

Memorandum of Understanding

Between

DISTRICT HEALTH SOCIETY,

And

.....

For

Family Planning services

By

.....

.....

This Memorandum of Understanding (MOU) is made on this ----- day of -----, 20..... at, Bihar State

Between

District Health Society Represented by , herein referred to as "First Party".

And

..... herein referred to as "Second Party".

WHEREAS District Health Society, and have agreed that the second party will conduct family planning services like Tubectomy and Vasectomy with his/her qualified team and equipment at public premises at,Bihar.

WHEREAS both the parties appreciate the need to strengthen the services delivered to the patients coming to these hospitals by strengthening the functioning and enhancing the reach of the services to the residents.

NOW THEREFORE, the First Party, District Health Society,..... and the second party have joined together to record their intentions through this MoU on terms as set out herein below:

1 Introduction

With the advent of FP 2020 and to attain desired Total Fertility Rate (TFR), Bihar requires to serve new users for family planning methods by the year 2020,it has become important to give impetus to the efforts to involve large number of health care providers for greater reach and coverage of the population for family planning services. It is imperative to motivate and increase the number of male and female sterilization hence involvement of all possible measures is being taken up and remotest of areas are deemed to be covered under the program through the Public Private Partnerships.

2 Aims and Objective:

2.1 The Objective of the MoU is to define the conditions for male and female sterilizations to be conducted by the private party at public premises

2.2 It also lays down the responsibilities of parties involved for successful implementation of the program

3. Obligations of the Second Party:

- 3.1 Reach the facility in time and review preparedness of the facility and ensure readiness as per GoI norms.
- 3.2 Perform pre-screening of patients to determine their suitability
- 3.3 Inform and counsel each client on the services being delivered
- 3.4 Ensuring consent of the client
- 3.5 Ensure filling up proper client record in the format with photograph of the client.
- 3.6 Provide certificate and instruction card to the beneficiaries
- 3.7 Perform post-operative examination of patients and document their condition
- 3.8 Complete necessary documentation at the facility as required by Medical Officer In charge (MOIC) and District Health Society (DHS).
- 3.9 Submit service invoice to the DHS and concerned officials in timely manner
- 3.10 Coordinate with DHS and facility as necessary regarding camps/services provided
- 3.11 The Private provider will depute the doctor and medical support staff for post-operative care till the beneficiary is discharged.

4. Obligations of the First Party:

- 4.1 Ensure preparedness of the facility when necessary as per GoI guidelines.
- 4.2 Mobilize client at the facility
- 4.3 Ensure availability of patient transportation in case of referral
- 4.4 Ensure patients are informed and counselled on the services being delivered
- 4.5 Arrange for post-operative care and stay for the patient
- 4.6 Arrange additional logistics as required for smooth functioning if activities including arrangement of extra mattresses, drinking water, antibiotics, etc.
- 4.7 Ensure incentives are paid to the beneficiaries, motivators and private service providers as applicable
- 4.8 The payment will be done by MOIC to both beneficiaries, motivators and private service provider after the discharge of all the beneficiaries, on the very day of discharge.

5. Claims for deaths/ complications/ failure of sterilization will be covered under Family Planning Indemnity Scheme (FPIS) of Government of India¹.

6. Time frame for completion of work:

The total time-frame for this partnership will be 2 years /existence of NHM and may be renewed at the end of 2 years based on the performance report

7. Terms of Payment

- 7.1 (a) The Second party will report for all the sterilization done for the fixed day services (FDS) the same day
- (b) The First party will release 100% of the total amount after the successful discharge of the beneficiary. On the same day to the second party.
- (c) 3 copies of the invoice will be made to MOIC to verify and sign. 1 set of the same will be provided to private practitioner, second copy to DHS and third copy will remain with MOIC.
- 7.2 All the payments will be made in the form of RTGS/ Cheque with the name of Second Party.
- 7.3 The Second Party will have to provide the name of the bank and account details at the time of signing of MoU, so that transactions could be made at the earliest.

8. Duration, and Term

- 8.1 Duration of the MoU will be of 2 years/existence of NHM from the date of signing of the MoU.
- 8.2 The First Party will assess the work of the Second Party periodically.
- 8.3 At the end of the agreement period, the partnership may be renewed if the need be based on performance and the assessment by the District Quality Assurance Committee (DQAC).

¹ Empanelled – As per The Hon'ble Supreme Court of India in its Order dated 1.3.2005 in Civil Writ Petition No. 209/2003, doctors providing sterilization services must be accredited under the District Health Authority/ Society to provide sterilization services. Once empanelled, the doctor is insured under the Family Planning Indemnity Scheme (FPIS) under which the doctor "shall stand indemnified against the claims arising out of failure of sterilization, death or medical complication resulting there from upto a maximum amount of Rs. 2 lakh per doctor/health facility per case, maximum upto 4 cases per year." (Page 5, Manual for Family Planning Indemnity Scheme, October 2013, Ministry of Health and Family Welfare). (More details – Manual for FP Indemnity Scheme October 2013)

9. Force Majeure

Any of the parties to the MoU as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this MoU to the extent that such performance is impeded by an event of Force Majeure.

10. Modifications in the MoU/ Arbitration

During the currency of this MoU, if circumstances arise which call for amendment by way of addition, deletion or other modification to this MoU, the same shall be made by the parties hereto with consensus. However, no amendment or change hereto shall be effective between the parties unless in writing and signed by them.

11. Dispute Settlement

In the event where both the parties are unable to come to an agreed solution or in the event of any disputes or difference arising between parties hereto out of or in relation to or in connection with this MoU or as to the interpretation thereto either during the subsistence or this MoU or any time thereafter, the matter shall be referred to the District Magistrate of the concerned district for arbitration and the decision shall be final for both the parties.

12. Applicable Laws/jurisdiction

12.1 This MoU shall be governed by and construed in accordance with the laws, regulation and policies of India.

12.2 In case of failure of settlement of dispute between the parties, the same shall be in accordance with law within the Jurisdiction of Patna only.

13. Termination Clause

Each Party shall have the right to terminate the MoU by giving 'one (1) month' written notice to the other Party at any time with sufficient reason. If the Memorandum of Understanding is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

The District Health Society may terminate the MoU at any point of time where there is breach in the Agreement on one or all of the following circumstances:-

13.1 If the Second Party, fails to start providing services within a stipulated time of 1 month from the date of signing of MoU or for any non-compliance of the obligation under the

agreement or for any other reason / Government instructions before completion of the scheme / period of the agreement.

14. Penalty Clause:

If Second party fails to perform the services within the timeframe prescribe in the terms of reference, District Health Society may deduct from the contract price and amount equivalent to getting the work completed from market sources

15. Blacklisting

Any deviation in the agreed specification/condition under this MoU will lead to imposition of penal clauses/blacklisting and / or debaring of the second party whatever it may be for a period of 3 years from the future partnerships with the State Health Society, Bihar.

16. Miscellaneous

16.1 Both the parties shall keep confidential, and shall not use for any other purpose, each other's information save and except such as is required by the law to be disclosed/divulged. Out of this project the data generated, study conducted or any research done will be the property of the Government and the Second Party will have to take necessary legal permission to use any such data.

16.2 MoU does not affect each parties ability to work with other parties.

16.3 Any notices, approval, consent and/ or notifications requires or permitted to be given hereunder shall be in writing, in English/Hindi and shall be personally delivered or sent by registered speed post with postage fully paid, transmitted through fax to the address specified below or such other addresses notified from time to time by each party I writing and in the manner herein before provide.

16.4 Each of the parties agrees to execute & deliver all such further instruments and to do and perform all such further acts, things as shall be necessary and required to carry out the provisions of this MoU and to commensurate the transactions contemplated hereby.

It is hereby agreed that the parties hereto shall perform their respective aforementioned obligations during the period from the date of commencement of the MoU till the completion of the said project / end of the project or till the tenure of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and place herein above mentioned through their authorized representatives.

Date :

Place :

For the District Health Society, (first Party)	For (Second Party)
Witness	
For the DHS (First Party)	For the Partner (Second Party)