

Memorandum of Understanding (MoU)

By
And
Between

BAPSA

And

BRAC, Bangladesh

Period: September 2017 to November, 2019



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Memorandum of Understanding

Between

BAPSA

And

BRAC

This Memorandum of Understanding (MoU) is made by between

BAPSA, an entity located at House- 6/3, Block-D, Section-2, Mirpur, Dhaka 1216 Bangladesh delivering Reproductive Health Care Services & Prevention of Unsafe Abortion and Complicated Management; duly represented by its authorized representative Md Headayat Ullah Bhuiyan, Deputy Director, (hereinafter referred to as "BAPSA" called of the First Party.

And

BRAC, a non-governmental organization, having its registered office at BRAC Centre, 75 Mohakhali, Dhaka-1212, Bangladesh, registered under the Societies Registration Act XXI of 1860, duly represented by its authorized Director, BRAC Health, Nutrition and Population program (HNPP), Dr. Kaosar Afsana (hereinafter referred to as "BRAC, which expression unless excluded or otherwise, mean and include successors-in-interest, legal representatives, administrators, administrators, executors and permitted assigns called of the "Second Party"

BRAC and BAPSA are collectively referred to as the "Parties" and individually as the "Party".

AND WHEREAS, both parties are keen to develop collaborations for utilization of better quality services for patients, referred by the Second Party to the clinic of First Party in urban areas.

AND WHEREAS, both the parties agreed to enter into this agreement under the following terms and conditions:

1 BACKGROUND:

- a) **BAPSA:** BAPSA is a reputed national NGO delivering Reproductive Health Care Services & Prevention of Unsafe Abortion and Complicated Management.
- b) **BRAC:** BRAC is implementing healthcare services under its Health, Nutrition and Population Programme throughout Bangladesh reaching over 120 million populations to improve their health status which includes delivery of an integrated, community based essential service to urban slum populations, particularly women and children to improve maternal, neonatal and child health status.

Improving Health and Nutrition Status of Urban Extreme Poor in Bangladesh through Sustainable Health Service Provision is a three years program starting from December,



2016 to November 2019. The programme aims to establish and demonstrate an effective, comprehensive, integrated and sustainable health system to provide health, nutrition and population services to the urban extreme poor and poor by addressing the gaps in existing urban health services and its delivery system through working with the targeted City Corporations and Municipality, existing NGO/private health service providers, Ministry of Local Government (MoLDGRDC) and Ministry of Health and Family Welfare (MoHFW).

Both the Parties are keen to develop collaboration of a similar mission for utilization of quality services to patients referred by the second party (BRAC) to the first party

2 Scope of the MoU:

- 2.1 This MoU sets forth the general terms and conditions under which the Parties of this MoU will collaborate and cooperate with each other in areas of common interests in the community and facilities.
- 2.2 The Parties agree to make joint efforts and to maintain close working relationship to achieve the objectives for which this MoU has been brought into existence.

The second party will help to provide quality maternal health and child health service to urban extreme poor mothers and child organized and brought to the clinic from different location by the first party.

3 Responsibilities and Obligations

3.1 First Party:

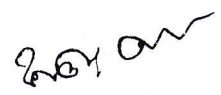
- 3.1.1 will provide Primary Health Care (PHC) services to the beneficiaries of BRAC under the project of **'Improving Health and Nutrition Status of Urban Extreme Poor in Bangladesh through Sustainable Health Service Provision'** in Dhaka North City Corporation, Dhaka South City Corporation, Chittagong City Corporation and Mymensingh Municipality.
- 3.1.2 will relocate their satellite clinics within working area considering the areas not covered by other service providers. If required they will organize special satellite clinics in those areas. BAPSA satellite clinics will provide their available PHC services to the beneficiaries with agreed reduce service fees by the both parties referred by Second party from the community. In this regard, BAPSA & BRAC will sit together and discuss about provider cost if it is outside the schedule satellite spot.
- 3.1.2 will provide all services available within clinic hour to the BRAC beneficiaries under these project areas.
- 3.1.3 will take necessary steps in expansion of at least three evening clinic in the working areas as per requirement of BRAC. BRAC will bear the partial service providers cost and related admin and other cost with the cost recovery model for 1st one year. In this regard, BRAC will give proposal to BAPSA than will decide how to provide services.
- 3.1.4 will provide primary health care services to the 'Shasthya Seba' Card holder and the family members of card holder.
- 3.1.5 will manage all records related to treatment in the 'Shasthya Seba' Card
- 3.1.6 will submit the bill along with all supporting documents to the Second Party within first 20 working days of each month.
- 3.1.7 will get from Second Party as services price (ref. number 4)

3.2 Second party:

- 3.1.1 will provide 'Shasthya Seba' Card to the selected beneficiaries to access the services
- 3.1.2 The 'Shasthya Seba' Card will cover only family members of the Card holder.
- 3.1.3 The second party will help to provide quality maternal health and child health service to urban extreme poor mothers and child organized and bring to the clinic from different location of the first party
- 3.1.4 The beneficiary will show the 'Shasthya Seba' Card to the BAPSA service provider before taking the services
- 3.1.5 will pay all service fee to BAPSA as per bellow list of pricing after receiving bill from BAPSA
- 3.1.6 will provide capacity building training to BAPSA health service providers to incorporate additional services to develop master trainers. Master trainers will further convey the training internally for 1 year.
- 3.1.7 BRAC will facilitate for referring the complicated cases ANC, birth complications, prolonged and obstructed labor and puerperal infections, child patient (Specify like Maternal care) to BAPSA for quality services.
- 3.1.8 If Blood is needed for blood transfusion, BAPSA will collect blood from authorized centers having MOU with BAPSA. BRAC will pay the actual price of blood including transfusion set.

4 Service Packages and Pricing:

Sl No	Name of services	Cost of services
1	Doctor consultation	-200/-
2	Antenatal Care (ANC)	40
3	Normal Delivery	2000
4	C/S	10000
5	Normal Delivery (with episiotomy if needed)	2000
6	MR	800
7	Post Abortion Care with para cervical block	2500
8	Post Abortion Care with GA	3000
9	Post MR counseling	free
10	Comprehensive ANC	1200
11	Postnatal Care (PNC)	40
12	Neonatal Care	40
13	Reproductive Health Care (consultation)	40
14	Adolescent Health care (consultation)	40
15	Family Planning (consultation)	free
16	Child Health Care	50
17	Communicable Diseases (RTI, STD)	50
18	Non Communicable Diseases Control (consultation)	free





19 Investigation		
A	Maternity check up	90
B	CBC/HB%	115
C	Blood grouping	60
D	Urine/RE	35
E	RBS	60

Note: Comprehensive ANC includes the following:

- a Registration with routine checkup- BDT 20
- b Blood group (Primi& if Blood grouping report / evidence was not available)- BDT 60
- c Hb%- BDT115
- d Urine R/M/E- BDT 35
- e RBS- BDT 60
- f HBsAg- BDT 170
- g VDRL- BDT 80
- h. Ultra Sonogram- BDT 500

5 Referral & Ambulance Service:

Complicated cases, if not manageable in First Party's facility, will be referred to Government's tertiary facilities or any other tertiary level hospital. The transport service, if BAPSA provided ambulance if functional and available, will be provided by First Party and all other expenditure will be borne by beneficiaries of Second Party. The Second Party may request for ambulance service, if required, for any referral from different locations to First Party's maternity.

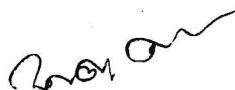
6 Implementation Procedure:

The partners are committed to resolve conflict if any, with mutual and cordial understanding at the most appropriate level. To avoid conflict, emergency meeting will be arranged as needed besides regular quiet meetings to discuss about ongoing issues and problem. Either party will have the right to unilaterally change all or any of its representatives from BAPSA at any time.

7 Force Majeure:

This MoU is subject to Force Majeure, which as used in this MoU shall mean any unforeseeable circumstance or circumstances beyond the Parties' control, such as but not limited to accidents, natural disasters, weather conditions, armed conflicts, strikes, inability to secure labor, restrictions imposed by a government of government agency, or any other delays beyond the control of the Parties. If performance is prevented by any cause of Force







Majeure, this MoU shall be void without penalty to either Party for any such performance not delivered

8 Mode of Payment:

- 8.1 The first party (BAPSA) will provide all bills including VAT and TAX with all necessary documents to BRAC including a top sheet for each month (within first 20 working days).
- 8.1 Upon receiving all bills the second party (BRAC) will make the payment to the first party (BAPSA) through account payee bank cheque to the respective clinic monthly basis.

9 Reporting:

- 9.1 Respective BAPSA clinic will send a monthly report to the BRAC as per prescribed format.
- 9.2 BRAC will compile a monthly report and send to the BAPSA head office.

10 Contact Person:

Md. Headayeat Ullah Bhuiyan, Deputy Director, BAPSA
Email: hadayeatullah@yahoo.com
Tel: 01711006735

Dr. Mahfuza Rifat PhD, Programme Head, BRAC Health, Nutrition & Population Programme
Email: rifat.m@brac.net
Tel: 01711038373

11 Notices and Approval

All formal notices and requests for approval required under this Agreement shall be signed by the authorized representative as mentioned above and sent by hand with proper acknowledgment with receipt copy or registered post to their respective addresses.

12 Termination

The Parties may terminate this MoU in whole or in part at any time upon sixty (60) days written notice to the either party. At the breach of any of the terms and conditions of this Agreement, both the Parties of this Agreement may terminate the Agreement with immediate effect. In the event of termination, BRAC will only pay costs expended or legally committed – Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.



13 Assignment:

BAPSA shall not, without the prior written agreement of MoU, assign or transfer, or cause to be assigned or transferred, its obligations set forth herein to any third party.

14 Duration

The agreement will be in force from 01/09/2017 to 30/11/2019. This may be renewed for such further terms and in such terms and conditions as the parties may agree in writing. After the completion of this MoU, both parties can review the operational charges, if necessary. This MoU may be amended in writing as per the need of the parties.

15 Modifications

This instrument contains the entire agreement between the parties. No statement, promises, or in documents made by either Party or agent of either Party that are not contained in this MoU shall be valid or binding and this MoU may not be enlarged, modified, or altered for any purpose except in writing signed by the parties.

16 Partnership or Agency

Nothing in this MoU shall create any partnership, joint venture, or relationship of principal and agent between the Parties.

17 Confidentiality

The parties to this agreement shall maintain strict confidentiality of all information related to the organization or the company, especially the personal information/ data of the candidates and shall not disclose or make available the material to any third parties without first acquiring written consent from the disclosing party, till the period that this Agreement remains in force.

18 Governing Law

This MoU shall be governed by and construed in accordance with the laws of Bangladesh, and shall be subject to the exclusive jurisdiction of the courts of Bangladesh. In the event of a dispute, both parties shall settle the disputes in an amicable manner. If the parties fail to resolve the dispute amicably, then it shall be finally settled in accordance through Arbitration. The seat of Arbitration shall be Dhaka and the language of Arbitration shall be English.




WITNESS WHEREOF, the undersigned do hereby agree to the terms and conditions of this MOU on the date indicated below

ACCEPTED FOR
BAPSA



Dr. Altaf Hossain
Executive Director
BAPSA
Date 27-09-17

Witness

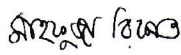

Md. Hadayat Ullah Bhuiyan
Deputy Director (Research & Training)
BAPSA
Date 27-09-17

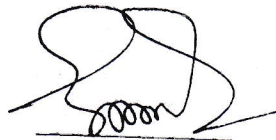
ACCEPTED FOR
BRAC



Dr. Kaosar Afsana
Director
Health, Nutrition & Population Programme
BRAC
Date

Witness


Dr. Mahfuza Rifat
Program Head
Health, Nutrition &
Population Programme
BRAC
Date



Emranul Haq
Consortium Manager, Concern Worldwide