

मेघालय MEGHALAYA

Memorandum of Association (MoU)

034414

Between Government of Meghalaya and Karuna Trust

1. Preamble

Whereas the Government of Meghalaya, in order to further improve the peripheral health facilities in the State, have decided to implement project, in which certain difficult Primary Health Centres (PHC) and Community Health Centres (CHC); in the state will be managed and operated through few selected Non Government Organizations (NGO).

And whereas, following invitation of the Expression of Interest (EOI), in leading national newspaper and due process of assessment, certain reputed and committed NGOs; has been selected. The name and address of those specified PHC(s) and CHC(s), are stated in Clause-5, Schedule (A); Annexure-I to this MoU.

Now, therefore, this Memorandum of Understanding is signed between the Governor of Meghalaya (hereinafter referred to as "State Government") represented by the Secretary, Health and Family Welfare, (which expression shall include his successors, assigns and administrators) on the **one part** and NGO represented by Shri. Anup Sarma, Coordinator, Programme & Administration, Karuna Trust, Shillong, Meghalaya (here in after referred to as Agency which expression shall include successor, assigned and administrator) of the other part.


Mission Director
National Health Mission
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Coordinator
Programme & Adminin.
Karuna Trust NW

2. Number and location of PHCs

The "Agency" will operate/manage the PHC(s) and CHC(s) as per detail in Clause 6, Schedule '(B)' to the MoU. The management of Sub Centres under the jurisdiction of the PHC and CHC would also be the responsibility of the Agency.

3. Modalities of Implementation

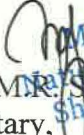
The State Government shall hand over the building and physical infrastructure of the PHC(s) and CHC(s) to the Agency along with the existing equipment, furniture, etc. The conditions of the building/equipment handed over will be duly recorded. The state government will maintain the said building and associated infrastructure, whereas, the agency shall utilize it with due care as would be reasonably expected.


The Agency shall provide all the Health/Medical/Family Welfare Services, curative, preventive and promotive, as are normally expected from any Primary Health Centre/Community Health Centre, to the local population residing in the geographical area under the jurisdiction of the said PHC(s)/CHC(s). The Agency will engage its own Medical/Paramedical and other staff for providing these services and will ensure that these personnel are always available at the pre-decided timings. The personnel, the Agency would be duty bound to provide an alternative so that the PHC/CHC does not, at any point of time become non-functional due to the lack of required personnel. The existing staff at the PHC/CHC would be suitably redeployed by the State Government to other PHCs/health facility centres.

4. Saving

Any changes in any clause(s) of this MoU can be carried out by the Government, in public interest, after due consultation with the Agency. Further, if any aspect of the arrangement between the Government and the Agency as also the obligations of the Government/Agency has been left out in this MoU, the same can be included, in due course, after mutual discussion between the Government and the Agency.

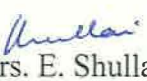
This MoU is signed on this the Twenty Eighth April, 2015 at Shillong, in the East Khasi Hills District of Meghalaya.

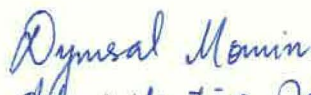

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Shillong, Meghalaya.
Shri. M.K. Sarma,
Secretary,
Health & Family Welfare Department
Cum Mission Director, NHM,
Government of Meghalaya


Anup Sarma,
Coordinator
Program & Admin.
Karuna Trust NE
Shri. Anup Sarma,
Coordinator,
Programme & Administration
Karuna Trust
Shillong, Meghalaya

In witness whereof, the parties hereto have signed this MoU on this the Twenty Eighth April, 2015 at Shillong, in the East Khasi Hills District of Meghalaya.

Witness:


1. Dr. Mrs. E. Shullai
DHS (MCH&FW)
Cum Jt. Mission Director, NHM
Government of Meghalaya,
Shillong.


1. Dymal Monin
Administrative Supervisor
Karuna Trust.

5. Schedule (B) Assignment of PHC/CHC to NGO


5.1.

Name and Numbers of PHCs mentioned as under:

Districts	Sl.no.	CHC/PHC selected under PPP Management Model as per MOU	CHCs/PHCs already handed over
East Khasi Hills District	1.	Ichamati CHC	Ichamati CHC
	2.	Mawlong PHC	Mawlong PHC
	3.	Mawsahew PHC	Mawsahew PHC
	4.	Jatah PHC	Jatah PHC
	5.	Dangar PHC	Dangar PHC
West Khasi Hills District	6.	Nongkhlaw CHC	Nongkhlaw CHC
	7.	Kynrud PHC	Kynrud PHC
	8.	Myriaw PHC	Myriaw PHC
	9.	Aradonga PHC	Aradonga PHC
	10.	Maweit PHC	Maweit PHC
Jaintia Hills District	11.	Saipung PHC	Saipung PHC
	12.	Umkiang PHC	Umkiang PHC
	13.	Barato PHC	Barato PHC
	14.	Sahsniang PHC	Sahsniang PHC
Ri-Bhoi District	15.	Umtraï PHC	Umtraï PHC
	16.	Jirang St. Dispensary	Jirang St. Dispensary
	17.	Warmawsaw PHC	Warmawsaw PHC
West Garo Hills	18.	Babadam PHC	Babadam PHC
	19.	Salmanpara PHC	Salmanpara PHC
East Garo Hills	20.	Wageasi PHC	Wageasi PHC
	21.	Gabil PHC	Gabil PHC
South Garo Hills	22.	Siju PHC	Siju PHC

6.2 The financial agreement at the cost of management of the PHCs/CHCs is as follows:

- a) Mawlong PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- b) Mawsahew PHC @ Rs. 3, 25,000 per month and @ Rs. 39, 00,000 per annum.
- c) Jatah PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- d) Dangar PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- e) Ichamati CHC @ Rs. 5,50,000 per month and @ Rs. 66,00,000 per annum.
- f) Nongkhlaw CHC @ Rs. 5,50,000 per month and @ Rs. 66,00,000 per annum.
- g) Kynrud PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- h) Myriaw PHC @ Rs. 3, 25,000 per month and @ Rs. 39, 00,000 per annum.
- i) Aradonga PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- j) Maweit PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- k) Saipung PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- l) Umkiang PHC @ Rs. 4,00,000 per month and @ Rs 48, 00, 000 per annum.
- m) Barato PHC @ Rs. 4,00,000 per month and @ Rs 48, 00, 000 per annum.
- n) Sahsniang PHC @ Rs. 4,00,000 per month and @ Rs 48, 00, 000 per annum.
- o) Umtraï PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- p) Jirang St. Dispensary @ Rs. 3,25, 000 per month and @ Rs. 39, 00, 000 per annum.
- q) Warmawsaw PHC @ Rs. 4,00,000 per month and @ Rs. 48, 00, 000 per annum.
- r) Babadam PHC @ Rs. 4,00,000 per month and @ Rs 48, 00, 000 per annum.
- s) Salmanpara PHC @ Rs. 4,00,000 per month and @ Rs 48, 00, 000 per annum.
- t) Wageasi PHC @ Rs. 4,00,000 per month and @ Rs 48, 00, 000 per annum.
- u) Gabil PHC @ Rs. 4,00,000 per month and @ Rs 48, 00, 000 per annum.
- v) Siju PHC @ Rs. 4,00,000 per month and @ Rs 48, 00, 000 per annum.


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Coordinator
Program & Admin.
Karmas Trust AHE

6.3 NGO agrees and abides that operationalization of the PHC and CHC, as per committed terms and condition.

6.4. Project commencement and duration

The duration of the project will be three years. However, in case the State Government or the Agency desire to terminate the project before the expiry of the said period, a notice period of three months will be given to the other Party. The period of three years will be calculated from the date of physically handing over to the Agency on different dates depending on the field level situation and the preparedness of the Agency to take over the PHC/CHC. However, the Agency must commence functioning of the PHC/CHC, within 2 months from the date of signing of the MoU.

6. Essential medicines for SC/PHC/CHC as per the updated Essential Drug List.

7. The Agency shall be responsible to provide, interalia, the following services

- a) 24 hours Emergency/Casualty Services.
- b) OPD services for six days per week as per the timing specified by the State Government.
- c) 10 Bed inpatient facilities.
- d) 24 hrs labour room and emergency basic obstetrics facility.
- e) Minor Operation Theatre or treatment Procedure Facility.
- f) 24 hrs Ambulance Facility.
- g) Make available essential medicines as per the details at Schedule (C) to the MoU. The state government would be encouraged to keep in stock such additional medicines as are found necessary after assessing the field situation.
- h) Participation in and implementation of national Programs of the National Health Mission. Outreach/IEC activities by conducting medical camps.

8. Manpower: to provide the services as described in Para 8 above. Any changes in the above pattern would be effected with the approval of the State Government.

8.1. Primary Health Centre manpower (minimum as per the IPHS norms)


8.2. Sub Health Centre manpower (as per IPHS norms)

8.3. The personnel engaged by the Agency will possess the required qualifications which will be intimated by the Government to the Agency. The personnel engaged by the Agency will be the sole responsibility of the Agency and would have no claim at any time whatsoever, by virtue of their contract with the Agency or for any other reason, for being absorbed into Government service at a later date.

9. The existing Sub Centres, under the jurisdiction of the PHCs, would be similarly handed over to the said Agency. The services provide by and through the Sub Centres will be as per the standard/normal guidelines and in conformity with the activities of the PHC.

10. The Agency will provide the Laboratory test facilities at the PHC level as described in clause-8 to the MoU.

11. The Agency will be providing all services free of cost. However, if recommended by the PHC Management Committee and approved by the Government, user charges could be considered from the rich sections of the population. Any such charges collected would be used only for the improvement of the PHC.


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12. Funding.

13.1. The Agency will receive funds from the Government, towards meeting the cost of Personnel, Administrative Charges and other management expenditure, including contingencies.

13.2. Drugs, Medicines, Reagents, Surgical Material, Health Care Consumables, Civil Works, Furniture, Equipments to the extent and as per details at clause-7, Schedule (C) to this MoU will be supplied by the state government/or may be procured by information and/or approval from the Govt. as far as practicable..

13.3. The Agency would meet from its own sources no less than 10% from its sources towards Project Cost.

13.4. The disbursement/release of funds by the State Government to the Agency would be in quarterly installments every year, exactly the procedure of government fund and for the current financial year, funds will be released as per mutually agreed schedule after signing of the MoU.

13. Audit and Accounting

13.1. Each PHC or CHC as per clause 5, Schedule-(A) (which also includes the Sub centres under its jurisdiction) will be treated as an independent and separate Accounts will be maintained for each PHC or CHC. A Statement of Expenditure (SOE) and Utilization Certificate (UC) duly certified by a Chartered Accountant will be furnished by the Agency to the State Government on half yearly basis. For the months April-September, the SOE/UC will be given by 31st October and for the months October-March, by 30th April every year. In addition annual audit of the PHC or CHC accounts would be undertaken through a qualified Chartered Accountant and the audit report and accounts for the year would be furnished to the Government by 31st May of the succeeding year.

13.2. The State Government reserves its right to get a special audit conducted of accounts of the PHC/CHC after giving at least 30 days notice to the Agency.

13.3. Coordination with National/NHM Program

As per activity under the said National /NHM Programs conducted by the State Government.

14. Performance Monitoring and Standards of Service.


14.1. The performance of the Agency will be monitored largely on the basis of output based indicators, a list (not exhaustive) of which is at clause 16 to this MoU. These indicators and performance standards can be suitably expanded and/or modified after mutual consultation and in the interest of better service delivery to the general public.

14.2. The indicators and standards specified in this MoU for the health delivery expected from the Agency are the minimum standards. The Agency would be encouraged to serve as a role model and to provide services at a much higher standard.

15. Review and monitoring structure

15.1. A PHC management committee will remain as Rogi Kalyan Samiti (RKS) already constituted comprising 4 representatives of the Agency and more than three representatives from the Community in the Area, out of which, one will be a lady. Such other officers, as required and necessary (for example, Child Development Project Officer) can also be special invitees to the said Committee. The Committee would meet at least once, every two months and will be responsible for guiding/monitoring the project. It will address local issues and problems as are normally expected from such a Committee. The PHC management committee can also function as the Rogi Kalyan Samiti.

15.2. At the State level, a steering committee chaired by the Commissioner and Secretary (Health) along with suitable representation from all stake holders including the Agencies, Central Government representative and other state government departments will be formed. This state level steering committee will meet at least once, every 3-4 months. It will review the work done at the PHCs, suggest suitable improvements and mid course corrections, and resolve the difficulties faced by the Agency in running of the PHCs.


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16. Records and Reporting

16.1. The Agency will maintain a record of proceedings of the meetings of the PHC Management Committee. Government may authorize officers to conduct inspections at the PHC. The Agency should maintain Visitor Book where authorized Government functionaries can record their views/suggestions after conducting an inspection.

17. Standards of hygiene and health safety

17.1. The Agency will maintain and run the PHC in a hygienic manner conforming the standard norms of health safety. Auto destructive syringes will be used for immunization. Autoclaved glass syringes and disposable needles will be used for other injections. The hospital waste will be disposed of in conformity with the recognized and acceptable norms as specified by the State Pollution Control Board from time to time.

17.2. The Agency will be duty bound to assist the Government for controlling any epidemic or medical emergency in the area.

18. Procurement of drugs and consumables

The procurement of drugs/consumables will be made by the Government for quality drugs of generic nature. Proprietary/ branded drugs may be procured, in exceptional cases, and from within the State Government approved list, as per the norms, or otherwise, the agency may procure as per the specific patient need in course of experience, but, prior information and/or approval from the Government as far as practicable and due care should be taken by the Agency to use the drugs/consumables within the expiry dates.

19. Asset Creation

Any assets created at the PHCs from other sources of funds or funds collected from the community will be the property of the State Government, as such, after the project duration is over. Assets created by the Agency from its own funds will remain the property of the Agency and can be disposed by the Agency after the expiry of the Project, as per its own policy.

20. National Programmes

The Agency will be a part of the Health Delivery System of the State. Accordingly, the various National Programmes of Health & Family Welfare in the area assigned to the Agency will be implemented by the Agency in coordination with the existing field staff specifically appointed by the State Government for implementing such programmes. Apart from implementing all National Programmes and campaigns (such as Pulse Polio Immunization, Cancer detection, Immunization camps etc.) the Agency will also undertake outreach activities by conducting camps etc. any drugs/equipment/vaccine made available by the Central Government under any National Programme for use at PHCs will also be given to the Agency run PHC at par with other Government run PHCs.

21. Specialized expensive treatment


Patients requiring expensive and specialized treatment not normally expected at the PHC level will be referred to the District Hospital/General Hospital.

22. Medico legal cases and Post mortem examination

The District Medical and Health Officer, or its official authorized representative will be responsible for medico legal cases and shall conduct Post Mortem examination.

23. Evaluation

The Government would evaluate the success of the project in providing improved health services to the people. Evaluation will also facilitate identification of intervention areas for removal of difficulties. For this purpose, external evaluation can be done after a period 6 months of the commencement of the project. Concurrent evaluation would also be permissible after completion of one year of the project life. The Agency will also be encouraged to undertake internal evaluation.


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24. Dental/AYUSH/Ophthalmic Doctors

If assigned PHC to the Agency has already Government Dental/AYUSH Doctors or Ophthalmic doctors/Assistants, the said Government Personnel will continue to discharge their functions at the PHC unless the State Government decides to withdraw the said Personnel. However, the overall management of the PHC will remain with the Agency.

25. Dispute Resolution and Court Jurisdiction.

25.1. Any dispute or differences of interpretation between the Government and the Agency vis-a-vis this MoU will be taken up with the Commissioner and Secretary (Health), Government of Meghalaya for resolution. In case the resolution is not possible this will be taken up by the Chief Secretary, Government of Meghalaya whose decision shall be final and binding on both the parties.

25.2. For the purpose of this MoU, the jurisdiction will be of local courts and local laws as applicable in the State of Meghalaya.

26. Miscellaneous

26.1. The Agency will not indulge in promote or encourage any religious or political activity. The Agency should be sensitive to the local sensibilities and the tribal culture. It is presumed that the Agency will undertake only lawful activities.

26.2. The Agency will not be permitted to further sub-contract or engage other NGO(s)/Organization(s) for performing in full or in part any of the activities expected from the Agency as per this MoU.

26.3. The Government reserves its right to give directions to the Agency, in public interest regarding the management and operation of the PHC or for any other matter related to the PHC.


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