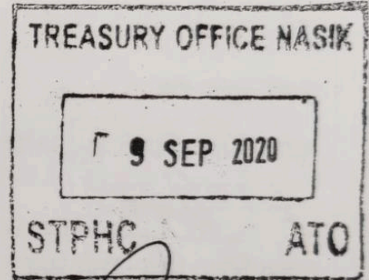




महाराष्ट्र MAHARASHTRA

2020

AX 027011



### Memorandum of Understanding

#### National Tuberculosis Elimination Programme

Memorandum of Understanding (MoU) for the participation of Non - Governmental Organisations (NGOs)/Private Providers/PPP Partner

This MOU is expected on between the Nashik District Health Society having its office at Zilla Parishad Nashik acting through its Jt. Secretary - State TB Officer (Hereinafter called "the Grantor, which expression shall unless excluded by or repugnant to the context include its successors in interest executors administrators and legal representatives) and Dr. Vasantrao Pawar Medical College & Research Centre, Adgaon, Nashik hence forth referred to as PPP



जोडपत्र-२

दस्ताचा प्रकार :

मो. उ.

दस्त नोंदणी करणार आहेत का :

असल्यास दुय्यम निबंधक कार्यालयाचे नांव :

मिळकतीचे वर्णन :-

मोबदला रक्कम

मुद्रांक विकत घेणा-याचे नांव व पत्ता

डि. अहमद पार देवकर महाविद्यालय अहमदाबाद व पत्ता  
अहमदाबाद

दुस-या पक्षकाराचे नांव :

DRTB हॉल  
नाशिक

हस्ते असल्यास नांव व पत्ता

श्रीमती इरा

मुद्रांक शुल्क रक्कम

मुद्रांक विक्री नोंदवही अनुक्रमांक व दिनांक : १०२०४ / २२/०२०२

मुद्रांक विकत घेणा-याची सही :

परवाना क्रमांक-८७/१९५/२६,

मेघदुत शॉपिंग सेंटर, सी.बी.एस.नाशिक

Partner, having its office at Adgaon Nashik ( Hereinafter called "the Grantee", which expression shall unless excluded by or repugnant to the context include its successors it, interest, executors, administrators and legal representatives).

WHEREAS the Grantor plans to implement " NTEP (National Tuberculosis Elimination Programme) the partnership option

1. DRTB Centre through the Grantee

AND WHEREAS the Grantor has agreed to engage the services of the Grantee, subject to the terms and condition as hereunder:

- 1) The post of Senior Medical Officer and Statistical Assistant DRTB Centre will continue from (Revised National TB Control Programme) as it is.
- 2). No separate remuneration of Senior Medical Officer and Statistical Assistant will be provided to the grantee under the NGO PP head.
- 3) No amount for maintenance of civil work shall be provided to the grantee
- 4) The grantee must ensure availability of Physician /Pulmonologist round the clock.



- 5) Separate designated clinic and ward must be available and should comply with the National guidelines for air-borne infection control for outdoor patients and in door patient settings.
- 6) Relevant specialists like Psychiatrist, Dermatologist, etc... should be available for linkage of services.
- 7) Management of adverse drug reaction should be done as per Programmatic Management of Drug Resistant TB (PMDT) guidelines-2017.
- 8) Physician and Nursing care should be made available for indoor DR TB patients all the time.
- 9) Recording and Reporting should be made available as per the guidelines.
- 10) Grant -in -Aid  
In case of ambulatory care for DRTB patients Rs.200/- per day per patient would be applicable.
- 11) Package cost for DRTB cases will be Rs.800/- per day per patient including pre-treatment evaluation, bed charges, meals and ancillary drugs.
- 12) In house specialist consultation charges at Rs.200/- per day per patient for indoor patients only.

2. Period of Co-operation: The PPP Partner agrees to perform all activities outlined in the guideline for partnerships in above mentioned area. The duration of cooperation will be from 01/04/2020(dd/mm/yyyy) to 30/09/2020(dd/mm/yyyy) or the day of the starting the activity / function whichever is later.

The contract can be terminated by the District Health Society/ State Health Society or the PPP Partner any time with one month prior notice. The contract will automatically end on the last day of the contract if not renewed.

4. Terms, conditions and specific services during the period of the MOU.

A. The District/State Health Society shall

- i. Provide financial and material support to the NGO/ PP for carrying out the activities as mentioned in the terms and conditions above.
- ii. Provide relevant copy of technical guidelines, updates, manuals & circulars, etc.
- iii. Provide NTEP drugs, logistics and laboratory consumables for use as per NTEP policy as outlined in the partnership guidelines.



iv. Periodically review the performance and activities being undertaken by the NGO/ PP Partner

**B. The NGO/Private Provider / PPP Partner will: -**

- i. Perform all activities as agreed upon and signed under the partnership option MoU.
- ii. Submit utilization certificate indicating expenditure during the quarter and available unspent balance to the respective State/District Health Society on quarterly basis.
- iii. Maintain adequate documentation of as per NTEP policy which is mentioned under the partnership option. On completion of tasks in the said project the Grantee will furnish to the Grantor a copy of an administrative /yearly report covering the details of project activities and studies undertaken by it. The Grantor shall have a right to call upon the Grantee to furnish such additional supplementary reports, or other documents, papers or writing as in the opinion of the Grantor are necessary or proper in connection with completion of the project
- iv. Submit Quarterly performance report to the DTO/STO.
- vi. The Grantee shall not delegate, transfer or assign sublet this MOU in whole or in part or otherwise, the obligations under this MOU to any person, firm or company or any other institution/ organization without obtaining the prior written approval of the grantor.

5. Grant-in-Aid Fund shall be released by the respective health society in the name of the NGO/Private Provider/ PPP Partner for initial six months and subsequently biannually, within 30 days of the satisfactory completion activities and submission of required documents. The NGO/Private Provider will submit utilization certificate indicating expenditure during the particular quarter and available unspent balance to the respective State/District Health Society on quarterly basis. The subsequent release will depend on the unspent balance and committed liability (if any).

6. Fund Management Funds under this MOU shall be placed at the disposal of the Grantee in separate account opened by it, subject to its furnishing to the Grantor a letter of commitment containing such conditions as may be approved by the Grantor from the bank that the bank shall not exercise a lien over the said account or may right to set off or adjust any amount due to payable under any loan or credit arrangement which the Grantee may be having or may have with



the bank against the amounts standing to the credit of the Grantee in the said amount.

The Grantee shall install and maintain separate books of accounts on cash basis accounting along with proper vouchers for expenditure incurred and with details of outstanding liabilities, if any. The Grantor shall have the right to inspect by its authorized officers of independent agencies the books of accounts and other records relating to the project fund kept by the Grantee any time during the agreement period or thereafter.

#### 7. Grievance Redressal Mechanism

All grievances will be addressed within a period of thirty days by DTO/STO of the concerned district/ states. Final decision will rest with state/ district Health Societies. Annual review would be a platform for addressing grievance of PPM partners.

9. Right over Information/data All documents, information, statistics and data collected by the Grantee in the discharge of the obligation under the MOU incidental or related to it (whether or not submitted to the Grantor) shall be the joint property of the Grantor, and the Grantee

10. Indemnity The Grantee hereby agrees to always keep the Grantor indemnified and harmless from all claims /demands / action and proceedings which may arise by reason of any activity undertaken by Grantee if the activity is not in accordance with the approved guidelines.

This MOU shall be enforceable in courts situated at [Place and State] ; any suit or application for enforcement of the above shall be filed in the competent court at [name of the place] and no other district of [State] or outside [State] shall have any Jurisdiction in the matter

11. Termination Mechanism The partnership may be terminated by either side through written notice of one month. In case services of PPM partner are discontinued, unspent balance, if any will be refunded by the partner.

If the Grantor at any stage decides that the Grantee has mis-utilized the amounts (or any part thereof) already received from the Grantor or has fraudulently claimed any covenants, stipulation or obligations hereunder a commits a breach of any of the terms, conditions or provision of this MOU on its part to be observed

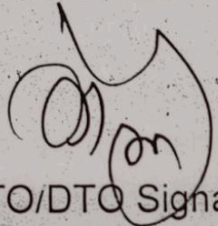


and performed, or it at any stage reasonable ground exist to apprehend the breach of the terms and condition of the MOU in future or that the continuance of this project 14 may be prejudiced or be in jeopardy he/she may revoke this MOU wholly or partially and ask the Grantee to refund the amount received till then along with interest accrues, if any after giving at least fifteen days' notice and an opportunity of being heard to the Grantee

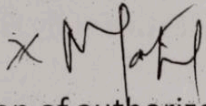
12. Necessary approval of State Health Society has been obtained:  
Yes.

13. Enclosures:  
Copy of the National Guideline for Partnership.

Copy of Application Format



Signature of STO/DTO Signature of authorized signatory  
(On behalf of the respective SHS/DHS)(On behalf of the NGO/ Private provider)  
Seal



(Name and designation of authorized signatory)

For and on behalf of Dr. Vasantao Pawar Medical College & Research Centre,  
Adgaon Nashik

DEAN

Seal

M.V.P.S. Dr Vasantao Pawar Medical College  
Hospital & Research Centre, Nashik

