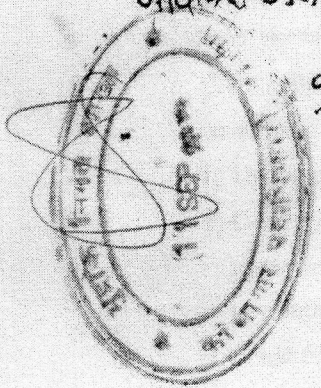




92-48 24. 5. 78 को 9000 रु. वचन पत्र प्रमाणित किया गया।
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गोदावरी जिवच्छ मेमोरियल हॉस्पिटल एंड रिसर्च सेंटर शाहगंज बेंता लाहरीसराय जिला दरभंगा
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Memorandum of Understanding between
Darbhangha District Health Society
&
Godawari Jibachh Memorial Hospital and research centre,
Shahganj, Benta, Laheriasarai, Dist.-Darbhanga.

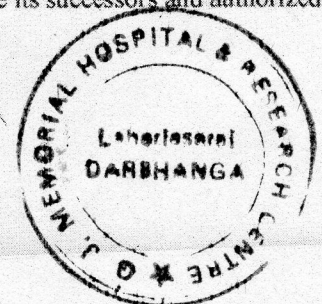
This agreement is made on the 19th day of 3 (three) Years between the Darbhanga District Health Society, hereinafter referred to as "DHS" which in turn shall include its successors and authorized persons of the first part.

And

Mr.Raghunath Prasad director of Godawari Jibachh Memorial Hospital and research centre, Shahganj, Benta, Laheriasarai, Dist.-Darbhanga.

hereinafter referred to as "private site" which shall include its successors and authorized persons of the second part.

Prasad



(36)

Whereas the DHS is working with **Godawari Jibachh Memorial Hospital and research centre, Shahganj, Benta, Laheriasarai, Dist.-Darbhanga.**

(private site) for provision of CAC services free of charge to the woman under the *Yukti Yojana*.

The expected role of the private site under this MoU is:

- To provide CAC services to the women seeking the same in a non-coercive and respectful manner. CAC services approved under the *Yukti Yojana* are listed in clause 2 below.
- To provide appropriate counselling to the women seeking such information and help them in taking informed decisions regarding CAC and post abortion contraception.
- To maintain record of services provided under the *Yukti Yojana* in prescribed forms /formats and submit correct and accurate report in a timely manner.
- To provide free of cost services to women under the scheme and be reimbursed by the state for the services rendered under the scheme.
- To contribute to the state in its effort for reducing the maternal morbidity and mortality by improving the quality of CAC services.

Now Therefore, This Agreement Witnesseth As Under

That the parties to this agreement have discussed, mutually agreed and accepted the project on the following:

- 1) The agreement will be in force for a period of three years from 19/6/18 to 19/6/2021
- 2) **CAC services under *Yukti Yojana*:** The private site hereby agrees to provide the below listed under the *Yukti Yojana*. It further undertakes to abide by the Section 7 of *Yukti Yojana* guidelines governing the provisions of following services.
 - 2.1 First trimester abortion services
 - 2.2 Treatment of cases of incomplete abortion
 - 2.3 Treatment of abortion complications and referrals (after stabilization) when needed
 - 2.4 Referral of second trimester induced abortion cases
- 3) The private site will raise a monthly invoice for services rendered under the *Yukti Yojana*. It will be reimbursed for services rendered at the prevailing reimbursement rates in force.

Or

- 3) The private site will be given a one-time advance of Rs. 50,000 at the time of signing of MoU against a bank guarantee from a recognized bank, preferably a nationalized bank, of an equivalent amount to as a revolving amount. The private site will submit an invoice when 80% of advance amount has been utilized and will be reimbursed for services rendered at the prevailing reimbursement rates in force for the period during which the services were rendered under the *Yukti Yojana*.

Rusad



(Strike out whichever is not applicable)

4) The private site will pay Rs 150 to the community health intermediary (ASHA/AWW/ ANM/ Health Worker) who accompanies the woman availing abortion services from the site. The private site will submit the details of these payments in the invoice as prescribed and will be reimbursed for these in addition to the reimbursements mentioned above.

5) In the event of termination of the MoU or expiry of the term of MoU, the private site will have to return back the one-time advance within four weeks of termination or expiry whichever is earlier.

5.1 In the event of termination/expiry of the MoU, the advance will have to be returned within four weeks. In case of any delay in returning the money by the private site beyond four weeks, the granting authority will levy 18% interest.

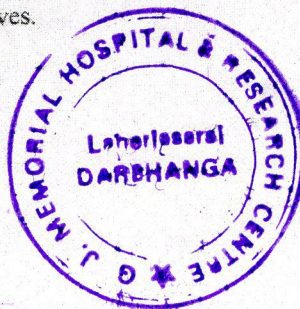
6) Fund Releases and Financial Reports

- A. The reimbursement will be made only for services approved under the *Yukti Yojana* and for payments made to community health intermediaries under the *Yukti Yojana* and will be computed at the prevalent service rates stated in the guidelines or in force at the time.
- B. The Executive Director, SHSB reserves the right to revise the rates for all or any service at any time. However, the private site will be informed about the said revision, in writing, at least one month in advance from the effective date of revision.
- C. All expenditure under the scheme should be incurred in accordance with the *Yukti Yojana* accreditation guidelines circulated by the SHSB.
- D. The frequency of submission of the invoice by the private site under this MoU is monthly/on utilization of 80% of advance amount (strike out whichever is not applicable).
- E. All invoices must be submitted in proper format (Annexure 9 of *Yukti Yojana* guideline document) and must be supported with relevant pages of prescribed admission register (Annexure 10 of *Yukti Yojana* guideline document).
- F. Of the total claim amount submitted in an invoice in the prescribed format 75% will be reimbursed on receipt of the invoice and the balance 25% of claim amount will be reimbursed after the District Accreditation Committee verifies the invoice. This duration, under normal circumstances, will not be longer than six weeks from the date of receipt of invoice.
- G. Release of reimbursement for services rendered under the *Yukti Yojana* will be subject to the satisfaction of the Member Secretary regarding the authenticity and reasonableness of the claim. The Member Secretary will examine the invoice and attached details before authorizing release of funds.

7) Access for Supervisory and Monitoring Visits

- A. The service records, books of accounts/invoice copies and other relevant documents pertaining to the scheme project should be made available at all times to the Chief Medical Officer/Civil Surgeon of the district and to his/her authorized representatives.

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B. Health officials from district, state and national level would have a right to visit the private site to verify and assess compliance with the accreditation guidelines including maintenance of infrastructure and equipment, quality of services and financial diligence.

C. For cases of first trimester abortion

7.C.1 DAC or its representative or a representative appointed by the SHSB will undertake a random checking of accredited private sites by DAC to ensure adherence to the site readiness checklists, record maintenance and reporting.

7.C.2 If at the time of examining invoice/reports submitted by the private site, DAC observes an unusual increase in MTP caseload at the site, it will use its discretion to position a person at the site to monitor abortion service delivery at the site. This arrangement can continue for a time as deemed appropriate by the Member Secretary, DAC. The CMO/CS may inspect the sites as often as may be necessary by power vested in him/her under the MTP Rules of the MTP Act (refer rule 6, sub rule 1 of the MTP Rules, 2003).

7.C.3 The Chairperson of DAC reserves the right to take recourse to the Regulation 6 (refer MTP Regulations, 2003) of the MTP Act and examine detailed records of MTP cases, including names of women.

D. For cases of abortion complications and incomplete abortions

7.D.1 DAC or its representative or a representative appointed by the SHSB will undertake a random checking of accredited private sites by DAC to ensure adherence to the site readiness checklists, record maintenance and reporting.

7.D.2 If at the time of examining reports submitted by the private site, DAC observes an unusual increase in cases of abortion complications at the site, it reserves the right to conduct a client level verification to validate reports sent by the private site.

E. So far as possible, supervisory and monitoring visits will be made at reasonably acceptable time and efforts will be made to ensure that such visits do not cause inconvenience to patients and private sites.

8) Validity and Renewal of Accreditation

A. Certificate of accreditation once issued will be valid for a period of three years subject to annual revision as appropriate.

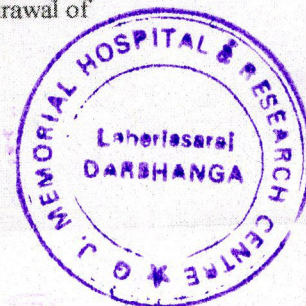
B. After expiry of the certificate, private sites will have to apply for renewal of accreditation using Annexure 4.

C. To maintain the continuity of accreditation, the private site has to apply for renewal of accreditation three months before the expiry of the accreditation. However, in the event of non-renewal due to delay in administrative procedures, the facility will be deemed as accredited for the interim period (up to a maximum of three months).

9) Suspension or Termination of Accreditation

A. Non-compliance of the commitments and obligations set in the MoU will lead to suspension, reduction or cancellation of the accreditation status and withdrawal of

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support committed under this MoU. The DHS commits to is [redacted] ert, in writing.
to the private site before contemplating any such action. Tl [redacted] ll be dispatched through
registered post and will clearly state the reasons leading to action being contemplated.

- B. To provide a fair representation, the private site will be offered an opportunity to respond to the charges, in writing, within seven days from the date of receipt of notice.
- C. On failure of the private site to initiate offering CAC services under the *Yukti Yojana* within three months from date of signing of this MoU, DAC reserves the right to withdraw funds released (if any), and reconsider the accreditation status of the site.
- D. In case an accredited private site wants to withdraw from the scheme, a written application for the same, clearly stating reasons for withdrawal has to be submitted to the Member Secretary, DAC with copy of the application sent to Chairperson, DAC and Executive Director, SHSB.
- E. Termination of accreditation will be considered final only after approval from the Chairperson, DAC.

10) Redressal

If there were to be any differences/disputes between the DAC and the implementing private site, the same shall be settled amicably and any undecided dispute shall be referred to the Chairperson DAC as the first point of grievance redressal. If the private site is not satisfied, the applicant can approach the Divisional Commissioner, for redressal. The Divisional Commissioner with the Regional Deputy Director (RDD) will review the petition and resolve the dispute. The decision of the Divisional Commissioner shall be final and binding.

In witness whereof the parties hereto have here unto set their hands on the day indicated below:

For and on behalf of DHS
[Signature]
Chief Medical Officer
[Redacted]
[Redacted]

District _____

Witness:

For and Behalf of Private Site

Owner of site

[Signature]

(Name and Address of private site)

Mr. Raghunath Prasad
(Director)

**Godawari Jibachh Memorial Hospital and
research centre, Shahganj, Benta,
Laheriasarai, Dist.-Darbhanga-846003**

[Signature]

