

**KARNATAKA AROGYA SANJEEVINI SCHEME- (KASS)SUVARNA
AROGYA SURAKSHA TRUST**

MEMORANDUM OF UNDERSTANDING

Suvarna Arogya Suraksha Trust (SAST)

And

EMPANELED HEALTHCARE ORGANISATION

(Allopathy System of Medicine)

7th Floor, Arogya Soudha, Binnipet, Keshava Nagar, Magadi Road, Bengaluru - 560023
Phone: 080-22536200, Fax: 080-22536221 E-mail: directorsast@gmail.com

MEMORANDUM OF UNDERSTANDING

KARNATAKA AROGYA SANJEEVINI SCHEME – (SUVARNA AROGYA SURAKSHA TRUST (SAST))

This MoU is hereby executed this day _____ between Government of Karnataka acting through the EXECUTIVE DIRECTOR, SUVARNA AROGYA SURAKSHA TRUST (herein after referred to as SAST) under Health & Family Welfare Department, a trust incorporated under the Indian Trusts Act, 1882 and having its Registered Office at 7th Floor, Arogya Soudha, Binnipet, Keshava Nagar, Magadi Road, BENGALURU– 560023, which expression shall unless it is repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees of the FIRST PART.

AND

located at (“Empaneled Health Care Organization (hereinafter referred to as EHCO) represented by its MD/CEO/any other designation which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

WHEREAS the State Government in the Department of Personnel and Administrative Reforms (DPAR) has formulated a comprehensive cashless Health Scheme, namely Karnataka Arogya Sanjeevini Scheme (herein after referred to as KASS) for the benefit of the State Government employees and their dependent family members in the State of Karnataka through the network of healthcare organizations empaneled under Karnataka Arogya Sanjeevini Scheme for providing medical services which include and not limited to inpatient treatment, diagnostic procedures including imaging, day-care procedures, surgical and medical management, organ transplant, annual health check- up, AYUSH System of Medicine, Dental and Eye care Services, Palliative care and other specialized treatment procedures as may be defined from time to time in the scheme.

AND WHEREAS the State Government proposes to provide cashless medical treatment and services through single and multi-specialty, super-specialty hospitals, diagnostic centers, imaging centers, Eye and Dental hospitals/Centers, Day Care centers, Dialysis center, Auditory Verbal Therapy centers (AVT), and In-Vitro-Fertilization (IVF) centers etc., covering modern and Indian systems of medicines by private or public EHCOs to the KASS beneficiaries.

AND WHEREAS the State Government has adopted the Package rates as specified in ANNEXURE- I for medical management, surgical procedures, Implants, and other treatment procedures for providing care under KASS

THE PARTIES have agreed to sign this MoU on the following terms and conditions for providing cashless Medical / Surgical Health Care and other services as explained above to the scheme's beneficiaries. THE PARTIES have agreed that "This MoU" shall mean and include all the definitions, articles along with its Annexures, Schedules, Supplements, Appendices, Appendages, and modifications there of made and to be made in accordance with the terms of this MoU.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS & INTERPRETATIONS

The following terms and expressions shall have the following meanings for purposes of this MoU:

- i. **"ABHA number"** means Ayushman Bharat Health Account number developed by National Health Authority which is a randomly generated 14-digit number that will enable access to health records from registration to treatment and discharge in a digital format with multiple ABDM registered health care providers.
- ii. **"ABDM"** means Ayushman Bharat Digital Mission which will enable access to health care data sharing of all previous medical incidents and information of the beneficiary to the treating doctor from anywhere and anytime seamlessly.
- iii. **Accredited Hospitals, Healthcare Providers and Laboratories:** means Hospitals, Health care providers, Testing and Calibration Laboratories, accredited by National Accreditation Board, constituent Board of Quality Council of India (QCI), or its equivalent such as Joint Commission International (JCI), ACHS (Australia) or by any other accreditation body approved by International Society for Quality in Health Care (ISQua).
- iv. **"Beneficiary":** means eligible State Government Employee or any other class of employee as the State Government may determine from time to time and his/ her spouse and eligible dependent family members who are enrolled under the KASS.
- v. **"Claim Processing Unit" (CPU),** means an in-house establishment under SAST for processing of the claims of all EHCs under KASS or any other third-party agency that may be appointed for processing of claims as per the terms and conditions laid down in this MoU.

- vi. **“DEDCG”**: means District Empanelment, Disciplinary and Grievance Redressal Committee constituted to recommend to **SEDGC** for empanelment of eligible HCOs, de-empanelment and disciplinary action under the Scheme.
- vii. **“Day Care”** means services or procedures identified in KASS and which requires admission for a minimum period of four hours and maximum period of 24 hours.
- viii. **“Diagnostic Centre”** means the center performing tests / investigations etc. for diagnostic purposes.
- ix. **“Elective or planned Treatment/ Procedure”** means treatment/ procedure other than emergency treatment.
- x. **“Emergency”** shall mean any condition or symptoms resulting from any cause, whether known or unknown arising suddenly and which if not treated at the earliest, be detrimental to the health of the patient or will jeopardize the life of the patient and includes emergency situations defined under the Scheme.
- xi. **“Empaneled Health Care Organization (EHCO)”** means institutions providing health care services including single and multi-specialty, super specialty hospitals, diagnostic centers, imaging centers, Eye and Dental hospitals/centers, Day-Care centers, Dialysis centers, Auditory Verbal Therapy centers (AVT), and In-Vitro-Fertilization (IVF) centers etc. and also institutions covering Indian systems of medicines (AYUSH) in private, autonomous and public HCOs empaneled under KASS and notified by the Government for consultation, screening, investigations and treatment of scheme beneficiaries. The EHCO should be registered under KPME.
- xii. **“Grievance Cell”**: means, Grievance Cell established in SAST to address any complaint from the scheme beneficiaries or from the EHCOs under the scheme.
- xiii. **“Helpline”** means, Call Centre established in SAST to provide information regarding schemes, benefits, EHCO details and treatment, and collect beneficiary feedback etc.
- xiv. **“Mortality Audit Unit”**: means, a Unit created at the EHCO and at the SAST to evaluate the cause of death of any scheme beneficiary and address specific issues to reduce avoidable deaths and improve quality of patient care.
- xv. **“HRMS”**: means, **Human Resource Management System** existing in State Government for maintaining data of government employees and their family members.
- xvi. **“Imaging Centre”** means the center performing X-ray, CT scan, MRI, PET scan, USG, etc. for diagnostic purposes.
- xvii. **“Inadmissible procedures, medicines or items”** means such procedures, medicines or any other items which are notified as such by the Government from time to time and

which are not reimbursable and excluded from the Scheme.

- xviii. **“Inpatient treatment”**: means treatment which requires admission for surgical and medical management.
- xix. **“KASS Health e-Card”** means computer generated health card e-signed by DDO.
- xx. **“Karnataka Aarogya Sanjeevini Scheme (KASS)”** means a Cashless HealthCare Scheme for the State Government employees and their dependent family members through a network of Empaneled Health Care Organizations (EHCOs).
- xxi. **“Suvarna Arogya Medical Co-Ordinator” (SAMCO)** means a doctor from the network hospital to coordinate with SAST. SAMCO may be assisted by one or more executives who are experienced in administration.
- xxii. **“MoU”** means this Memorandum of Understanding with all its Annexures, supplements and modifications and amendments thereof made in accordance with the terms of this MoU.
- xxiii. **“Medical Management”** means medical treatment of a disease with administration of drugs and other supportive measures to treat the disease as Day care/ inpatient and includes such admissible items as specified in this MoU.
- xxiv. **“Outpatient treatment”** means Consultation, Counselling, Diagnostics, Outpatient management and procedures which do not require admissions as specified in the Scheme.
- xxv. **“Package Rate”** means the rates specified in the annexures to this MoU for consultations, investigations, surgical procedures, ward charges and treatment packages under the Scheme.

The surgical package rates include the following from the time of admission to the time of discharge including but not limited to

 - a. Registration charge (Item -not to be billed by EHCO)
 - b. Admission charges and Patients’ diet charges (Item -not to be billed by EHCO)
 - c. Operation charges
 - d. Injection charges
 - e. Dressing charges
 - f. Doctor / Consultant visit charges
 - g. ICU / ICCU/ NICU / Ventilator / HDU charges etc.
 - h. Monitoring charges
 - i. Transfusion charges and Blood Processing charges
 - j. Pre-Anesthetic check-up and Anesthesia charges
 - k. Operation theatre charges
 - l. Procedural charges / Surgeon’s fee
 - m. Counselling
 - n. Cost of surgical disposables and all sundries used during hospitalization

- o. Cost of medicines and consumables
- p. Related routine and essential investigations
- q. Physiotherapy charges
- r. Nursing care charges
- s. Medical Record charges
- t. Any Taxes based on type of wards (Luxury Tax)
- u. Ward Charges.
- v. Type of Bed patient requires. (Foam, Water, Air)
- w. Two pre-operative and two post-operative consultations.
- x. Daily replacement of linen.
- y. "Surgery Fitness Certificate" charges
- z. Charges towards consultations & investigations which are,
 - i. part of the approved package rates, and are paid by the beneficiary to the hospital,
 - ii. undergone the procedure within a period of one month from the date of Preauth request (Hospital shall deduct such charges from the Package amount before submission of the claim for reimbursement).
- aa. Radiation.

xxvi. **"Reimbursement"** means, payment of admissible claim amount to the EHCO by SAST as per the rate list and guidelines of the scheme.

xxvii. **"SEDGC"** means the State Empanelment, Disciplinary and Grievance Redressal Committee under the Chairmanship of the Executive Director SAST for empanelment of eligible HCOs, de-empanelment and disciplinary action under the Scheme.

xxviii. **"Procedure Rate"** means Medical procedures and Rates listed under the Scheme as in ANNEXURE for which package rates are specified.

xxix. **"Tumour Board"**: means a Board set up at the EHCOs empaneled for oncology treatments comprising of specialists from all three modalities of cancer treatment – surgical, medical and radiation oncology to decide the appropriate treatment of cancer patients.

2. TERM OF AGREEMENT

2A. The MoU shall be valid for a period of **THREE YEARS** from the date of execution. However, it is understood and agreed between the parties that the term of this MoU may be renewed periodically upon mutual consent of the Parties in writing, by execution of a supplementary MoU.

2B. Amendment to MoU: Any additions or modifications in MoU may be incorporated into MoU by exchange of letters on mutual agreement. Such letters shall be deemed to be a part of the MoU.

3. CONDITIONS FOR PROVIDING TREATMENT / SERVICES.

3A. GENERAL CONDITIONS:

PROCEDURES AND PRACTICES AGREED TO BE FOLLOWED BY EHCOS

- i. The EHCOS shall have valid KPME registration during the entire period of Empanelment. It shall be the duty and responsibility of the EHCO always to have the valid registration, recognition, and maintain high quality standard of healthcare services and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.
- ii. The EHCOS shall comply with all the criteria specified for different specialties in Empanelment guidelines of KASS from time to time.
- iii. EHCO shall offer all the available health care services like specialties/ superspecialties available in the institution, outpatient treatment, inpatient treatment, daycare, emergency indoor services, all the investigations etc. to the KASS beneficiaries on priority. There is no selective offering of facilities available in the EHCO.
- iv. KASS beneficiaries are deemed to be registered and no registration fee shall be charged from the beneficiaries for any services.
- v. KASS beneficiaries shall be attended as a priority, with a help desk facility provided at the reception lounges regarding availability of cashless facility for treatment / investigations of the EHCOS. Helpdesk to display the names of 2 Nodal Officers (from the hospital) along with their telephone & contact details, and also include details of Arogya Mitra and SAST District coordinator.
- vi. Proper signages along with the Kiosk should be placed in the prominent place and design of Kiosk shall be as per SAST norms failing which will attract penalty.
- vii. An authorized person has the right to monitor the treatment and services / facilities provided in the EHCOS. Medical Expert Committee's opinion regarding line of treatment shall be binding on the EHCO, whenever cost of single procedure/ treatment is more than Rs. 1 lakh for any unlisted procedure.
- viii. Establishing the identity of KASS beneficiary shall be the responsibility of EHCO at the time of registration of the beneficiary.
- ix. The EHCO shall not refuse to provide treatment to bonafide KASS beneficiaries without valid ground would attract disciplinary action.
- x. The EHCOS shall be compliant with ABDM Compliant Health Management Information Systems (HMIS systems) at the earliest.
- xi. The EHCOS shall not collect any amount from the beneficiary towards registration / consultation, processing medical records, diet and consultation charges of dietician, physiotherapist, and counsellors. No amount shall be demanded from the beneficiary for whatsoever reason except for inadmissible medicines and non-medical items like toiletry

items etc., except when the beneficiary requests in writing for an implant or ward of his choice.

- xii. EHCO shall provide courteous service and explain the line of treatment and expected outcome of treatment and answer the queries of the beneficiaries.
- xiii. At the time of claim submission, the final diagnosis should be supported by evidence-based investigations as per standard treatment guidelines defined or adopted by KASS. Whenever Implants are used pre and post procedural radiological evidence should be included in the list of documents for claim submission.
- xiv. Prescription for medicines, implants, investigations, and treatments should be as per Standard Treatment Guidelines, ethical, evidence based and in accordance with Central Drugs Standard Control Organization (**CDSCO**), Directorate General of Health Services, Ministry of Health & Family Welfare, Indian council for Medical Research, Government of India. Use of experimental medicines are not admissible under the Scheme. Use of medicines, consumables, implants, and procedures should be as required for treatment in the best interest of patient recovery. EHCO shall not prescribe medicines of equivocal value (not of proven value) and items that come under the category of nutritional substances and are prescribed for prophylaxis only. The EHCO shall not insist on specific brand of drugs.
- xv. EHCO shall not deny the admission or discriminate in any of the services provided for the Scheme beneficiaries on any grounds.
- xvi. EHCO shall not influence the beneficiary regarding the selection of doctor or institute.
- xvii. EHCO shall ensure the Right to Consent for treatment and Privacy of personal data. Need to comply with Digital Personal Data Protection Act 2023.
- xviii. EHCO is responsible for and obliged to conduct all agreed services in accordance with the MoU using state-of the-art facilities, economic principles and exercising all means available to achieve the performance specified in the MoU. EHCO is obliged to act within its own authority and abide by the directives issued by the SAST. The EHCO is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct, or deficiency in services, if any.
- xix. EHCO shall be responsible for the consequences arising out of any such incidents.

3B. KASS PATIENT REGISTRATION AT EHCO

- i. No referral / prior permission letter from department or Government doctor is required for availing the scheme services from EHCO unless otherwise specified for any specific treatment or procedure.
- ii. KASS Health e-Card of the beneficiary is mandatory at the time of Registration

- iii. Geotagged photo of the beneficiary along with Arogyamitra and Biometric capture of the patient attendance at the time of admission and discharge is mandatory which shall be submitted along with claim documents.
- iv. The EHCO shall not refuse admission or demand an advance payment from the beneficiary or his family member and shall start treating the patient immediately, on production of / pending production of KASS Health e-card/KGID number/AADHAAR Number. However, emergency treatment shall not be denied for want of validation of the identity of the beneficiary.
- v. In emergency conditions/ on unavailability of patient's documents at the time of admission, the hospital shall not refuse admission or demand an advance payment from the beneficiary or his family member and shall start treating the patient immediately, on production of / pending production of KASS Health e-card /KGID number/AADHAAR No. However, beneficiary has to submit the KASS Health e-Card within 48 hours of admission and later the EHCO shall submit the claim for reimbursement to the SAST.

3C. PROCEDURES AND APPROVED RATES UNDER KASS

- i. The EHCO shall claim as per the prescribed package rates for a particular procedure as per the Ward entitlement and Medical Implant (ceiling rates as prescribed by the KASS) attached as Annexures (KASS rate list), which shall be an integral part of this MoU. The rates notified under KASS will be available on the SAST or KASS Portal.
- ii. The rates specified in KASS PACKAGE MASTER for CGHS, HBP 2022 and AB-ArK are based on Category of wards which may be specified by Government from time to time and variable for Private, Semi-private and General wards as per the guidelines specified in this behalf.

3C.1. Surgical Package Rates:

- a. Description of items covered under Surgical package rates are explained under definition- "Package Rate".
 - b. The surgical package rates include two post-operative consultations.
- i. Discharge medicines (excluding Vitamins, tonics & food supplements, medicines used for chronic diseases) necessary for recoupment from present illness for which ailment the patient was admitted shall be dispensed at the time of discharge for a period of upto seven days
 - ii. Charges towards investigation/ medicine essential towards treatment of other comorbid conditions and the charges of blood/ its components that are transfused are admissible in addition to the surgical package rates.
 - iii. **Two or more surgical packages in the same session.**
When two or more related surgical packages are done on the same session, then the procedure with higher package rate is eligible for 100% of package rate and package with lower rate is eligible at 50% of the package rates.

For example,

- a. In the case of Total Knee replacement surgery with ligament tear in knee, 50% package rate for ligament tear is eligible.
- b. In case of cataract surgery with retinal Surgery, glaucoma surgery, vitrectomyetc., procedure with higher package rate is considered as major and all other procedure package rates are considered at 50% of prescribed package rates.
- c. PTCA with Coronary Angiogram (CAG), 50% package rate for CAG is admissible.
- d. In cases of Appendicectomy & cholecystectomy, 50% package rate for appendicectomy is admissible.

Note:

1. Cataract surgery in both eyes, Knee surgery in both knees is eligible for two package rates even when the procedures were done on the same session as the package rates are same.
2. Laparotomy package rates are admissible only when there is a single procedure.If EHCO claims for Laparotomy & appendicectomy charges, only appendicectomy rates are admissible.

iv. Implants for packages:

- a. Ceiling rates for medical implants and guidelines will be as per CGHS rate list and National Health benefit Package (HBP)2022
- b. Cost of medical implant is reimbursable in addition to KASS package rates, subject to the following conditions.
 - i. Ceiling rates prescribed as per KASS rate list.
 - ii. soft copy of sticker pouch and warranty certificate (if provided by the company) is mandatory
 - iii. Implants should be approved by FDA/ Central Drugs Standard Control Organization, Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India.

3C.2. MEDICAL MANAGEMENT PACKAGE:

Medical management refers to clinical assessment and treatment of patients to manage diseases and improve health outcomes. It encompasses various strategies, including diagnosis, therapeutic interventions and patient education, aimed at optimizing patient care and ensuring effective use of resources.

NOTE:

- i. Initial approval is as per the request of the EHCO, subject to maximum period of 7 days
- ii. Treatment charges including incubator charges of newborn baby are payable in addition to delivery charges of mother
- iii. Medical package cannot be clubbed with surgical packages.

- iv. Critical care admission criteria should be as per Ministry of Health & Family Welfare, GoI guidelines.
- v. All the admissions should have a justification along with laboratory/ diagnostic evidence and disease classification (ICD).
- vi. ENHANCEMENT (Amount & Period)

The treatment / procedure shall be performed based on the pre-approval by SAST. In the case of medical management, the hospital will be given initial pre-authorization for period of 7 days. In specific cases the initial pre-authorization amount approved will depend on merits of the pre-auth request amount.

- a. Period: 3 days at a time after initial approval.
- b. All enhancement requests should be submitted along with a justification and geo-tagged photos

3C.4. RATES FOR UNSPECIFIED PROCEDURES UNDER KASS:

Rates for unspecified procedures which are not listed under KASS for such procedures Hospital shall provide a consolidated package rate estimate. The Executive Director, SAST will approve the rate for the procedure based on the estimate provided by the empaneled hospital, nearest code available in different schemes and the advice of the “Medical Experts’ Committee (MEC)” and Government guidelines/ HBP 2022 on the subject.

3C.5. INCENTIVE FOR ACCREDITATION

Incentive for Accreditation (15% on non-accredited package rates and investigations as specified in the KASS rate list)

- a. Incentive for Accreditation is given for EHCOS which have accreditation by National Board of Accreditation (NBA) or Joint Commission International (JCI).
- b. Accredited EHCO will be eligible for incentive amount with effect from 15 working days after submission of the copy of the accreditation certificate to the SAST for the period of validity.
- c. Incentive for accreditation is added on the ward entitlement adjusted Surgical package rates.

NOTE : During In-patient treatment of the KASS beneficiary, the hospital will not ask the beneficiary or his attendant to purchase separately the medicines/ sundries/ equipment or accessories from outside and will provide the treatment within the package rate fixed in the KAS Scheme which includes the cost of all the items.

4. TREATMENT IN EMERGENCY AND OTHER SITUATIONS:

The following ailments may be treated as emergency, which is **illustrative only and not exhaustive**, depending on the condition of the patient:

- ii. Acute Coronary Syndromes (Coronary Artery Bypass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure/ Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stroke/ Myocardial attack, Acute Aortic Dissection.
- iii. Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock, and peripheral circulatory failure.
- iv. Cerebro-Vascular attack-Stroke, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- v. Acute Abdomen pain.
- vi. Road Traffic Accidents /with injuries including fall. Severe Hemorrhage due to any cause.
- vii. Acute poisoning.
- viii. Acute Renal Failure.
- ix. Acute abdomen pain in female including acute Obstetrical and Gynecological emergencies.
- x. Electric shock.
- xi. Any other life-threatening condition as the treating specialist certifies the nature of emergency.
- xii. In emergency the hospital shall not refuse admission or demand an advance payment from the beneficiary or his family member and shall start treating the patient immediately, on production of / pending production of KASS Health e-card/ /KGID number/AADHAAR No. However beneficiary has to submit the KASS Health e-Card within 48 hours of admission and later the EHCO shall submit the claim for reimbursement to the SAST. The refusal to provide treatment to bonafide KASS beneficiaries in emergency cases and other eligible categories of beneficiaries without valid ground would attract disciplinary action. The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its own discretion.
- xiii. The EHCO will raise the pre-auth of the patients admitted in emergencies within the earliest possible time.
- xiv. Procedure where beneficiary needs emergency treatment, but services are not available in the EHCO, the EHCOs shall not undertake treatment of emergency cases in specialties which are not available in the EHCO. But it will provide necessary first aid /emergency treatment to stabilize the patient's condition and shift the patient safely to nearest empaneled hospital under intimation to KASS Authorities. However, in such cases the EHCOs will charge as per the KASS rates, only for the treatment provided plus Ambulance charges.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

KASS beneficiaries are entitled to facilities of Private, Semi-private or General Ward depending on their Group. WARD ENTITLEMENTS AND WARD RATES are amended

from time to time and the latest order in this regard needs to be followed. The entitlement is as follows: -

Sl. No	Group of Employee	Ward Entitlement
1.	GROUP A AND B	Private Ward
2.	GROUP C	Semi-Private Ward
3.	GROUP D	General Ward

- i. A Private ward is defined as a hospital room where a single patient is accommodated, and which has an attached bathroom. The room should have furnishings like a wardrobe, dressing table, bed-side table, etc. as well as a bed for attendant. The room must be air conditioned.
- ii. The Semi-private Ward is defined as a hospital room where two to three patients are accommodated, and which has attached bathroom facilities and necessary furnishings.
- iii. A General ward is defined as a hospital room which accommodates four or more patients.

NOTE: Treatment in higher Category of accommodation than the entitled category is not admissible. However, if the beneficiary is willing to pay the additional charges for a higher entitlement ward facility, can be upgraded on written request that he will bear the additional charges for the same and will not claim reimbursement from the scheme. The upgraded package charges also will be as per KASS only.

- iv. **ICU, VENTILATOR CHARGES ETC., :** ICU Charges for Intensive Care Unit (ICU), Coronary Care unit with cardiac Monitoring (CCCM), Intensive Coronary Care unit (ICCU) etc. are all considered as applicable to ICU rates notified under the Scheme rate list. ICU package rates include monitoring, RMO Charges (Duty Doctor Charges), Nursing charges, Compressed air / piped oxygen per hour, Ventilator charges, pediatric care for new-born, Incubator charges, Neo-natal ICU charges, Pneupack ventilator in nursery per day are as notified in the scheme rate list.

6. ADMISSIONS AND SETTLEMENT OF CLAIMS:

When the KASS beneficiary needs admission and visits the EHCO:-

1. The hospital will verify the identity of beneficiary and registers under EHCO. On consultation with the doctor, a provisional diagnosis is made based on the symptoms and basic investigation reports. In non-emergency cases, when the patient requires admission under surgical package or medical management, EHCO doctor requests KASS for approval for admission, specifying the diagnosis and the package under which patient requires admission along with supporting investigation reports.
2. The KASS will intimate the prior approval for admission, if the request for admission is in order and justified, within one working day specifying either under specified package or under medical management for initial maximum period of hospitalization of 7 days. Separate enhancement approval is required whenever period or amount exceeds the initial approval.
3. In case of emergency preauth intimation will be uploaded at the earliest possible time

to SAST without delaying the treatment for the sake of approval. However the emergency condition should be justifiable as per the medical evidence.

4. EHCO shall treat the patient either under the package or under the medical management category. Any deviation from the pre-approved treatment, fresh request for enhancement, revised package will be submitted with justification.

5. The EHCO shall upload claims and other documents as per the requirement of KASS within 15 days from the date of discharge.

5.1. Failure to submit the claim within 15 days (from the date of discharge) attracts the penalty of 5% of the total claim amount.

5.2. Up to 45 days (from the date of discharge) shall be relaxed by Government notified Appellate authority with additional 5% penalty in genuine cases along with the justification for delayed submission.

5.3. Delayed submission shall not be entertained for more than 2 times a year. Claims shall not be approved beyond 45 days of discharge date.

a. PRE-AUTH CHECK LIST FOR APPROVALS AND ENHANCEMENT.

1. Beneficiary Identification details
2. Registration details along with Geo-tagged Photo and biometric capture of the patient attendance.
3. Symptoms & signs along with Diagnosis as per ICD classification.
4. Reports of investigations in support of diagnosis.
5. Request for package (Name and code)
6. Additional information or request, if any.
7. Pre-auth is valid for a period of one month from the date of approval except in case of chemotherapy, radiotherapy for complete treatment cycle as per the tumor board recommendations shall be permitted.
8. Tumor board recommendations in case of oncology.

b. CLAIM SUBMISSION, CHECKLIST.

1. Geo tagged photo of the patient along with Arogya Mitra or EHCO doctor along with biometric capture of the patient attendance.
2. Pre-approval history, investigations & Diagnosis
3. Preauth approval letter.
4. Discharge / Death Summary of patient. All death should be informed to SAST within 48 hours with audit report.
5. All Investigation/ diagnostic reports should be signed by an authorized practitioner (pathologist/ microbiologist/ radiologist/ biochemist)
6. Blood matching reports in case of blood transfusion.
7. Enhancement approvals by KASS, if stay is beyond 7 days. For justification along with geo-tagged photo.
8. Request cum undertaking letter from the patient for higher ward accommodation of his or her choice.
9. Certificate from the beneficiary that no amount was collected towards whatsoever reason except on beneficiary's request for a higher ward than the entitled of beneficiary's choice. (Patients written request & amount received bill).
10. Details of availing of any other insurance facilities in combination with KASS.

11. KASS prior approval or request for ex-post facto approval for any deviation from initial approval for the treatment.
12. Feedback from the beneficiary in the prescribed format.
13. Any other information as and when requested by CPU of SAST.

c. ADDITIONAL ISSUES VERIFIED BY THE CLAIM PROCESSING UNIT (CPU)

The CPU during the processing of the claim will scrutinize the claims as per KASS rates and guidelines.

1. CPU will examine in terms of-
 - a. Appropriateness of treatment including screening of patient's records, identification of unnecessary admissions and unwarranted treatments.
 - b. Whether the elective treatment is shown as emergency treatment.
 - c. Whether the diagnostic medical or surgical procedures that were not required were conducted by hospital including unnecessary investigations, or procedures.
 - d. In case of medical management, HDU, ICU admission requirement along with the enhancement that are claimed are justified and in order with scheme guidelines.
2. EHCO shall provide any information requested, as and when required, including copy of daily treatment chart, and or case sheet of the patient.
3. The CPU will provide item wise reasons for disallowance from the claim amount to the concerned EHCO.

d. Inadmissible claims

All decisions regarding inadmissible claims shall be reviewed by a CPU –~~specialist~~ doctor.

Inadmissible claims include:

- i. Cost of the food provided to patient, deemed as included in the treatment/package.
- ii. Nursing care without active treatment.
- iii. Cosmetic procedures other than which are a part of treatment. (Due to accident, burns or as a part of any illness or listed in KASS rate list).
- iv. Consultation charges for Dieticians, Counsellors, Physiotherapists.
- v. Specified vaccinations under the Scheme.
- vi. Cosmetic or aesthetic treatment (Lasik procedure for power correction, Liposuction for obesity, Magnetic therapy and etc.) of any description.
- vii. Convalescence, general debility, run-down condition.
- viii. Any drug / treatment not approved by KASS/ State Government, Central Drugs Standard Control Organization, Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India / United State Food and Drug Administration (USFDA) / Conformity to the applicable European (CE).
- ix. Experimental treatments.
- x. Treatment after brain dead.
- xi. Any other Inadmissible medicines, Consumables, and non-medical items as may be specified under the Scheme.

7. Settlement of Claims by EHCO

Admissible amounts after statutory deductions will be electronically transferred to the bank account of EHCO (Bank details submitted in the Annexure-II of this MoU) within the prescribed time limit.

8. MISCELLANEOUS:

8A. ANNUAL AUDIT REPORT

- i. Annual audit report of the EHCOs to be submitted. EHCOs shall submit all the medical records in digital format as and when required by KASS.
- ii. EMR / EHR (Electronic Health Records)
The Hospital shall have to implement Electronic Medical Records and EHR as per the standards and guidelines approved by National Health Authority (ABDM)

8B. MEETINGS

Authorized representatives of the EHCOs shall attend the periodic meetings held by KASS officials required in connection with improvement of working condition and for redressal of grievances.

8C. INSPECTIONS

During the visit by SAST officers or officials or any other authorized representative of the Department of Health, the EHCO shall cooperate in carrying out the inspection.

8D. AID TO PUBLIC HEALTH AUTHORITIES

In case of any natural disaster/ epidemic, (such as COVID and other epidemic outbreak) the EHCO shall fully cooperate with the Commissioner/ Director of Health and Family Welfare Services, or any other officers of Government of Karnataka, and the authorities in SAST and SAST will convey / reveal the required information, apart from providing treatment.

8E. GRIEVANCE REDRESSAL:

Any grievances from the EHCO or the beneficiary will be examined by the District Empanelment, Disciplinary and Grievance Redressal Committee (DEDGC), chaired by the Deputy Commissioner of the concerned district. On detailed enquiry, the chairman of DEDGC shall resolve the grievances of the EHCO or the beneficiary.

In case EHCO or the beneficiary are not satisfied with the decision of the District Empanelment, Disciplinary and Grievance Redressal Committee, they can approach the State Empanelment, Disciplinary and Grievance Redressal Committee (SEDGC) chaired by Executive Director SAST.

8F. OTHER SERVICES TO BE PROVIDED

On the request of SAST authorities the EHCO shall provide training to KASS medical, Para-medical and nursing staff.

8G. NOTIFICATION OF NODAL OFFICERS

EHCO shall nominate a Nodal officer for KASS scheme and will be known as Suvarna Arogya Medical Coordinator (SAMCO)

8H. MEDICAL AUDIT OF CLAIMS

There will be both internal and external audits of medical claims submitted and processed by CPU. After audit, EHCOs shall be provided reasons for disallowance in each individual

claim, if any.

8I: COMMUNICATION OF CHANGES:

- a. Changes in infrastructure/ staff etc., to be communicated by EHCOS to SAST.
- b. EHCO shall immediately communicate to the Executive Director of SAST about any changes in the name, infrastructure / shifting of premises, change of Management, Logo, specialties, bank details etc. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of KASS.
- c. The new establishment/branch of the same EHCO in the same premises or at any other place with the same name or any other name shall attract a fresh inspection and consideration for a fresh empanelment.
- d. If there is a change in management of EHCO a fresh agreement has to be executed.

8J: EHCO shall notify the Government of any material changes in their status and their shareholdings or any other changes which would have an impact on the performance of obligation under this Agreement. This MoU can be modified or altered only on written MoU signed by both the parties. In case the EHCO get wound up or partnership is dissolved, the SAST shall have the right to terminate the Agreement. The termination of MoU shall not relieve the EHCO or its heirs and legal representatives from the liability in respect of the services provided by the EHCOS during the period when the MoU was in force. EHCO shall bear all expenses incidental to the preparation and stamping of this agreement.

8K: NO COMMERCIAL PUBLICITY:

The EHCOS will not make any commercial publicity projecting the name of the KASS/the Department of Health & Family Welfare or the Government of Karnataka.

However, the fact of empanelment under KASS shall be displayed at the premises of the EHCO indicating that Karnataka Arogya Sanjeevini Scheme treatment facilities are cashless.

8L: EXIT FROM THE PANEL

If for any reason, the EHCO wishes to discontinue in the KASS under SAST, it can apply for exclusion from the panel by giving two months prior notice. All patients already admitted shall continue to be treated till the completion of treatment.

8M: PENALTY & DE-EMPANELMENT

The SEDGC/Executive Director SAST reserves the right to suspend the empanelment status of any of the EHCO without notice period, subject to the terms and conditions explained in detail under "Empanelment/ De- empanelment and Disciplinary Guidelines of Health Care Organizations" under KASS as per annexure IV & V

EHCO can be de-empaneled for the following reasons:-

- a. Violation of Confidentiality and trust clause under MoU.
- b. Fraud.
- c. Impersonation of beneficiary.
- d. Discrimination.
- e. Negligence.
- f. Fake billing.
- g. sharing of the information of the beneficiary details with any other person other than the

authorized person or authority.

h. Violation of terms and conditions of MoU

9. LEGAL CLAUSES:

9A. TERMINATION FOR DEFAULT

SAST may without prejudice to any other remedy, with a written notice of default to EHCO terminate this MoU with EHCO in part or whole:

- a. for any breach of Agreement;
- b. If the EHCO fails to provide any or all of the services for which it has been empaneled within the period(s) specified in the Agreement, or within any extension thereof if granted by the SAST pursuant to conditions of MoU.
- c. If EHCO engages in corrupt or fraudulent practices or breach of confidentiality clause, in contravention of this MoU,

SAST reserves the right to remove empaneled hospitals/centres/clinics/labs of that groups from its empaneled list of hospitals.

9B: INDEMNITY

EHCOs will be responsible for all the acts of commissions and omissions in course availing the services by the beneficiary from them. EHCO shall at all times, indemnify and keep indemnified SAST / the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the EHCOs in execution of or in connection with the services under this MoU and against any loss or damage to SAST / the Government in consequence to any action or suit being brought against the SAST / the Government, along with (or otherwise), EHCOs as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the SAST from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the EHCOs negligence or misconduct.

The EHCOs will pay all indemnities arising from such incidents without any extra cost to SAST and will not hold the SAST responsible or obligated. SAST / the Government may at its discretion and shall always be entirely at the cost of the EHCOs defend such suit, either jointly with the EHCOs enter or singly in case the latter chooses not to defend the case.

9C: CONFIDENTIALITY:

This clause shall survive the termination/ expiry of this Agreement. Each party shall maintain confidentiality relating to all matters and issues dealt with by the parties in the course of the business contemplated by and relating to this agreement. The EHCOs shall not disclose to any third party and shall use its best efforts to ensure that its employees, keep secret all information disclosed, including without limitations, personal information relating to beneficiary, and other unpublished information. All stakeholders undertake to protect the secrecy of all the data of beneficiaries and trade or business secrets of and shall not share the same with any unauthorized person for any reason whatsoever with or without any consideration.

9D. APPEAL:

When EHCO is not satisfied with any dispute settlement arising of this MoU by the SEDGC,

EHCO may appeal to the Secretary to Government, Department of Personnel and Administrative Reforms, who shall be an Appellate Authority.

9E: ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not therein otherwise provided for) shall arise between the SAST and EHCO upon or in relation to or in connection with or arising out of the Agreement, can be referred to for arbitration who will give written award of his decision to the Parties. The provisions of the Arbitration and Conciliation shall be under Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be at Bengaluru.

9F: JUDICIAL JURISDICTION

The provisions of this MoU shall be governed by and construed in accordance with Indian law and the jurisdiction will be Bengaluru.

9G: Nothing under this MoU shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the Karnataka Arogya Sanjeevini Scheme and the EHCOS. The EHCOS shall work or perform their duties under this MoU.

The EHCO agrees that any liability arising due to any default or negligence in not represent or hold itself out as agent of the SAST.

The SAST will not be responsible in any way for any negligence or misconduct of the EHCOS and its employees for any accident, injury or damage sustained or suffered by any KASS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the EHCO or in the course of doing its performance of the medical services shall be borne exclusively by the EHCO who shall alone be responsible for the defect and/or deficiencies in rendering such services.

9H: NOTICES

Any notice given by one party to the other pursuant to this MoU shall be in writing delivered in person or by registered post or by facsimile and confirmed by original copy by post to the other Party's address or e-mail.

9I: FORCE MAJEURE

Neither party shall be in breach of any of its obligations under this MoU to the extent that its performance is prevented, physically hindered, or delayed by an act, event or circumstance (whether of the kind described herein or otherwise), which is not reasonably within the control of such Party ("Force Majeure Event").

In the event that any Force Majeure Event continues for a period of 4 (four) weeks without interruption, the Party affected by such Force Majeure Event shall be entitled to terminate this MoU by giving notice to the other party, pursuant to, and in accordance with the provisions of clause provided it gives the other party at least 45 days prior written notice.

Notwithstanding anything to the contrary in this MoU neither Party shall be liable by reason of failure or delay in the performance of its duties and obligations under this MoU if such failure or delay is caused by FORCE MAJEURE, Strikes, lockouts, embargoes, war, riots civil

commotion, any orders of governmental, quasi- governmental or local authorities, or any other similar cause beyond its control and without its fault or negligence.

Executive Director
Suvarna Arogya Suraksha Trust,(SAST)
Arogya Soudha,
Department of Health & Family Welfare,
Government of Karnataka

In the presence of (Witnesses)1.

2.

Signed by

For and on behalf of (Hospital)

Duly authorized vide Resolution No.....

Date Of (name of Hospital)

In the presence of (Witnesses)

1

.

2.

Hospital with address:

(.....)

ANNEXURE: I – PACKAGE MASTER

PART A	KASS Procedure rate list- to be listed by SAST
PART B	KASS Implant list - to be listed by SAST

ANNEXURE – II	UNDERTAKING TO SHARE CORE BANKING NUMBER
ANNEXURE – III	DECLARATION
ANNEXURE – IV	PENALTIES FOR OFFENCES BY THE HOSPITAL
ANNEXURE - V	DISCIPLINARY PROCEEDINGS AND DE-EMPANELMENT OF HEALTHCARE ORGANIZATION.

ANNEXURE: II**UNDERTAKING TO SHARE CORE BANKING NUMBER - IFSC CODE**

We _____ HSP, hereby
 declare that we have the core banking facility with the _____ Bank, A/CNo.:
 _____ having Branch at _____ and the
 IFSC no. is _____ (Mention your core banking Number).

Name & Address: _____

Signed and delivered by within named: _____

Network Hospital: _____

Through Sri/ Smt. _____ Sign _____

In presence of Sri/ Smt. _____ Sign _____

ANNEXURE-III**ನಮೂನೆ**

ಘೋಷಣೆ/ ಪ್ರತಿಕ್ರಿಯೆ
(ಆಸ್ಪತ್ರೆಯಿಂದ ಬಿಡುಗಡೆಯ ವೇಳೆ)

ಕರ್ನಾಟಕ ಆರೋಗ್ಯ ಸಂಜೀವಿನಿ ಯೋಜನೆಯ ಫಲಾನುಭವಿ**ಘೋಷಣೆ**

ನನ್ನ/ನನ್ನ ಕುಟುಂಬದ ಸದಸ್ಯರನ್ನು -----ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ದಾಖಲಾದ ದಿನದಿಂದ -----ಬಿಡುಗಡೆಯ ವೇಳೆಯವರೆಗೆ, ಸದರಿ ಆಸ್ಪತ್ರೆಯವರು ಅಥವಾ ಅದರ ಫಲಾನುಭವಿ ಯಾವುದೇ ಹಣಕ್ಕೆ ಬೇಡಿಕೆ ಇಟ್ಟಿಲ್ಲ, ಹಾಗೂ ನಾನು ಯಾವುದೇ ತರದ ಹಣ ಸಂದಾಯವನ್ನು ಆಸ್ಪತ್ರೆಯವರಿಗೆ ಮಾಡಿರುವುದಿಲ್ಲ.

ಅಥವಾ

ಆಸ್ಪತ್ರೆಗೆ ಕೆಳಕಂಡ ಸೇವೆಗಳಿಗೆ ನಾನು ಹಣ ಸಂದಾಯ ಮಾಡಿರುತ್ತೇನೆ.

- 1.
- 2.
- 3.

ಹಾಗೂ ಈ ಹಣಕ್ಕಾಗಿ ನಾನು ಕರ್ನಾಟಕ ಆರೋಗ್ಯ ಸಂಜೀವಿನಿ ಯೋಜನೆಯಿಂದ ಮರುಪಾವತಿಗಾಗಿ ಅರ್ಜಿಯನ್ನು ಸಲ್ಲಿಸುತ್ತಿಲ್ಲ.

ದಿನಾಂಕ :

ಉದ್ಯೋಗಿಯ ಅಥವಾ ಫಲಾನುಭವಿಯ ಸಹಿ
ಸರ್ಕಾರಿ ನೌಕರರ ಹೆಸರು:
KASS ಗುರುತಿನ ಚೀಟಿಯ ಸಂಖ್ಯೆ:

ಪ್ರತಿಕ್ರಿಯೆ

ಆಸ್ಪತ್ರೆಯಲ್ಲಿನ ಚಿಕಿತ್ಸೆಯಿಂದ ನಾನು ತೃಪ್ತನಾಗಿದ್ದೇನೆ/ ತೃಪ್ತಿ ಹೊಂದಿಲ್ಲ.

ದಯವಿಟ್ಟು ನೊಂದಾಯಿತ ಆಸ್ಪತ್ರೆ(EHCO) ಸೇವೆಯ ಈ ಪ್ರತಿಯೊಂದು ಅಂಶಗಳನ್ನು ಟಿಕ್ ಗುರುತಿನೊಂದಿಗೆ () ರೇಟ್ ಮಾಡಿ

ಕ್ರ.ಸಂ	ವಿಷಯ	ಅತ್ಯುತ್ತಮ	ತೃಪ್ತಿಕರ	ಕಳಪೆ
1	EHCOs ನಿಮ್ಮ ನೊಂದಾವಣೆಗೆ ಮೊದಲು ಒದಗಿಸಿದ ಮಾಹಿತಿ/ಸೇವೆ			
2	ನೊಂದಾವಣೆ ಪ್ರಕ್ರಿಯೆಯ ತ್ವರಿತತೆ ಮತ್ತು ದಕ್ಷತೆ			
3	ನಿಮ್ಮ ನೊಂದಾವಣೆಯ ನಂತರ ತಕ್ಷಣವೇ ನಿಮಗೆ ನೀಡಿದ ಮಾಹಿತಿ/ಸೇವೆ			
4	ಆಸ್ಪತ್ರೆಯ ಸಿಬ್ಬಂದಿ ಮತ್ತು ವೈದ್ಯರು ತಮ್ಮೊಂದಿಗೆ ಸೌಜನ್ಯದಿಂದ ವರ್ತಿಸಿರುವರೆ ಹಾಗೂ ಅವರ ಸೇವೆಯ ಬಗ್ಗೆ ಅಭಿಪ್ರಾಯ			

ನೀವು ಸೇವೆಯ ಬಗ್ಗೆ ವಿಶೇಷವಾಗಿ ಇಷ್ಟಪಟ್ಟಿರುವುದು ಏನಾದರೂ ಇದೆಯೇ?

ನೀವು ಸೇವೆಯ ಬಗ್ಗೆ ವಿಶೇಷವಾಗಿ ಇಷ್ಟಪಡದಿರುವುದು ಏನಾದರೂ ಇದೆಯೇ?

EHCOs ಗಳ ಒಟ್ಟಾರೆ ರೇಟಿಂಗ್

ಅತ್ಯುತ್ತಮ (10)	ಉತ್ತಮ(8ರಿಂದ 9)	ಸರಾಸರಿ (5 ರಿಂದ 7)	ಕಳಪೆ (1 ರಿಂದ 4)

ಸ್ಥಳ:
ದಿನಾಂಕ:

ಸಹಿ

ಫಲಾನುಭವಿಯ ಹೆಸರು

ANNEXURE IV – PENALTIES FOR OFFENCES BY THE HOSPITAL**Table 1: Penalty for Preauthorisation**

Preauthorization	No. of violations	Penalty
Mistake by SAMCO	1 st time –	Issue warning letter to the hospital.
	2 nd time –	Issue show-cause notice to the hospital with penalty of 2% package amount
	3 rd time –	Penalty of 5% of the package amount with show-cause to the NWH's MD/CEO

Table 2: Penalty for cancellation

Sl No	Reason for Cancellation	Penalty
1	Cancellation due to SAMCO's Mistakes	Rs. 200/- case with a warning letter
2	Cancellation without giving valid reasons	5% of approved preauth amount

Table 3: Penalty clauses for out of pocket expenditure

Sl No	Reason for Cancellation	Penalty
1	Before discharge of the beneficiary the hospital has to refund the collected amount.	No penalty
2	Refund the collected amount after discharge and before submitting the claims.	Issue show cause notice to the hospital and instruct the SAMCO to rectify.
3	(1st Violation) Refunding the collected amount after receipt of complaint by AM/ beneficiary/representative.	Penalty of 2 times of the amount collected, 1 part to be refunded to the beneficiary.
4	(2nd Violation) Refunding the collected amount after receipt of complaint by AM/ beneficiary/representative.	Penalty of 3 times of the amount collected, 1 part to be refunded to the beneficiary

5	(3rd Violation) Refunding the collected amount after receipt of complaint by AM/ beneficiary/representative.	Penalty of 4 times the amount collected, 1 part to be refunded to the beneficiary, suspension of empanelment of the hospital.
6	(4th Violation) Refunding the collected amount after receipt of complaint by AM/ beneficiary/representative.	Penalty of 5 times the amount suspension of empanelment collected, suspension of empanelment
7	Habitual violation	Rejection of claims and De-empanelment of the hospital.
8	Denial of treatment	Emergency cases shall not be denied.

Table 4: Penalty for offences by EHCos.

Case Issue	First offence	Second Offence	Third offence
PENALTIES FOR OFFENCES BY THE HOSPITAL	Rejection of claim and penalty of 5 times the amount claimed for services not provided, State Health Agency	Rejection of claim and penalty of 8 times the amount claimed for services not provided, to be recovered by State Health Agency	De-empanelment
Up coding / Unbundling / Unnecessary Procedures	Rejection of claim and penalty of 8 times the excess amount claimed due to up coding /unbundling/Unnecessary Procedures, to State Health Agency. For unnecessary procedure:	Rejection of claim and penalty of 16 times the excess amount claimed due to up coding/unbundling/Unnecessary Procedures, to State Health Agency	De-empanelment
Wrongful beneficiary Identification	Rejection of claim and penalty of 3 times the amount claimed for wrongful beneficiary identification to State Health Agency	Rejection of claim and penalty of 8 times the amount claimed for wrongful beneficiary identification to State Health Agency	De-empanelment
Non-adherence to AB PM-JAY quality and service standard	In case of minor gaps, warning period of 2 weeks for rectification, for major gaps, Suspension of services until rectification of gaps and validation by SEC/ DEC	Suspension until rectification of gaps and validation by SEC/ DEC	De-empanelment

- Illegal Cash Payment by beneficiary refers to any out of pocket expenditure incurred by beneficiaries in the process of availment of treatment.
- Billing for services not provide refers to

- a) Any billing done without patient being admitted
- b) Without investigation/ procedures/ surgery being carried out
- c) Travel and food allowance not given.
- d) Ambulance billed without providing ambulance service to death patient.
- e) Pharmacy bills without medications given to patients.
- f) Bills not provided for cash payments.

➤ Up coding means

- a) Claiming for higher benefit package even if it can be treated with lower benefit package. Additional codes being raised for higher benefit package.
- b) Manipulation of documents to claim higher benefit package Example: stone size, Scan reports, investigation report etc
- c) Unnecessary treatment given to patients Example: Unnecessary hysterectomy, LSCS/ Spine decompression, Thyroidectomy

➤ Unbundling means

- a) Uploading multiple codes for the same procedure and same side and same treatment modality.

Example1 : Bilateral Dj Stenting done but will claim for separated right and left side code.

Example 2: PTCA done for one vessel but POBA also asked for same vessel.

➤ Unnecessary procedures means:

- a) Procedures that are not required being shown as performed or being performed.
- b) Repeated Claims having same documents of other patients.

➤ Wrongful beneficiary identification means:

- a) Utilizing one patient identification and uploading for another patients.
- b) Mismatch of documents.
- c) Repeated Claims having same documents of other patients.
- d) Morphed/ same photos being attached to claim the treatment provided
- e) Same clinical notes for multiple patients
- f) Same phone number to multiple patients
- g) Wrong contact numbers/ No contact numbers

➤ Non-adherence to minimum criteria for empanelment, quality and service standards as laid under scheme guidelines means:

- a) Not following scheme guidelines/ circulars/ SOPs.

**** If the claims of the hospital are unpaid, then the said claims will not be paid. In case, the claims are paid for the said procedures done by hospital, then the amount has to be deducted from the next unpaid claims.**

Note:-

1. A separate account for deducted claim amount shall be maintained by the SAST for

penalty amount submitted by the fraudulent hospitals.

2. The hospitals must submit receipts in both the cases- returning money to patient & submission of penalty amount to the SAST within 15 days.
3. A time duration of 5 working days must be given to hospitals before issuing next notice to any hospitals as “second/third/fourth/fifth offence”.

All the fraudulent cases and grievance received can be taken up in the SASU both prospective and retrospective and the decision as per the above penalty clause can be levied. If the claims amount for the above deviation are not paid to the hospitals, then that should be withheld. If the amount is already paid, then SHA can withhold the amount along with the applicable penalty for such cases from the ensuing claims amount of the hospital till final decision are made.

Based on this SHA may inflict larger or smaller penalties depending on the severity/regularity/scale/intentionality on a case to case basis with reasons mentioned clearly in a speaking order. The penalties by the hospital will be paid to the SHA in all the cases.

SHA/EDC may also take recourse too legal action both civil and criminal in nature with the appropriate authority if the situation so warrants.

ANNEXURE V: Disciplinary proceedings and De-empanelment of Healthcare organization.

1.1. Rationale for Disciplinary Proceedings and De-empanelment.

1.1.1. Disciplinary proceedings/de-empanelment may be conducted for an Empaneled Healthcare Organization (EHCO) under the scheme if they fail to meet and uphold the necessary criteria agreed upon during empanelment or indulge in wrongful acts during treatment (detailed in section below). The key objectives of KASS to increase empanelment, ensuring that quality care is provided to the beneficiaries and curtailing unnecessary leakages in the form of fraud and abuse which may bring disrepute to the scheme. Disciplinary proceedings/de-empanelment processes have been introduced primarily as a deterrence and control mechanism in the scheme to ensure that medically appropriate quality treatment is provided to beneficiaries at all times and all wasteful and unnecessary expenditure is curtailed.

1.2. Institutional Structures for Disciplinary Proceedings and De-empanelment.

1.2.1. The institution established for empanelment will also be responsible for processes leading up to disciplinary proceedings/de-empanelment. The SAST, SEDGC and DEDGC at the state and district level will form the key institutions in enforcing this mechanism.

1.3. Process for Disciplinary and De-empanelment.

1.3.1. Investigation of suspect claims/hospitals

1.3.1.1. As a part of their role, SAST or any of their authorized representatives will conduct ongoing analytics to identify aberrant cases/ suspect EHCO s. This will be followed by desk audits of suspectcases and EHCO s visits. Additionally, any complaint received about the EHCO from the patient or any third party or reported in the grievance cell may be put under the watch list by the SAST. SAST will have rights to review any claims or preauth submitted or medical documents at any point of time retrospectively.

1.3.1.2. The data of such EHCO s will be analyzed for patterns, trends, and anomalies. For certain high-risk suspect cases, field medical audit may be conducted to collect and analyze evidence.

1.3.1.3. Investigation of the case including submission of report will be done within 3 weeks of working days of flagging the case. All attempts will be made to close

the case within the above-mentioned period by DEGDC. In case of any delay, report must be submitted to SAST, citing the reasons for the same.

1.3.2. Show cause notice to the EHCO.

- 1.3.2.1. Based on the investigation report received, if the SAST observes that there is sufficient evidence/suspicion of EHCO indulging in malpractices, a show cause-notice shall be issued to the EHCO. All attempts will be made to issue show cause notice within 7 working days from receipt of investigation report and in case of any delay, report must be submitted to SAST citing the reasons for the same.
- 1.3.2.2. In the show cause notice sent to the EHCO, it should be explicitly communicated to not contact the beneficiaries in question as this would lead to tampering of evidence, as per the applicable laws. In case any such tampering is found, legal action may be taken accordingly.
- 1.3.2.3. The show-cause notice will be sent both to the EHCO's registered email ID provided at the time of empanelment or the most current one available/updated with SAST and a hard copy will be sent via speed post or delivered by hand through district coordinator to the EHCO's notified address. However email communication date will be taken as final date of communication.
- 1.3.2.4. The show-cause notice will mention the email ID of the SAST where the response to the show-cause needs to be sent by the EHCO. The receipt of the registered speed post or acknowledgement of receipt by EHCO (in case delivered by hand) should be kept securely as proof by the SAST. The show-cause notice will also be updated in the online portal used by EHCO.
- 1.3.2.5. EHCO shall within 15 working days from the date of receipt to respond to the show-cause notice. The response will be sent to the SAST at the email id provided in the show-cause letter or address specified for registered post along with supporting evidence collected as per the applicable laws of India.
- 1.3.2.6. In case, the response is not received within 5 working days, the EHCO will be suspended. All its operations will be blocked under KASS through its web portal, for a specified time frame not exceeding 6 months or till a decision has been taken on the proceedings, so that no new pre- authorizations can be raised by the EHCO. However, the treatment of existing patients will continue as usual

till they are discharged. The notification of suspension will be sent through email and registered speed post. All attempts shall be made to send the notification within 2 working days of the decision and in case of any delay report must be submitted to ED, SAST, citing the reasons for the same.

1.3.2.7. In case, the EHCOs response received from EHCO to the show-cause notice is found satisfactory, it will continue to function as usual. However, if the response is not found satisfactory, further information or evidence may be requested through email. The EHCO shall provide the requested documents/information within 3 working days through email, failing which the EHCO may be suspended for a specified time frame not exceeding 6 months or till a decision has been taken on the proceedings. During suspension, EHCO will not be allowed to conduct any new pre-authorizations. All admitted patients under the scheme will be provided continued treatment as usual till they are discharged. The notification of suspension will be sent through email and registered speed post.

1.3.2.8. Beneficiaries needing continued care beyond current pre-authorization may be referred to another hospital to ensure there is no disruption of services

1.3.3. Detailed Investigation of EHCO.

1.3.3.1. A detailed investigation will be carried in case the EHCO is suspended due to the reasons mentioned above or if a serious complaint has been filed by the beneficiary. A detailed investigation may include field visits to the EHCP, examination of case papers, talking with the beneficiaries (if needed), examination of hospital records etc.

1.3.3.2. All attempts will be made to complete the investigation and submit the report within 10 working days. All statements of the beneficiaries will be recorded in writing in the language known to the beneficiary and ensured that the said statement is read over to the beneficiary for confirmation. The statement will be self- days of show-cause issued. In case of any delay, report must be submitted to SAST, citing the reasons for the same.

1.3.3.3. All statements of the beneficiaries will be recorded in writing in the language known to the beneficiary and ensured that the said statement is read over to the beneficiary for confirmation. The statement will be self-attested by the beneficiary via signature or thumb impression for use as evidence. Wherever,

possible, video recording will be taken and if possible, a copy of photo identity proof of such beneficiary will be maintained.

1.3.3.4. If the detailed investigation reveals that the report/ complaint/ allegation against the hospital is not valid and no malpractices are detected, suspension will be revoked and operations as usual will be initiated. All attempts will be made by SAST to revoke the suspension within 5 working days of the investigation report submitted.

1.3.3.5. If the detailed investigation reveals that the suspicion/alleged malpractice on the part of EHCO are valid and further new cases are detected, the SAST may recommend suspension for a specified time, not exceeding 6 months.

1.3.3.6. However, if the original cause of suspicion/alleged mischievous activities on the part of EHCO are not valid but additional malpractices are identified, a new show-cause notice will be issued to the EHCO. All attempts will be made to issue the show cause notice within 7 working days of noticing such malpractices. The EHCO will not be allowed more than 10 working days to respond, and a similar process of investigation will be followed. The time duration may be decided by the SAST on a case-to-case basis.

1.3.4. Suspension of the EHCO

1.3.4.1. Suspension after show cause notice: For EHCOs where adequate evidence of malpractices is present and the EHCO is not able to provide satisfactory justification, the SHA may suspend the hospital for a specified time, not exceeding a period 6 months or till the finalization of penalty by SEDGC.

1.3.4.2. No response to Show Cause Notice: In case, the EHCO does not provide any response to the show-cause notice within the stipulated time as outlined above, the EHCO may be suspended for a specified time, not exceeding 6 months.

1.3.4.3. If the response is received during suspension period, the SAST may review the response, if found satisfactory then the suspension may be revoked.

1.3.4.4. Direct suspension along with show-cause: If the SAST obtains irrefutable evidence that the actions of the EHCO have or may cause grievous harm to the patients' health or life, SAST may immediately suspend the EHCO for a specified time, not exceeding 6 months or till the finalization of penalty by

SEDGC. The suspension must be accompanied with a show-cause notice, allowing the EHCO time of 5 working days to respond to it.

- 1.3.4.5. Suspension due to non-payment of fine: If the penalty is levied on the EHCO for an offence and it fails to submit the penalty amount within the stipulated time, SAST may adjust the fine with the pending payment to the EHCO. If the pending amount after the adjustment of dues is not paid by the SAST, a reminder may be sent to the EHCO. Upon no response, the SAST may decide to suspend the EHCO till the amount is recovered.
- 1.3.4.6. In all cases outlined above, the notification of suspension will be sent through email and registered speed post. All attempts will be made to send the notification within 3 working days of decision. In case of any delay, a report must be submitted to Executive Director SAST, citing the reasons for the same.
- 1.3.4.7. Once the EHCO is suspended (or de-empaneled), different scenarios shall be managed as mentioned below:
 - i. Suspicious cases: All the paid and unpaid cases where trigger/suspicion flag has been raised shall be promptly investigated within 15 working days of suspension/de-empanelment, confirmed as fraud or not fraud and recovery shall be finalized for confirmed fraudulent cases which are already paid and the unpaid fraudulent cases shall be rejected.
 - ii. Unpaid cases (non-triggered) with a high-risk score as determined by KASS algorithm (i.e., more than 60): All unpaid cases that have high risk score shall be mandatorily audited within 15 days of suspension/de-empanelment. The audit shall be completed before payment and payment shall be based on clearance by audit and adjudication on merit.
 - iii. Unpaid cases that are not triggered and do not have high risk score: At least 20% of such cases shall be audited (with a minimum of 10 cases and maximum of 100 cases) before payment and payment shall be based on audit findings. In case any fraudulent case is found during audit of these cases, then 100% of remaining unpaid cases shall be also audited. All such audits shall be completed within 30

days of suspension/de-empanelment.

1.3.4.8. Claims adjudication of all cases shall be done on merit as per package booked and case papers submitted by EHCO as in normal process of adjudication.

1.3.4.9. SAST will ensure that the payment of all unpaid claims is released only after making the recoveries as mentioned in point 1 and recovery of penalties as required to be levied.

1.3.4.10. A Final Settlement Letter clearly mentioning the recovery and/or penalty and its adjustment from pending claims shall be sent to the suspended/de-empanelled EHCO.

If the matter of suspension or de-empanelment has been taken to court by the EHCO or is sub-judice, in such event, the claims under the sub-judice case jurisdiction shall not be considered for above guidelines till the matter is finally concluded in court of law. The rest of claims (not forming part of court case), shall be handled as per above guidelines.

1.3.4.11. The EHCO may file an appeal against suspension to review the order along with the submission of necessary evidence and an undertaking of not repeating similar instances of malpractices within 30 working days of suspension. The SAST may decide to revoke the suspension after examining the evidence and undertaking submitted by EHCO. In case the EHCO is unable to refute the same with evidence, the SAST will present the case to SEDGC to initiate the de-empanelment proceedings against the EHCO.

1.3.5. Presentation of case to the SEDGC and De-empanelment

1.3.5.1. Presentation of case for de-empanelment may be initiated by SAST after conducting proper disciplinary proceedings as outlined above. The SEDGC will meet at least once in three months/ emergency meeting could be scheduled in exceptional circumstances of the case being referred. All relevant documents including the detailed investigation report will be submitted to the SEDGC either at the time of case filing or at least 10 working days prior to the meeting. The SEDGC must ensure that the EHCO has been issued a show-cause notice seeking an explanation for the alleged malpractice. Both parties (SAST and EHCO) will be provided a fair opportunity to present their case with necessary evidence at the meeting conducted by SEDGC.

1.3.5.2. If the SEDGC finds that the complaint/allegation against the EHCO is valid, it

will order de- empanelment of the EHCO based on appropriate legal advice along with additional disciplinary actions like penalties, FIR etc. as it may deem fit.

1.3.5.3. In case the SEDGC does not find adequate supporting evidence against the EHCO, it may revoke the suspension of the EHCO or reverse/modify any other disciplinary action taken by SAST against the EHCO, while making clear observations and reasons underlying the final decision.

1.3.5.4. All attempts shall be made to take the final decision within 30 working days of 1st SEDGC meeting and in case of any delay, a report must be submitted to ED-SAST, citing the reasons for the same

1.3.5.5. All attempts shall be made to implement any disciplinary proceeding as decided by SEDGC within 30 working days of the decision taken by SEDGC.

1.3.5.6. If either party is not satisfied by the decision of SEDGC, they can approach Competent authority as per the grievance redressal guidelines.

1.3.6. Actions to be taken after De- empanelment

1.3.6.1. Once the hospital has been de-empaneled, a letter/email will be sent to the EHCO regarding the decision at registered address /registered email ID/ of the EHCO within 7 working of the decision. Once de-empaneled, new pre-authorizations will be disabled and the existing pre- authorizations/treatment will have to be completed.

1.3.6.2. A decision may be taken by the SEDGC to ask the Member Secretary of the District Empanelment & District Grievance Redressal Committee (DEDGC) to either lodge an FIR in case there is suspicion of criminal activity or take such other permissible legal action under applicable laws of India.

1.3.6.3. In case of confirmed act of professional misconduct and violation of medical ethics, the appropriate professional medical council at the national/state level should be informed of the details of the case, the treating doctor and the hospital involved. The Medical Council and State Medical Council should take it up and take appropriate action as per the Code of Medical Ethics Regulation, 2002 and/or such necessary action as

may be required as per the applicable laws. This information will be sent with other Insurance Companies, ESIC, CGHS, IRDAI and other relevant regulatory bodies.

- 1.3.6.4. A list of de-empaneled hospitals will be enlisted SAST website. The list should be prominently displayed and easily accessible on the website to ensure beneficiary awareness. SAST may notify in the local media about the entities where malpractice is confirmed, and the action taken against the EHCO engaging in malpractices.
- 1.3.6.5. The period of de-empanelment would be for 1 year, unless stated otherwise. Once de-empaneled, the EHCO cannot seek for re-empanelment until completion of 1 year from the date of such de-empanelment. Healthcare services providers will not be allowed to change their names and re-apply. The concerned local teams will keep a check on such practices. In case SAST decides to re-empanel an EHCO within a period of 1 year, the same may be flagged in the system through Empanelment portal. The reason for re-empanelment of EHCO will also be documented in the empanelment web portal.
- 1.3.6.6. If it is a hospital chain, only the branch will get de-empaneled while the other hospitals will continue to function.
- 1.3.6.7. Based on the severity of the offence, SEGRC may de-empanel the EHCO for more than 2 years or may blacklist an EHCO. In such cases, the SAST will inform Principal Secretary, Health and Family Welfare Department its decision along with a detailed explanation/recorded reason for the same.