Draft Contract Agreement

for
Selection of Agency
for
Medical Audit and Field Investigation
under
Ayushman Bharat Pradhan Mantri Jan Arogya Yojana
Chief Minister Health Insurance Scheme
(AB PM-JAY CMHIS)
In the State of Nagaland

October 2025
Audit Contract
To be signed with the Audit Agency

Audit Agency Contract
(Subject to change as per RFP Conditions, Corrigendum and Mutual Agreement)

This Contract for medical audit and field investigation under Ayushman Bharat Pradhan Mantri Jan Arogya Yojana Chief Minister Health Insurance Scheme (AB PM-JAY CMHIS) is made at Nagaland on ……, 2025 BETWEEN

1**. The Nagaland Health Protection Society**, having its principal office at …… (hereinafter referred to as the **State Health Agency or the SHA**), which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); represented through ……., ……..; of the **FIRST PART.**

AND

2. The ……., a company incorporated under the Indian Companies Act 1956/2013 (delete as not applicable) having its registered office at ……, (hereinafter referred to as the "**Agency**"], represented by ……., …….. which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors, representatives and permitted assigns), of the **SECOND PART.**

*The SHA shall be referred to as the **First Party**, the Agency as the **Second Party**; and the SHA and the Agency shall collectively be referred to as the **Parties.***

WHEREAS

(a) SHA vide its Request for Proposal (RFP) for Selection of a Third Party Audit Agency under Ayushman Bharat Pradhan Mantri Jan Arogya Yojana Chief Minister Health Insurance Scheme (AB PM-JAY CMHIS) in Nagaland
(b) SHA has evaluated and selected the Agency under the terms of the RFP to provide desk and field audit services subject to and in accordance with the terms of this Contract;
(c) The Agency, having represented to SHA that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

i. RFP/SHA/……./…./2025 issued by Nagaland Health Protection Society, Department of Health and Family Welfare, Government of Nagaland
ii. Corrigendum / Addendum no …….
iii. Notice of Award ……..

iv. Bids (Technical and Financial) submitted by Agency in respect to above RFP.
v. All annexures / documents under RFP and Implementation Support Contract.

2. General Provisions

2.1. Definitions

The following words and expressions used in this Contract and beginning with capital letters shall, unless the context otherwise requires, have the meaning ascribed to them below.

1. **Addendum or Addenda** means document issued in continuation or as modification or as clarification to certain points in the Tender Document. The bidders would need to consider the main document as well as any addenda issued subsequently by the SHA for responding to the Bid.

2. **AB PM-JAY** shall refer to Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana, a scheme managed and administered by the Ministry of Health and Family Welfare, Government of India through the National Health Authority (NHA) with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers for the risk covers defined in in this document and also for reducing out of pocket health care expenses .

3. **AB PM-JAY Beneficiary Family Unit** refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC)-2011 database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State/ UT Government, along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC Database of the State and NFSA ration card holder families of Nagaland satisfying the eligibility criteria set forth in Clause 3.4 referred to as AB-PM JAY Beneficiary Family Unit henceforth in the document.

4. **AB PM-JAY AB PM-JAY CMHIS Nagaland or the Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana Chief Minister Health Insurance Scheme Nagaland** means the converged health insurance scheme of AB PM-JAY and the CMHIS launched by the Government of Nagaland as set forth in Clause 3 of this Contract. For the purpose of this document, AB PM-JAY and AB PM-JAY CMHIS shall mean the same scheme and these terms are used and will be interpreted interchangeably.

5. **Abuse/Waste** Abuse refers to those provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the AB PM-JAY

CMHIS, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the AB PM-JAY CMHIS.
'Waste' refers to unintentional inadvertent use of resources (prescribing high cost medicines when generic versions are available).

6. **AFO login** Anti-Fraud Officer Login for Audit of claims

7. **Applicable Laws:** All laws, brought into force and effect by the Government of India or the Government of Nagaland, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP.

8. **Audit** Audits shall comprise of both desk audits, or social audits including telephonic audits, field visits and forensic audit where necessary to achieve audit objectives as given under this Tender Document.

9. **Authorized Signatory** The Bidder's representative/ officer vested explicitly, by means of a power of attorney as per this RFP with the powers to commit the authorizing organization to a binding agreement. In case of a corporate body, such power of attorney has to be supported by a board resolution duly certified by the company secretary/director of such corporate body.

10. **Beneficiary** means all people who are residents of the state as defined in Clause 3.4 of this Tender document.

11. **Beneficiary Family Unit** 'Family means father, mother, husband, wife, brother, sister, son, daughter and includes grand-father, grand-mother, grand-child, adoptive father or mother, adopted son or daughter living together as a single household.

    As regards government servants and government retirees, the definition of family shall be as per the Central Services (Medical Attendance) Rules 1944 – a government servant's wife or husband as the case may be, and parents, sisters widowed sisters, widowed daughters, minor brothers, children, step children, divorced/separated daughters and stepmother wholly dependent upon the government servant and are normally residing with the government servant.

12. **Benefit Risk Cover or Benefit Cover** refers to the annual basic cashless hospitalisation coverage of Rs. 5,00,000/- (Rupees five lakhs only) on a family floater basis, that all the insured families would receive under the AB PM-JAY CMHIS beneficiary family units.
    In addition, beneficiaries belonging to the category CMHIS (EP) i.e., Employees and Pensioners of the Government of Nagaland are eligible for top up cover of Rs.15,00,000/- (Rupees fifteen lakhs only) over and above basic cover.

13. **Bid** refers to a bid containing Qualification Bid and Financial Bid, that is submitted by an eligible Agency for qualification and award of the Contract in accordance with this Tender Document as per the provisions laid down therein. Bid(s) shall collectively refer to all Bids submitted by all the interested Bidders.

14. **Bidder(s)** refer to eligible agencies that submit their Bids within the Bid Due Date in accordance with this Tender Document.

15. **Bid Validity Period** shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due Date) for which each Bid shall remain valid.

16. **Claims Audit** Audit of claims submitted by Hospitals

17. **CMHIS or the Nagaland Chief Minister Health Insurance Scheme** means the health insurance scheme launched by the Government of Nagaland as set forth in Clause 3 of this Tender Document.

18. **Companies Act** refers to the Companies Act, 2013, provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013.

19. **Condition Precedent** mean conditions precedent to signing the Contract and refer to the conditions to be fulfilled by the Agency prior to the execution of the Contract.

20. **Contract** means Contract which shall be executed between the selected bidder and the SHA for the execution of work outlined in the tender.

21. **Days** mean and shall be interpreted as calendar days unless otherwise specified.

22. **Desk Claim Audit** Audit of claims on basis of documents uploaded by Hospital on Transaction Management Software and NHA / SHA Guidelines including Standard Treatment Guidelines and other instructions issued from time to time

23. **Disciplinary Action** Shall mean any decision taken by competent authority in terms of Guidelines, Standard Operating Procedures, Notifications, Directions or Orders issued by SHA, NHA, or Government of Nagaland.

24. **DoHFW** shall mean and refer to the Department of Health and Family Welfare, Government of Nagaland.

25. **EHCP or Empanelled Health Care Providers** shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the Beneficiaries under the AB PM-JAY CMHIS within or outside the state of Nagaland.

26. **Financial Bid** refers to financial bid submitted by a Bidder to the SHA in response to this Tender Document, in the format provided in Annexure 9 of the RFP.

27. **Financial Year** means the accounting year (viz. 1st April to 31st March) followed by the Government of Nagaland in the course of its normal business in India.

28. **Forensic Audit** means detailed investigation into a claim with the soole purpose of examining circumstances, documents and payments relating to such claim with the objective of establishing veracity of the claim and detection of fraud, abuse, waste and material misrepresentation relating to such claims made.

29. **Fraud** shall mean and include any intentional and/or wilful deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organization. It includes any act that may constitute fraud under any applicable law in India.

30. **Government employees** shall mean all regular employees under the GoN who are entitled for Monthly Medical Allowance and Medical Re-imbursement scheme.

31. **Government of Nagaland or the GoN** means and refers to the duly elected Government in the State of Nagaland in which the tender is issued (same as the **State Government**).

32. **Health Insurance** Health insurance is a type of insurance that covers medical expenses.

33. **Health Insurance Policy** is a contract between an Insurer and an individual /group/household/family in which the Insurer agrees to provide specified health insurance cover at a particular “premium”.

34. **HEM** Hospital Empanelment Module provided by NHA.

35. **Hospital Audit** Hospital audit carried out on field on basis of desk audit findings and inspection of Hospital Infrastructure and Health Services availability and compliance with all relevant statutes.

36. **IEC** shall mean Information Education and Communication and refer to all such efforts undertaken by the State Health Agency, the State/ UT Government that are aimed at promoting information and awareness about the AB PM-JAY CMHIS and its benefits to the potential beneficiaries in particular and to the general population at large.

37. **IT** Information Technology

38. **Material Misrepresentation** shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.

39. **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.

40. **NAFU** National Anti-Fraud Unit

41. **NAFU Triggers** Fraud -triggers generated by NAFU from time to time.

42. **Nagaland Health Benefit Package 2025** or the **N-HBP 2025** refers to the package of services required to treat a condition/ailment/ disease that insured beneficiary families would receive under the Scheme.

43. **NDA** A non-disclosure agreement signed by the personnel hired by the Agency

44. **NHA** National Health Authority, Government of India.

45. **Other Government Officials** shall mean regular employees of State Public Sector Undertakings of the Government of Nagaland, Corporations and Autonomous Bodies, who are/were entitled for Monthly Medical Allowance and Medical Re-imbursement scheme of the Government of Nagaland.

46. **Policy Cover Period** shall mean the standard period of 12 (twelve) calendar months from the date of start of the Policy Cover or lesser period as per contract entered between the SHA and the Insurer.

47. **Qualification Bid** refers to the qualification Bid submitted by a Bidder, in the format provided in Annexure 1 to Annexure 8 and Annexure of this RFP.

48. **Risk Cover** shall have the same meaning as **Benefit Risk Cover or Benefit Cover.**

49. **SAFU** State Anti-Fraud Unit

50. **Scheme** shall have the same meaning as the **AB PM-JAY CMHIS**.

51. **Service Area** refers to all the existing districts and any new districts that may be created by the state government in the geographical territory of the state of Nagaland at any point in time for the implementation of the Scheme.

52. State Government refers to the duly elected Government in the State of Nagaland in which this Tender Document is issued (same as the Government of Nagaland).

53. State Health Agency (SHA) refers to the Nagaland Health Protection Society - agency/ body set up by the Government of Nagaland for the purpose of coordinating, managing, and implementing the AB PM-JAY CMHIS in the State of Nagaland.

54. Successful Bidder shall mean the Bidder (Agency) whose bid document is responsive, which has been prequalified and who has the highest score in the Quality and Cost Based Selection (QCBS) among all the shortlisted Bidders as per the bid evaluation criteria set forth in Clause 6 of Volume 1 of the Tender Document and whom the State Government intends to select and with whom it signs the Contract for this Scheme.

55. Tender Documents refers to this Tender Document published on __/__/____. Without prejudice, the Tender Documents shall include all Addenda issued by the SHA, any written responses of queries and any other documents made available by the SHA to the Bidders from time to time during the Tendering process.

56. TMS Transaction Management Software provided by NHA.

2.2. Relationship Between Parties

2.2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between SHA and the Agency.

2.2.2. Rights and Obligations of SHA and the Agency shall be as set forth in the Contract, in particular:

i. The Agency shall carry out the services in accordance with the provisions of the Contract; and

ii. SHA shall pay agreed fee to the Agency in accordance with the Contract.

2.3. Governing Law and Jurisdiction

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Kohima shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

2.4. Language

All notices required to be given by one Party to the other Party and all other communications; documentation and proceedings, which are in any way relevant to this Contract, shall be in writing and in English language.

2.5. Table of Contents and Headings

The table of contents, headings and sub-headings in this Contract is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

2.6. Communications

2.6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause 2.4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Contract.

2.6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the Contract.

2.7. Authorised Representatives

2.7.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by SHA or the Agency may be taken or executed by the officials specified in the Contract.

2.7.2. SHA may from time to time designate one of its officials as SHA Representative unless otherwise notified. SHA Representative shall be:

(insert designation)
Nagaland Health Protection Society,
Department of Health and Family Welfare,
Government of Nagaland

2.7.3. The Agency may designate one of its employees as Representative unless otherwise notified. The Agency Representative shall be:

(insert)

2.8. Taxes and Duties

Unless otherwise specified in the Contract the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and SHA shall perform such duties in regard to the education of such taxes as may be lawfully imposed on it.

2.9. Corrupt and Fraudulent Practices

The Agency is required to comply with policy regarding corrupt and fraudulent practices.

3. Introduction

3.1. The name of the Scheme is the "Ayushman Bharat Pradhan Mantri Jan Arogya Yojna-Chief Minister Health Insurance Scheme" or the "AB PM-JAY CMHIS" and shall hereafter also be referred to in this Tender Document as the "Scheme".

3.2. The Ministry of Health and Family Welfare (MoHFW), aims to reduce the out of pocket healthcare expenditures and to improve access of poor and vulnerable families who are included in SECC Database under D1, D2, D3, D4, D5 and D7 category (in case of Rural Population), Automatically Included category and 11 broadly defined occupational un-organised workers(in Urban Sector) of the Socio-Economic Caste Census (SECC) database of the State/ UT Government along with the existing enrolled RSBY Beneficiary Families not figuring in the SECC Database of the State / UTs to quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined in Clause 3.6.

3.3. The Government of Nagaland (GoN) has launched the Chief Minister Health Insurance Scheme (CMHIS) in the State of Nagaland in convergence with AB PM-JAY, covering State Government Employees and Pensioners and households not covered by AB PM-JAY.

3.4. Beneficiaries Covered

The unit of enrolment is a Beneficiary Family as follows:

3.3.1. Beneficiaries Covered under AB PM-JAY

i. Families entitled for benefits under the Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY);
ii. 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);

3.3.2. Beneficiaries Covered under CMHIS

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

The estimated number of families in above 5 (five) categories are as provided in Table below:

Category	Category description	Minimum number of families for which fees will be paid*
Cat 1: AB PM-JAY	Those eligible under (AB PM-JAY)	2,59,468
Cat 2: Additional AB PM-JAY	Additional categories who have been extended benefit of PM-JAY, e.g., Building and Construction Workers (BoCW)	
Cat 3: GoN regular employees and other officials	3A: Regular employees of the GoN and other officials currently employed at Pay Level 15 and above and serving Parliamentarians/Legislators	1,029
	3B: Regular employees other officials of the GoN currently employed at Pay Level 10 to 14	6,912
	3C: Regular employees other officials of the GoN currently employed at Pay Level less than 10	64,184
Cat 4: GoN Pensioners	4A: Pensioners of the GoN and other officials who retired at Pay Level 15 and above and ex-Parliamentarians/Legislators	25,000**
	4B: Pensioners of the GoN and other officials who retired at Pay Level 10 to 14	
	4C: Pensioners of the GoN and other officials who retired at Pay Level less than 10	
Cat 5: (5a and 5b) General Population	Individuals not falling under any of the Categories 1 to 4 5a: NFSA card holders 5b: residents with valid Permanent Resident Certificate (PRC) or indigenous Inhabitant Certificate (IIC)	20,000
Total number of Beneficiary Family Units* **		**3,76,593**

**For any additional families enrolled beyond the minimum committed number of families, the State Government shall pay the Agency based on the discovered cost price per family. All such fees for the first year for each family shall be calculated on a prorated basis from the date of enrolment.*

*** Pensioner data segregated by payscale may be considered to be proportionate to the segregation by payscale of Government employees under Cat 3.*

**** It is expected that total families enrolled could be +-20% of the projected total families.*

3.5. Two Coverage Types

From the point of view of benefits, the benefits under the AB PM-JAY CMHIS are divided into two types: (a) Benefits for those eligible under AB PM-JAY and the uncovered general population herein after referred to as the CMHIS (GEN), where "GEN" connotes General Population; and (b) Benefits for government employees and pensioners herein after referred to as the CMHIS (EP) where "EP" connotes Government Employees and Pensioners. Table below provides details of coverage type for which each beneficiary category is eligible.

Category	Population category	Coverage type
Cat 1	Those eligible under (AB PM-JAY)	CMHIS(GEN)
Cat 2	Additional categories who have been extended benefit of AB PM-JAY, e.g., Building and Construction Workers (BoCW)	CMHIS(GEN)

Category	Population category	Coverage type
Cat 3	Regular employees and other officials of the Government of Nagaland and serving Parliamentarians/Legislators	CMHIS(EP)
Cat 4	Pensioners of the Government of Nagaland and ex-Parliamentarians/Legislators	CMHIS(EP)
Cat 5	Individuals not falling under any of the Categories 1 to 4	CMHIS(GEN)

3.6. Risk Cover

The Scheme provides hospitalization cover up to Rs.5 lakhs per annum on a family floater basis to all eligible beneficiary families of Nagaland. Any member of the covered family can avail treatment within the family 'wallet' of Rs.5 lakhs per annum.

In addition, beneficiaries belonging to the category CMHIS (EP) i.e., Employees and Pensioners of the GoN are eligible for top up cover of Rs. 15,00,000/- (Rupees fifteen lakhs only) over and above basic cover. The Basic Cover including the top up cover, wherever applicable, is the Sum Insured.

3.7. Cashless Services

All hospitalizations/treatment under the Insurance Cover of the Scheme are on a cashless basis for the beneficiary; and empanelled hospitals that provide services under the AB PM-JAY CMHIS are reimbursed for the same subsequently as per the package rates defined under the Scheme upto the available Sum Insured during a Policy Period.

3.8. Mode of Administering the AB PM-JAY CMHIS:

The AB PM-JAY CMHIS is administered through an Insurance mode upto the annual Sum Insured. Refer to table under this Clause 3.8 for details.

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

Category		Basic Cover up to ₹ 5 lakhs per annum	Top-up cover up to ₹ 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 and other officials, and serving Parliamentarians/Legislators	Insurance mode	Insurance mode
Category 4	GoN pensioners and ex-Parliamentarians/Legislators	Insurance mode	Insurance mode

Category 5	General population	Insurance mode	Not applicable

3.9. Nagaland Health Benefit Package 2025:

The Nagaland Health Benefit Package 2025 (hereinafter called the N-HBP 2025) is divided in two categories: N-HBP 2025 for CMHIS (GEN) and N-HBP 2025 for CMHIS (EP). Refer to Clause 3.5 for distinction between CMHIS (GEN) and CMHIS (EP). The details of these two categories of N-HBP 2025 are furnished below:

3.8.1. ***N-HBP 2025 for CMHIS (GEN)***

3.8.1.1. Procedures: The Scheme covers approximately 1950 in-patient procedures across 27 major clinical specialties. The procedures include both surgical and medical procedures and limited day-care packages. The list may undergo revisions, additions and deletions as the Scheme progresses, based on the feedback and suggestions received from stakeholders.

3.8.1.2. Bundled package costs: The package cost is an all inclusive cost which is payable for a particular procedure (including medical management cases). Cost of Implants, high end drugs and diagnostics may be additional in case of a few specific procedures.

3.8.1.3. Package prices: The package prices have been fixed by the DoHFW, GoN in consultation with relevant experts and providers, also taking help of relevant guidelines laid down by the National Health Authority (NHA) from time to time, as modified and applicable to Nagaland. The SHA may revise the package prices at regular intervals.

3.8.1.4. Standard Treatment Guidelines (STGs): The Insurer ensures that EHCPs comply with the mandatory documents specified in the STGs to the extent possible for submission of uniform set documents for claim in support of particular procedure booked for treating a patient, thereby improving operational efficiencies.

3.8.2. ***N-HBP 2025 for CMHIS(EP)***

Under the Scheme, all Beneficiaries under Category 3 (GoN employees) and Category 4 (GoN pensioners are entitled to in-patient care with differential room entitlement as per their employee grade (refer to 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

a) 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.
b) For patients availing bundled health benefit packages (surgical packages), no separate room rent.
c) For patients availing of medical management packages, room rents, medicines and consumables are booked as per utilization and paid as per the rates defined.
d) 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 a higher or lower category of accommodation, etc. are as per extant CGHS guidelines.

3.8.2.1. The benefits under the CMHIS (EP) are organized on a cashless basis at empaneled hospitals except for cases mentioned in Clause 3.8.2.4, which are on a reimbursement basis.

3.8.2.2. For treatment of CMHIS (EP) beneficiaries in CMHIS(EP) empaneled hospitals:

a) 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 are the same for investigation irrespective of the room entitlement.
b) 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
- Investigation Charges

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

3.8.2.3. For treatment of CMHIS (EP) beneficiaries outside Nagaland in GOI hospitals empanelled through CGHS:

For CMHIS (EP) beneficiaries accessing treatment at any of the GOI hospitals, i.e., all AIIMS hospitals, which are empanelled under Central Government Health Scheme (CGHS), prevalent CGHS rates applicable for that city across India with room category as per their room entitlement as set forth in the Table under Clause 3.8.2 above are applicable. For the sake of clarity, no other incentives referred to elsewhere in this document are applicable to such GOI hospital. However, if these hospitals are empanelled specifically under CMHIS(EP), all applicable incentives are applicable to the hospitals.

3.8.2.4. For treatment of CMHIS (EP) beneficiaries outside Nagaland in case of emergencies:

CMHIS(EP) beneficiaries can avail treatment in non-empanelled hospitals in case of emergencies provided there are no CMHIS(EP) empanelled hospitals in the city/town or when Specific procedures not available in any of the empaneled hospitals with approval of the State Medical Committee. Beneficiaries avail reimbursement for the treatment undertaken as per actuals or the applicable rates under N-HBP 2025 for CMHIS(EP), whichever is lower. Claim submission and processing is through a separate portal developed specifically for this purpose.

3.8.2.5. All beneficiaries under Category 3: GoN employee and other officials, and serving Parliamentarians/Legislators are allowed to avail of care with room upgrade per their room entitlement provisions outlined in Table under Clause 3.8.2 above.

3.8.2.6. All beneficiaries under Category 4: GoN pensioners are allowed to avail of care with room upgrade as per their room entitlement given in Clause 3.8.2 above based on the employee classification level at which they retired from service with the GoN.

3.8.2.7. STG as applicable for treatment of CMHIS (GEN) beneficiaries, are applicable for the CMHIS (EP) as well.

4. Project Background

Insurance: The Policy for the year 2024-25 was taken from M/s Future General Insurance Co. Ltd. on the above terms and the details of the Policy and Claims are as follows:

Policy No.	
Number of families covered	
Total premium paid	
Total claims paid (number of claims)	
Total claims outstanding (number of claims)	
Total claims paid (amount of claims)	
Total claims outstanding (amount of claims)	

The Policy for the year 2025-26 is placed with M/s _____ for a premium per family as per the table given below

Cover	Premium Per Family
Rs. 3,00,000 cover Beneficiary Family Unit eligible for BASIC RISK COVER to meet hospitalization expenses as per the Scheme for PM-JAY and CMHIS (GEN)	
Top up cover of INR 2 Lakh for PMJAY and CMHIS (GEN)	
Rs. 5,00,000 cover Beneficiary Family Unit eligible for BASIC RISK COVER to meet hospitalization expenses as per the Scheme for CMHIS (EP)	
Top up cover of INR 15 Lakh for CMHIS (EP)	

i. The purpose of the Tender Document is to select the most competent and experienced Agency to undertake two distinct types of audits under the AB-PMJAY CMHIS Scheme in Nagaland:
   a. post facto forensic audits to retrospectively investigate past claims, detect undetected fraud, and recommend systemic improvements for the period 2024-25; and
   b. continuous medical audits and field verification to ensure real-time compliance and integrity for a period of 3 years.

ii. The State is committed to ensuring maximum outreach of the Scheme to beneficiaries in an equitable manner and to deploying all its financial resources towards the rightful treatment of beneficiaries. However, the State realizes scheme uptake directly impacts the financial burden on the State and National exchequer. The SHA has developed robust anti-fraud measures to protect the integrity of the Scheme and has, in the past, taken stern action against various defaulting entities including beneficiaries, hospitals, health professionals, ISA, etc. for violation of prescribed NHA or SHA guidelines and violations of conditions of Agreement executed with the said parties.

iii. NHA also periodically shares NAFU Triggers, Hospital Audit reports, Hospital Outlier reports for SHA for further necessary audit, investigation and taking necessary action

iv. Additionally, SHA SAFU team carries out periodic hospital audits and claims audit of NAFU triggers, Hospital Outlier cases, SAFU Audit reports from time to time. With an intent to augment anti-fraud measures and activities under the Scheme, the SHA intends to engage a qualified and experienced Agency for carrying out regular audit of claims and hospitals.

v. While ongoing audits serve as preventive and corrective mechanisms, the SHA recognizes the need for a deeper, retrospective forensic audit to uncover undetected fraud, financial leakage, or systemic failures that may have bypassed routine checks.

vi. The Post Facto Forensic Audit is intended to

   a. Identify reasons for sudden increase in claims in the financial year 2024-25 including but not limited to hospital behaviors, procedural loopholes, and systemic vulnerabilities
   b. Identify fraud, waste and abuse such as fraudulent billing practices, overcharging, duplicate / multiple claims, excessive diagnostics/surgeries, material misrepresentation and other financial irregularities
   c. Identify weaknesses and gaps in the Scheme rollout that could enable fraud, abuse, or operational inefficiencies, and recommend areas for strengthening controls and processes.

5. Summary of the Project

5.1. Audit Expectations from Agency

5.1.1. The Audit Agency is required to examine claims and audit hospitals to explore possibilities of plausible abuse or fraud adopted by Hospitals. Key indicative frauds/ abuse / waste that the Agency is expected to ascertain during their audit is attached as Appendix 1

5.1.2. The Audit Agency is required to carry out package wise, specialty wise, hospital wise, district wise trend analysis and advise SHA in strengthening anti-fraud measures including reserving or de-reserving of package, package cost rationalization, seeking additional supporting documents (implant photo, barcode, patient photo), training and capacity building of ISA claim processing team, revision of HBPs and others. The

Agency is expected to deploy project specific market available ready IT tools and services for generating fraud triggers and trends if required. The Agency shall be expected to research, examine and investigate scheme uptake in the State and share red flags (prospective new frauds and trends) with SHA.

5.1.3. The Audit Agency is required to develop an audit strategy that ensures examination from all aspects of the claims for the past year and in the upcoming policies and to undertake and complete all such investigations as prescribed or deemed necessary for ensuring the achievement of the desired objectives and for preparation of a detailed report for submission to SHA not later than __ months from date of agreement.

5.2. Audit Mechanism for Continuous Audit

5.3.1. The Agency shall audit claims prescribed for audit under State Anti-Fraud Unit (SAFU) logins, either SHA –AFO actionable logins or non-actionable logins and claims audit pending at state logins. The Agency is required to update the audit remarks on SHA SAFU logins for the claims audited. Additionally, the Agency is required to provide detailed audit remarks along with their analysis, recommendations and plausible actions to SHA for all the audits carried out by the Agency.

5.3.2. The Agency shall be responsible for providing detailed analysis reports of audits carried out in the manner as prescribed in Appendix 2 and Appendix 3. SHA may change the format of reporting as and when required.

5.3.3. The Agency shall perform the Services with the highest professional standards and best industry practices. The Agency warrants that the Services will be rendered (i) promptly, diligently, and in a skilled and workmanlike manner consistent with the standards of professional competence generally accepted in the industry, and (ii) in full compliance with the terms of this Agreement, all applicable laws, and the guidelines, directions, and instructions issued by NHA and SHA from time to time.

5.3.4. The Agency shall ensure equitable distribution of claims (specialty-wise, package-wise and hospital-wise) is carried out in sampling cases of audits. Notwithstanding instructions above, the Agency shall ensure Hospitals, packages or specialties with higher incidence of abuse and fraud must be adequately sampled and audited. SHA may issue specific instructions with respect to audit samples to be audited by the Agency under the Scope of Work.

5.3.5. The Agency shall ensure to furnish analysis of desk audit data and based on this analysis it shall derive field audits strategy and schedule. The same shall be shared with the SHA for necessary instructions to the Agency. The SHA may instruct the Agency to deploy desk audit teams and specialists to carry out field audit and claims medical audit as and when required. All findings of desk audits must be presented to SHA and on the basis

of the findings of desk audit, the Agency shall propose field audits in its field audit schedule.

5.3.6. Agency shall be provided one or all of the following tools to carry out the audit:-

a. Actionable or non-actionable TMS Anti-Fraud/Audit logins, Agency is required to submit their reports to the SHA
b. Audit logins before claims are forwarded to ACO login, Agency is required to submit their reports to SHA
c. Non action or actionable audit logins for audit of Preauthorization approved claims
d. Claims data from data warehouse through secure access and Agency is required to submit their reports to SHA.

5.3. Audit Team

5.4.1. The Audit Team members shall be subject to SHA approval. SHA at its own discretion may instruct Agency to replace any member from the project if found to be non-performing.

5.4.2. A Project Manager Lead is mandatorily required to be deployed at the SHA Project Office as Single Point of Contact for the SHA. The Project Manager must have a minimum management experience of at least 5 years related to public health insurance or group health insurance. The Manager must have a minimum of MBBS/BDS or other Graduate degree.

5.4.3. The Audit team shall mandatorily comprise of the following members (Details of Manpower Requirement are given in Appendix 6):

Sr. No.	Team	Min. members
1.	Project manager	1
2.	Medical Manager	1
3.	Medical Officer (Desk+ Field)	8
4.	Field Investigation	10
5.	Panel of specialist and super-specialist	Empanel as per requirement

5.4.4. The above resources shall actively carry out the audit function under continuous supervision of specialists and super specialists empanelled by the Audit Agency.

5.4.5. The Agency understands that this is the minimum requirement of Audit Personnel to be deployed under this project. The Agency is required to increase the resources corresponding to the increase in audit requirements increase from time to time. The SHA may instruct the Agency to replace resources with similar or equivalent backgrounds for audit of other specialties as and when required. The Agency

understands that the desk audit team shall carry out a minimum audit of at least 60 claims and medical audit per resource per working day. SHA may inspect the remote location or require personnel stationed outside SHA project office to attend meetings or review, as and when required.

5.4.6. The above resources shall guide and assist the audit team and provide expert opinions on case-to-case basis. Expert opinions may be used to file responses before appropriate forums including documentation, investigation reports, SCN, replies, RTI, submissions before judicial or quasi- judicial forums. The specialists shall be required to provide their inputs on HBPs review and State Technical review of packages for operation or financial feasibility and SHA's anti fraud measure.

5.4. Other Requirements

5.5.1. The Project Manager must be stationed at SHA Project Office.

5.5.2. The Agency is required to furnish a detailed report of the audits carried out in the format prescribed in Appendix 2 and Appendix 3.

5.5.3. The Agency, including its employees and team members, is strictly prohibited from participating in claim processing for the Insurance Company or from being employed by or engaged as consultants with any HealthCare Provider empanelled under AB-PMJAY CMHIS Nagaland. Any breach of this obligation shall entitle NHPS to terminate the Agreement immediately and to recover all losses, damages and costs incurred as a result of such non-compliance.

5.5.4. Confidentiality requirements – The Agency understands that all data of patients and communications with the SHA and any other governmental agency are confidential privileged information and the Agency along with its employees, agents, consultants and staff shall ensure non abuse of such information without due approval from patients and/or Government Agency. The Agency and its employees, consultants and personnel will be required to execute a Non-Disclosure Agreement with SHA in the format prescribed in Appendix 5.

5.5.5. Professional excellence - The entire responsibility of providing optimum level of quality audit service lies with the Agency. It is expected that all professionals shall provide their services with the highest standards of professional excellence. Professionals shall have the highest integrity and ethics towards their profession. The SHA may request any or all resources to be replaced due to potential conflict incidences or deficiency in services.

6. Scope of Work

6.1. Desk Audit

6.1.1. The scope of medical audit under the Scheme shall focus on ensuring comprehensiveness of medical records and shall include but not be limited to:

- Completeness of the medical records file.
- Evidence of patient history and current illness.
- Operation report (if surgery is done).
- Patient progress notes from admission to discharge.
- Pathology and radiology reports.
- Fraud trigger and outliers examination.

6.1.2. The Agency shall be required to carry out a minimum of 25% desk claims audits every month.

6.1.3. The Agency shall be required to carry out desk audits of 100% of NAFU and SAFU case triggers.

6.1.4. The Agency shall carry out 100% audit of CPD reject cases and minimum 25% audits of PPD approved cases subject to future requirements.

6.1.5. An indicative minimum audit requirement is placed below for reference only. The Agency understands that SHA may increase or decrease the audit requirement of any of the audit types to a maximum limit as indicated in the table below upto a maximum of 25% of the total indicative audit count requirement. Additionally, depending on overall claim processing by ISA, this indicative count itself is subject to change. Agency to also design / Flag triggers for Fraud detection.

Audit type	Audit Indicative %
SAFU Trigger cases shared by SHA	100
NAFU Trigger cases shared by SHA	100
Rejected Claims	100
Preauth approved cases	5
Claim Adjudication Audit	25
Mortality	100
Medical Audit (Desk Audit/ field audit)	25
LAMA/DAMA	100
Medical Audit Committe	100

6.1.6. The Agencyis required to carry out claims desk audit including examination of fraud triggers through designated audit logins provided by the State Health Agency in line with standard operating procedures issued by State Health Agency read along with claims and anti-fraud guidelines issued by National Health Authority from time to time.

6.1.7. Independently, 5% of those first-level audits (randomly selected) shall be re-audited by SHA Audit team to verify completeness and bias-free findings. Any discrepancy in audit findings of TPA and SHA Audit team may invite penalty as per relevant clause.

6.1.8. Desk Medical Audit: Desk Medical Audits will be carried out to verify

- Need of treatment.
- Rightful selection of package
- Compliance with Standard Treatment guidelines
- Length of stay
- Highlighting Abuse / Waste by Hospitals
- Triggering fraud claims
- Intimating SHA of any fraudulent activity pattern
- Scheme and package outliers
- Hospitals with non-compliance of mandatory documents.
- Utilization Pattern

6.1.9. Home Visits for High Value Claims: The Agency shall conduct a mandatory home visit of the beneficiary within 7 working days of audit assignment. for any desk audited claim exceeding

i. Rs 1 lakh for CMHIS (GEN), or
ii. Rs 2 lakhs for CMHIS (EP)

6.1.10. NAFU Trigger Audits

i. Medical Desk Audit and providing detailed remarks against NAFU Triggers
ii. Assisting in filing detailed investigation report against Hospitals
iii. Processing triggers of Fraud/Audit Login
iv. Verification of case-related documents (prescription, clinical notes, investigation reports, discharges summary, etc.)
v. Hospitals with non-compliance of mandatory documents.

6.1.11. SAFU Fraud Claims Audit

i. Supporting SHA in audit of Hospital claims
ii. Desk Medical claims audit

6.2. Hospital Audit

6.2.1. The Agency is required to carry out claims desk audit, including examination of fraud triggers, through designated audit logins provided by State Health Agency, in line with Standard Operating Procedures issued by State Health Agency read along with claims and anti-fraud guidelines issued by National Health Authority from time to time. During the process of field audit and verification, an investigator visits the hospital premises to collect real time or post facto (as case may be) information on the triggered cases. During the process, the investigator will collect indoor documents related to the claim, information about hospital infrastructure and availability of specialists/ resource, meet treating doctor etc. At the time of visit, if AB PM-JAY CMHIS beneficiaries are admitted in the hospital, then the investigator will interact with them and verify information as recorded in the documents, and obtain feedback from the patient regarding the quality of service, benefits of the scheme or money being charged by the hospital.

6.2.2. Hospital audits shall be conducted for a minimum of 2 (two) times in a policy year

6.2.3. The scope of work is to audit the following: -

i. Hospital infrastructure audit, fire, BMW, Building permission, and other statutory requirements
ii. Availability of empanelled specialty infrastructure
iii. Hospital Audit Checklists as per SHA / NHA format
iv. Hygiene and beneficiary facilitation processes
v. Availability of HR for empanelled specialty
vi. Any fraudulent activity.
vii. Examination of case files and matching them with TMS documents
viii. OPD to IPD conversion
ix. Mismatch of packages
x. Wrongful package selection and upcoding
xi. OOPE (Out of pocket expenditure)

6.2.4. Conducting Field audit and verification under the Scheme as per SHA guidelines.

6.2.5. Collection of all documentary and digital evidence (photos, photocopies, patient statements, videos etc.) during field visits in accordance with Indian Evidence Act, 1872 as defined under section 45, 45A, 61, 62, 63, 65, 65A, 65B, 67, 74, 75, and 77. The Agency may refer to NHA's investigation framework for better understanding on evidence collection.

6.2.6. Collection of patients related evidences as mentioned in NHA/SHA framework for investigation and verification but not limited to, treatment details, real time photos, videos, beneficiary statements, beneficiary ID related documents etc.

6.2.7. Collection of hospital related evidence such as but not limited to, overall hospital infrastructure, human resource available and all relevant certificates required, as per guidelines of NHA, State Government, Medical Council of India and Ministry of Health.

6.2.8. Collection of evidence related to but not but not limited to, visibility of AB-PMJAY CMHIS promotional boards, availability of PMAM (Pradhan Mantri Arogya Mitra), availability of PMAM kiosk, visibility of PMAM kiosk, availability of IPD/OPD/OT register at the time of visit, availability of pharmacy records, laboratory records, implants and prosthesis register etc. and any other evidence as mentioned in the NHA / SHA investigation framework or medical audit manual.

6.2.9. Interaction with live patient at the time of hospital visit and record findings and observations as per NHA/SHA investigation framework.

6.2.10. Initiate home visits to interact with the beneficiary and record findings and observations, if required.

6.2.11. Submission of investigation findings and observations in required standard format within 5 working days (or as stipulated by SHA) to the person assigned by SHA. The report should be signed and verified by the audit team assigned to the zone / district.

6.2.12. Leveraging investigation tools / technologies as prescribed by NHA or SHA, for real time / near real time investigation and verification.

6.2.13. Free of cost inputs for enhancing investigation operational guidelines.

6.2.14. Preparation and planning for field audit:

i. Carry out field audit with due recording of the audit with on body cameras and / or mobile recorded videos.
ii. Ensure authority letters and approvals are in place.
iii. Prepare a timetable for audit.
iv. Audit objectives and roles shall be clearly defined to the investigator.
v. Ensure that the investigator is trained in audit.
vi. Investigator shall be well versed with tools and formats and shall be handy.
vii. Investigator shall have all information pertaining to the case, the hospital, and the beneficiary handy to compare with the actuals at the time of visit.
viii. Reporting of field audit and verification findings

6.2.15. Field investigation and verification report shall be in accordance with AB - PMJAY CMHIS guidelines.

i. The findings of field investigation and verification shall be compiled in a logical sequence.
ii. Offline reports shall be submitted to the respective SHAs within 5 working days of investigation.
iii. The observation shall be unbiased and factually correct.
iv. Report shall be submitted with all supporting evidence

6.2.16. Short Notice Field (Hospital) Audits

i. At least 10% of field (hospital) audits each quarter must be conducted at short notice (less than 24 hours) to the EHCP.
ii. All field-audit evidence (photos, interviews, documents) must be geo-tagged and timestamped using SHA-approved mobile apps. Any evidence missing metadata will be deemed non-compliant and excluded.

6.3. Hospitalised Beneficiary Audit

The Agency shall conduct audits of hospitalised beneficiaries under the Scheme as per the parameters outlined below:

i. Availability of Beneficiary at Hospital (Phantom billing verification)
ii. Facilitation by hospital/Arogya Mitra
iii. Quality of care
iv. Feedback
v. OPD to IPD conversion
vi. Mismatch of packages
vii. Wrongful package selection and upcoding
viii. OOPE
ix. Beneficiary audit (Post-Hospitalization) Beneficiary has availed treatment at the hospital
x. Quality of care
xi. Feedback
xii. OOPE (Submit the documents related to treatment or bills at SHA office)
xiii. Package booked correlates with the treatment taken
xiv. In case of any other grievance, it should be brought to SHA notice
xv. All beneficiary audit must be done only after taking written consent of the patient/beneficiary

6.4. Beneficiary Mystery Audits

Annually, the Agency must deploy at least 2 “decoy”/mystery-beneficiary audits in

hospitals previously flagged for OOPE or up-coding. Results and learnings must inform the next quarter's sampling strategy.

6.5. Other Ancillary Support Functions

The Agency shall undertake the following responsibilities in support of the State Health Agency (SHA):

i. Supporting SHA in N-HBP 2025 Package analysis
ii. Advising SHA on Standard Treatment Guidelines revisions
iii. Advising SHA in formulating SOP for anti-fraud measures
iv. Preparing Investigations reports
v. Preparing monthly audit reports and MIS for SHA
vi. Preparing Show Cause Notice and orders against Hospital, doctors for claim audits, NAFU and SAFU triggers and Hospital audits
vii. Supporting SHA in court filings, appeals or other disciplinary proceedings relating to scope of work
viii. Supporting SHA in NHA responses, RTI replies, and other civil or criminal proceedings relating to scope of work

6.6. Compliance to NHA/SHA Guidelines

The Agency shall strictly follow the NHA "Framework For Field Investigation And Verification" and "Field Investigation And Medical Audit Manual" and any other extant guidelines on fraud and audit issued by NHA or SHA from time to time, unless specifically mentioned otherwise in this Tender Document.

6.7. Indicative Audit Requirements from Auditing Agency

The Audit Agency shall conduct audits to verify whether hospitals, the ISA, and other relevant stakeholders are complying with the following requirements:

i. All inpatients' photographs should be bedside photos for all preauthorization, enhancements and discharge. Empanelled Hospitals must include discharge picture with Ayushman Bharat kiosk / discharge ticket / post discharge medicine.
ii. Clinical pictures should include on bed photos for general, HDU, ICU packages.
iii. Mandatory specimen should be uploaded for all surgical packages, if prescribed.
iv. Hospitals must upload named documents while uploading. A standardized nomenclature may be used.
v. Detailed operative notes in surgical cases are mandatory, compliant with standard treatment guidelines.

vi. All investigation/diagnostic reports are required to be signed as per extant guidelines/OM issued by NHPS/NHA.

6.7.1. For dialysis cases:

i. Dialysis chart with seal and signature of treating doctor /dialysis in-charge.

6.7.2. For Radiotherapy packages:

i. The hospital shall submit detailed Radiotherapy plan including number of sessions planned at the time of pre-authorization and

ii. Hospital shall submit details of number of fractions given to the patient during the treatment, at the time of discharge.

iii. If Hospital has not given the total approved fractions, then Hospital should mention the same in remark and raise the bill according to the number of fractions given to the patient

6.7.3. For Chemotherapy:

i. Treating physicians should clearly mention the chemotherapeutic agents which are used in the treatment. it is observed that physicians are writing the name of chemotherapeutic in manner which is not legible this may result in rejection of the claim.

ii. Hospital should write name and ID of the patients on the carton of the chemotherapeutic agent when uploading their pictures along with the date and time stamp.

iii. Hospitals may be advised to mandatorily get signed feedback form and informed consent form from the patients in compliance with General Order 1 of 2019 and Advisory of SHA.

6.7.4. For medicine packages

i. All enhancements must be substantiated with detailed notes, clinical conditions in line with standard treatment guidelines issued by NHA,

ii. Enhancement, if any, must be applied with one day of expiry of previous enhancement.

iii. All inpatients' photographs should have date and time stamp for all preauthorization, enhancements and discharge. Empanelled Hospitals may be advised to include discharge picture with Ayushman Bharat kiosk / discharge ticket / post discharge medicine.

iv. It is mandatory to upload on bed photo of the patient with placard showing date and time of enhancement / discharge.

6.8. Monthly Red-Flag & Trend Report

Every month, the Agency shall deliver:

i. A list of top 10 "outlier" hospitals by:
   a. Claims rejection rate > 5%
   b. Average claim value > 2 σ above state mean

ii. Specialty-wise and package-wise anomaly trends.

iii. Recommended "deep-dive" investigations for any new anomaly.

6.8.1. Forensic-Grade Evidence Standards

All photographic, documentary, and testimonial evidence must comply with Indian Evidence Act provisions (Sections 45, 65B, etc.) and use SHA's standard templates. Each piece of evidence must be dual-authenticated by two independent investigators.

6.8.2. Comprehensive Fraud Typologies

The audit approach shall explicitly cover:

i. Hospital/provider fraud (up-coding, phantom billing)
ii. Beneficiary fraud (bogus admissions, fake documents)
iii. Insurer-side collusion (in-house staff malpractice)
iv. Third-party fraud (brokers, equipment suppliers).

6.9. Penalties & Performance-Linked Fees

i. If any "clear-cut" fraud missed by the Agency is later identified by SHA or NHA, a penalty of ₹5,000 – 10,000 per case shall apply, deducted from the next invoice.
ii. 10% of the Agency's monthly billing shall be withheld and released only if:
    a. ≥ 90% of high-value claims were correctly flagged, and
    b. All dashboards/reports were delivered on time.

6.10. Conflict-of-Interest & Staff Rotation

Every audit team member must submit a quarterly Conflict-of-Interest declaration certifying no familial, financial, or professional ties to any empanelled EHCP.

6.11. Review of Implementation of Recommendations in Post Facto Audit Report approved by SHA

The Agency will also ensure that it tracks the implementation of all recommendations made by it in the post facto audit and approved by the SHA during the continuous audits and report on the status and benefits / outcomes of the implementation on the claims as part of the regular audit reports to be submitted by it every quarter.

6.12. Reporting Requirements

6.12.1. Monthly Audit Dashboard

To be submitted by the 5th working day of each month, covering the previous calendar month. It shall include:

- Executive Summary (1-page) with key metrics and high-level observations.

- Audit Summary Table (see Appendix 3-1).
- Top 5 red-flag cases with recommended next steps.
- Trend charts (package-wise, specialty-wise anomalies).
- AI-trigger performance metrics (total flags vs. manual follow-ups).

6.12.2. Quarterly Comprehensive Report

To be submitted within 10 working days after each quarter. It shall include:

- Full Executive Summary (maximum 3 pages).
- Deep-dive analysis on any one emerging fraud trend.
- Quarterly comparisons of KPI performance (desk vs. field, first vs. second-level audits).
- Case study write-up for one significant fraud uncovered (with anonymized details).
- Impact analysis of implementation of recommendations made in post facto audit report.
- Recommendations for policy or package revisions.

6.12.3. Ad-hoc Incident Reports

Within 48 hours of any detected major fraud (≥₹5 lakhs), the Agency shall issue a "fraud incident alert" via email and follow up with a 5-page incident report (see Appendix 3-3).

6.12.4. Format Compliance

All reports shall use the standard templates in Appendix 3 (Excel/PDF), include page numbers, date-time stamps, and be signed off by the Agency's Project Manager.

6.13. SHA Project Office

The Agency shall be required to deploy resources at SHA Project Office or hybrid mode as detailed in this document. The agency shall provide its resources computer, internet connectivity, workstations, chair, desk, electricity connection, fan/ac etc as required. Any other expense related to travel, field audit, remuneration, boarding, lodging shall be borne by the Agency. The Agency is required to deploy the Team at SHA Project Officer within thirty (30) days of execution of Contract.

7. Payment Terms

7.1. The SHA shall pay the Agency a fee as per the rate schedule provided in the following table:

Particulars	Cost Per Family (Excluding GST)* (INR)

Cost per family for Continuous Medical Audit and Field Audit	<to be filled in INR>

7.2. The payment of the Fee to the Agency by the SHA will be done as per the following schedule annually:

Sr. No.	Instalment 1 (Upon Start of the Contract)	Instalment 2 (After Completion of __months of Contract)	Instalment 3 (After Completion of __ months of the Contract)
1	45%	45%	10%

7.3. Submission of Invoice by the Agency:

i. First Instalment of the Fee: The Agency, upon start of the Contract shall raise an invoice as per Clause 7.2 above, subject to the provision of Clause

ii. Second Instalment of the Fee: The Agency, upon completion of __ months of the Contract shall raise an invoice as per Clause 7.2 above, subject to the provision of Clause

iii. Third Instalment of the Fee: The Agency, upon completion of __ months of the Contract shall raise an invoice as per Clause 7.2 above, subject to the provision of Clause

7.4. Processing and payment of Invoices:

i. The SHA shall review the work assigned to the Agency and shall process and pay all invoices once the SHA conveys its acceptance of the deliverables. In case any revisions are requested during the review, the Agency shall carry out such rework at no additional cost to the SHA. Payments are subject to deductions against penalties if any, as set forth in Clause 5.1. The payment will be released to the agency within 30 days of due diligence and acceptance of the invoice by SHA

ii. The SHA shall process and pay all invoices subject to deductions against penalties if any, as set forth in Clause 8.

7.5. It is expressly agreed that the price/fees mentioned in the Financial Bid by the bidder shall be deemed to include all ancillary and incidental costs and charges (including but not limited to travel costs, cost of hardware/software, any other costs, etc.) that are necessary for accomplishment of the scope of work and obligations mentioned in the RFP and the Agreement. No invoice for extra work/charge order on account of change order will be submitted by the bidder unless the said extra work/change order has been authorized/approved by the SHA in writing in accordance with the clause on Change Order.

8. Key Performance Indicators and Penalties

The Key Performance Indicators below define the terms of the Agency's responsibility in ensuring the timely delivery of the scope of work, quality of deliverables and other aspect of project as per the RFP and Agreement. The KPIs mentioned below are not exhaustive and any addition/ deletion to this list of KPIs shall be as per the direction of Nodal, NHPS. Maximum Penalty on the Agency shall be limited to 50% of the Annual Project Cost. In case the penalty exceeds 50% of the project cost, the Agreement with the Agency may be terminated with three months' notice. SHA shall proceed against the Agency to recover and appropriate the above penalty amount from the Invoice of the Agency.

8.1. Penalty

Case issue	First offence	Second offence	Third offence
If the investigation report is incomplete/ delayed or indicates casual investigation without adequate due diligence/ supporting evidence.	A penalty of upto three (3) times the concerned transaction/claim amount will be levied on the agency.	A penalty of upto five (5) times the concerned transaction/ claim amount will be levied on the agency.	De- empanelment/ blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
Manipulation or suppression of facts to support/fudge the findings or collusion of any kind between the agency and the entities involved in the investigated case.	A penalty of upto 20 times the transaction/claim amount will be levied on the agency.	De- empanelment/ blackli sting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.	
In case of unruly/ unprofessional behaviour by agency personnel working as investigator with the empanelled agency	A show-cause notice will be issued to agency. Agency shall respond within 3 working days of receiving the notice.	A formal warning letter will be issued to agency stating repetition will result in de- empanelment/ blacklisting.	De- empanelment/ blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the

Case issue	First offence	Second offence	Third offence
leading to above two penalties.			Competent authority.
Investigator accepting cash or any other gifts from hospitals to fudge the investigation report.	De- empanelment/ blac klisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent Authority		
Investigator shares the investigation findings with any outsider, with other hospitals or with the investigated hospital(s)	A show-cause notice will be issued to agency. Agency shall respond within 3 working days of receiving the notice.	A formal warning letter will be issued to agency stating repetition will result in de-empanelment/ blacklisting.	De- empanelment/ blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
Delay in the completion of work within the stipulated time. (Applicable in Desk Field Medical Audits, Beneficiary Home visits and feedback calls)	A penalty of up to ₹3000 per day will be levied on the agency		

9. General Terms

9.1. Period of Contract

The Contract will be signed with the Agency initially for a period of three years and annually extendable for one year only. The Contract may be renewed on the basis of satisfactory services rendered by the Agency. However, the extension, if any shall be at the same terms, and the financial fee as agreed during the execution of the Contract.

9.2. Monitoring Of Contract

If a delay in delivery of service is observed, a performance notice would be given to the Agency to speed up the delivery. Any change in the constitution of the Agency shall be notified forth with by such Agency in writing to NHPS and such change shall not relieve the Agency from any liability under the Contract.

9.3. Sub-Contracting

The Agency shall not assign or sub-contract the Contract or any part thereof to any other agency without the prior written permission of NHPS.

9.4. Signing of Contract

The Agency shall execute the Contract as per the Schedule from the date of work order with NHPS. In exceptional circumstances, on written request of the Agency for an extension, NHPS reserves the right to grant an extension for appropriate period, subject to satisfaction with the justification provided. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the tender and corrigendum issued shall also be applicable for the Contract.

9.5. Execution of agreement

During the term of Contract, the Agency will work closely with NHPS and will perform the activities as per the scope of work. In case of poor performance, or unjustified & repeated delays, NHPS shall terminate the Contract.

9.6. Contract Documents

Subject to the order of precedence set forth in the Contract, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

9.7. Recoveries from Agency

a. Recovery of penalties shall be made from instalments to be made to the Agency.

b. NHPS shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per Audit Agency Service Provider Contract. In case of failure to withhold the amount, it shall be recovered from dues of the Agency. The balance, if any, shall be demanded from the agency and when recovery is not possible, NHPS shall take recourse to law in force.

9.8. Taxes & Duties

The Agency shall protect, indemnify, and hold harmless the State Health Agency, from any and all claims or liability to:

i. pay any statutory levies / tax assessed or levied by any competent tax authority on the Agency or on the State Health Agency for or on account of any act or omission on the part of Agency; or

ii. on account of the Agency's failure to file tax returns as required by applicable Laws or comply with reporting or filing requirements under applicable Laws relating to Goods and service tax(GST) or Tax Deducted at Source (TDS); or

iii. arising directly or indirectly from or incurred by reason of any misrepresentation by or on behalf of the Agency to any competent tax authority in respect of the

service tax.

9.9. Copyright

The copyright in all materials containing data and information furnished to the Agency herein shall remain vested in NHPS, or, if they are furnished to NHPS directly or through the Agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

9.10. Force Majeure

9.10.1. Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.

9.10.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

9.10.3. A Party affected by an event of Force Majeure shall immediately notify the other Party within 7 working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

9.10.4. The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Contract, and has informed the other party within 7 days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

9.11. Termination

9.11.1. Termination for Default

i. NHPS may, without prejudice to any other remedy for breach of contract, terminate the Contract in whole or part by 30 (thirty) days' written notice, if the Agency fails to deliver any or all of the conditions of the Agreement or Scope of Work prescribed under RFP and Contract within the period(s) specified in the

Contract, or within any extension thereof granted by the SHA pursuant to conditions of the terms and conditions set out in the Contract or if the Agency fails to perform any other obligation(s) under the Contract.

ii. In the event of termination resulting under the aforesaid clause, NHPS shall be liable to make no payments in favor of the agency; however, NHPS will be entitled to take any recourse available under the law, including blacklisting the Agency.

iii. In the event that NHPS terminates the Contract in whole or in part, pursuant to the terms and conditions set out in the Contract, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Agency shall be liable to pay NHPS for all costs and expenses relating to procurement of such similar systems or services. However, Agency shall continue the performance of the Contract to the extent not terminated.

9.11.2. Termination for Insolvency

NHPS may at any time terminate the Contract by giving a written notice of at least 30 (thirty) days to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NHPS.

9.11.3. Termination for Other Reasons

NHPS, by 30 (thirty) days' written notice sent to the Agency, may terminate the Contract, in whole or in part at any time. The notice of termination shall specify that termination is for NHPS's convenience, the extent to which performance of the Agency under the Contract is terminated and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by Agency would be paid by NHPS.

9.11.4. Termination for Force Majeure

In event that a Force Majeure event continues for 90 (ninety) days and/or NHPS or the Agency does not see any feasibility of continuing the project due to a Force Majeure event, then NHPS may, on expiry of 90 (ninety) days or at any period before that in event of no foreseeability of project, issue a termination notice to the Agency, terminating the Contract with immediate effect. The Agency shall be awarded 30 (thirty) days to complete any pending activities and clear the premises provided by NHPS. Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Agency by NHPS.

9.12. Indemnity

9.12.1. The Agency shall at all times indemnify and keep indemnified NHPS against all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) a breach by the resources appointed by or through the Agency of any obligations specified in relevant clauses hereof; (b) negligence, reckless or otherwise wrongful act or omission of the resources appointed by or through the Agency including professional negligence or misconduct of any nature whatsoever in relation to services rendered by them;

9.12.2. The Agency shall at all times indemnify and keep indemnified NHPS against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

9.12.3. The Agency shall at all times indemnify and keep indemnified NHPS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency or its employees.

9.12.4. The Agency shall at all times indemnify and keep indemnified NHPS against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.

9.12.5. All claims regarding indemnity shall survive the termination or expiry of the Contract.

9.13. Confidentiality of Information and Data Protection

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

Agency during the course of dealings between the Parties or otherwise in connection with the scope of this Contract.

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

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

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

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

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

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

9.13.7. **Obligation to Maintain Confidentiality**: Agency agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Insurance Contract.

9.13.8. Confidential Information provided by the SHA is and will remain the sole and exclusive property of the SHA and will not be disclosed or revealed by Agency except (i) to other

employees of the Agency who have a need to know such information and agree to be bound by the terms of this Contract or (ii) with the SHA's express prior written consent.

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

9.13.10. The Agency shall at no time, even after end of the Term or Termination of this Contract, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Contract pursuant to Clause 9.13.6 above. The onus to prove that the exclusion is applicable is on the Agency.

9.14. Intellectual Property Rights

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

SHA shall have a right in perpetuity to use such newly created IPR, which may not be limited to processes, products, specifications, reports, drawings and any other documents produced leveraging any data which it has got access to during the performance and completion of services under this Agreement and for the purposes of inter-alia use of such services under this Agreement. Agency undertakes to disclose all such Intellectual Property Rights, to the best of its knowledge and understanding, arising in performance of the services of this Contract to the SHA.

9.15. Entire Agreement

This Contract entered into between the Parties represents the entire agreement between the Parties setting out the terms and conditions for the provision of benefits in respect of the medical audit and field investigation services under the AB-PMJAY CMHIS that are provided by the Agency.

9.16. Relationship

9.16.1. The Parties to this Contract are independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.

9.16.2. This Contract shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.

9.16.3. The engagement of any intermediaries or service providers by the Agency shall not in any manner create a relationship between the State Health Agency and such third parties.

9.17. Variation or Amendment

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

9.17.2. Notwithstanding anything to the contrary in Clause 9.16.1 above, the Agency agrees that the NHA and the State Health Agency shall be free to issue AB-PMJAY CMHIS Guidelines from time to time (including pursuant to the issuance of recommendations of the Working Group constituted by the NHA) and the Agency shall comply with all such AB-PMJAY CMHIS Guidelines issued during the Term, whether or not the provisions or terms of such AB-PMJAY CMSHIS Guidelines have the effect of varying or amending the terms of this Contract.

9.18. Severability

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

9.19. Notices

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

To: **Agency**
Attn: Mr. / Ms. _____
E-Mail: _____
Phone: _____
Fax: _____

To: **State Health Agency**
Attn: Mr. / Ms. _____
E-Mail: _____
Phone: _____
Fax: _____

9.20. No waiver

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

9.21. Publicity

Agency shall not use the trademarks and /or IPR of SHA and/or anything related to AB PMJAY CMHIS scheme without the prior written consent of SHA and/or any Competent Authority who is authorised to give such permission. Agency shall not publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement or the business of the Parties or relating to AB PMJAY CMHIS scheme without prior reference to and approval in writing from SHA for purposes other than those covered under scope of this Contract.

9.22. Dispute Resolution

Any dispute or difference whatsoever arising between the Parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach or termination of this Contract (a "Dispute") shall be determined in accordance with the procedure set out in this Clause.

9.22.1. Notice of Dispute and Manner of Dispute Resolution

i. Either Party may notify the other Party in writing of a Dispute (a "Dispute Notice"). The Parties shall attempt to resolve the Dispute amicably in accordance with the amicable resolution procedure set forth in Clause 9.22.2.
ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.22.2. Amicable Resolution

i. In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to [CEO of SHA] and the [Chairman of the Board of Directors]/[governing body] of the Agency for amicable settlement. Upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute.
ii. If the Dispute is not amicably settled within 15 (fifteen) days of the meeting for amicable resolution between the parties; either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.22.3.

9.22.3. Arbitration

i. [Any Dispute which is not resolved amicably by amicable resolution procedure under Clause 9.22.2 shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 9.22.3.ii. The provisions of the Arbitration and Conciliation Act, 1996 and Rules thereunder will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of such Arbitration proceedings will be held at Kohima, Nagaland, India. Any legal dispute will come under the sole and exclusive jurisdiction of State of Nagaland India.. The language of arbitration proceedings shall be English.
ii. The Board of arbitrators shall consist of 3 arbitrators, with each Party appointing one arbitrator and the third arbitrator being appointed by the two arbitrators so appointed. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the Kohima bench of the Guahati High Court of India.
iii. The Arbitrator shall make a reasoned award (the "Award"). Such award shall be implemented by the parties concerned within such time as directed by the Arbitrator in such Award.
iv. The Agency and the SHA agree that an Award may be enforced against the Agency and/or the SHA, as the case may be, and their respective assets wherever situated as stated in Arbitration Award. Both the Parties to bear their own cost pertaining to the Arbitration Proceedings.

9.22.4. Performance Pending Disputes

This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending written settlement in any amicable settlement proceedings or the Award

in any arbitration proceedings hereunder, unless this Contract has been terminated; or expressly provided otherwise in this Contract.

9.23. Miscellaneous

9.23.1. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the NHPS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

9.23.2. All documents and other information provided by NHPS or submitted by a Bidder to NHPS shall remain or become the property of NHPS. The Agency is to treat all information as strictly confidential. NHPS will not return any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to NHPS in relation to the assignment shall be the property of NHPS.

9.23.3. The NHPS reserves the right to make inquiries with any of the clients listed by the Agency in their previous experience record.

9.23.4. The Agency shall bear all the expenses regarding delivery of services.

9.23.5. The Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.

9.23.6. The Agency shall execute the whole work in strict accordance with guidelines of NHPS.

9.23.7. NHPS shall reserve the right to make any alterations in or additions to the original scope of work on mutually agreed terms. Any additional work which the Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by NHPS.

9.23.8. Any publicity by the Agency in which the name of NHPS is to be used should be done only with the explicit written permission of NHPS.

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

SIGNED, SEALED and DELIVERED

For and on behalf of
State of _____

Represented by
_____
_____

In the presence of:

(1)

SIGNED, SEALED and DELIVERED

For and on behalf of
Agency_____

Represented by
_____
_____

In the presence of:

(1)

Appendix 1 – Indicative List of Fraud Abuse and Waste

Sr No	Abuse / Waste / Fraud Types	Examples
Service Providers (EHCP)		
1	**Upcoding**	Unnecessary Diagnostics tests, expensive procedures, forgery, fabricating documents
2	**Cloning**	Using the same medical notes for various patients
3	**Phantom Billing**	No tests or procedures carried out, forgery, fabricating documents
4	**Inflated Billing**	Furnished extra usage of stents,
5	**Unbundling fragmentation**	Different procedures are undertaken separately
6	**Nonpermitted referrals**	Referred to a private facility
7	**Repeat Billing**	Same procedure twice
8	**Extended length of stay**	Medical management ex severe sepsis
9	**Manipulation in hotelling charges**	Hospital regular rates are lower than Scheme-prescribed rates
10	**Medically unnecessary interventions**	Unnecessary procedures, overtreatment, forgery, fabricating documents
11	**OOPs from beneficiaries**	Unauthorized money collection from beneficiaries
Beneficiary Frauds		
12	**Impersonification**	Posing as a beneficiary for availing benefits, eCard generation, fraud
13	**EHCP – Beneficiary**	Booking unnecessary procedures / raising fraudulent claims Availing Benefits under Multiple Scheme
14	**EHCP – TPA Fraud**	Approving otherwise deficient/fraudulent claims Fraudulent/Defective Audits

Appendix 2 – Detailed Audit Report Format

Appendix 2.1 Template for Medical Audit

(Indicative Subject to Change) Template for Medical Audit

AB-PMJAY CMHIS ID		Hospital ID	
Patient Name		Hospital Name	
Case No.		Hospital Contact No.	
Date of Admission		Date of Discharge	
Date of Audit		Time of Audit	
Name of the Auditor		Contact No. (Auditor)	

Audit Observations

No.	Criteria	Yes	No	Comments
1.	**Does each medical record file contain:**			
a.	Is discharge summary included?			
b.	Are significant findings recorded?			
c.	Are details of procedures performed recorded?			
d.	Is treatment given mentioned?			
e.	Is patient's condition on discharge mentioned?			
f.	Is final diagnosis recorded with main and other conditions?			
g.	Are instructions for follow up provided?			
2.	**Patient history and evidence of physical examination is evident.**			
a.	Is the chief complaint recorded?			
b.	Are details of present illness mentioned?			
c.	Are relevant medical history of family members present?			
d.	Body system review?			
e.	Is a report on physical examination available?			
f.	Are details of provisional diagnosis mentioned?			
3.	**Is an operation report available? (only if surgical procedure done)**			
a.	Does the report include pre-operative diagnosis?			
b.	Does the report include post-operative diagnosis?			
c.	Are the findings of the diagnosis specified?			
d.	Is the surgeon's signature available on records?			
e.	Is the date of procedure mentioned?			
4.	**Progress notes from admission to discharge**			

a.	Are progress reports recorded daily?			
b.	Are progress reports signed and dated?			
c.	Are progress reports reflective of patient's admission status?			
d.	Are reports of patient's progress filed chronologically?			
e.	Is a final discharge note available?			
5	Are pathology, laboratory, radiology reports available (if ordered)?			
6	Do all entries in medical records contain signatures?			
a.	Are all entries dated?			
b.	Are times of treatment noted?			
c.	Are signed consents for treatment available?			
7	Is patient identification recorded on all pages?			
8	Are all nursing notes signed and dated?			

Overall observations of the Auditor:

Significant findings:

Recommendations:

Signature of the Auditor

Appendix 2.2 Template for Hospital Audit

(Indicative Subject to Change) Template for Hospital Audit

Hospital Name		Hospital ID	
Hospital Address			
Hospital Contact No.			
Date of Audit		Time of Audit	
Name of the Auditor		Contact No. (Auditor)	

Audit Observations

No	Criteria	Yes	No	Comments
1.	Was there power cut during the audit?			
2.	If yes, what was the time taken for the power back to resume electric supply?			
3.	Was a AB-PMJAY CMHIS kiosk present in the reception area with proper IEC material?			
4.	Was any AB-PMJAY CMHIS trained staff present at the kiosk?			
5.	Did you see the AB-PMJAY CMHIS Empanelled Hospital Board with the scope of services displayed near the kiosk in the reception and other prominent areas?			
6.	Was the kiosk prominently visible?			
7.	Was the kiosk operational in the local language?			
8.	Were AB-PMJAY CMHIS brochures available at the kiosk?			
9.	Were the toilets in the OPD and IPD areas clean?			
10.	Was drinking water available in the OPD and IPD areas for patients?			
11	Were sanctioned beds/functional beds available as per the claimed beds by the hospital during empanelment?			
12	Was qualified manpower (full-time/part-time) as per the scope of services?			
13	Was the basic physical infrastructure of the hospital clean and intact?			
14	Were diagnostic facilities (in-house/outsourced*) as per the scope of services?			
15	Was a functional ambulance (in-house/outsourced*) available during the visit?			
* For outsourced services – check the signed MoU				

Overall observations of the Auditor:
Significant findings:
Recommendations:

_____

Signature of the Auditor
Date:

Appendix 3 – Reporting Formats

Appendix 3.1: Monthly Audit Summary Table

Metric	Definition	Target	Actual	Variance	Notes
Total claims screened	# of claims run through AI & desk audit	—			
First-level audits completed	# of claims manually audited	≥ prescribed			
Second-level re-audits	5% of first-level audits	=5% of above			
Red-flag cases	# of claims flagged for potential fraud	≥5 per 1k			
High-value home visits	# of visits for claims >₹1L/2L	=100%			
Unannounced field audits	# of field audits w/o notice	≥10% quarterly			

Appendix 3.2: Trend & Red-Flag Report

Hospital Name	Specialty	# Claims	Avg. Claim Value	Rejection Rate (%)	AI Flags	Action Recommended

(Include a bar chart of top 5 hospitals by rejection rate and a line chart of monthly flag volume.)

Appendix 3.3: Fraud Incident Report

1. Incident ID & Date
2. Summary: *(50-word description)*
3. Entities Involved: *(Hospital, beneficiary ID, etc.)*
4. Details of Alleged Fraud:
    - Nature (up-coding, phantom billing, etc.)
    - Documents/evidence collected
5. Preliminary Financial Impact:

Item	Amount (₹)	Notes
Claimed amount		
Recommended recovery		

6. Immediate Actions Taken
7. Next Steps & Recommendations

Appendix 4 – Indicative Guideline Of Human Resource Wise Productivity

(Indicative Subject to Change)

A. Productivity* KPIs for Key Staff				
SN	**Designation**	**Benchmark**	**Location**	**Brief Roles and Responsibilities**
1.	Audit Doctor	60 claims per person per day	SHA Project Office	• Verification of technical information eg. Diagnosis, clinical treatment, notes, evidences, etc. • Approve/assign/reject a claim • Raise query/ask for clarification trigger investigation

Appendix 5 – Agency Staff Member And Personnel Self Declaration Form

Note : This mandatory self-declaration form must be filled and furnished by all Staff Members and Personnel (temporary or permanent) including deputation staff, employees, consultants, experts, contractual staff, on a continuing basis. All Staff Member(s) and Personnel must update and disclose any material change in prior disclosed information as soon as such change comes into effect.

As a condition of my engagement with …….. (Agency Name) (**Agency**), and its engagement with State Health Agency, Nagaland, to carry out claims and hospital audits under Ayushman Barat and in consideration of my engagement with Agency, I agree to the following engagement terms and shall at all times comply with the same.

I agree to diligently adhere to all the principles prescribed hereinbelow and future guidelines and orders issued by SHA or Agency from time to time. I declare that I will bring any non-compliance of these guidelines to the attention of higher management for review as soon it comes to my knowledge. I understand that violations of this declaration or any other orders may result in discharge without warning. I declare that I will promptlydisclose to Agency or any officer so designated material change in information as soon asit comes into effect.

1. **Non-Disclosure of Confidential Information**. I agree at all times during the termof my engagement with Agency and thereafter, to hold in strictest confidence, and not to use, except for the benefit of SHA, or to disclose to any person or without written authorization of SHA, any Confidential Information. I understand that unauthorized divulging of information is a violation of SHA's data protection policy whether or not for personal gain and whether or not any harm is intended.

2. "**Confidential Information**" means any proprietary information, technical data, tender or bid related information, secrets or know-how, privileged health information of beneficiaries, records, reports, beneficiary lists and private information, office notes, memorandums, opinions, code, reports, triggers, investigation reports, data analysis, studies or any reproduction thereof or information disclosed to me by Agency during my term of engagement either directly or indirectly in writing, orally or by drawings or observations.

3. **Third Party Confidential Information.** I recognize that Agency receives and in future will receive from third parties, including national and state government agencies, beneficiaries, hospitals, insurance companies or third party administrators their confidential or proprietary information subject to a duty on SHA's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or firm to use it except as necessary in carrying out my work for SHA.

4. **Non-proprietary Work**. I understand that, if in the course of my engagement with Agency, I design, create or produce any report, creative, account, database, analysis, algorithm, code,

office note, (solely or jointly with others) within the scope of and during the period of my engagement with Agency, are "works made for hire" and I hereby assigns all proprietary rights, including patent and copyright, if any, in these works to SHA.

5. **Maintenance and return of Assignment Records and Documents.** I agree to keep and maintain adequate written records of all reports, documents, creatives, office notes, memorandums, opinions, code, works and assignments made by me (solely or jointly with others) during the term of my engagement with Agency and all such assignments will be available to and remain the sole property of SHA at all times. At any time during engagement or on termination or lapse of my engagement with Agency, I will make available and deliver all assignments documents and records, corresponding documents, files, office notes, reports, reproductions to my Reporting Officer of Agency. Successful delivery/hand-over of all official confidential and / or non-confidential information shall be a condition precedent to my relieving of services from SHA. I declare that I will not make or retain a copy of such assignment records and documents outside the scopeof my work with the Agency.
   For the purposes of this clause, Reporting Officer shall mean Designate Officer of State Health Agency or any other Officer so designated by Chief Executive Officer.

6. **Conflicting Employment or Association.** I agree that, during the term of my engagement with Agency, I will not engage in any other employment, occupation, consulting or other activity, directly or indirectly, in conflict with my obligations with assignment of SHA. All existing conflicts, if any, are disclosed at Annexure 1.
   For the purposes of this clause, direct or indirect conflict may arise in following manners;
   a. Any financial or non-financial relationship of staff member or any of its relatives with any stakeholder including third party administrators, human resource agencies, hospitals, diagnostics, vendors, consultants etc;
   b. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to SHA;
   c. Investing or holding financial interests in stakeholders, vendors, or competing vendors, where such interests might influence in any manner a decision or course of action;
   d. Borrowing from or lending to employees, Vendors, stakeholders, or any Staff Member
   e. Relative(s) of a staff member shall mean immediate family members including spouse, siblings, parents, children, parents of spouse and siblings of spouse, uncle, and aunts, etc.

7. **Fit and proper person.** I declare that I am a fit and proper person for the purposesof rendering my obligations at SHA and am a person of character, reputation, and integrity. There are no convictions, claims, or actions pending against me.

8. **Public and Media Interaction.** I declare that I will not disclose, publish, cast or any matter

or information, orally or in written form on any media whether, print, audio, video or social platforms without proper authorization from appropriate authority.

_____

Signature

_____

Name of Staff Member

Date:

Annexure 1

I hereby declare the following potential conflict of interest situation.

(Please include detail description of potential conflict situation and details of interested party(ies) and steps taken to mitigate it.)

_____

Signature

_____

Name of Staff Member

Date:

Appendix 6 – Manpower Requirement

The Agency shall deploy the following minimum manpower

Sr. No.	Manpower requirement	Min. Placement	Qualification	Location/Base
1	Project manager	1	1. MBA or equivalent with experience in Insurance Audit of 5 years or more 2. Basic MIS and Data Analytics Skills	SHA Office
2	Medical Manager	1	MBBS with min. of 2 years experience in clinical work or Insurance Sector	SHA Office/Remote
3	Medical Officer (Desk +field)	8	MBBS/BDS/BHMS/BAMS/ BSc. Nursing with at least 2 years of experience	Within Nagaland
4	Field Investigation Total	10	Graduate with: 1. At least 2 years experience in the Insurance Sector 2. Proficiency in Computer	At respective District / location
	4a.Dimapur/Niuland/Chumoukedima/Peren	2		
	4b. Kohima/ Tseminyu	1		
	4c.Zunheboto/ Mokokchung/Wokha	1		
	4d.Tuensang/ Shamator/Noklak	1		
	4e. Phek/ Kiphire/ Meluri	1		
	4f. Mon/Longleng	1		
	4g. Guwahati / Shillong / Kolkata	1 each = 3 total		
5	Panel of specialist and super-specialist	Empanel as per requirement	relevant specialist qualification as per case requirement	Remote