

# NATIONAL LAW UNIVERSITY OF MEGHALAYA

## Medical Attendance and Treatment Regulations 2022

The Executive Council of the National Law University of Meghalaya here by makes the following regulations relating to medical attendance and treatment as applicable to the teaching and administrative staff of the University.

1. **Short Title:** These regulations may be called the National Law University of Meghalaya Medical Attendance and Treatment Regulations 2022.
2. **Application:** The scheme shall apply to
  - i. The regular employees of the University including those on probation,
  - ii. The employees who are serving in continuous contract, or on ad-hoc service in regular scale for a period of more than one year.
  - iii. Those on deputation from a Govt. department or an autonomous body or other public sector undertaking provided they opt to be governed by this scheme instead of by the rules in force in their own parent organizations,
  - iv. A retired person [(i) A person who has served continuously at least for 20 years on regular service in case of voluntary retirement (ii) 10 years in case of attaining age of superannuation prior to completing 20 years of service (iii) for 5 years in case of tenure appointment posts and is not availing medical facilities from any other sources (only one source) will be defined as retired employee of the University) and
  - v. The re-employed persons provided they are not eligible for medical benefits from their previous employer(s). This scheme shall, however, not apply to casual workers and consultants/advisors.
3. **Definitions:-**
  - i. “Authorised Medical Attendant (AMA)” means a qualified registered medical practitioner possessing recognised medical qualifications not below MBBS in the allopathic system or its equivalent in Homoeopathy or the Indian system of medicine including a specialist and appointed by the University as such.

- ii. “University” means the National Law University, Meghalaya established under the National Law University of Meghalaya Ordinance 2022.
- iii. “University employee” means an employee of the University to whom this scheme will apply.
- iv. “Competent authority” means the Vice-Chancellor or any subordinate authority to which the Vice-Chancellor may delegate a power, subject to any condition that may be specified in the delegation.
- v. ‘Family’ means employee’s –

a. Husband / Wife including more than one wife and also judicially separated wife.

b. Parents and Stepmother. In the case of adoption, only the adoptive and not the real parents. If the adoptive father has more than one wife, the first wife only. A female employee has a choice to include either her parents or her parents-in-law; option exercised can be changed only once during service.

c. Children including legally adopted children, stepchildren and children

S. No.	Ward	Eligibility
1.	Unmarried Son	Till he starts earning, or attains the age of 25 years, whichever is earlier
2.	Daughter	till she starts earning or gets married, whichever is earlier, irrespective of the age-limit
3.	Son suffering from any permanent disability of any kind (physical or mental)	No age-limit
4.	Widowed daughters and dependent divorced / separated daughters	Irrespective of age-limit
5.	Sisters including unmarried / divorced / abandoned or separated from husband / widowed sisters.	Irrespective of age-limit
6.	Minor Brothers	Up to the age of becoming a major

taken as wards subject to the following conditions:

Dependency – The income limit for dependency of the family members (other than spouse) is Rs. 3500/- plus the amount of Dearness Relief admissible on Rs. 3500/- on

the date of consideration of the claim. Parents residing with either the University employee or the rest of the family members in a station other than the employee's headquarters are eligible for reimbursement. All other definitions, conditions, clauses, procedure and treatments which are not covered under this scheme shall be governed as per the provisions contained in the Medical Attendance Rules of the Govt. of India.

4. Outdoor Treatment (Treatment as out patients)

A. Fixed medical allowance shall be admissible to all University employees and will be reviewed/revised on 1st January year on the basis of price index.

B. Reimbursement of outdoor treatment in specified cases shall be regulated in accordance with the CGHS regulations in force from time to time.

5. Indoor Treatment

A) Empanelment of hospitals:-

i. Hospitals may be empanelled for Cashless facilities and MoU may be signed accordingly with them.

ii. MoU may be signed with other willing hospitals which are empanelled with DGEHS/CGHS for providing indoor as well as outdoor service on CGHS/DGEHS rates but employee will pay for their medical bill to the empanelled hospital and may get reimbursement from the University as per medical rule.

iii. In respect of hospitals on the approved panel of CGHS/DGEHS (wherein MoU has not been signed due to any reason), reimbursement of medical expenses shall be allowed and restricted to treatment on CGHS/DGEHS rate.

6. Reimbursement of medical expenses in case of indoor treatment at private hospitals or nursing homes not on the panel of the University:

Reimbursement for treatment received by way of indoor treatment in private hospitals or nursing homes not on the panel of the University shall not be permissible except in case of genuine emergency—where the reimbursement is allowed as per Hospital rates as approved by Govt. of Meghalaya, with the approval of the Vice-Chancellor.

7. Facility of joint declaration where both the spouses are in the employment of Govt. /Govt. undertakings:

Where both the spouse are in the employment of central government or state government or corporation or autonomous bodies or any other organisation which provide medical facilities/allow medical reimbursement of medical expenses, they shall submit declaration for claiming such benefits from the office of either spouse at the initial stage. However, this declaration can be changed with the prior approval of the competent authority.

8. Standing committee:

The Vice-Chancellor shall constitute a standing committee. The committee shall review the medical scheme periodically. The committee shall suggest improvement in the scheme including empanelment of hospitals from time to time and also other related matters including redressal of the grievances of the staff, if any, in connection with the scheme. The Vice-Chancellor on the advice of the standing committee shall also have the power to relax the provisions of this scheme in individual cases of hardship for reasons to be recorded in writing.

# MOU FOR CASHLESS HOSPITALS AGREEMENT

This agreement entered into at New Meghalaya on \_\_\_\_\_(‘Agreement’) between National Law University, Meghalaya , represented by the Registrar and hereinafter referred to as ‘University’ and / or ‘NLUM’, which expression shall, unless repugnant to the context thereof, mean and include its successors and assignees of the ONE PART and

\_\_\_\_\_, having its premises at \_\_\_\_\_, hereinafter referred to as ‘Provider Hospital’ and / or ‘Hospital’ which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignees of the OTHER PART.

WHEREAS, The University has been established by Government of Meghalaya under the provisions of National Law University of Meghalaya Ordinance 2022 to evolve and impart comprehensive legal education/research and other objects specified in the Act;

AND WHEREAS, The University is desirous of formulating and extending a suitable package of medical benefits as part of welfare measure to its Teaching / Administrative Staff, their dependent(s) and their spouse;

AND WHEREAS, the Hospital is engaged in providing medical facilities and has expertise in the said field. The University has approached the Hospital to extend medical facilities and treatment to the Member(s) (as defined in this Agreement) and the Hospital has agreed for the same on the terms and conditions mutually agreed to between the parties and set forth in this Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSTH THAT -

## 1. Definitions

- a. “Medical Benefits” – Means the reimbursement of hospitalization expenses admissible to the eligible employees and their dependents on production of Identity Card or any specific Card issued by the University. In case where Identity Card has not been issued, authorization letter will replace the Identity Card.
- b. “Members” – Employees of the University along with their dependents who are eligible for the Medical Benefits.

- c. “Dependents” – In case of a serving employee means: (i) the spouse of such employee, (ii) legitimate and unmarried / unemployed sons and / or daughters (upto 25 years of age); (iii) step sons / daughters (upto 25 years) who are residing with the University employee and are wholly dependent on the University employee; (iv) married daughters who have been divorced, abandoned or separated from their husbands and are residing with and are wholly dependent on the University employee, (v) father / mother / step father / step mother residing with and wholly dependent on the University employee, (vi) unmarried minor brother as well as unmarried, divorced, abandoned / separated from their husbands or widowed sisters residing with and wholly dependent on the employee, provided their parents are either not alive or are themselves wholly dependent on the University employees; (vii) parents and / or parents-in-law of female employees of the University, provided however that a formal declaration by the female employee will be required for availing the benefit.
- d. “Entitlement” refers to the room charges along with the service tax, if any, which an employee is entitled to avail in case of hospitalization. As per prevailing norms on salary structure, the following entitlements are approved by the University:

General Ward: Pay drawn in Pay Band upto Rs.13,950/-.

Semi-Pvt. Ward: Pay drawn in Pay Band Rs.13,960/- to Rs.19,530/-

Private Ward: Pay drawn in Pay Band Rs.19,540/- and above.

If the Member(s) on their own opt for a higher category than what he / she is entitled, the excess cost will be the responsibility of the Member(s), for which the member(s) will have to make prior arrangement with the Provider Hospital. The University’s commitment will be restricted to the actual entitlement only.

## 2. PERIOD

This Agreement shall be in force initially for a period of one year and may be renewed further from time to time on such terms and conditions as may be mutually agreed.

## 3. EXTENT OF COVERAGE

i) The Provider Hospital shall extend only in-patient hospitalization to the Members under this Agreement and claims will be settled directly by the University under ‘Direct Payment System’. For the ‘Out- Patient treatment’, the University employee shall take such treatment on the agreed rates on cash basis and the University shall

not be responsible for any such medical expenditure on this account under 'Direct Payment System'.

ii) The Provider Hospital will extend services as per the rates prescribed in the Central Government Health Scheme (hereinafter referred as 'CGHS') for both IPD & OPD treatment.

iii) If the Provider Hospital normally charges rates for various procedures which are lower than the rates given by CGHS, the reimbursement would be at the actual rates charged by the Provider Hospital.

iv) The Provider Hospital shall ensure that each time a Member avails service envisaged in this Agreement, the expenses are regulated strictly with reference to the eligibility and monetary limits fixed with reference to the entitlements status of such Member.

v) The Provider Hospital shall ensure that the benefits are made available to the Member(s) strictly as per terms of this Agreement and no benefits outside the terms of this agreement shall be allowed without prior approval, unless the same is essential for the recovery of member(s).

vi) The University shall not be liable to make any payment on account of claims which are in the opinion of the University fraudulent or are a result of fabricated claims.

#### 4. OBLIGATIONS OF PROVIDER

- i) The Provider Hospital shall ensure that all members are admitted and treated in the Provider 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. In case there is no accommodation available either in the ward or in the operation theatre or the patient requires specialized treatment which is not available in the Hospital, the Provider Hospital shall make all attempts through its good offices to accommodate and admit the members to other University empanelled / Super-Specialty Hospital(s), subject to concurrence

from the concerned Members and an intimation as to the cross reference shall be made to the University within 24 hours of such referral.

- 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 Hospital represents that it has all the prescribed standards and shall maintain the same for the Member(s).
- iv) The University's Medical Officer / designated Officer(s) shall 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 University officials including access to the member(s) medical and billing records and make available the information they request about the patient for the purposes of their investigation / inspection.
- v) The Provider Hospital shall also arrange to obtain medicines, injections, disposable syringes etc. as prescribed by the doctors from an authorized chemist(s), druggist(s).
- vi) The Provider Hospital shall make available to the Member(s), only in emergency cases, ambulance services on a priority basis for patients within the city/town limits, the cost of which will be part of the package.
- vii) The Provider Hospital shall keep the Member(s) in the Hospital only for the required number of days of treatment and carry out only the required investigations. The University has the discretion to reject bills containing any item, which as per the University was unwarranted on the part of the Provider Hospital.



- viii) The Provider Hospital agrees not take to any cash deposit or any deposit of any kind or advance from Member(s) who is / are to be given treatment by the Provider Hospital and shall strictly adhere to the understanding.
- ix) The Provider Hospital shall strictly adhere to the agreed 'Operation Procedure' contained in the terms and conditions specified by CGHS 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 for the Member(s).
- xi) The Provider Hospital shall not create separate charges on account of nursing, interest or interest free security deposit, diet charges, air conditioner/ cooler/ heater charges (including electricity charges) which in the opinion of University are included in the package.
- xii) The Provider Hospital shall admit the patients only on production of a valid identity card with photograph of the Member(s), issued by the University. The Provider Hospital shall not demand any advance from the Member(s) and shall provide credit facilities to the concerned patient.
- xiii) The Provider Hospital shall not charge more than two consultations in a day to a Member(s) from the attending specialist.
- xiv) Before the final discharge of the Member(s), the discharge summary certificate documents and necessary bill shall be authenticated by the Member's signature.
- xv) The drugs/ medicine supplied to the Member (s) to be consumed after discharge will not be part of the package.
- xvi) In case the eligible accommodation is not available at the time of admission, the Member (s) will be admitted to lower category of accommodation. But, if the Member (s) is provided higher category accommodation at his / her own request the differential amount will

be borne by the Member(s) and if accommodation is provided by the Provider Hospital in the event of non-availability of entitled accommodation, the differential amount will be borne by the Provider Hospital. As soon as the entitled accommodation is made available, the Member(s) should be shifted to the category of accommodation he/she is originally entitled to.

- xvii) The Provider Hospital will send all bills pertaining to the Members(s) to the University, for payment.

## 5. OBLIGATIONS OF THE NATIONAL LAW UNIVERSITY OF MEGHALAYA.

The University shall ensure settlements of all bills raised by the Provider Hospital for indoor treatment within 45 days after the submission of the bills to the University; Provided however that no query on the bills or claim has been raised by the University. The University shall have no obligation as far as the payment of services availed by the Member(s) for outdoor treatment is concerned, instead the Member(S) shall be liable to make payment directly to the Provider Hospital in this behalf.

## 6. GENERAL

i) The University 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 the Member (s). ii) Any deviation/ modification of this Agreement by the parties hereto shall be effected with the written consent of both the parties. iii) In case of any doubts about the facilities entitlements etc. for the member(s) under this agreement, such cases shall be dealt under the provisions of CS (MA) Rules of the Government of India, amended from time to time.

## 7. TERMINATION

The Agreement can be terminated by either party by giving 30 (thirty) days' prior notice without assigning any reason. Neither party shall have any claim for any compensation or damages or otherwise on this account from the other party. The University may terminate this Agreement, if the Provider Hospital violates any of the terms and conditions of the Agreement. In case of such termination of this Agreement however, the Provider Hospital shall ensure that all admitted member(s) undergoing treatment at the time of termination are treated completely and discharged.

## 8. DISPUTE RESOLUTION

The agreed rates and terms of the package are rates notified by CGHS from time to time and these will be part and parcel of this Agreement. In case of any dispute over the bills raised by the Provider Hospital, the issue will be referred to a three (3) member “Redress Committee” each representing the Registrar, Branch Officer of Accounts and the Hospital Authority. The decision of the Committee will be binding on the Provider Hospital and the University. In case of disputes unresolved through the “Redress Committee”, the Courts at Meghalaya alone will have the jurisdiction to adjudicate the dispute. In witness whereof the parties hereto have signed this on the day, month and year first hereinabove written in the presence of:

National Law University, Meghalaya      Provider Hospital

Witnesses:      Witnesses:

1.      1.

2.      2.

### **MOU FOR NON-CASHLESS HOSPITALS AGREEMENT**

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AND WHEREAS, The University is desirous of formulating and extending a suitable package of medical benefits as part of welfare measure to its Teaching /

Non-Teaching employees, their dependent(s) and their spouse; AND WHEREAS, the Hospital is engaged in providing medical facilities and has expertise in the said field. The University has approached the Hospital to extend medical facilities and treatment to the Member(s) (as defined in this Agreement) and the Hospital has agreed for the same on the terms and conditions mutually agreed to between the parties and set forth in this Agreement. NOW THEREFORE, THIS AGREEMENT WITNESSTH THAT-

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alive or are themselves wholly dependent on the University employees; (vii) parents and / or parents-in-law of female employees of the University, provided however that a formal declaration by the female employee will be required for availing the benefit.

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ensure that the benefits are made available to the Member(s) strictly as per terms of this Agreement and no benefits outside the terms of this agreement shall be allowed without prior approval, unless the same is essential for the recovery of member(s). (v) All the charges on account of availing indoor / outdoor treatment at Provider Hospital shall be borne by the employee and shall directly be paid by the employee. However, Provider Hospital shall verify all such claims on prescribed format of University. The University shall not be liable to make any payment on account of such claims from the Provider Hospital.

#### 4. OBLIGATIONS OF PROVIDER

(i) The Provider Hospital shall ensure that all members are admitted and treated in the Provider 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. In case there is no accommodation available either in the ward or in the operation theatre or the patient requires specialized treatment which is not available in the Hospital, the Provider Hospital shall make all attempts through its good offices to accommodate and admit the members to other University empanelled/Super-Specialty Hospital(s), subject to concurrence from the concerned Members and an intimation as to the cross reference shall be made to the University within 24 hours of such referral. (ii) The Provider Hospital shall ensure that best and timely medical treatment / medical facility is extended to the Member(s) and provides 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 Hospital represents that it has all the prescribed standards and shall maintain the same for the Member(s). (iv) The University's Medical Officer / designated Officer(s) shall 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 University officials including access to the Member(s) medical and billing records and make available the information they request about the patient for

the purposes of their investigation / inspection. (v) The Provider Hospital shall also arrange to obtain medicines, injections, disposable syringes etc. as prescribed by the doctors from an authorized chemist(s), druggist(s). (vi) The Provider Hospital shall make available to the Member(s), only in emergency cases, ambulance services on a priority basis for patients within the city/town limits, the cost of which will be part of the package. (vii) The Provider Hospital shall keep the Member(s) in the Hospital only for the required numbers of days of treatment and carry out only the required investigations. The University has the discretion to reject bills containing any item, which as per the University was unwarranted on the part of the Provider Hospital.

- viii. The Provider Hospital shall strictly adhere to the agreed 'Operation Procedure' contained in the terms and conditions specified by CGHS and be bound by the same.
- ix. 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 for the Member(s). (x) The Provider Hospital shall not create separate charges on account of nursing, interest or

interest free security deposit, diet charges, air conditioner/ cooler/ heater charges (including electricity charges) which in the opinion of University are included in the package. (xi) The Provider Hospital shall admit the patients only on production of a valid identity card with photograph of the Member(s), issued by the University. (xii) The Provider Hospital shall not charge more than two consultations in a day to a Member(s) from the attending specialist. (xiii) The drugs/ medicine supplied to the Member (s) to be consumed after discharge will not be part of the package. (xiv) In case the eligible accommodation is not available at the time of admission, the Member (s) will be admitted to lower category of accommodation. But, if the Member (s) is provided higher category accommodation at his / her own request the differential amount will be borne by the Member(s).

## 5. GENERAL

i. The University 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 the Member (s). (ii) Any deviation/ modification of this

Agreement by the parties hereto shall be effected with the written consent of both the parties. (iii) In case of any doubts about the facilities entitlements etc. for the member(s) under this agreement, such cases shall be dealt under the provisions of CS (MA) Rules of the Government of India, amended from time to time.

## 6. TERMINATION

The Agreement can be terminated by either party by giving 30 (thirty) days' prior notice without assigning any reason. Neither party shall have any claim for any compensation or damages or otherwise on this account from the other party. The University may terminate this Agreement, if the Provider Hospital violates any of the terms and conditions of the Agreement. In case of such termination of this Agreement however, the Provider Hospital shall ensure that all admitted member(s) undergoing treatment at the time of termination are treated completely and discharged.

## 7. DISPUTE RESOLUTION

The agreed rates and terms of the package are rates notified by CGHS from time to time and these will be part and parcel of this Agreement. In case of disputes, the Courts at Meghalaya alone will have the jurisdiction to adjudicate the dispute. In witness whereof the parties hereto have signed this on the day, month and year first hereinabove written in the presence of:

National Law University, Meghalaya: Provider

Hospital Witnesses: Witnesses:

1. 1.

2. 2.