

## **MEMORANDUM OF UNDERSTANDING (MOU)/ AGREEMENT**

This DEED OF AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_., BETWEEN THE STATE HEALTH SOCIETY **Uttar Pradesh** operating through its designated nodal agency State Innovations in Family Planning Services Project Agency (SIFPSA) ( herein after referred as ' FIRST PARTY ') AND

**Marie Stopes India**

(PRIVATE HOSPITAL, herein after referred as 'SECOND PARTY')

AND

JANSANKHYA STHIRTA KOSH , an autonomous body established and running under the Ministry of Health and Family Welfare, Govt. of India, having its registered office: Room No. 283, 1st Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi-110066 ( herein after known as 'THIRD PARTY')

WHEREAS, JANSANKHYA STHIRTA KOSH, the Third Party has launched a scheme, widely known as "Santushti Strategy "in the year 2008 for providing Tubectomy/Vasectomy) facilities to the needy and interested party through Public Private Partnership basis and this Tri-Party Agreement is being prepared and signed between the parties for achieving desired objectives, i. e. Delivering Family Planning (Tubectomy/Vasectomy/IUCD) Services, through the Second Party, i. e. Private Nursing Homes//NGOs/Private Hospital.

WHEREAS, this Agreement embodies the entire agreement/MOU between the parties. The parties shall not be bound or obligated by any statement, representation, promise, inducement or understanding of any nature not set forth in the agreement. No changes of any terms and conditions of the agreement shall be valid unless reduced to writing and signed by all the parties.

WHEREAS, inspection or no-inspection, witnessing or non-witnessing, approval or non-approval by the Third Party or its representatives of any items/works required to be done by the Second Party shall not be construed as acceptance by the Third Party, nor shall be deemed free from defects/deficiencies, nor act as a waiver of the Second Party's obligation to comply with the requirements of the agreement.

NOW THIS TRI-PARTY AGREEMENT WITNESSES AS UNDER:

- 1.The Second party shall not assign any part of the works under the agreement to any other party (External Party) without prior written consent from the Third Party.
2. The Second Party shall be providing Family Planning Services (Tubectomy/Vasectomy/IUCD) to the eligible / service seeking couples; on demand, in terms of the guidelines of the Ministry of Health & Family Welfare, Govt. of India.
3. The Second Party undertakes and ensures that Quality services by the well qualified and experienced empanelled medical professionals shall be provided to the beneficiaries as per the rates (payable to the second party) as prescribed below.

For Institutional Services (At Second Party's Nursing Home/Hospital).

#### **Reimbursement from JSK:-**

<b>Type of service</b>	<b>Type of facility</b>	<b>Provider</b>	<b>Compensation to the Motivator (Rs.)</b>	<b>Wage compensation to the beneficiaries (Rs.)</b>	<b>Total (Rs.)</b>
Tubectomy	Private	500/-	NIL	600/-	1100/-*
Vasectomy	Private	500/-	NIL	1100/-	1600/-*
IUCD**	Private	300/-	100/-	NIL	400/-

\*This amount will be provided over and above the NHM fund, as top-up.

\*\*Currently applicable for 7 districts of Uttar Pradesh namely Farrukhabad, Bijnour, Gorakhpur, Barabanki, Aligarh, Badaun and Bareilly.

4. The Second Party will execute an undertaking in favour of the Third Party that it will not be charging any fees/expenses from the beneficiary for the services (sterilization and IUCD) rendered to the beneficiary under this agreement.
5. The beneficiary will be free to choose between Government Hospital and Second Party's Nursing Home. If the Beneficiary chooses the Second Party's facility, for the aforesaid services, then the beneficiary will be entitled to get compensation for sterilization services (according to clause 3) in terms of money, other than the sterilization and IUCD services free of cost. The beneficiary approaching any facility/ institution on his/her own motivation shall be entitled to earn the amount, earmarked for the motivator.
6. The Second party will be entitled for the package per Sterilization (M/F) as indicated in the table above.
7. The Maximum age of the target beneficiaries should be above 22 years and below 49 years for female and below 60 years for male. It will be the sole responsibility of the Second Party and any deviation from the above stated yardstick shall be construed to be gross violation of the terms and condition of the agreement by the Second Party.
8. The Second Party will be authorized to issue sterilization certificate to the beneficiary and the same will be treated valid for issuing Green Card if applicable in the respective state.
9. The Second Party shall maintain a separate register for the services rendered to the clients/ beneficiaries, in prescribed format, separate cash book (double entry accounting system) and ledger books for the funds received from the First Party & Third Party.
10. The Second Party shall report about the services rendered to the beneficiaries, by the 7th of each English calendar month, in the prescribed format to the First Party & Third Party.
11. The Second Party would be given an advance of Rs. 15,000/- initially, to start rendering the above mentioned services, subject to the condition that the second party shall execute Bank Guarantee of equal amount in favour of the Third Party, from a nationalized Bank. Next installments would be released to the facility by the First Party & Third Party, only after submission of the utilization certificate, in respect of the funds received earlier, by the Second Party, in prescribed format.
12. The Second party shall acknowledge and ensure that the amount of advance received (initially or thereafter) is utilized for the purpose, which it is meant for, within as short a time slot as possible and in any case, within a month. In case, for reasons, not under the control of the Second Party; the advance amount (in full or a part thereof), remains unutilized, the concerned establishment will have to report the reasons for such non-utilization to the First party & Third Party and either ask for some more time to utilize the amount or refund the amount lying unutilized to the First Party or Third Party. On return of the unutilized fund by the second party, First Party & Third Party shall return Bank Guarantee executed by the Second party. The total period during which the first installment of advance must be utilized, should not exceed 90 days from the date of receiving the advance from the office of the respective State Health Society (JSK-SANTUSHTI A/C).

13. If the private accredited facility undertakes to perform a minimum of 10 cases of sterilization operations (both Male and Female) in a month, the Third Party (JSK) through the online web portal managed by First Party would pay Rs.500/- (Rupees five hundred only) extra for each case apart from money received from NHM once 10 or more cases are performed in a month which would be treated as compensation for Organizational activities including publicity of the service and for getting empanelled surgeons from another facility to undertake the work. Besides this, wage compensation to the beneficiaries will also be given as described in clause 3. The total amount would be paid on receipt of the proof of the facility having completed 10 or more cases in a month on Hausala Sajhedhari web portal, duly certified by the First Party as per the verification process defined under Hausala Sajheedari Web portal and payment shall be released by the Third Party through the First Party.
14. The Second party shall ensure of having necessary arrangements to handle cases referred by the First Party as and when such referrals are made.
15. The Second party must have all necessary equipments/support facilities/duly certified technical staff; to perform sterilization operations, in accordance with the prescribed guidelines / protocols, approved and widely circulated by the Ministry of Health and Family Welfare, Govt. of India.
16. If any complication arises during or after the sterilization/IUCD procedure undertaken by the Second party on any beneficiary or any legal dispute is contemplated by the aggrieved beneficiary related to sterilization or post-operative treatment, it would be the sole responsibility of the Second Party to deal with the same without putting any extra/Additional monetary or other burden upon the First Party or the Third Party. However, the First party will take the responsibility pertaining to monetary compensation to the beneficiary for sterilization services, as per the norms of Govt. of India through its Family Planning Indemnity Scheme
17. The First Party and Third Party will have full rights to inspect the facility run by the Second party (through State / Divisional / District. level Officials) as and when required and instructions given during inspection by the First party and/orThird Party shall be absolutely binding upon the Second Party. The Second Party shall be bound to give access to the representatives of the First Party and/orThird Party at all reasonable times to inspect check and verify facilities, quality of materials and qualifications of the staffs employed or engaged by the Second Party for execution and performance of the works under this agreement.
18. If at any stage, it is found that the second party is not rendering quality services as promised/ensured in terms of this agreement, then the First Party or Third Party will have full rights to terminate the agreement after giving 7 days notice to the second party. The second party, in this case, will have to return the unspent balance available with the facility, within seven days from the day of cancellation of the agreement. In case of failure in refunding unspent money /fund by the Second Party to the First Party/Third Party within the stipulated period of 7 days from the cancellation of this agreement, First Party/Third Party shall be at liberty to invoke Bank Guarantee furnished by the Second Party in favor of the First Party/Third Party.
19. If, at any stage it is found that the services rendered by the Second Party are not qualitatively appropriate or not as per the Guidelines / Protocol (Standard for Female & Male Sterilization Services; MoHFW) then the First Party or Third Party will have the right to withhold part of the payment in specific cases.
20. Termination of agreement could be done by either side after giving one-month advance notice disclosing reason and intention therein (excluding conditions mentioned in clause 15).

21. The term of contract shall remain in force for the period of two years from the date of signing of agreement unless extended mutually by the parties in writing.

22. The First Party/Third Party shall have full rights to modify the terms of this agreement at any time during the period for agreement with prior consultation with the Second Party. In case, the second party is aggrieved by the decision of First Party /Third Party, the Second Party may file an appeal before the Director General Family Welfare, Directorate of Family Welfare of the concerned state and decision of Director General Family Welfare; of the state will be final & binding on all the parties.

In WITNESS WHERE OF both FIRST PARTY AND SECOND PARTY have signed this agreement on the date month and year and place as mentioned here under.

On Behalf of

On Behalf of

On Behalf of

First Party

Second Party

Third Party

Representative, State Health Society

In charge/ Director  
Private Health Institution  
Authorized signatory

Witnesses

1. Name/ Address/ Signature

2. Name/ Address/ Signature