidance of doubt, the Insurer shall not reject any claim from an EHCP solely on the ground that the patient was discharged after the end of such Policy Cover Period and the Policy is not renewed.

1.1.13 If a Claim is made during a Policy Cover Period and the Policy is not subsequently renewed, then the Insurer shall make the Claim Payment in full subject to the available Sum Insured.

1.1.14 The process specified in Clauses 16.1.2 to 16.1.13 above in relation to Claim Payment or investigation of the Claim shall be completed such that the Turn-around Time shall be completed as per the Turn Around Time specified in Clause 16.1.10.

1.1.15 If delay by the SHA in release of Premium to the Insurer results in delay of Claim Payment by the Insurer to the EHCP beyond laid down TATs, then the same shall not be considered towards calculation of penalties under Schedule 11B.

1.1.16 The counting of days for the purpose of this Clause shall start from the date of receipt of the Claim by the Insurer.

1.1.17 The Insurer shall make Claim Payments to each EHCP against Claims received through The Transaction Management System Portal of the Scheme to such Empanelled Health Care Provider's designated bank account.

1.1.18 The Insurer hereby agrees that it shall undertake all Claims audits/investigations only by qualified and experienced Medical Practitioners appointed by it to ascertain the nature of the disease, illness, or accident and to verify the eligibility thereof for availing the benefits under this Insurance Contract and relevant Policy.

1.1.19 The Insurer shall ensure that none of its medical staff shall impart advice on any Medical Treatment, Surgical Procedure or Follow-up Care or provide any OPD Benefits or provide any guidance related to cure or other care aspects.

1.1.20 The Insurer shall submit monthly details of:

a. all Claims that are under investigation to the District Nodal Officer of the State Health Agency for its review.

b. every Claim that is pending beyond the Turn Around Time to the State Health Agency, along with its reasons for delay in processing such Claim; and

c. details of applicable penalty as per KPIs mentioned under Schedules 11A, 11B, and 11C.

1.1.21 The Insurer may collect at its own cost, complete Claim papers from the EHCP, if required for audit purposes. This shall not have any bearing on the Claim Payments to such EHCPs.

1.1.22 In case the Insurer hires one or more Third Party Administrator (TPA), it shall ensure that the TPA does not approve or reject any Claim on its behalf and that the TPA is only engaged in the processing of Claims. The TPA may, however, recommend to the Insurer on the action to be taken in relation to a Claim. However, the final decision on approval and rejection of Claims shall be made by the Insurer.

1.1.23 The Insurer shall, at all times, comply with and ensure that its TPA is in compliance with TPA Regulations, Health Insurance Regulations and any other Law issued or notified by the IRDAI in relation to the provision of Cashless Access Services and Claims processing.

1.1.24 The overall responsibility of the execution of this Insurance Contract will rest solely and completely with the Insurer, irrespective of whether it engages a TPA or not.

1.1.25 With regard to submission of claims, claims processing, handling of claim queries, and all other related details, Insurer shall adhere to prevalent Claims Adjudication guideline issued by the NHA/SHA from time to time.

1.2 Right of Appeal and Reopening of Claims

1.2.1 The EHCP shall have a right of appeal against a rejection of a Claim by the Insurer, if the EHCP feels that the Claim is payable. Such decision of the Insurer may be appealed by filing a grievance with the District Grievance Nodal Officer (DGNO) within 15 (fifteen) days of rejection of claim, in accordance with Clause 44 of this Insurance Contract. The SHA may relax these timelines for public hospitals.

1.2.2 The Insurer and/or DGNO or the District Grievance Redressal Committee (DGRC), as the case may be, may re-open the Claim, if the Empanelled Health Care Provider submits the proper and relevant Claim documents that substantiates their right to re-open such claims.

1.3 No Contributions

1.3.1 The Insurer agrees that any Beneficiary Family Unit or any of the Beneficiaries or any other third party shall be entitled to obtain additional health insurance or any other insurance cover of any nature

whatsoever, including in relation to the benefits provided under this Insurance Contract and a Policy, either individually or on a family floater cover basis.

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

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

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

(iii) if the total expenses incurred by the Beneficiary exceeds the available Sum Insured under the Covers, then the Insurer shall make payment to the extent of the available Sum Insured in respect of the benefits provided under this Insurance Contract and the relevant Policy and for the remaining payment, the guidelines for Co-payment as set forth in Schedule 5 shall apply.

Schedule 5: Undertaking by Empanelled Health Care Provider (EHCP)
[On the Official Letterhead of the Hospital]
Date: _____
Reference No.: _____

SUBJECT: UNDERTAKING FOR AUTHORITY TO EXECUTE EHCP MOU, COMPLIANCE WITH MINIMUM ELIGIBILITY CRITERIA, AND DECLARATION OF AVAILABLE SPECIALTIES UNDER PM-JAY & CMHIS, NAGALAND.

I, _____, [Designation] of _____ (Hospital), having its registered office at _____, do hereby solemnly undertake and declare:

1. **Authority to Execute Memorandum of Understanding**

   I am duly authorized by the Board of Directors/Management of the Hospital to execute, on its behalf, the Memorandum of Understanding ("MoU") for Empanelment under the Pradhan Mantri Jan Arogya Yojana – Chief Minister Health Insurance Scheme (PM-JAY CMHIS), Nagaland. This authority is conferred by way of [Board Resolution/Power of Attorney/Authorization Letter], a certified true copy of which is attached hereto.

2. **Compliance with Minimum Eligibility Criteria**

   a. The Hospital represents and warrants that it has met, and continues to meet, all minimum eligibility standards prescribed under the "Guidelines for Empanelment under PM-JAY and CMHIS, Nagaland" as detailed in Schedule 5.
   b. The Hospital falls within **Level ____** as defined in Schedule 5 and confirms that all requisite infrastructure, human resources, equipment, and statutory licences for this level are fully operational and valid.
   c. Should the Hospital fail, at any time, to satisfy any such eligibility requirement, it shall immediately notify the Nagaland Health Protection Society (NHPS) in writing and shall, within a reasonable period, implement all corrective measures necessary to restore compliance.

3. **Declaration of Available Specialties**

   The Hospital hereby declares that the following medical specialties are available, fully equipped, and staffed by qualified personnel, and requests their inclusion in the empanelment under PM-JAY–CMHIS:
   - Specialty 1
   - Specialty 2
   - Specialty 3
     (Add additional specialties as applicable)

   I solemnly affirm that the foregoing information is true, complete, and correct to the best of my knowledge and belief. I understand that any misrepresentation or omission of material facts may result in the rejection or cancellation of the Hospital's empanelment.

_____
Signature: _____
Name: _____
Designation: _____
Hospital Seal: _____
Enclosure: Certified copy of Board Resolution/Power of Attorney/Authorization Letter