संख्या- 42/2015/1167 /पाँच-9-2015-9(127)/12

प्रेषक,

अरविन्द कुमार,
प्रमुख सचिव,
उ0प्र0 शासन।

सेवा में,

1- **महानिदेशक,**
परिवार कल्याण,
उ0प्र0, लखनऊ।

2- **मिशन निदेशक,**
राष्ट्रीय स्वास्थ्य मिशन
उ0प्र0, लखनऊ।

चिकित्सा अनुभाग-9

लखनऊ: दिनांक 01 सितम्बर **अगस्त,2015**

विषय:-शासनादेश संख्या-143/पांच-9-2015-9(127)/12 दिनांक 27 जनवरी, 2015 (शासकीय योजनाओं के अन्तर्गत परिवार नियोजन सेवाओं की उपलब्धता बढाने हेतु निजी क्षेत्र के स्वास्थ्य सेवा प्रदाताओं को इन योजनाओं के अन्तर्गत सेवा देने हेतु सम्बद्ध किये जाने के सम्बन्ध में) अनुपूरक/स्पष्टीकरण।

महोदय,

उपर्युक्त विषय के सम्बन्घ में मुझे यह कहने का निदेश हुआ है कि शासनादेश संख्या-143/पांच-9-2015-9(127)/12 दिनांक 27-01-2015 के अनुसार राज्य में शासकीय योजनाओं के अन्तर्गत परिवार नियोजन सेवाओं की उपलब्धता बढाने हेतु निजी क्षेत्र के स्वास्थ्य सेवा प्रदाताओं को इन योजनाओं के अन्तर्गत सेवा देने हेतु सम्बद्ध किये जाने की योजना "हौसला साझीदारी" के नाम से प्रारम्भ की जा चुकी है। साथ ही शासनादेश का अनुपालन करते हुए योजना की समस्त प्रक्रियाओं की निगरानी तथा नीतिगत निर्णय लेने में परामर्श देने हेतु एक "राज्य स्तरीय टास्क फोर्स" का गठन भी किया जा चुका हैं।

उक्त शासनादेश के कतिपय आवश्यक बिन्दुओं को स्पष्ट करने के सम्बन्ध में फील्ड स्तर के अधिकारियों द्वारा लगातार अनुरोध किया जा रहा है। इस सन्दर्भ में शासन स्तर पर सम्यक विचारोपरान्त उक्त शासनादेश में निहित बिन्दुओं को स्पष्ट करने व कतिपय नये बिन्दुओं को समाहित किये जाने का निर्णय लिया गया है। जिनका विवरण निम्नवत है :-

1- उपरोक्त शासनादेश के अनुसार आधिशासी निदेशक, सिफ्सा "राज्य स्तरीय टास्क फोर्स" के पदेन अध्यक्ष है। इस क्रम में सिफ्सा को राज्य स्तर पर "हौसला साझीदारी" के क्रियान्वयन एवं संचालन हेतु "नोडल एजेन्सी" के रूप में नामित किया जाता है तथा निजी सेवा प्रदाता प्रकोष्ठ (पी0एस0पी0 सेल) भी सिफ्सा में स्थापित किया जायेगा।

2- राज्य स्तर पर नोडल एजेन्सी के रूप में सिफ्सा, निजी क्षेत्र के अनुबन्धित स्वास्थ्य सेवा प्रदाताओं से सम्बन्धित सभी प्रकार के वित्तीय दायित्वों (अग्रिम भुगतान, प्रदान की गयी सेवाओं का भुगतान, राष्ट्रीय स्वास्थ्य मिशन के साथ त्रैमासिक समायोजन) हेतु उत्तरदायी होगी तथा आगामी 01 सितम्बर, 2015 से, अनुबन्धित निजी सेवा प्रदाताओं से सम्बन्धित सभी प्रकार के भुगतान राज्य स्तर से सिफ्सा द्वारा ही किये जायेगे।

2.1- निजी सेवा प्रदाताओं के भुगतान से सम्बन्धित समस्त विवरण/अभिलेख (यथा भौतिक सत्यापन से सम्बन्धित अभिलेख) मुख्य चिकित्सा अधिकारी स्तर पर जनपद में अनुरक्षित किये जायेगे तथा राज्य स्तर से निजी सेवा प्रदाताओ को किये गये भुगतान से सम्बन्धित विवरण/अभिलेख सिफ्सा द्वारा अनुरक्षित किये जायेगे।

2.2- राष्ट्रीय स्वास्थ्य मिशन द्वारा प्रत्येक वर्ष भारत सरकार द्वारा अनुमोदित पी0आई0पी0 द्वारा सिफ्सा को पी0एस0पी0 सेल के संचालन तथा निजी सेवा प्रदाताओं के भुगतान आदि के लिए आवश्यकतानुसार अग्रिम धनराशि उपलब्ध करायी जायेगी।

3- निजी सेवा प्रदाताओं के सम्बद्धीकरण हेतु एक समझौता (एम0ओ0यू0) संलग्नक-1 के अनुसार हस्ताक्षरित किया जायेगा। यह समझौता (एम0ओ0यू0) त्रिपक्षीय होगा, जिसमें जिला स्वास्थ्य समिति, निजी सेवा प्रदाता एवं सिफ्सा तीन पक्ष होगे।

4- निजी चिकित्सालय/नर्सिंग होम/संस्था अथवा सेवा प्रदाताओं को परिवार नियोजन सेवाएं जनपद में दिये जाने हेतु अधिकृत/ अधिसूचित किये जाने अथवा न किये जाने का उत्तरदायित्व जनपद स्तर पर गठित जिला गुणवत्ता सुनिश्चितीकरण समिति (डिस्ट्रिक्ट क्वालिटी एश्योरेंस कमेटी) का होगा। जिला स्वास्थ्य समिति की ओर से डिस्ट्रिक्ट क्वालिटी एश्योरेंस कमेटी के संयोजक मुख्य चिकित्सा अधिकारी की समिति की बैठक में की गयी संस्तुतियों के आधार पर निजी सेवा प्रदाताओं के साथ किये जा रहे एम0ओ0यू0 को हस्ताक्षरित करने अथवा सेवा प्रदाताओं को इम्पैनल्ड करने के लिए अधिकृत होगे। डिस्ट्रिक्ट क्वालिटी एश्योरेंस कमेटी निजी सेवा प्रदाताओं से सम्बन्धित सभी प्रकार का सत्यापन (यथा सम्बद्धता हेतु स्थलीय निरीक्षण, भुगतान हेतु आवश्यक 10 प्रतिशत सेवाओं का भौतिक सत्यापन तथा समय समय पर शासन द्वारा अन्य सत्यापन कार्य) हेतु भी अधिकृत होगी। जनपद द्वारा निजी चिकित्सालय/ नर्सिंग होम/संस्था अथवा सेवा प्रदाताओं का एक्रेडिटेशन अथवा इम्पैनल्ड समबन्धी आवेदन प्राप्त होने के उपरान्त अधिकतम 07 कार्य दिवसो के भीतर बैठक अवश्य आयोजित की जाय। डिस्ट्रिक्ट क्वालिटी एश्योरेंस कमेटी के अध्यक्ष की अनुपस्थिति/व्यस्तता की स्थिति में संयोजक-मुख्य चिकित्सा अधिकारी की अध्यक्षता में उक्त बैठक आयोजित की जा सकेगी।

5- सिफ्सा की ओर से त्रिपक्षीय समझौता (एम0ओ0यू0) पर हस्ताक्षर करने के लिए पृथक से सक्षम स्तर के अधिकारी को नियुक्त किया जायेगा।

6- तद्नुसार 31 अगस्त, 2015 तक होने वाले सभी द्विपक्षीय एम0ओ0यू0 दिनांक 01-09-2015 से अमान्य हो जायेगे और उन्हें त्रिपक्षीय एम0ओ0यू0 (जिला स्वास्थ्य समिति, निजी सेवा प्रदाता एवं सिफ्सा के बीच) के रूप में पुन: हस्ताक्षरित करना होगा। ऐसे द्विपक्षीय समझौते जो कि दिनांक 31-08-2015 के पश्चात वैध है, उक्त के सम्बन्ध में पक्षो की आपसी सहमति के आधार पर द्विपक्षीय समझौता समाप्त/ निरस्त करते हुए त्रिपक्षीय समझौता हस्ताक्षरित किया जा सकेगा।

6.1- इस सम्बन्ध में यह स्पष्ट किया जाता है कि नया त्रिपक्षीय एम0ओ0यू0 हस्ताक्षर किये जाने की तिथि से आगामी 05 वर्षो के लिए वैध होगा।

6.2- इस सम्बन्ध में स्पष्ट किया जाता है कि जिन निजी सेवा प्रदाताओं का स्थलीय निरीक्षण (भौतिक सत्यापन) पिछले 06 माह के भीतर किया जा चुका है, त्रिपक्षीय एम0ओ0यू0 हस्ताक्षरित करने के लिए उनका दोवारा स्थलीय निरीक्षण (भौतिक सत्यापन) किये जाने की आवश्यकता नही होगी।

7- उपरोक्तानुसार 01-09-2015 से प्रारम्भ होने वाली नई वित्तीय व्यवस्था के प्रभावी होने से पूर्व सभी अनुबन्धित सेवा प्रदाताओ द्वारा 31-08-2015 तक दी गयी सभी सेवाओं के लिए अनुमन्य भुगतान जिला स्तर से पूर्व की भॉति ही नयी दरों पर आगामी एक माह के भीतर पूरा कर लिया जायेगा।

8- निजी सेवा प्रदाताओं के लिए प्रस्तावित धनराशि की प्रतिभूति (सिक्यूरिटी) निजी सेवा प्रदाता से ली जानी है जो बैंक गारंटी या फिक्सड डिपॉजिट के रूप में हो सकती है। यह प्रतिभूति जिला स्वास्थ्य समिति के नाम से निर्गत होगी तथा डिस्ट्रिक्ट क्वालिटी एश्योरेंस कमेटी के संयोजक के रूप में मुख्य चिकित्सा अधिकारी इसे रखने के लिए अधिकृत होगे। उक्त प्रतिभूति के प्राप्त होने पर ही अग्रिम का भुगतान सिफ्सा द्वारा किया जा सकेगा।

9- जनपद स्तर पर होने वाली प्रत्येक मासिक समीक्षा बैठक में परिवार नियोजन सेवाओं हेतु निजी सेवा प्रदाताओं की सम्बद्धता, भुगतान तथा अन्य प्रगति से अवगत कराने हेतु नियमित एजेण्डा बिन्दु शामिल करना सुनिश्चित किया जायेगा।

10- निजी सेवा प्रदाताओं का भुगतान निर्धारित समय सीमा में सुनिश्चित करने के लिए समस्त मुख्य चिकित्साधिकारियों द्वारा निजी सेवा प्रदाताओं द्वारा वेब पोर्टल पर अपलोड की गयी सेवाओं में से भुगतान के लिए अनिवार्य 10 प्रतिशत का भौतिक सत्यापन, निश्चित मासिक रिर्पोटिंग तिथि से 03 सप्ताह से भीतर कर पोर्टल पर अपडेट किया जायेगा।

11- निजी सेवा प्रदाताओं द्वारा दी गयी सेवाओं के आवश्यक भौतिक सत्यापन की अद्यतन आख्या वेब पोर्टल पर उपलब्ध हो जाने के 15 दिनों के अन्दर सिफ्सा द्वारा निजी सेवा प्रदाताओ को उनका अनुमन्य भुगतान पी0एफ0एम0एस0 के माध्यम से किया जायेगा।

12- शासनादेश संख्या-143/पांच-9-2015-9(127)/12 दिनांक 27 जनवरी, 2015 में उल्लिखित क्लीनिकल आउटरीच टीम (सी0ओ0टी0) के सम्बन्ध में स्पष्ट किया जाना है कि क्लीनिकल आउटरीच टीम (सी0ओ0टी0) जिस जिले में अपना मुख्यालय घोषित करती है,

सम्बन्धित जनपद की जिला स्वास्थ्य समिति के द्वारा मुख्य चिकित्साधिकारी तथा सिफ्सा के साथ त्रिपक्षीय एम0ओ0यू0 हस्ताक्षरित होगा तथा क्लीनिकल आउटरीच टीम (सी0ओ0टी0) इसी एम0ओ0यू0 के आधार पर समस्त/ चिन्हित जनपदों में सेवाएं दे सकती है। क्लीनिकल आउटरीच टीम (सी0ओ0टी0) के लिए मानव संसाधन, आवश्यक उपकरण, दवाओं तथा अन्य सामाग्री का विवरण संलग्नक-2 के अनुसार होगा।

13- निजी सेवा प्रदाताओं की नई व्यवस्था के अनुसार सम्बद्धता हेतु (त्रिपक्षीय एम0ओ0यू0) तथा वेब पोर्टल के द्वारा नये प्रारूप के अनुसार एम0ओ0यू0 के निगमन हेतु आवश्यक तकनीकी परिवर्तन सिफ्सा द्वारा सुनिश्चित किया जायेगा।

14- शासनादेश संख्या-143/पांच-9-2015-9(127)/12 दिनांक 27 जनवरी, 2015 में उल्लिखित प्रस्तर संख्या-8.4 के सम्बन्ध में स्पष्ट किया जाता है कि अग्रिम भुगतान को रोलिंग एडवांस के रूप में समझा जाये।

इस सम्बन्ध में अनुरोध है कि शासनादेश संख्या-143/पांच-9-2015-9(127)/12 दिनांक 27 जनवरी, 2015 के क्रम में उक्त उल्लिखित बिन्दुओं का संज्ञान लेते हुए हौसला साझीदारी योजना का प्रभावी क्रियान्वयन सुनिश्चित कराने का कष्ट करें।

संलग्नक :यथोक्त।

भवदीय,

(अरविन्द कुमार)
प्रमुख सचिव।

संख्या- 42/2015 1167(1)/पॉच-9-2015, तददिनांक।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1- अधिशासी निदेशक, सिफ्सा ।
2- समस्त जिलाधिकारी।
3- अपर अधिशासी निदेशक, सिफ्सा ।
4- महानिदेशक, परिवार कल्याण, उ0प्र0 लखनऊ ।
5- निदेशक, परिवार कल्याण, उ0प्र0 लखनऊ ।
6- समस्त अपर निदेशक, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उ0प्र0।
7- समस्त मुख्य चिकित्साधिकारी, उ0प्र0।
8- गार्ड फाइल।

आज्ञा से,

(अभिषेक प्रकाश)
विशेष सचिव।

संलग्नक-1

MEMORANDUM OF UNDERSTANDING (M.O.U)

This MEMORANDUM OF UNDERSTANDING (M.O.U) is made on this ---------day of..... (Month), Year.....

BETWEEN

1. District Accreditation Committee (DAC) / District Quality Assurance Committee (DQAC) on behalf of District Health Society (DHS), Convener Chief Medical Officer, District-_____ (herein after referred as 'FIRST PARTY').

2. _____ _____ PRIVATE HEALTH FACILITY / NURSING HOME / NON GOVERNMENT ORGANIZATION / ORGANIZATION, (herein after referred as 'SECOND PARTY').

3. State Innovations in Family Planning Services Project Agency (SIFPSA), a society registered under the provision of society registration Act through its Divisional Program Manager at Division-_____ (herein after known as 'THIRD PARTY').

WHEREAS

The Third Party has been nominated / authorized as nodal agency for implementation of "Scheme for engagement of private sector providers on family planning as per G.O. no. 143/5-9-2015-9(127)/12 dated 27 January 2015, Chikitsa Anubhag - 9 as and as amended subsequently. This scheme is known as "**Hausala Sajheedari**".

DEFINITIONS AND INTERPRETATIONS

In this MEMORANDUM OF UNDERSTANDING (M.O.U). unless the context otherwise requires the following expressions shall have the meaning assigned as under:

(a) **"Government"** means state government of Uttar Pradesh

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(b) **"Department" means** officials from both Health Directorates including all officers at state and field level.

(c) **"Organization"** means any NGO / Trust / Private Organization / any Society Registered under society registration Act / Company Act.

(d) **"Private Health Facility"** (PHF) means a registered facility providing medical and health services under CMO as per applicable Act.

(e) **"Family Planning Services"** (FP services) means Permanent and Temporary methods used for purpose of Family Planning as per prescribed rules and guidelines.

(f) **"Permanent methods"** Sterilization (male or female).

(g) **"Non Scalpel Vasectomy"** (NSV), Permanent Method for male sterilization.

(h) **"Laparoscopic Sterilization"** means Permanent Method for female sterilization performed with laparoscope through minimal invasive technique which can be performed under Local Anesthesia.

(i) **"Minilap Sterilization"** means Permanent Method for female sterilization performed per abdominal with surgical incision which can be performed under Local Anesthesia.

(j) "Female Sterilization" (FST)

(k) "Intra Uterine Device" (IUD)

(l) **"Clinical Outreach Team"** (COT) means, a team comprising of defined number of medical, paramedical, community workers along with all the necessary equipment, drugs and mobile van as per the prescribed G.O. A complete COT can provide all the family planning services including male sterilization (NSV), female sterilization (Laparoscopic/minilap), Intra Uterine Devices insertion to female etc. managed by any organization.

(m) **"Mini COT"** means, a team comprising of defined number of paramedical, community workers along with all the necessary equipment and drugs as per the prescribed G.O. It will provide only Intra Uterine Devices insertion etc. to female managed by any organization.

(n) **"NSV COT"** means, a team comprising of defined number of medical, paramedical and community workers along with all the necessary equipment and drugs as per the prescribed G.O. It will provide male sterilization service managed by any organization.

(o) **"Public Private Partnership Model"** (PPP model)

(p) **"Non Government Organization"** (NGO)

(q) **"Facility"** means a building or premises which is used for providing medical and health services to the community with Indoor admission facility and available infrastructure in terms of equipments & trained medical / paramedical staff to deal with complication, if arise during

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performance of procedure. It can be of two type, Government Institutions (i.e. Primary Health Centre "PHC", Community Health Centre "CHC", District Hospital "DH", District Combined Hospital "DCH", District Male Hospital "DMH", District Women hospital "DWH") and the second type which is the private providers owned facility.

(r) **"STF"** means State Task Force constituted under the directions provided in the Government Order no. 143/5-9-2015-9(127)/12 dated 27 January 2015, Chikitsa Anubhag - 9

INTERPRETATIONS

Unless or otherwise stated or unless the context require in this MOU

1. The title or heading of the clauses in this MOU have been included solely for ease of reference and shall be considered in the interpretation or construction of this MOU.
2. Singular shall include plural and vice versa wherever the context so admits or require.
3. Where a word or phrases is defined, other part of speech and grammatical forms of that word or phrase shall have corresponding meanings.
4. The recitals, exhibits and schedules form part of this MOU and shall have the same force and effect as if expressly set out the body of this MOU shall include any recital, exhibits and schedules to it.
5. Any reference to any statue or statuary provision shall mean such statue or statutory provision as amended, modified, re-enacted or consolidated and shall include all subordinate legislations made from time to time under the statue or statuary provision
6. Words defined in the body of the MOU shall have the meaning given in the said clause.
7. References to this MOU shall mean and include an appropriate reference to the schedules and annexure here to.
8. "In writing" includes any communication made by letter, fax or email, text messaging bia web portal.
9. Unless otherwise specified, time periods within or following which any payment is to be made or an act to be done shall be calculated by excluding the day on which the period commences and include the day on which the period ends, by extending the period the next business day if the last day of the period is not a business day.
10. Any reference to an MOU or other document (including a reference to this MOU) herein shall be to such MOU or other document as amended, supplemented or novated pursuant to terms thereof.
11. The word "including" herein shall always means "Including, without limitation"

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12. The word "Comprising" herein shall always means "structure of the team defined in number and positions along with technical education".
13. Time is of the essence in the performance of the parties respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence.
14. Any reference to a document being "in agreed terms" or 'in agreed form" is to a document in terms which have been agreed by the parties to the MOU and signed or on behalf of each party.

1- The objective of this MOU:

The objective of this MOU signed under the scheme **"Hausala Sajheedari"** is to provide different methods of family planning i.e. Tubectomy / Vasectomy / IUD etc. to the needy and interested community or in person through PPP model Public Private Partnership model.

This Tripartite agreement is being prepared and signed among the parties for achieving above said desired objectives, such as delivering Family Planning services (as defined above i.e. Tubectomy / Vasectomy / IUCD etc.), by the Second Party, like Private Nursing Homes/NGOs/Private Hospital.

WHEREAS, this Agreement embodies the entire agreement/MOU among the three 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 in writing and signed by all three parties or their valid representatives.

The agreement between the parties made for provision of FP services as agreed by Second Party on provision of FP services through PHF/COT/Mini-COT/NSV COT.

In case of PHF, Second Party agreed on providing Minilap female sterilization / Laparoscopic sterilization / NSV / IUCD etc.

In case of COT / Mini COT / NSV COT, second party agreed to provide services as Minilap FST / Lap ligation FST / NSV / IUCD etc. as applicable.

Districts to be covered by:

COT: _____

Mini COT: _____

NSV COT: _____

WHEREAS, inspection or no-inspection, witnessing or non-witnessing, approval or non-approval by the Third Party or its representatives or any items/works required to be done by the

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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 TRIPARTITE AGREEMENT WITNESSES AS UNDER:

2 **OBLIGATION OF FIRST PARTY**

2.1 First Party can pass the directives and take necessary action if it appears that quality services are not being provided by Second party.

2.2 The First Party shall provide necessary support, including timely verification of client, get it uploaded on web portal and approve the verification report on web portal.

2.3 In case of COT, The First Party will ensure to provide dates timely to Second Party for conducting Camp/Fix Day Services at Public Health Facilities in the district.

2.4 First Party will keep all records and documents of Second Party in the process. In case of COT, the First Party will ensure the presence of the medical officer in-charge/ competent authority at the identified public health facility during service provision by Second Party at the facility.

2.5 First party will ensure at least 10% physical verification of the beneficiaries, uploaded by the Second Party every month.

3. OBLIGATION OF SECOND PARTY:

3.1 The Second party shall not assign / sub let any part of the works under this MOU to any other party.

3.2 The Second Party will provide Family Planning Services such as Tubectomy/Vasectomy/IUCD etc. insertion to the service seeking eligible couples of resident of state; on demand, in terms of November 2014 guidelines of the Ministry of Health & Family Welfare, Govt. of India published by MOHFW and if revised time to time. The facility is bounded to follow the changes made in the guideline.

3.3 The Second Party obligation is to ensure that Quality services will be provided by empaneled medical professionals to the beneficiaries. Empanelment of the medical professional shall be done by DQAC.

3.4 In case of COT, Second party will ensure telephonic follow up of all clients. Second Party will ensure in-person follow up at least once in a month at the same facility. In the interim

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period Public Health Facility may provide follow up to the clients at the same facility where procedure is performed.

3.5 In lieu of the services provided to community / in person, second party will be liable to accept the remuneration as per the rates as prescribed below for Institutional Services at their accredited facility.

1	2	3	4	5
Type of service	**Type of facility**	**Amount for provider (Rs.)**	**Compensation to the beneficiaries (Rs.)**	**Total (Rs.)**
Female sterilization	Private	2000.00	1000.00	3000.00
Male sterilization	Private	2000.00	1000.00	3000.00
IUD	Private	75.00 (including cost of IUD)	Nil	75.00 (including cost of IUD)

Compensation for Post partum FP services will be provided as per guideline issued by NHM time to time.

In case of COT the following conditions of the payment should be fulfilled by the COT organization as defined in GO no 143/5-9-2015-9(127)/12 dated 27 January 2015, Chikitsa Anubhag - 9.

1	2	3	4	5	6
Type of service	**Type of facility**	**Motivator amount (Rs.)**	**Compensation to the beneficiaries (Rs.)**	**Amount for COT (Rs.)**	**Total reimbursement for COT(Rs.)**
Female sterilization	COT	200.00	1400.00	1400.00	3000.00
Male sterilization	COT	300.00	2000.00	700.00	3000.00
IUD	COT				75.00

3.6 The second party will pay the compensation amount to the beneficiary by way of account payee cheque / online bank transfer in the name of beneficiary on the same day after receiving the services by the beneficiary. If in case beneficiary has no account in his/her name at the time service taken, thereafter facility / COT will issue a certificate as per rule to the beneficiary and provide compensation amount through cheque / online transfer to the beneficiary as he/she submit the bank detail.

3.7 Second party will pay the compensation to the beneficiary as per rate defined in column number 4 according to the norms laid down in GOs or circulars issued. Second party will follow the binding / provisions provided through GOs / Circulars issued time to time.

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3.8 The Second Party will execute that it will not charge any fee / expenses from the beneficiary for the FP services rendered to him / her and claim for the same under the scheme towards third party. Any complaint from the beneficiaries or public or otherwise coming to the knowledge of the STF / First Party / Third Party will be treated as serious. In such case, action will be taken against the second party as per the due.

3.9 The beneficiary is free to choose between Government Hospital and accredited Second Party's facility (Hospital/Nursing home etc). If the Beneficiary chooses the Second Party's facility, for the aforesaid services, then he/she will be entitled only to get the compensation as mentioned in column no. 4 of above table.

3.10 The Second party will be entitled for the package per Sterilization (Male / Female) as indicated in the column no. 5 of table above.

3.11 The Second Party shall issue "Sterilization Certificate" to the beneficiary as per the guidelines / directives laid down by GOI / GOUP time to time. The certificate has to be issued after one month for Female sterilization and after 3 months for male sterilization. In case of COT, the sterilization certificate will be issued by MOIC / In charge of the facility.

3.12 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 Third Party.

3.13 The Second Party shall report about the services rendered to the beneficiaries, by the 25th of each English calendar month, on web portal for the reporting period 21st of previous month to 20th of current month after the due date (25th of the reporting month) second party can't make any correction / upload new information. In case if the client doesn't have the bank account, only in very special cases will it be allowed to upload information post the reporting period in which case special approval will have to be taken by the second party from the PSP cell. Private Health Facility / COT will issue a certificate for submission of bank account detail and the case would be reported in the same month, once the client provides the bank account number and the compensation is paid to the client the reimbursement claim would be submitted in the same month report.

3.14 The Second Party would be given an advance of up to 25 clients initially as rolling advance, to start rendering the above mentioned services, subject to the condition that the second party shall execute Bank Guarantee / FDR of equal amount in favour of the First party, from a scheduled commercial bank for a period of 5 years i.e. equivalent to the term of MOU. The Advance will be issued to the second party by Third Party. Subsequently, payments will be

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reimbursed to Second Party for the previous month, after submission of claims on prescribed format, in order to maintain rolling advance. Interest accrued / paid during the financial year (1st April to 31st March) on such rolling advance will be reported to the Third Party yearly and it will be adjusted from the amount of reimbursement of March month.

3.15 It will be a mandatory obligation on the second party to ensure procedures within 90 days of disbursement of the rolling advance.

3.16 That if any circumstance occurs where the Second Party is unable to utilize the advance amount within the stipulated period as defined in this MOU. The Second Party will have to clarify the specific reasons and circumstances of such instances to the First Party for extending the time period by another 90 days. The First Party will consider the merits and will take decision on the case to case basis.

3.17 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.

3.18 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 postoperative 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, as per the norms of Family Planning Indemnity Scheme of Government of India if such procedure is performed by Empaneled Service Provider. The process of Empanelment shall be done by the DQAC (District Quality Assurance Committee) as per the prescribed guidelines.

3.19 The First Party and Third Party will have full rights to inspect the facility managed by the Second party (through State / Divisional / District / Block level Officials) as and when required and instructions given during inspection by the First party and/or Third Party shall be binding upon the Second Party. The Second Party shall be bound to give access to the representatives of the First Party and / or Third 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. Beside this, Second Party will also allow the NHM / Directorate representative and other inspection team whether of State Government or Central Government. The Second Party also agreed to

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provide support, if the First Party / Third Party hired an Independent agency for the purpose of quality control or inspection of the Facility.

3.20 If at any stage, it is found that the second party is not rendering quality services as promised / ensured in terms of this MOU, then the Third Party will have full rights to terminate the MOU after giving 15 days' notice to the second party. The second party, in this case, will have to return the unspent balance available with the facility, within fifteen days from the day of termination of the MOU. In case of failure in refunding unspent money / fund by the Second Party to the Third Party within the stipulated period of 15 days from the cancellation of this agreement, Third Party shall be at liberty to invoke Bank Guarantee / FDR furnished by the Second Party in favor of the Third Party.

3.21 Second Party, who is applying for COT should fulfil the criteria of team composition already laid down in GO's annexures. COT team has the binding to follow the directive of State Government.

3.22 In case Second party is COT (Clinical Outreach team), second party has to follow all the guidelines mentioned in GO and instructions send by GoUP / GOI time to time as and when amended.

3.23 In case of COT, Second party will ensure availability of qualified and empaneled surgeons and qualified paramedic in team for providing services as per prescribed guidelines, Second party will ensure site office to accommodate supplies, medicines, equipment etc. Second party will also ensure availability of ambulance and required equipment and supplies as per guideline.

3.24 In case of COT, second party will provide services at the identified public health facilities, PHC/CHC/SC/DWH/DH/DMH, only in the presence of the medical officer in-charge/ competent officer.

3.25 Second Party will take declaration certificate from the beneficiary that no any amount has been charged, the same declaration will be uploaded on web portal by the Second Party while submitting the client details.

3.26 The Third Party shall have rights to modify the terms of this MOU at any time in the interest of Program during the period for agreement with the prior consent of the Second Party. In case, the second party is aggrieved by the decision of Third Party, the Second Party may submit his grievance before State Task Force (STF). The decision of the State Task Force will be final & binding to the Second Party.

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4. OBLIGATION OF THIRD PARTY:

4.1 The Third Party will establish PSP cell at SIFPSA for the purpose of smooth functioning of the "Hausala Sajheedari" scheme.

4.2 The Third Party will scrutinize the application uploaded on the web portal whether for accreditation or empanelment of the provider for the purpose of MOU.

4.3 The Third Party will release the requested rolling advance after the signed MOU by the parties uploaded on web portal from the Second Party.

4.4 The Third Party shall release the reimbursement of claims after getting report of at least 10% physical verification of client from the First Party on monthly basis.

5. TERMS AND CONDITIONS FOR TERMINATION OF MOU:

5.1 The term of contract shall remain in force for period of five year from the date of execution of MOU. During the term of MOU, First Party / or other independent agency hired by First Party may assess the performance of the Second Party on annual basis which will be the base for continuation of term of agreement.

5.2 The Third Party may, without prejudice to any other remedy for breach of agreement, by a written notice of default of at least 30 days sent to the second party, terminate the agreement in whole or in part.

5.3 That if the data uploaded by the Private Health Facility / COT on the web portal has been found fake or incorrect during verification, Third Party has the right to terminate the agreement and recommend legal action against the Second Party as per due process.

5.4 MOU may be terminated by either party (The Third Party or the Second Party) after giving one month advance noticedisclosing reasons and intention therein. In case, the Second Party gives notice for termination, it is mandatory for the second party to return the balance advance amount pending including interest accrued to Third Party with the notice.

5.5 In case, the MoU is terminated by The Third Party, the Second Party shall not be entitled to any financial payments whatsoever arising out of the termination of the agreement.

6. Penalty:

In case, the data uploaded by the Private Health Facility / COT on the web portal has been found fake or incorrect during verification, for each such case Rs. 10000/- (Rupees Ten Thousand) will be imposed as penalty on the second party.

7. Settlement of Dispute

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7.1 Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arises arising out of, or in connection with this MOU.

7.2 Arbitration

If any dispute arises between the parties in connection with or arise out of, the MOU, which is not resolved amicably with in the period of 30 days of the notice. Thereafter, matter shall be referred to the Arbitrator within two weeks by either of the parties under the provision of Arbitration and Conciliation Act, 1996.

The Second Party agrees that the Arbitrator in this MOU will be Additional Director - Health and Family welfare of the respective division.

The place of Arbitration will be office of the Additional Director - Health and Family welfare of the respective division and no legal fees will be charged by the Arbitrator.

8. Force Majeure

For purposes of this clause, "Force Majeure" means an event or situation beyond the control of parties that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of parties. Such event may include, but not be limited to natural calamities, acts of the First and Third Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

Either party shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond their reasonable control including withdrawal of scheme by the Government.

If an event of Force Majeure occurs, the performance of the material obligations under this MOU of the Party affected by such Force Majeure will, to the extent and for the duration that they are affected by such event of Force Majeure, be suspended and will be automatically extended, without penalty, for a period equal to such suspension.

A Party claiming Force Majeure will promptly give notice to the other Party and will furnish reasonably substantial proof of the occurrence and duration of the adverse consequences of such Force Majeure. The non-performance or failure by the Party claiming Force Majeure shall be deemed not to be a breach of this MoU.

Address of the parties for correspondence / notices (including email address and contact numbers):

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First Party **Second Party** **Third Party**

In WITNESS where off the parties by their duty authorized respective representative have caused this MOU to be executed as of the day, month and year and place as mentioned here under.

On Behalf of On Behalf of On Behalf of

First Party Second Party Third Party

CMO
Convener, DAC/DQAC
on behalf of, District Health Society

In charge/ Director
Private Health Institution/COT
Authorized signatory

SIFPSA
Designation

Witnesses:

1. Name/ Address/ Signature

2. Name/ Address/ Signature

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संलग्नक-2

क्लिनिकल आउटरीच टीम (सी. ओ. टी.) के लिये टीम का विवरण

विवरण	संख्या	न्यूनतम योग्यता
सर्जन	1	एम.एस. गाइनी / एम.बी.बी.एस. डी.जी.ओ. / एम.एस. सर्जरी / / एम.बी.बी.एस. 12 दिन का प्रशिक्षण सर्टीफिकेट
मेडीकल आफीसर या ओटी टेकनीशियन तथा लैब टेकनीशियन	1 1 1	एम.बी.बी.एस. या आयुष ओटी टेक में डिप्लोमा मेडिकल लैब टेक में डिप्लोमा
एनेस्थेटिस्ट (यदि उपलब्ध हो)	1	एम.बी.बी.एस. एनेस्थेसिया मे डिप्लोमा
मेल नर्स	1	जी.एन.एम. या ए.एन.एम.
फीमेल नर्स	1	जी.एन.एम. या ए.एन.एम.
ब्लॉक कॉर्डीनेटर	1	कोइ भी ग्रेजुएट / बी.कॉम. को प्राथमिकता
काउन्सलर	1	कोई भी ग्रेजुएट
ड्राइवर	1	बैध ड्राइविंग लाइसेन्स

मिनी क्लिनिकल आउटरीच टीम (मिनी सी. ओ. टी.) के लिये टीम का विवरण

विवरण	संख्या	न्यूनतम योग्यता
फीमेल नर्स	1	जी.एन.एम. या ए.एन.एम.
काउन्सलर	1	कोई भी ग्रेजुएट

एन.एस.वी. क्लिनिकल आउटरीच टीम (एन.एस.वी. सी.ओ.टी.) के लिये टीम का विवरण

विवरण	संख्या	न्यूनतम योग्यता
सर्जन	1	एम.बी.बी.एस. 5दिन का एन.एस.वी प्रशिक्षण सर्टीफिकेट
नर्स	1	जी.एन.एम. या ए.एन.एम.
काउन्सलर या असिस्टेंट	1	कोई भी ग्रेजुएट

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