



Government of Rajasthan
Directorate of Medical Health and Family Welfare Services,
Swasthya Bhawan, Tilak Marg, Jaipur

MOU for Management of URBAN RCH Centers

This Agreement is made on this the ----- day of -----
 ---2008....., district represented by the Chief Medical and Health Officer
 (CMHO) of district, hereinafter referred as "the FIRST PARTY" and -----
 --- a Non Governmental Organization (NGO) registered under the Societies
 registration Act of 1860 or The Indian Trusts Act of 1982 or Registered under
 Rajasthan Co-operative Societies Act of 1953 represented by its, namely -----
 -----and having its main office -----, in the district-----
 ----in the State of Rajasthan, hereinafter referred to as "the SECOND PARTY"

WHEREAS the Government of Rajasthan (GoR), in its endeavor to improve
 the health situation of the Urban poor population residing in the slums and peri
 slum areas of cities of Rajasthan along with quality improvement in the
 provision of basic health services, has decided to set up URBAN RCH centers
 in slum areas in selected cities.

AND WHEREAS with the aforesaid aim and objective, the Government of
 Rajasthan has authorized the First Party hitherto, to enter into this Agreement
 with the Second Party and has decided to hand over the URBAN RCH centers
 to the said Second Party, inter alia, on the following terms and conditions for
 the aforesaid purpose and the said Second Party has also agreed to enter into
 this Agreement in consideration of the fact that the said Second Party shall be
 able to render its services to the general public by providing the health care
 facilities and referral transport without making any profit out of such operation.

WHEREAS both the Party First and Second has agreed to give and receive a
 sum of Rs.11, 35,000/- (Rupees Eleven Lacs Thirty five Thousand Only)
 towards the cost of various activities to be undertaken on the following terms &
 conditions mentioned below.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. The duration of this MOU will be initially for one year starting from the
 date of receipt of first installment of the sum agreed from the First Party
 subject to further extension based on the quality of services and
 management.
2. The said URBAN RCH center shall at all times be owned by the

Government of Rajasthan represented by the First Party, and at no point of time the Second Party shall deny or dispute the right, title and interest or ownership over and in respect of the said center of the Government of Rajasthan as handed over to the Second Party. The NGOs/ CSOs/ Trusts will not be permitted to undertake any extra activities without the written approval of the CMHO of the concerned district (First Party).

3. Simultaneously with the execution of this Agreement, the First Party shall give financial support to run the URBAN RCH center and returnable furniture and equipments, as more particularly mentioned and described in the Table 1 of this Agreement, hereunder written and hereinafter referred to as “the said URBAN RCH center “ which the Second Party has duly received, on the terms and conditions contained in subsequent clauses.
4. The embossing on the board of the URBAN RCH centers shall be read as follows “National Rural Health Mission, Urban Health Centre, Place.....” The NGOs/CSOs/Trusts etc can display their name as “managed by “on one side of the board.
5. The said URBAN RCH center shall be exclusively utilized by the Second Party for providing primary health care and referral services to the patients within the identified slum areas of the city.
6. Timings of the URBAN RCH centre should be such that health services can be made available to the target population at a time convenient to them. It is recommended that UHCs operate for 8 hours i.e. 9:30 am to 5:30 pm .
7. The said second party is to seek suitable place for accommodation for establishing new Urban RCH Centres. The rented place should be sought keeping in mind provision of space for services, office, minor OTs, Lab and storeroom for equipments etc. besides patient waiting area. The renting of place shall be done in concurrence of concerned CMHO (First Party) as per P.W.D approval rent.
8. The type and details of the health services shall be provided to the Urban Poor at the Urban Health Centre:

The I Tier Health Centre will provide only the outdoor services. The complicated referral cases and indoor services will be available only at the II Tier viz. Referral Institutions. The details of the services provided under I Tier Health Centre are mentioned below:

≈ I Tier Health Centre:

Antenatal care (urine and blood testing, TT immunization, IFA supplements, nutrition counseling, early registration, weighing, blood pressure, position of the baby, check against danger signals and identification of high-risk pregnancies, Referral for Institutional deliveries)

Postnatal care, Referral for institutional deliveries,
 Child Health services including Immunization,
 Services under national Programmes like DOTS, NMCP Etc,
 Family planning including IUD, NSV & referral for terminal methods Lab services

Treatment of minor ailments including RTI/STI
 Depot holder services for contraceptive and ORS, Promoters/Education and help
 ANMs for outreach services through social community/link volunteers.
 Referrals to be undertaken at the nearest public sector health facility.

9. For treatment of patients and for referral, under no circumstance(s), the Second Party cannot receive the user charges.
10. The Urban RCH Centre shall keep separate and up to date information for each services of the primary health care services.
11. Baseline survey of the area will be conducted by the party as per Community needs assessment parameters and it will be computerized and compiled for future monitoring.
12. Expected Outcome: Increase in the coverage of the Fully Immunised Children by 25% after 6 months of starting the Programme and by 50% by the one year of service in selected slum as specified.
13. The Second Party shall engage qualified doctors and other staff as mentioned below for URBAN RCH center as per directions of DHS and funds for wages etc. shall be released by the CMHO. The second Party will train the staff for the aforesaid purpose.

Details of Staff Structure

Table- 1

I. Category of Personnel (Each health center)	No. of post Sanctioned	Monthly Exp.	Annual Exp.
Medical Officer, General Physician (Preferably Female)	1	8000/- pm	96000
LHV (Staff Nurse)	1	6,500/- pm	78000
Nurse II grade	1	4,500/- pm	54000
ANMs	4	3,500/- pm	168000
Laboratory Technician	1	3,500/- pm	42000
Class IV	1	2,500/-pm	30000
Safai Karamchhari (part time)	1	1,000/- pm	12000

II. Electrical, Water, Building Charges etc. including rent of the Centre		10,000/- pm	120000
III. Drugs		30,000/- pm	360000
IV. Training		8,00 per month	10000
V. IEC materials		2,000/- per month	25000
VI. Office Expenses		1,500/- pm	20000
Total			1015000

Note: On total expenditure, 5% of the administrative expense will be admissible to the NGOs.

Equipment & Furniture

Equipments		Non recurrent	70,000/-
Furniture		Non recurrent	50,000/-
GRAND TOTAL			1135000

14. All the operational costs and expenses for plying the said URBAN RCH center shall be borne by the First Party as mentioned in Table 1.
15. Drugs will be procured by the Department of Medical and Health Services for the Urban RCH Centre.
16. The Second Party shall have follow Govt. norms/rules as applicable in each Health Programme. Any other duties as may be mutually agreed upon.
17. The First Party shall have the right to issue a show-cause notice to the Second Party calling upon the Second Party as to why the said center shall not be taken possession of by the First Party as owner thereof and as to why the Agreement should not be terminated on the grounds of violation of this Agreement. The decision as may be taken by the First Party in this regard after considering the answer to such show cause notice shall be final and binding upon the Second Party.
18. This Agreement may be terminated by the First Party in case
 - (i) The URBAN RCH center is inoperative for more than one day in a month for any 3 consecutive months and no alternative arrangement has been made;
 - (ii) The health service has been unavailable for more than three times a month, excluding non-provision during permitted one day down time;
 - (iii) The Second Party is blacklisted by any Government or donor agency;
 - (iv) The Second Party fails to show adequate causes on two consecutive occasions for not complying with the Standard Operating Procedures;
 - (v) of non-compliance with statutory requirements;
 - (vi) of insolvency

- (vii) of criminal indictment of any office bearer of the Second Party.
 - (viii) of recurrent misconduct/dereliction of duty by any driver/attendant engaged by the Second Party.
 - (ix) of charging user charges.
 - (x) the center has been leased out or sub-contracted by the NGO/CBO/Trust etc to any individual or organization for operation under this scheme.
19. The DHS shall monitor the use of the URBAN RCH center to ensure that it is strictly used for providing health care only (annexure- III). In the event that it is found that the Second Party is using the center for any other purpose, the CMHO will intimate, who may terminate this agreement on account of such misuse and amount may be recovered as per P.D.R and other government procedures.
 20. Along with First Party, State Government Officials will monitor and review the functioning of the Urban Health Centre as and when required.
 21. The Party No.2 will submit monthly physical and financial report to Party No.1 regarding the activities done.
 22. All the administrative control on the programme will be of Party No.1 and Party No. 1 shall issue administrative directions to Party No. @ on a periodic basis, including participation in MCHN days.
 23. All Financial transactions will be undertaken through Demand Drafts/ Cheques/ E Transfer.
 24. The sum agreed Rs.11, 35,000/- (Rupees Eleven Lacs Thirty five Thousand Only) will be reimbursed by Party No. 1 to Party No.2 on a monthly basis as per the actual expenditure incurred. Second Party will produce actual bills every month for reimbursement to Party No.1.
 25. That in the event of any failure on the part of the party no.2 to abide any of the terms and conditions laid down or in the case of misuse or use for different purposes of the grant money the party No.1 will have the liberty to order the Party No 2 to repay the grants.
 26. The Second Party shall keep and maintain the URBAN RCH center in proper condition and shall have the obligation to hand over the center to the First Party in case of termination of this Agreement (or on expiry). Prior to such handover of the center, the Second Party shall ensure that the furniture, equipments, etc. are in proper condition, subject to normal wear and tear. In case of any damage (other than normal wear and tear) the Second Party shall pay the essential cost of repairs/ replacement to the First Party.
 27. In case this Agreement is terminated by the First Party on grounds of violation of agreed terms and conditions by the Second Party, the Second Party shall be

debarred by the Department of Medical, Health and Family Welfare, Government of Rajasthan from receiving any funds / grant from any scheme or programme run by Government of Rajasthan or any institution funded by the Government of Rajasthan, for a period of three years from the date of termination of agreement.

28. This Agreement shall be initially valid for a period of 1 year from the date of signing, subject to renewal on such terms and conditions and for such a period as may be mutually decided by both the parties, within the overall policy framework of the Government.

29. This Agreement shall be liable to termination upon one-month notice from either side.

Both the parties shall not assign, sublet or subcontract its rights or obligations under this Agreement or any part thereof without the prior written consent of the other party

In witness where as the parties here to have signed the agreement on the day and year print above written,

Signed by -----
On behalf of ----
As Second Party

Signed by -----
On behalf of Govt.
As First Party

In witness of
1. _____
2. _____

In witness of
1. _____
2. _____

12. NOTICES MISSING

Any dispute or difference which may arise between the parties or their representatives, with regard to the construction, meaning and effect of this agreement or an part thereof, or the rights and liabilities of the parties under this agreement shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration will be at Jaipur. The Jaipur Courts alone will have the exclusive jurisdiction to adjudicate upon the matter arising between the parties.

In witness of this agreement executed by or on behalf of the parties above names on the day and date mentioned above.

Signed and delivered by the within names.

(Authorized Signatory)
For and on behalf of
Govt. of Rajasthan
Date:
Place:

(Authorized Signatory)
For and on behalf of

Date:
Place:

Annexure- I

Detail of staff to be appointed by the NGO

Staffing Pattern per Urban Health center-		
Medical Officer ,General Physician (Pref female)	1	1
LHV (Staff Nurse)	1	
Nurse II grade	1	
ANMs	4	
Laboratory Technician	1	
Class IV	1	
Safai Karamchari (part time)	1	