

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN DISTRICT HEALTH SOCIETY/ OFFICE OF THE CMHO, DISTRICT \_\_\_\_\_ AND**



\_\_\_\_\_  
**(Private Hospital)**

Bi- Lateral Agreement for Private/NGO Hospital for Delivering Family Planning (LTT/NSV) Services.

**This DEED OF AGREEMENT is made on this -----day of -----**

**2009 between \_\_\_\_\_**

**(Hereinafter called the first party)**

**and \_\_\_\_\_**

**(Private Nursing Home/Hospital)**

**(Here in after called the second party).**

- 1. The Second Party shall be providing Family Planning Services (LTT/NSV) to the eligible / service seeking couples; on demand.**
- 2. Quality services as mentioned above shall be provided as per the rates (payable to the second party) as prescribed below.**

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

**i)**

Procedure	Facility	Motivator	Total
Vasectomy (All)	1300	200	1500
Tubectomy (All)	1350	150	1500

**ii)** Second Party will give an undertaking to the First party that it will not charge the beneficiary for the services (sterilization) rendered.

**iii)** 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 not be entitled to get compensation money but will get the sterilization services free of cost. The beneficiary approaching any facility/ institution on self motivation shall be entitled to earn the amount, earmarked for the motivator.

**3.** Second party will be entitled for Rs. 1500/- per Sterilization (M/F) as indicated in the table above. During the sterilization camps, if the Anesthetist is not available and the Surgeon engaged by the Second party administers anesthesia then, the amount earmarked for the Anesthetist, will be given to the Surgeon.

**4.** The Maximum age of the target beneficiaries (M/F) ought to be below 45. The responsibility of the same will be of the Second Party.

**5.** Second Party will be authorized to issue sterilization certificate to the beneficiary and the same will be treated valid for issuing Green Card.

**6.** The Second Party shall maintain a separate register for the services rendered to the clients, in prescribed format, separate cash book (double entry accounting system) and ledger books for the funds received from the first party.

**7.** The Second Party shall report about the services rendered to the beneficiaries, by the 7<sup>th</sup> of every month, in the prescribed format.

**8.** The First Party would be given an advance of Rs. 15,000/- initially, to start rendering the above mentioned services. Next installments of even amount would be released to the facility by the First party, only after submission of the utilization certificate, in respect of the funds received earlier, by the Second party; in prescribed format. (Copy attached).

**9.** The Second party shall 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 facility; the advance amount (in full or a part thereof), remains unutilized with the facility, the concerned establishment, will have to report the reasons for such non-utilization to the First party and either ask for some more time to utilize the amount or refund the amount lying unutilized to the First 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 CMHO (JSK-SANTUSHTI A/C).

**10.** If the private accredited facility with Indoor beds more than 30, undertakes to perform a minimum of 30 cases of sterilization operations (both Male and Female) on a pre-notified date, on camp mode, JSK would pay Rs.500/- (Rupees five hundred only) extra for each case once 30 or more cases are performed on a single day 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. The total amount @ Rs.2,000/- would be paid on receipt of the proof

of the facility having completed 30 or more cases on a single day, duly certified by the CMHO. The cheque will be issued in the name of the CMHO by JSK.

**11.** The Second party shall have necessary arrangements to handle cases referred by CMHO /Civil Surgeon/ Medical Officers of CHCs & PHCs of the district as and when such referrals are made.

**12.** 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 MOHFW,GOI.

**13** If any complication arises during or after the sterilization 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 responsibility of the second party. However, the First party will take the responsibility of compensation to the beneficiary, as per the government of India norms.

**14.** The First 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 shall be binding on the Second party

**15.** If it is found that the second party is not rendering quality services as per the agreement, then the first 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.

**16.** If it is found that the services rendered by the second party are not qualitatively appropriate or not as per the Guidelines / Protocol then the first party will have the right to withhold part of the payment in specific cases.

**17.** Termination of agreement could be done by either side after giving one month notice (excluding conditions mentioned in clause 13).

The term of contract shall remain in force for period of one year from the date of signing of agreement unless extended on mutual agreement.

The First party shall have full rights to modify the terms of agreement 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, it may file an appeal before the Director, Public Health & Family Welfare and the decision of Director; Public Health & Family Welfare of the respective state will be final & binding on both the parties.



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

On Behalf of  
First Party  
Secretary, District Health Society

On Behalf of  
Second Party  
In charge/ Director  
Of private Health Institution  
Authorized signatory

Witness Name, Address. Signature  
Signature

Witness Name, Address.

1-

1-

2-

2-