

राष्ट्रीय आदिवासी छात्र शिक्षा समिति

(जनजातीय कार्य मंत्रालय के अंतर्गत
एक स्वायत्त संस्थान, भारत सरकार)

भू-तल, गेट नंबर-3ए, जीवन तारा बिल्डिंग,
संसद मार्ग, नई दिल्ली-110001
दूर. 011-23340280



National Education Society for Tribal Students

(An Autonomous Organization under
Ministry of Tribal Affairs, Govt. of India)

Ground Floor, Gate No.3 A, Jeevan Tara Building,
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F. No. NESTS/Admin/Medical-Bill/76/2020-21

Date: 09.06.2025

To,

The Commissioner/Director/Member Secretary
All State/UT EMRS Societies

**Subject: Draft agreement of Memorandum of Understanding (MoU) to be
signed between State/UT EMRS Societies and Hospitals**

Please find enclosed the draft Memorandum of Understanding (MoU) to be signed between the State/UT EMRS Societies and hospitals in your respective state or city. You are requested to approach the identified hospital(s) within your jurisdiction and proceed with the execution of the MoU in accordance with the terms and conditions outlined in the document.

This MoU is intended to facilitate the provision of healthcare services to EMRS employees and their dependents.

This issues with the approval of Competent Authority.


(Anupam Sonalkar)
Joint Commissioner

Encl: Draft of MoU

DRAFT AGREEMENT OF MOU

This agreement is made at.....on.....day of2025 between the (State/UT EMRS Societies), having its registered office at

(hereinafter referred to as "State/UT EMRS Societies ") as party and represented by its _____ (Commissioner/Director/Member Secretary) State/UT EMRS Societies, the First Part which expression shall unless repugnant to the context mean and include its successors and assignees of the **FIRST PART:**

AND

.....(Hospital), having its Principal/ Head Office at..... (Hospital address), here in after referred to as 'Hospital' which expression shall unless it be repugnant to the context meaning thereof be deemed to mean and include its successors and assignees of the **SECOND PART:**

WHEREAS,

The State/UT EMRS Societies establishes, administer and manages Eklavya Model Residential Schools (EMRS) located across the state on behalf of National Educational Society for Tribal Students (NESTS) is desirous of formulating and extending medical benefits as a part of welfare measure to its employees and their dependents. The(hospital) engaged in providing medical facilities and expertise in the field of..... it proposes to provide medical, diagnostic and allied facilities to the EMRS employees (Serving) and their dependent family members.

Now this Agreement Witnesses as Follows:

1. Definitions

- a) **'Medical benefits'** – means the hospitalization relating to the ailments mentioned in the authorization letter issued by State/UT EMRS Societies/ EMRSs and providing treatment and any outdoor/day care treatment taken by the EMRS beneficiaries and their dependents.
- b) **'Members'** – employees and their dependents who are eligible for medical benefits in EMRS.
- c) **Medical ID Card.** This facility is extended only to serving/regular employee, their dependents.

d) 'Dependents' –

A. In case of Serving/regular employees mean the following:

- (i) Spouse (Husband or wife as the case may be), of the member; and
- (ii) Dependent Parents including step mother
- (iii) Parents/Parents in law of the government servant (as opted)
- (iv) Children including step children and adopted children and those taken as wards under the Guardians and Wards Act, 1890.
 - a. Son till he starts earning or attains the age of 25 years, whichever is earlier.
 - b. Child suffering from any permanent disability of any kind (physical or mental) irrespective of age limit.
 - c. Daughter till she starts earning or gets married, irrespective of the age limit, whichever is earlier.
 - d. Dependent divorced/abandoned or separated from their husband/widowed daughters and
- (v) Dependent unmarried/divorced/abandoned or separated from their husband or widowed sisters irrespective of age limit
- (vi) Minor brother(s) upto the age of becoming a major
OR
As amended under CGHS/CSMA Rules from time to time as the case may be.

2. OBJECTIVE

State/UT EMRS Societies has approached the provider Hospital to extend medical facilities and treatment to the employees of EMRS and their dependents. The provider hospital has agreed for the same on the terms and conditions hereinafter stipulated.

3. PERIOD

This Agreement shall be in force for a period of years w.e.f. _____ (date) or from _____ (date) to _____ (date). The Agreement may be renewed further on such terms and conditions as may be mutually agreed. However, it is made clear that the in case of any violation of this clause, State/UT EMRS Societies shall not in any case be responsible to settle such claims. In view of the technological advancement the hospital should have valid e-mail id on the date of entering into agreement as this email id will be used as official communication or otherwise for administrative convenience.

4. EXTENT OF COVERAGE

- i. For the 'out-patient treatment and in-patient treatment', EMRS employee shall take such treatment on the agreed rates/CGHS rates whichever is lower on cash basis.
- ii. The provider shall charge the agreed rates/CGHS rates for IPD and OPD treatment including diagnostics.
- iii. The Hospital will extend the services of their lab for diagnostic tests to all members on cash down basis on advice of Registered Medical Practitioner for OPD treatment/ purpose.
- iv. Authentication of the beneficiary members must be verified from the Medical I-Card/ and in case of non-compliance of the same hospital will be held responsible.
- v. The Hospital shall ensure that the benefits are made available to the member strictly as per terms of this Agreement and no benefit outside the terms of this Agreement shall be allowed without prior approval unless the same is essential for the recovery of members.

5. OBLIGATION OF THE PROVIDER

- i. The Provider Hospital shall ensure that all members are admitted and treated in the Institution/Hospital on priority basis. Priority basis in this context means making available to the member services like on-the- spot admission/treatment, beds on an urgent basis and the like.
- ii. The Provider Hospital shall ensure that best and timely medical treatment/medical facility is extended to the member(s) and provide best of services to them at all times.
- iii. It is mandatory for the Provider Hospital to maintain and adhere to the standards and quality of medical services as prescribed by Medical Council of India. The provider represents that it has all the prescribed standards and shall maintain the same throughout.
- iv. The hospital shall comply with the provisions of Law as applicable from time to time. In case, any mishap occurs to the member(s) due to the deficiency in service or medical negligence of the hospital in any manner whatsoever, the hospital shall be responsible and liable for making compensation to the affected persons/legal heirs, if so, directed by any Court/Consumer Court.

- v. State/UT EMRS Societies designated Officers will have the right to visit the Provider Hospital to check the quality, standards, review and discuss treatment provided to the members. During such visits and inquiries, the provider Hospital shall extend full co-operation to the State/UT EMRS Societies officials including access to the patients' medical and billing records and make available the information they request about the patient for the purposes of their investigation/ inspection.
- vi. The Provider Hospital shall also arrange to obtain medicines, injections, disposables as prescribed by the Doctors from authorized chemists, druggists.
- vii. The Hospital shall make available to the member(s) only in emergency cases, ambulance services on a priority basis for patients. The cost for ambulance services will be part of the IPD treatment.
- viii. The Provider shall keep the member(s) only for the required number of days of treatment and carry out only the required investigations.
- ix. The Hospital shall strictly adhere to the agreed 'Standard Operation Procedure' as defined under CGHS Guidelines modified from time to time/Agreed Terms and be bound by the same.
- x. The Provider Hospital shall equip itself with qualified and experienced Doctors, Medical and Para-medical Staff, Nurses, etc. and also all other infrastructure essential to maintain the desired quality and standard of treatment.
- xi. The provider hospital shall provide the day care treatment also the medical beneficiary of EMRS as per the terms and conditions agreed for the IPD treatment.
- xii. The provider hospital shall provide the medical services for dental treatment, physiotherapy, occupational therapy, Psychotherapy or any other therapy as required to the medical beneficiary of EMRS.
- xiii. The Provider Hospital shall not charge separate charges on account of Nursing, interest free security deposit, diet charges, Cooler/ Heater charges (including electricity charges).
- xiv. The provider shall not charge more than two consultations in a day to a patient from the attending specialist. However, in case of Multi-Super Speciality Hospital, additional visit(s) of a different specialty may be allowed.

- xv. The provider should not admit any patient as a matter of routine on the basis of reference received from any medical practitioner unless the Hospital is convinced that the patient actually requires admission and whatever initial tests are required before admission, the same should first be got done in OPD and patient should be admitted only wherever required.
- xvi. The drugs/ medicine supplied to the patient to be consumed after discharge will not be part of the package.
- xvii. In case the entitled accommodation is not available at the time of admission, the patient will be admitted to lower category of accommodation. But if patient is provided higher category accommodation at his/ her own request, the differential amount will be borne by the beneficiary and if accommodation is provided by the hospital in the event of non-availability of entitled accommodation, the differential amount will be borne by the hospital concerned.
- xviii. In case the Registration of your Hospital with the Health Department or NABH accreditation Certificate or NABL Accreditation Certificate for diagnostic services or Income Tax Exemption Certificate from the Department of Income Tax, Ministry of Finance, GOI under the section 17(2)(ii)b of Income Tax Act with Validity or furnished by you is revoked/ withdrawn at any point of time, the information should be furnished to State/UT EMRS Societies immediately as the empanelment of your hospital/ terms of payment have been agreed to base on the assumption that the said certificates are still in force. Any financial liability/Income Tax Liability that may arise on account of revocation/ invalidity of above said certificates shall accrue on the hospital and shall under no circumstances be borne by State/UT EMRS Societies.
- xix. The hospital at the time of renewal of empanelment would be required to submit the request along with copy of all requisite documents at least two months before the expiry of the empanelment period.

6. GENERAL

- (i) State/UT EMRS Societies shall not be responsible/ liable in any manner whatsoever on account of negligence on the part of provider Hospital or their doctors/ consultants while giving treatment to patient.
- (ii) Any deviation/ modification of this Agreement by the parties shall be affected with the written consent of both the parties. State/UT EMRS Societies reserves the right to make addition/deletion in agreement due to policy change or otherwise and same will be binding on the hospital except payment terms and conditions as stipulated in this agreement.

7. TERMINATION

- (i) The Agreement entered into can be terminated by State/UT EMRS Societies by giving 30 (thirty) days' notice without assigning any reason for which the hospital will have no claim for any compensation/damage whatsoever on this account from the State/UT EMRS Societies
- (ii) State/UT EMRS Societies will have the right to terminate this Agreement, if the provider Hospital violates any of the terms and conditions of the Agreement without any prejudice to any other rights that the State/UT EMRS Societies may have under the 'Law'. In case of termination, by State/UT EMRS Societies the Hospital shall ensure that all admitted patients undergoing treatment at the time of termination are treated completely and discharged.

8. PAYMENT OF SERVICES

- (i) For availing the facility of OPD/IPD treatment as per prevailing CGHS NABH rates, the payment shall be made directly by the employee (Serving) or the dependents of employees to the hospital.
- (ii) Medical advances wherever necessary in respect of serving employees and their dependent family members for indoor treatment will be released by State/UT EMRS Societies to the hospital as per norms of the Govt. of India.

9. NO COMMERCIAL PUBLICITY

- (i) The Hospital will not make any commercial publicity of its own projecting the services extended to State/UT EMRS Societies.
- (ii) However, the fact of empanelment under State/UT EMRS Societies may be displayed at the premises of the Hospital along with names of other such empanelled organizations, and the same also be incorporated in all digital documents to avoid issues at the time of billing (payment).

10. REMOVAL FROM THE LIST OF EMPANELLED HOSPITALS

In case of any violation of the provisions of this agreement by the hospital such as (a) refusal of service, (b) over billing, after the hospital/ has been empanelled, the State/UT EMRS Societies shall have the right to withdraw the empanelment of the hospitals as the case may be.

11. LAW GOVERNING THE AGREEMENT AND DISPUTE RESOLUTION:

The Agreement will be governed by the laws of India for the time being in force. Any dispute arising out of this contract will be settled in the Court of Law by competent jurisdiction. The Courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the Agreement.

In witness here of the Parties have executed this Agreement on the day and year written above.

AGREED AND ACCEPTED

For State/UT EMRS Societies

For the Hospital

(SIGNATURE)

(SIGNATURE)

WITNESSES;

WITNESSES;

1.

1.

2.

2.