

Expression of Interest (EOI)

For

**Inviting partners for conducting POC for auto
adjudication of health claims**

National Health Authority (NHA)

Fact Sheet

S. No.	Reference	Description
1.	Reference number	S-12017/98/2020/NHA
2.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India
3.	Date of publishing	22 nd August 2023
4.	Title of Services	Expression of Interest (EOI) for Inviting partners for conducting POC for auto adjudication of health claims
5.	Availability of Invitation to POC document	NHA has published this invitation for PoC on the website of National Health Authority (www.nha.gov.in)
6.	Mode and last date of proposal submission	The proposal is to be submitted through email, addressed to Dy Director, Administration at dydirector.admin@nha.gov.in on or before 5 p.m. on 11 th September 2023
7.	Method of selection	The selection process as listed below is expected to be completed within 2 weeks of last date of submission. <ul style="list-style-type: none"> 1. Receipt of complete application and documents on/before last date 2. Technical Presentation and demo by applicant solution providers (if requested by NHA) 3. Evaluation and selection by NHA based on the selection process specified in this document
8.	Late proposals	Late proposals i.e., proposals received after the specified date and time of receipt will not be considered.
9.	Date, Time and Venue for Technical presentation	19th September 2023 (tentative) at NHA office

Abbreviations

ABDM	Ayushman Bharat Digital mission
AB PM-JAY	Ayushman Bharat Pradhan Mantri Jan Arogya Yojana
CAPF	Central Armed Police Forces
CGHS	Central Govt Health Scheme
EHCP	Empaneled Health Care Provider
EOI	Expression of Interest
HBP	Health Benefit Package
HCO	Health Care Organization
NHA	National Health Authority
NHCX	National Health Claims Exchange
SECC	Socio-Economic Caste Census
STGs	Standard Treatment Guidelines
TMS	Transaction Management System

1. Disclaimer

The information contained in this Expression of Interest (EOI) Document is being provided on the terms and conditions set out in this document. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their application.

This EOI includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) and other organisations in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Party may require. This EOI may not be appropriate for all persons/organisations, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in the EOI may not be complete, accurate, adequate or correct. Each interested Party should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The NHA, its employees and advisors, make no representation or warranty and shall have no liability to any person/ Party, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI Document or arising in any way for participation in this Pilot Project. The NHA also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Party upon the statements contained in this EOI.

The NHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that the NHA is bound to select or appoint a Party, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Parties without assigning any reason whatsoever.

The Parties shall bear all costs associated with or relating to the preparation and submission of its application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its application. All such costs and expenses will remain with such Party and NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Party in preparation or submission of the Application, regardless of the conduct or outcome of the selection.

2. Introduction:

2.1 About NHA

National Health Authority (NHA) is the apex body responsible for implementing India's flagship public health insurance/assurance scheme called "Ayushman Bharat Pradhan Mantri Jan Arogya Yojana" and has been entrusted with the role of designing strategy, building technological infrastructure and implementation of "Ayushman Bharat Digital Mission" to create a National Digital Health Eco-system.

A comprehensive eco-system along with robust IT platform has been established by NHA for successful implementation of both programs. Utilising the same, NHA has further been given the responsibility of converging other schemes of Govt such as Central Govt Health Scheme and Central Armed Police Forces on NHA platform for greater efficiency and economies of scale.

2.2 About AB PM-JAY and ABDM

Ayushman Bharat Pradhan Mantri-Jan Arogya Yojana (AB PM-JAY) is the flagship program of the Government of India implemented to provide financial protection and improved access to health care services to approx. 10.74 crore families – 50 crore beneficiaries. It was launched by Hon'ble Prime Minister Shri Narendra Modi on 23rd sept, 2018. The beneficiaries of AB PM-JAY are identified from the Socio-Economic and Caste Census 2011 based on specific indicators of deprivation. For the entitled beneficiaries, AB PM- JAY provides a health insurance cover of up to Rs. 5 lakhs per family per annum. The cover includes cashless treatment in any of the Empanelled Health Care Provider (EHCP) for more than 1900 surgical, medical and day-care hospitalization procedures covered under Health Benefit Package (HBP) and the hospitals are reimbursed as per fixed package price. The entire process in AB PM-JAY from the identification of eligible beneficiary to reimbursement to hospitals is carried out on NHA IT platform.

The Ayushman Bharat Digital Mission (ABDM) aims to develop the backbone necessary to support the integrated digital health infrastructure of the country. It will bridge the existing gap amongst different stakeholders of healthcare ecosystem through digital highways. The key components of ABDM are Ayushman Bharat Digital Account (ABHA) – health id for citizens, Health Facility Registry (HFR), Health Professional Registry (HPR) and National Health Claims Exchange (NHCE).

2.3 About Convergence schemes

CGHS

Central Govt Health Scheme (CGHS) is a health scheme for Central Govt employees and pensioners and their dependents. The scheme has been onboarded on NHA's IT platform in June 2021. The scheme aims to provide cashless and paperless healthcare benefits to its 17.2 lakhs beneficiaries (pensioners and their dependants) through the network of CGHS-empanelled Health Care Organisations (HCOs) across 74 cities in 24 CGHS zones in the country for 45 specialties and 1853 procedures/ packages. CGHS packages are uniquely designed and include outdoor, diagnostics, daycare, and indoor medical facilities. There are zone-specific health benefits packages (HBPs). These HBPs are comprehensive, without any exclusions, co-payments, deductibles, or annual limits of cover. CGHS provides health coverage through allopathic and AYUSH systems of medicine.

CAPF

Ministry of Home Affairs, Government of India, and National Health Authority jointly launched the Ayushman CAPF scheme for providing cashless healthcare services to the serving personnel of the Central Armed Police Force (CAPF) and their dependents. Seven different categories of forces are currently covered under this scheme. The existing network of empanelled HCO/EHCPs under AB-PMJAY and CGHS has been leveraged for cashless medical services to the beneficiaries of the Ayushman CAPF scheme. Beneficiaries can avail out-patient, diagnostics, daycare, and indoor facilities without any financial ceiling for coverage at the network HCO. In addition to this, beneficiaries are also allowed to seek reimbursement for their medical expenses online.

For more details on NHA and above schemes, please visit <https://nha.gov.in/>

3. Invitation for POC

This is an invitation to participate in Proof of Concept (POC) of IT based solutions to auto adjudicate health claims of AB PM-JAY and convergence schemes such as CGHS, CAPF at 'no cost' / 'pro-bono' basis and share outcome of the proposed solution's capabilities with NHA.

The term 'POC' in this document means to test & arrive at benchmarks for auto adjudication of Health Claims being processed on NHA IT system using partner organizations' proposed solutions. The expected features of such solutions are as illustrated in Scope of Work.

The POC shall be carried out in NHA secure environment and necessary IT infrastructure shall be provided by NHA. In case a particular partner wishes to use any specific service outside NHA's secure environment, the same shall be explicitly mentioned in its proposal. NHA shall decide on a case-to-case basis regarding such requests.

For reference, the daily claim volume under different schemes being handled by NHA (as of June 2023) is approximately 50,000 in various schemes.

For detailed claim process flow under above schemes, refer Annexure II

3.1 Eligibility

Potential Partners desirous of participating in this EOI should possess the relevant expertise, technology and resources to carry out POC on pro-bono basis and should meet following criteria:

1. Company should be registered in India
Proof - copy of Company Registration certificate
2. It should have experience in health insurance claims auto adjudication
 - a) Engaged by Govt scheme payer/health insurance company – minimum 3 contracts of minimum one-year duration each.
Proof - copy of work order/contract issued by payer/insurance company certified by Company's authorized signatory
 - b) Minimum number of claims auto adjudicated on proposed platform – 2,50,000 claims (registered with a unique claim number)
Proof - self-certificate signed by Company's authorized signatory
 - c) Minimum capacity to handle claims volume – 25,000 claims per day

Proof - self-certificate signed by Company's Company Secretary

3. Company should have minimum Turnover of Rs. 1 crore during Financial year 2022-23
Proof - copy of last year's balance sheet certified by statutory auditors/Company Secretary

3.2 Application

The eligible parties interested in carrying out POC may submit application (on the prescribed format as per Annexure I) to

Ms. Sraddha Paul (Dy Director, Administration) at dydirector.admin@nha.gov.in on or before 5 p.m. on 11th September 2023.

3.3 Selection process

The selection process as listed below is expected to be completed within 2 weeks of last date of submission.

1. Receipt of complete application and documents on/before last date
2. Technical Presentation and demo by applicant solution providers (if requested by NHA)
3. Evaluation and selection by NHA

The decision of NHA regarding acceptance/ rejection of any proposal shall be final. The selected Party/parties will be required to execute an MoU cum Non-Disclosure Agreement (attached in Annexure III) with NHA.

The process for carrying out POC may be discontinued at any stage by NHA without assigning any reason.

4. About POC

4.1 Scope of Work

The solution should be able to demonstrate capability of auto adjudication of pre-auth/claims pertaining to schemes such as AB PMJAY, CGHS, Ayushman CAPF and others. In this regard, the solution is expected to have the following functionalities (as applicable to pre-auth/claim stage):

Mandatory Features:

1. A rule-based engine with ability to automate end-to-end healthcare claims processing workflows for auto adjudication
2. Application of Artificial intelligence and machine learning models for evaluation of health claims based on clinical policies and rules. Ability to verify the covered beneficiary using latest techniques such as image analytics, facial authentication etc. along with KYC /Aadhar Validation (for non-Aadhaar case if photo is available)
3. API integration capability to integrate with various applications used under NHA ecosystem
4. Ability to consume claim related clinical documents/data and to classify various types of medical records in real-time including diagnostic reports, discharge summary, operative

- notes, post-operative reports, etc., and segregate/classify as per category/mandatory documents in compliance with NHA guidelines/STGs
5. Ability to auto verify document scan quality and instantly provide response to provider for uploaded documents, information as correct, missing or quality issue for giving option to re-upload or correct in real time
 6. Ability to extract essential information such as name, age, gender, diagnosis, signs, symptoms, hospital name etc. and analyse various medical documents like Discharge summary, Indoor case papers etc. to establish clinical diagnosis using Optical Character Recognition (OCR), and other image analytical tools
 7. Ability to identify duplicate or similar images not only within the claim submitted but across the claims as well
 8. Automated ICD/ICHI codes for the diagnosis /specialities in real time
 9. Capability of highlighting suspicious claims that are likely to be rejected or refused or appear suspect/fraudulent along with reason(s) thereof
 10. Capability for scaling and faster response time with increase in data for documents, matching and fraud etc.

Desirable Features:

1. Capability of extracting local languages or handwritten documents to good accuracy supported by automated or manual quality check through a team of qualified resources at scale for faster claims validation and processing
2. Decision support system* for various levels of claims adjudication process such as CEX, CPD etc.
3. Ability to incorporate feedback and learn from the actions of the processors and approvers, capability to take input from user
4. Ability to provide MIS, complete reporting, and dashboard to monitor and track business performance, key performance indicators, metrics, to create customized dashboard reporting capability based on requirement, to provide audit dashboard for manual / sample checking of system decisions
5. Ability to validate treating doctor signature, registration number and qualification (mention HPR ID)

*Automated preparation of case summary for faster review for medical team for claim approval highlighting all critical summaries, settlement summary & ICD codes etc.

4.2 POC Schedule

The POC is expected to be completed within a period of 4 months from the date of signing of MOU with below listed indicative activities and timelines

Sl. No.	Activity	Timelines	Responsibility
1	Familiarizing selected partners with basics of convergence scheme and PMJAY, process flow, HBP packages, STGs, mandatory documents etc. Selection of procedures and claims to be included in Demo	1 week	NHA
2a	Familiarizing selected partners with data structure, claim documents and NHA IT security and data privacy requirements	2 weeks	NHA IT

Sl. No.	Activity	Timelines	Responsibility
2b	Providing to NHA partner's VM, infrastructure and other requirements for deploying solution		Partner IT
3a	Creating VMs and infrastructure Creating necessary workflow for consumption/visibility of output in TMS to the PPD/CPD to agree/disagree/over-ride options and real time communication to hospitals (document quality, rejection etc.)	4 weeks	NHA IT
3b	Setting up APIs, establishing demo environment, dry run and dashboards,		Partner IT and NHA IT
4	POC Go Live with real time flow of data and auto adjudication of pre-auth/claims of selected procedures/schemes	12 weeks	Partner IT and NHA IT
5	Presentation on POC outcome and submission of detailed report on outcome on various parameters/components of auto adjudication, comparative analysis (POC outcome vs decision of PPD/CPD) key findings/challenges and recommendations. Decommissioning of VMs and data transfer	1 week	Partner(s)

4.3 POC Outcome

Metrics for measuring POC outcome

The outcome of POC shall be measured based on following metrics:

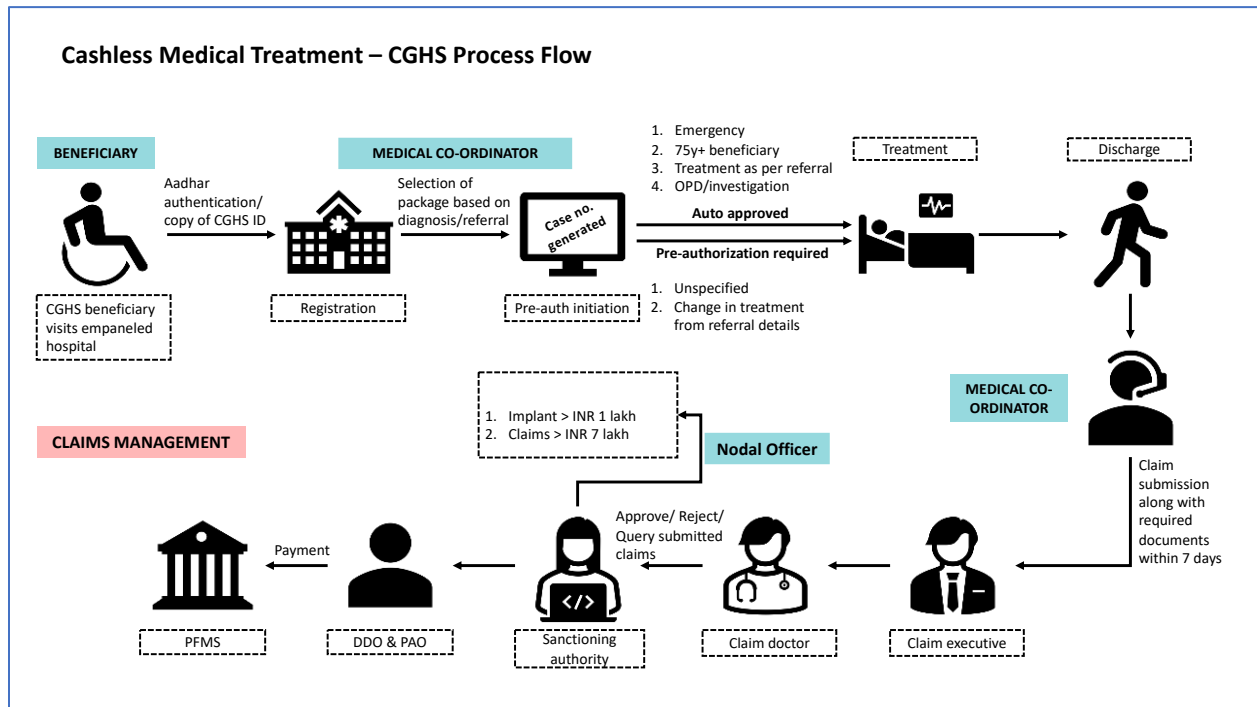
Sl. No.	Key parameter	Metrics	Outcome evidence
1.	Document intake and processing	Document classification, scan quality and readability check, Enhancing quality, Adequacy of documents check, Instant response/automated query to provider, Extraction of clinical and other data, Verification of beneficiary	
2.	Pre-auth/claim adjudication	Transactions processed, Transactions failed, Decision accuracy, Average response time, Summary sheet and critical data/notes capturing, ICD coding, Flag for fraud/suspicion, Mismatch flagging, Avg response time for document intake	
3.	MIS, Reports and Dashboards	Monitoring dashboards, Audit trail	
4.	Optimum Utilization of Infrastructure	Resources utilized such as GPU, storage	
5.	Open-source technology		

Annexure I: Application Form

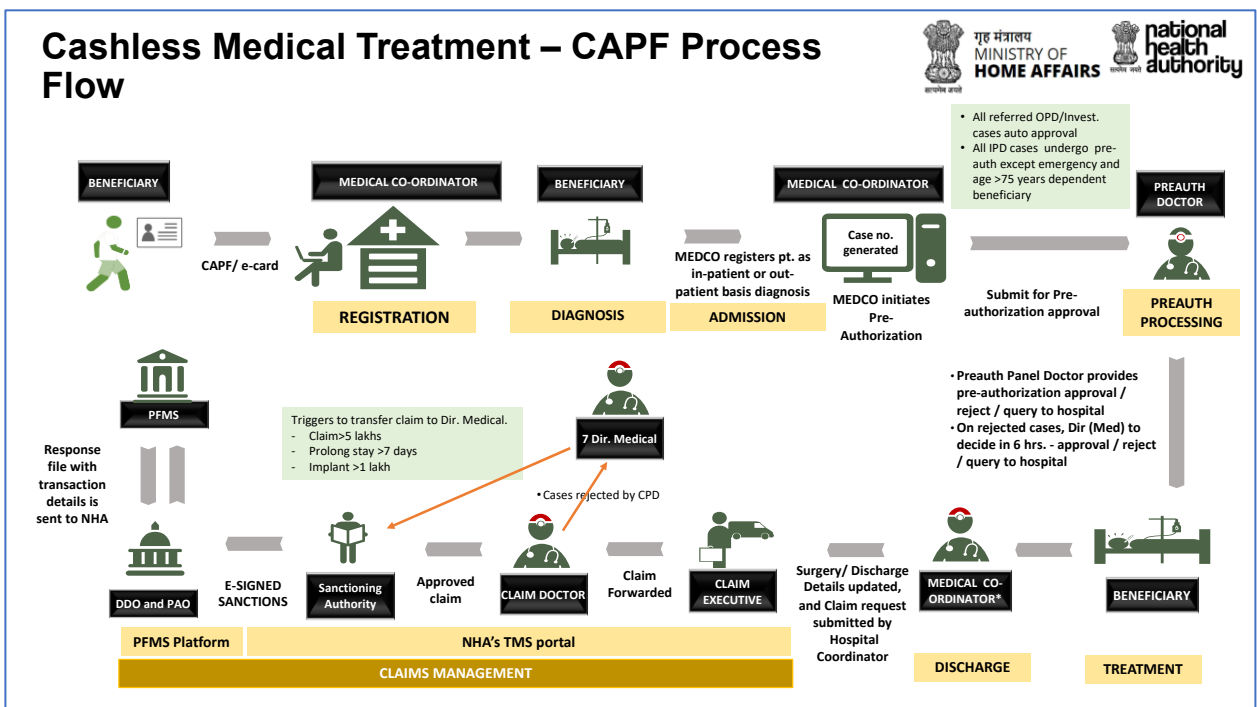
1	Name and registered office address of Company	
2	Company's Registration number and date	
3	Brief Profile of the company and its business (1-2 para)	
4	Technical and functional specifications about Company's auto adjudication solution including design, tools and technologies deployed (1-2 pages)	
5	Experience in health claims auto adjudication – names of clients where solution is deployed along with date of deployment	
6	Number of claims auto adjudicated (since inception - year wise)	
7	Company's Turnover in the financial year 2022-23	
8	Client testimonials	
9	IT infrastructure and other requirements for deploying solution	
10	Certify Functionalities (listed at 1 to 15 under scope of work) – available/not available/partially available, if partially available, to specify what is not available	
11	System capacity – maximum concurrent users and transactions at a certain resource level	
12	Confirmation of documents attached <ul style="list-style-type: none"> a. Copy of Company Registration certificate b. Copy of 3 work orders/contracts certified by Company's Company Secretary (CS) c. Self-certificate on total number of claims handled for auto adjudication on proposed platform signed by Company's d. Self-certificate on maximum capacity for number of claims that can be handled by the system per day basis signed by Company's Company Secretary e. Copy of last year's balance sheet certified by statutory auditors/Company Secretary 	

Annexure II

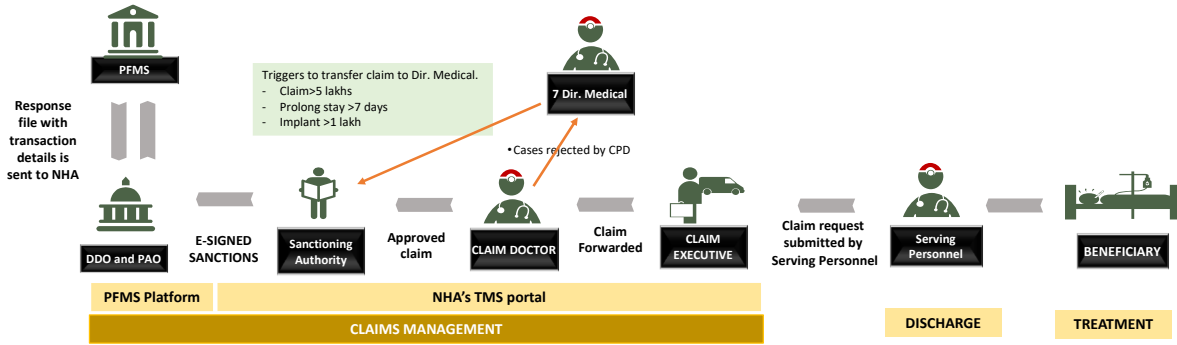
A. Claims process flow under CGHS



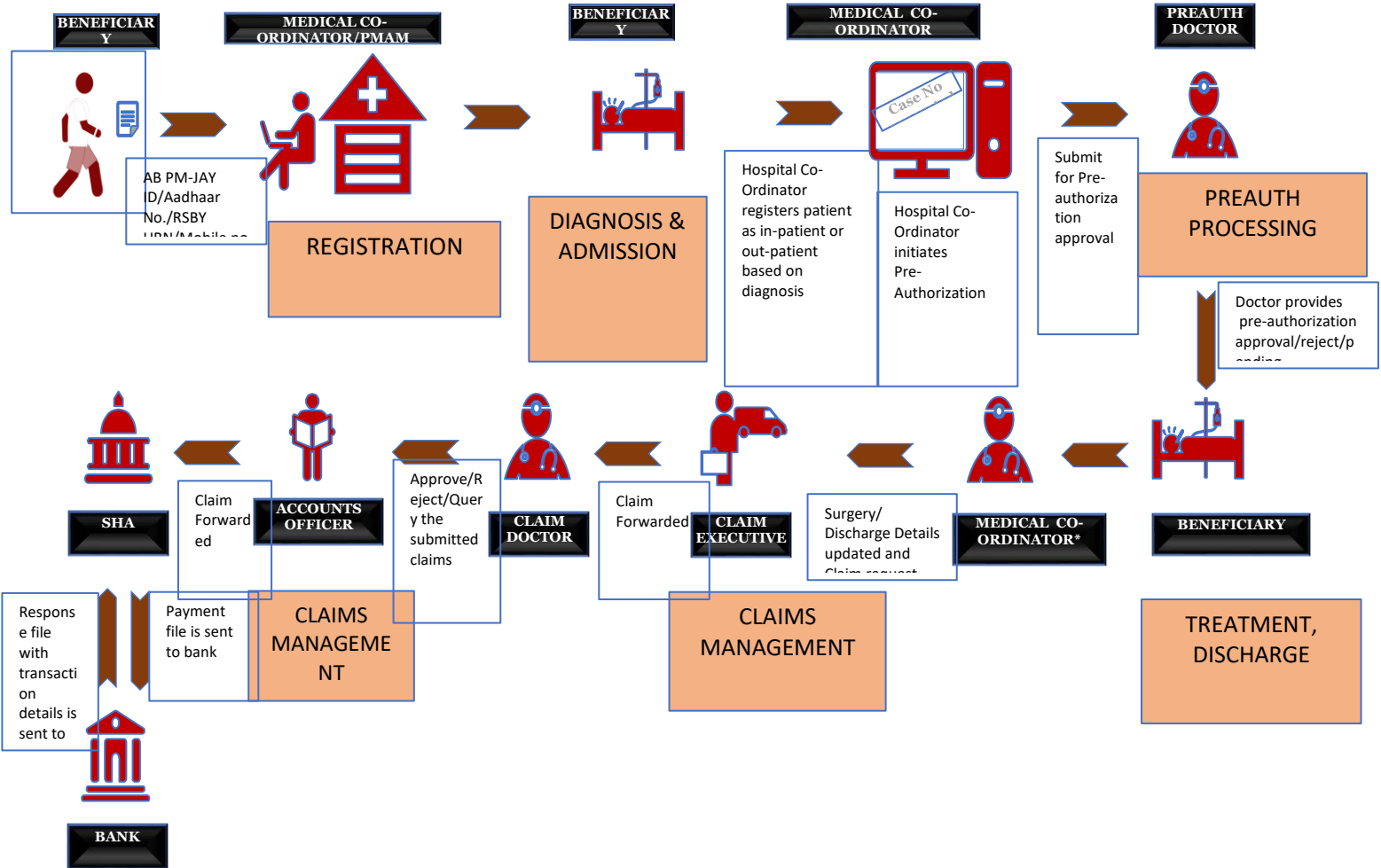
B. Claims process flow under CAPF



Reimbursement Medical Treatment - CAPF Process Flow



C. Claim process flow under AB PM-JAY



*Medical Coordinator: MEDCO/ Pradhan Mantri Arogya Mitra

Annexure III

1. Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as “**MoU**”) is made at New Delhi on this ___ day of __ 2023.

By _____ and _____ Between
National Health Authority (NHA), constituted for implementation of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana, represented by its authorised Signatory Mr./Ms. _____ designated as _____ having its registered office at 7th and 9th Floor Jeevan Bharti Building, Connaught Place, Delhi, India (hereinafter referred to as the

“**FIRST PARTY/NHA**”);

AND

_____, a company incorporated under Companies Act, 2013, represented by its Authorised Signatory _____ designated as _____ (hereafter referred as the “**SECOND PARTY**”, which expression shall unless repugnant to the context and

meaning thereof, be deemed to mean and include its present and future trustees).

(Both the parties are hereinafter, collectively referred to as the “Parties” and individually as party/ as defined hereinabove)

WHEREAS,

A. NHA is constituted with an objective of providing overall vision and stewardship for design, roll-out, implementation and management of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (**AB PM-JAY**) in alliance with state governments. NHA has been entrusted with the additional responsibility of implementation of Ayushman Bharat Digital Health Mission. NHA is also playing a critical role in convergence of health schemes of the Central/State Govt authorities such as CGHS, CAPF schemes.

2. Second Party is

_____.

3. NHA invited application from interested/eligible vendors for a ‘Proof of Concept’ (POC) on a ‘no-cost/pro-bono’ basis dated _____ titled _____.

D. Second Party is desirous for carrying out said POC of claims Auto Adjudication Software for (“**Pilot Program**”) and has represented

E. Second Party has represented to entrust the objective of NHA, their capability and willingness to abide by the terms of this MoU.

NOW THEREFORE, in consideration of the above Recitals and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Term and Termination:
This MOU shall come in force from the date of execution of this MOU ("Effective Date") and shall remain valid for period of 06 months (six months), unless terminated earlier by the Parties in accordance with the termination clause herein ("Term"). Both Parties have the right to terminate the MOU by issuing a prior 30 days written notice to the other Party. This MOU may be renewed by the parties on its termination (or its expiry date whichever is earlier) subject to terms and conditions as both the parties may agree.

Both Parties shall have the right to terminate this MOU in case other Party violates any of the clauses mentioned in the MOU. The termination of this MOU will not affect validity or duration of any legally binding obligations under this MOU.

2. Roles and Responsibilities

2.1. Role of NHA:

- i. NHA will provide requisite support such as IT infrastructure and secure environment, familiarisation with schema, data structure and health scheme details etc. to Second party
- ii. NHA will facilitate API integration with the Second Party
- iii. Other reasonable assistance required by second party for successful conduct of POC

2.2. Role and Responsibilities of Second Party:

- i. Second Party represents and agrees to abide by NHA Information Security and Privacy Policy as available on its website at <https://www.pmjay.gov.in/documents> ;
- ii. Second Party would ensure not to indulge in any unauthorized decryption and/or tracing back of Data and /or information not expressly permitted under terms and conditions of this MoU;
- iii. Second Party agrees that it shall never use and /or keep name/tradename/logo/design of any of its product which in any manner would identify itself with AB PMJAY scheme and/or NHA. Second party shall not publish any article, video, news or information in any media without NHA's specific permission
- iv. Second Party shall not use any other platform of NHA, usage of which is not permitted expressly by NHA under terms of this MOU.
- v. Second Party shall be solely responsible for any payments/wages/salary required to be paid to

its staff members engaged by itself for the purposes of this MOU and agrees to adhere to applicable laws of India, in relation to the same.

- vi. Second Party agrees to indemnify and hold NHA harmless against any breach pertaining to terms of this MoU caused due to its act and/or omission and/or such third Parties related to it.
- vii. No co-branding for the activity identical or similar to the one agreed under the MOU, will be done by Second Party without prior and express consent of NHA.
- viii. Second Party agrees to provide the report of Pilot Program (and/or such reports which are extracts of such Pilot program) with NHA

3. **Scope of Work:**

The detailed Scope of Work have been detailed in Section 4.1 of EOI and **Annexure** to the MOU.

4. **Conflict of Interest:** The Parties acknowledge that neither them nor their employees, agents, officers or representatives, have received or shall receive, purport to receive or seek, directly or indirectly, any payments or transfers in kind of any value from any other persons in furtherance to arrangement under this MOU. The Parties further acknowledge that they have put in effective process to ensure working / compliance of the aforesaid arrangement/obligation.
5. **Consideration:** The Parties acknowledge that this is a non-financial collaboration and it has not and shall not in connection with this MoU, make or has made any payment or transfer anything of value, directly or indirectly to persons as identified below, for securing the arrangement under this MoU or any other matter relating to this MoU:
 - i. To each other, the other's employees, officers, managerial personnel or any person involved in the management and administration of each entity;
 - ii. To any person(s) who are the subject of the initiatives/collaboration stated in this MoU, including any staff or their relatives, friends, people accompanying them, etc.;
 - iii. To any governmental official or employee (including employees of a government corporation or public international organisation) or to any political party or staff for public office; or
 - iv. To any other person or entity if such payments or transfers would violate the laws of India.

6. **Confidential Information**

Confidential information shall include all information or data, whether electronic, written or oral, relating to NHA/AB PMJAY 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, that is supplied by NHA to the Second Party or otherwise acquired/ accessed by the Second Party during the course of dealings between the Parties or otherwise in connection with the Project.

6. 6.1.

"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

“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.

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

- i. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the other Party;
- ii. If the information is disclosed by either Party with the prior written permission and approval of the other Party;
- iii. If either Party 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 concerned Party _ gives prompt written notice of that fact to the other Party prior to disclosure so that the other Party may request a protective order or other remedy, the concerned Party may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

6.3. Obligation to Maintain Confidentiality:

- i. Second Party 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 MOU.
- ii. Confidential Information provided by NHA is and will remain the sole and exclusive property of NHA and will not be disclosed or revealed by the Second Party except (i) to other employees of the Non-Disclosing Party who have a need to know such information and agree to be bound by the terms of this MOU or (ii) with NHA’s express prior written consent.
- iii. Receiving Party shall cause its employees to comply with the provisions of the Agreement and get an individual undertaking signed from its employees and/or associates as placed at Annexure __ and such employees and/or associates shall be instructed, directed and guided by Receiving Party to deal with Confidential Information in the same manner as stated in this MoU. Receiving shall promptly provide copies of such Individual Undertakings to NHA as and when demanded;
- iv. Upon termination of this MOU, Second Party will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared/shared with Second Party and its employees for this engagement are either returned to NHA or are destroyed under confirmation from NHA within 15 days of such termination.
- v. Second Party shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MOU pursuant to Paragraph 6.2 above. The onus to prove that the exclusion is applicable is on the Party disclosing such information.

6.4. Remedies:

Each Party acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this MOU will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the concerned Party shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information.

7. Notices:

All notices given under this MOU must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or email:

For NHA:

Attention: _____, National Health Authority,
7th and 9th Floor, Tower 1, Jeevan Bharati LIC Building, Connaught Place, New Delhi 110001.
Email address: _____

For Second Party

Attention: _____ Email address: _____

8. Miscellaneous:

8.1. **Amendment:** This MOU may be amended or modified only by a written mutual agreement duly signed by both the Parties.

8.2. **Relationship:** 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 MOU for, or on behalf of, or incur any obligation

or liability of, or to otherwise bind, the other Party. No joint venture, partnership or agency relationship exists between the Second Party and the NHA or any third-party as a result of this MOU.

None of the NHA's employees, workers or other man-power shall be construed or deemed to be the employees of the Second Party at any time and *vice a versa*.

In order to streamline coordination between the Parties for effective implementation and monitoring of the Project, the Parties will nominate a single point of contact from each side. The Parties agree that each of them will not be bound by any other obligations other than those specified as a part of this MoU. Each Party will be solely liable for performance of the obligations and activities assigned to it under this MoU.

8.3 **Dispute Resolution and Jurisdiction:** If any difference or dispute arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this MOU such dispute shall be interpreted in accordance with and governed by the applicable laws of India.

Each Party agrees that any dispute between the Parties relating to this MoU will first be submitted to amicable settlement. To this effect, it will first be submitted in writing to _____, National Health Authority, NHA, New Delhi for NHA and _____ for Second Party who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiations.

If amicable settlement is not reached between the parties then such unresolved dispute or difference of opinion concerning or arising from the MoU and its implementation, breach or termination whatsoever, including any difference or dispute as to the interpretation of any of the terms of the MoU, shall be referred to an arbitral tribunal composed of three arbitrators, one arbitrator appointed by each Party and presiding arbitrator/Empire appointed by the mutual consent of the two arbitrators so appointed.

The Arbitrator Award shall be binding on both the parties. The arbitration shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time. Venue and seat of Arbitration shall be in New Delhi. The language of arbitration shall be English. Each Party to bear their own legal costs and expenses.

The validity and interpretation of this MOU shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes between the Parties.

Parties hereby consent to the exclusive jurisdiction of the Courts of New Delhi, India for purposes of this MoU.

8.4. Assignment: Neither Party may assign its rights or delegate its duties under this MOU without the other Party's prior written consent.

8.5. Severability: In the event that any provision of this MOU is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this MOU.

8.6 Waiver: Neither Party will be charged with any waiver of any provision of this MOU, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

8.7 Force Majeure: In the event of non-fulfilment of the terms and conditions of this MOU due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither Party shall be held responsible for any loss or damage, provided such party immediately inform the other of its non- performance due to Force Majeure condition.

8.8. Intellectual Property: Each Party owns and will continue to own all rights, title and interest in and to the intellectual property rights/interest that it owns prior to this MOU or which each Party created or acquired independently of its obligations pursuant to this MOU. Neither party shall use the trademarks and /or IPR of other Party without the prior written consent of such Party. NHA IPR shall only be used with its prior written consent for the purposes under the terms and conditions of this MoU only. Neither Party may use the Intellectual Property of the other Party without the prior written consent of the other Party. Any newly created IPR (outcomes/reports/paper/ research) by Second Party as part of this MOU will be solely owned by

NHA. NHA shall have a right in perpetuity to use such newly created IPR, which may not be limited to processes, specifications, reports, drawings and any other documents produced leveraging NHA Data created and developed by the Second Party during the performance and completion of services under this MOU and for the purposes of inter-alia use of such services under this MOU. Second Party undertakes to disclose all such Intellectual Property Rights, to the best of its knowledge and understanding, arising in performance of the services of this MOU to the NHA.

8.9.Publicity:

Second Party shall not publish or permit to be published either alone or in conjunction with any other person any information or material relating to this MOU or the business of the Parties without prior reference to and approval in writing from NHA.

8.10. Compliance with Applicable Laws: Applicable laws for this MOU shall be laws of India only. Each Party to this MOU accepts that its individual conduct shall, to the extent applicable to its businesses as a service provider, at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Project is conducted, provided that changes in such laws, rules and regulations which result in a change to the Services shall become immediately applicable.

8.11. Data Protection and Privacy Laws: Parties represents that it shall abide by the statutory laws pertaining to Data Protection and Privacy Laws as applicable in India and as amended from time to time. Parties affirms that the Data as per the terms of this MOU shall at all times remain within the territorial

Jurisdiction of India only. Any breach of Data Protection and/or Privacy Laws by the Parties shall make them liable to penalties and actions as per applicable laws.

either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only MoU between the parties with respect to the said subject matter. Each party to this Agreement acknowledges that such representations, inducements, promises, or agreements, orally or otherwise which are not embodied in this MoU or statement or promise that is not contained in this MoU shall not be valid or binding or of any force or effect. However, in case the parties agree on any new proposal/arrangement, the same shall only be valid once it is signed by the Authorized Signatories of both the parties in writing."

8.13 Counterparts: For the convenience of the Parties, this MOU may be executed in counterparts, each of which shall be deemed to be an original, and shall constitute and be considered one and the same instrument and shall be binding and enforceable against the Parties as an original document representing the terms and conditions set forth herein

IN WITNESS WHEREOF, both the parties have set and subscribed their respective hands to this Memorandum of Understanding on the date and place first mentioned above, in the presence of following witnesses

8.12 Entire Agreement:	This MoU supersedes any and all other prior understandings and agreements,
For National Health Authority (NHA)	For Second Party
Mr. <Name> <Designation>	

Witness 1 (Name, Address, Ph: Designation):

Witness 2 (Name, Address, Ph: Designation):
[Remaining page has been left blank intentionally]

2. Individual Confidentiality Undertaking

I, [*Insert Name*], the undersigned, having [*Insert Staff Number*] acknowledge that as an employee/ staff of _____, I will be working as a team member of the _____ project team which is providing, or shall provide (as applicable), certain [*Insert services to be provided*] ("**Services**") to National Health Authority ("**NHA**"). I confirm that I have fully read and understood all the terms and conditions of the MoU dated [_____] ("**Agreement**") executed between _____ and NHA in particular to the contents below. With effect from [*Insert the effective date of the MoU*], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalised terms contained in this letter shall have the meaning attributed to them under the Agreement and/or RFP.

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

1. Save as required by law or professional regulation (in which case I will immediately inform the _____ to the extent not prohibited by law or regulation), I will not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee of _____ or other associated organizations and/or subsidiaries, other than those who need to access such information on a strict need to know basis.
2. If approached by any third party or employee/staff (where such employee/ staff do not require access to the Confidential Information on a need-to-know basis) to provide any Confidential Information relating to the Services, I will immediately inform the Project Manager and will not disclose any such information without his/ her written consent.
3. I will not remove or destroy any documents, data, files or working papers in whatsoever form (including and not restricted to any in electronic form) in respect of the Services, without the written consent of Project Manager.
4. I will not divulge or make known to any other person, either the password or the unique security password that is assigned to me
5. I will not leave my computer/laptop unattended while still connected in a remote session.
6. I will not discuss any information, status or condition associated with NHA and schemes related information with anyone, including another employee or staff of NHA, in a place or in a manner which

may compromise the confidential nature of the information being provided from the NHA.

7. I understand that I am liable to be prosecuted if I publish anything without any official sanction any information that I may have acquired in the course of my tenure of an official appointment or retain without any official sanction any data, sketch, plan, model, article or official documents etc. which are not needed as part of my official duties.
8. In the event that I leave the employment of _____ or my association with _____ gets terminated, I will not discuss/ disclose thereafter any Confidential Information with/ to any other party.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with _____. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with _____. By my signature below, I acknowledge (i) receiving and understanding all the aspects and conditions of this declaration (ii) acceptance of my obligations arising out of this declaration and my agreement to fulfill the same.

Signature: _____

Name (in block letters): _____ Aadhaar No. _____

Telephone #: _____ Date: _____

Annexure to MOU

Scope of Work

The solution should be able to demonstrate capability of auto adjudication of pre-auth/claims pertaining to schemes such as AB PMJAY, CGHS, Ayushman CAPF and others. In this regard, the solution is expected to have the following functionalities (as applicable to pre-auth/claim stage):

Mandatory Features:

1. A rule-based engine with ability to automate end-to-end healthcare claims processing workflows for auto adjudication
2. Application of Artificial intelligence and machine learning models for evaluation of health claims based on clinical policies and rules. Ability to verify the covered beneficiary using latest techniques such as image analytics, facial authentication etc. along with KYC /Aadhar Validation (for non-Aadhaar case if photo is available)
3. API integration capability to integrate with various applications used under NHA ecosystem
4. Ability to consume claim related clinical documents/data and to classify various types of medical records in real-time including diagnostic reports, discharge summary, operative notes, post-operative reports, etc., and segregate/classify as per category/mandatory documents in compliance with NHA guidelines/STGs
5. Ability to auto verify document scan quality and instantly provide response to provider for uploaded documents, information as correct, missing or quality issue for giving option to re-upload or correct in real time
6. Ability to extract essential information such as name, age, gender, diagnosis, signs, symptoms, hospital name etc. and analyse various medical documents like Discharge summary, Indoor case papers etc. to establish clinical diagnosis using Optical Character Recognition (OCR), and other image analytical tools
7. Ability to identify duplicate or similar images not only within the claim submitted but across the claims as well
8. Automated ICD/ICHI codes for the diagnosis /specialities in real time
9. Capability of highlighting suspicious claims that are likely to be rejected or refused or appear suspect/fraudulent along with reason(s) thereof
10. Capability for scaling and faster response time with increase in data for documents, matching and fraud etc.

Desirable Features:

1. Capability of extracting local languages or handwritten documents to good accuracy supported by automated or manual quality check through a team of qualified resources at scale for faster claims validation and processing
2. Decision support system* for various levels of claims adjudication process such as CEX, CPD etc.
3. Ability to incorporate feedback and learn from the actions of the processors and approvers, capability to take input from user
4. Ability to provide MIS, complete reporting, and dashboard to monitor and track business performance, key performance indicators, metrics, to create customized dashboard reporting capability based on requirement, to provide audit dashboard for manual / sample checking of system decisions

5. Ability to validate treating doctor signature, registration number and qualification (mention HPR ID)

*Automated preparation of case summary for faster review for medical team for claim approval highlighting all critical summaries, settlement summary & ICD codes etc.

POC Schedule

The POC is expected to be completed within a period of 4 months from the date of signing of MOU with below listed indicative activities and timelines

Sl. No.	Activity	Timelines	Responsibility
1	Familiarizing selected partners with basics of convergence scheme and PMJAY, process flow, HBP packages, STGs, mandatory documents etc. Selection of procedures and claims to be included in Demo	1 week	NHA
2a	Familiarizing selected partners with data structure, claim documents and NHA IT security and data privacy requirements	2 weeks	NHA IT
2b	Providing to NHA partner's VM, infrastructure and other requirements for deploying solution		Partner IT
3a	Creating VMs and infrastructure Creating necessary workflow for consumption/visibility of output in TMS to the PPD/CPD to agree/disagree/over-ride options and real time communication to hospitals (document quality, rejection etc.)	4 weeks	NHA IT
3b	Setting up APIs, establishing demo environment, dry run and dashboards,		Partner IT and NHA IT
4	POC Go Live with real time flow of data and auto adjudication of pre-auth/claims of selected procedures/schemes	12 weeks	Partner IT and NHA IT
5	Presentation on POC outcome and submission of detailed report on outcome on various parameters/components of auto adjudication, comparative analysis (POC outcome vs decision of PPD/CPD) key findings/challenges and recommendations. Decommissioning of VMs and data transfer	1 week	Partner(s)

POC Outcome

Metrics for measuring POC outcome

Sl. No.	Key parameter	Metrics	Outcome evidence
1.	Document intake and processing	Document classification, scan quality and readability check, Enhancing quality, Adequacy of documents check, Instant response/automated query to provider, Extraction of clinical and other data, Verification of beneficiary	
2.	Pre-auth/claim adjudication	Transactions processed, Transactions failed, Decision accuracy, Average response time, Summary sheet and critical data/notes capturing, ICD coding, Flag for fraud/suspicion, Mismatch flagging, Avg response time for document intake	
3.	MIS, Reports and Dashboards	Monitoring dashboards, Audit trail	
4.	Optimum Utilization of Infrastructure	Resources utilized such as GPU, storage	
5.	Open-source technology		