Memorandum of Understanding
National Tuberculosis Elimination Programme

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

This MOU is executed in between the **Kolhapur Municipal Corporation, TB Control Society Kolhapur , having its office 1st Floor, Eagle Pride, Mirajkar Tikti, Mangalwar Peth, Kolhapur -416012** acting through its Secretary – City TB Officer (Hereinafter called "the Grantor, which expression shall unless exclude by or repugnant to the context include its successors in-interest, executors, administrators and legal representatives) And **Dr D Y Patil Medical Colloge Hospital & Research Institute Kadamwadi, Kolhapur** hence forth referred to as PPP Partner, having its office at **Kadamwadi, Kolhapur** acting through its(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. PPP-Diagnostic-EPTB (Adult) and Pediatric TB Patients

Through the Grantee _____AND WHEREAS the Grantor has agreed to engage the services of the Grantee, subject to terms and as hereunder.

1. The activities would be implemented in the District of **KOLHAPUR MC**, in the State of **Maharashtra** for performance of the following activities in accordance with NTEP policy;

2. Project Location

The PPP Partner would be providing the services as specified above at the following location/ (s) as decided in consultation with concerned CTO .

Collection of Respiratory (excluding Sputum) And Extra Pulmonary Specimen

a. Urban/ Rural : Urban
b. District/ TU/ Block/ (s) : KOLHAPUR MC
c. Population Covered : 6.40 Lakh

3. 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 **01/04/2023 to 31/03/2024** or the day of the starting the activity / function whichever is later. Contract will normally be signed for a period of three year, renewable every year as per the needs of the programme, subject to satisfactory performance. 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 Kolhapur Municipal Corporation, TB Control Society, Kolhapur shall

i. Provide financial and material support to the NGO/ PP for carrying out the activities as mentioned in the partnership guideline.

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 the partnership guideline

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 District Health Society NTEP, KOLHAPUR MC on Monthly/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

v. Get commodity assistance as per guideline.

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.

- Recruit adequate personnel.
- Undergo training if required and adhere to NTEP guidelines.
- Maintain records and reports as given by NTEP guidelines.

Preparation & Examination, Reports.

- Service provider should attend all meeting organized by District TB office.
- Provide services free of cost to patients and ensure their privacy and confidentiality.
- Ensure on-time delivery of test results and report to City Tuberculosis Center and Respective Units
- Maintain specimen transportation record and getting it signed every day from a representative of NTEP(District TB Office KOLHAPUR MC).
- Ensure availability of specialists, adequate infrastructure, equipment ,consumables for required procedure.
- Specimen collection and packing of specimen as per NTEP guidelines.
- Ensure appropriate facility to store specimen as per NTEP guidelines in case ofdelays inTransport.

5. Grant-in-Aid

6. Fund shall be released by the respective health society in the name of the NGO/Private Provider/ PPP Partner for Monthly, within 30 days of the satisfactory completion activities and submission of required documents. For CT Scan Rs. 1200/- MRI Brain Plain 3000/-, MRI Brain Contrast 5000/-, MRI Spine 4000/-, USG guided ascetic Tap 2000/-, Abscess drainage (Rates of procedure can be differed as per site of abscess and condition of patients – 4000/-, FNAC (Needle) 1000/-, USG full abdomen- 950/-, USG neck-950/-, USG guided biopsy- 3500/-, Lymph node biopsy (Rates of procedure can be differed as per site of abscess and condition of Patients) Rs 5000/-

Grievance Redressal Mechanism

All grievances will be addressed within a period of thirty days by CTO of the concerned district. Final decision will rest with Corporation Integrated Health and family Welfare Society (TB) KOLHAPUR MC. Annual review would be a platform for addressing grievance of PPM partners.

7. 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

8. 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 KOLHAPUR MC Maharashtra; any suit or application for enforcement of the above shall be filed in the competent court at KOLHAPUR MC and no other district of Maharashtra or outside Maharashtra shall have any Jurisdiction in the matter.

9. 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 misutilised 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 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.

10. Necessary approval of State Health Society has been obtained:

Yes/ No/ Not applicable.

18/9/23

City TB Officer
TB Control Society
Kolhapur Municipal Corporation

Signature of CTO Signature of authorized signature (on behalf of the respective DHS)(on behalf of the NGO/ PP) SealSeal

Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

Dr. D. Y. Patil Medical College ★ Hospital & Research Institute ★ KADAMWADI, KOLHAPUR