

MEMORANDUM OF UNDERSTANDING (MOU)

Agreement for Private / NGO Hospital for Delivering Family Planning (LTT/NSV) Services

This DEED OF AGREEMENT is made on this _____ day of _____ 200_ Between District Health Society, District _____ (here in after called the first party) and _____ (Private Nursing Home / Hospital).

(the private hospital owner, here in after called the second party).

1. The Second Party shall be providing Family Planning Services (LTT/NSV).
2. Quality services as mentioned above shall be provided as per the rates prescribed below
 - (i) For Institutional Services (At the Second Party' Nursing Home).

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

- (ii) For Institutional Services at Govt. Institution / Camps

Procedure	Beneficiary	Motivator	Drugs and Dressing	Surgeon Charge	Anesthetist Charge	Staff Nurse	OT Technician	Refreshment	Camp Management	Total
Vasectomy (All)	1100	200	50	100	-	15	15	10	10	1500
Tubectomy (All)	600	150	100	75	25	15	15	10	10	1000

- (iii) Second Party will give an undertaking that it will not charge the beneficiary for any reason.
 - (iv) The beneficiary will be free to choose between Government Hospital and Second Party's Nursing Home. If the Beneficiary chooses the Second Party then the beneficiary will not be entitled to get compensation money but will get the services free of cost. The beneficiary if comes to the institution on self motivation then the motivation amount will be paid to the beneficiary.
3. Second Party will be entitled only for Rs.100 per Male Sterilisation and Rs.75 per Female Sterilisation from the table above mentioned. In camps if the Anesthetist is not there and Surgeon of the Second Party is giving anesthesia then the amount to be given to Anesthetist will also be given to the Surgeon.

4. The maximum age of the beneficiary ought to be 45. The responsibility of the same will be of the Second Party.
5. Second Party will be authorized to issue sterilisation certificate to the beneficiary and the same will be treated valid for issuing Green Card.
6. The Second Party shall keep separate information in a register of the services rendered to the patients in prescribed format. Separate cash book (Double entry accounting system) and ledger books would be maintained (by the second party) for the money released to the second party by the first party.
7. The Second Party will monthly report about the services provided in prescribed format by 5th of every month.
8. The First Party would be given an advance of Rs.15,000 to render the above mentioned services. Next installments would be released as per the utilization of funds. Utilisation Certificates in prescribed formats would have to be submitted (by Second Party) for further release of funds.
9. The Second Party shall have necessary arrangements to handle cases referred by Chief Medical Officer / Civil Surgeon or Medical Officers of CHCs & PHCs of the district on 24*7 basis.
10. The Second Party shall have all necessary arrangements to follow the guidelines / protocols to carry out sterilisation. Ant it will be the responsibility of the Second Party to stick to the Guidelines / Protocols associated with the Services.
11. If any complication arises during or after the sterilisation conducted by the second party, then further treatment, follow up & any legal matter arising out of sterilisation or treatments will be the responsibility of the second party. First party will take the responsibility of compensation as per the government if India norms.
12. The First party will have full rights to inspect the institution 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.
13. If it is found that the second party is not rendering 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 on the day of cancellation of the agreement.
14. 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 curtail part of the payment in that particular case.
15. Termination of agreement could be done by either side after giving one month notice (excluding conditions mentioned in clause 12).

16. The Second Party would be required to get the financial accounts audited every year by a chartered accountant.

This term of contract shall remain in force for period of one year from the date of signing of agreement. For further agreement the second party, if willing shall apply for next term, 3 month prior to the expiry of existing 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 _____ 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.

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

Witness Name, Address, Signature

1.

1.

2.

2.