

Annexure – A

(Ref. D.O. letter No 7/48/2020-NHM-I
dated 1st November, 2021 of AS&MD)

DRAFT Memorandum of Understanding (MOU)

FOR IMPLEMENTATION OF

the PM-Ayushman Bharat Health Infrastructure Mission

BETWEEN

the Ministry of Health & Family Welfare (MoHFW)

&

THE STATES/ UTs

1. Preamble

1.1 WHEREAS the PM-Ayushman Bharat Health Infrastructure Mission, has been approved by the Union Cabinet in September 2021 **and launched in October 2021**, to be implemented over a period of five until FY 2025- 2026 from FY 21-22, is a Centrally Sponsored Scheme with some Central Sector Components, and aims at supporting the States and UTs to develop a robust health system to respond to future pandemics, consistent with the outcomes envisioned in the Sustainable Development Goals (SDG)-3 indicators falling within the health domain and general principles laid down in the National and State policies, including the National Health Policy, 2017.

1.2 AND WHEREAS the key objective of the PM-Ayushman Bharat Health Infrastructure Mission would be to develop a Public Health System to meet the needs of future pandemics by integrating essential public health functions and service delivery with the objective to strengthen grass roots public health institutions in rural and urban areas, to deliver universal comprehensive primary health care, including surveillance, active community engagement and improved risk communication, health education and prevention and to strengthen public health institutions and public health

governance capacities to meet challenges posed by the current and future pandemics/epidemics with capacities for comprehensive diagnostic and treatment including for critical care services.

1.3 And whereas the Operational Guidelines for implementation of the PM-Ayushman Bharat Health Infrastructure Mission provide for the MOU to be signed between the MOHFW for such a participating State/UT for which the state's share of funds, commensurate to the central share of funds, is applicable;

1.4 And whereas, the state share is applicable to the participating state/UT of **Assam**;

NOW THEREFORE, the MOHFW and the State/UT Government/Administration of **Assam**, being signatory to this MoU, hereby enter into this MOU and thereby commit to work together for implementation of the PM-Ayushman Bharat Health Infrastructure Mission and have agreed as set out herein below –

2. Duration of the MoU

This MoU¹ will be operative with effect from 1st November 2021 or the date of its signing by the parties concerned whichever is earlier and will remain in force till 31st March 2026 or till its renewal through mutual agreement or till extension of PM-Ayushman Bharat Health Infrastructure Mission, by the Government of India, whichever is later.

3. Resource Envelop and Deliverables:

3.1 The component-wise agreed outlay for the PM-Ayushman Bharat Health Infrastructure Mission for the Scheme period (from 2021-22 to 2025-26), with details of sources for the funding, is reflected in the Annexure 1A.

3.2 The component-wise agreed outlay for the PM-Ayushman Bharat Health Infrastructure Mission for the Scheme period (from 2021-22 to 2025-26) with details of heads of expenditure, i.e. capital and recurring, is reflected in the Annexure 1B.

3.3 The component-wise and financial year-wise agreed deliverables for the PM-Ayushman Bharat Health Infrastructure Mission, for the Scheme period (from 2021-22 to 2025-26), are reflected in the Annexure 2.

4. Overarching principles:

4.1 PM-Ayushman Bharat Health Infrastructure Mission is a Centrally Sponsored Scheme (CSS), with few Central Sector Components. The CSS components of the PM-Ayushman Bharat Health Infrastructure Mission will be implemented by following the existing Framework, institutions and mechanisms of the National Health Mission. For the CSS components, the PM-Ayushman Bharat Health Infrastructure Mission would leverage the existing National Health Mission (NHM) structure available at central and State levels for appraisal, approval, implementation and monitoring.

4.2 State Health Society, established under National Health Mission (NHM), will be the implementing agency at the State level and shall play a pivotal role in planning for the PM-Ayushman Bharat Health Infrastructure Mission. Similarly, at the district level, the District Health Society, headed by the District Collector, will play a crucial role in not only planning as per the guidelines and also, for effective implementation and robust monitoring of the units of various components under PM-Ayushman Bharat Health Infrastructure Mission, under the overall supervision of the District Collector.

4.3 Institutional arrangements and Funds releases will be as per Operational Guidelines of the implementation of the PM-Ayushman Bharat Health Infrastructure Mission dated 25th October 2021, as revised by the MOHFW, from time to time, in consultation with stakeholders.

4.4 The Guiding Principles set out in para 2.1 of the Operational Guidelines of the implementation of the PM-Ayushman Bharat Health Infrastructure Mission dated 25th October 2021, shall be followed.

4.5 For the three components, namely, Infrastructure support to rural Health and Wellness Centres / Building-less Sub Health Centres in Rural Areas, Block Public Health Units (BPHUs) and Urban Health and Wellness Centres (Urban HWCs), will utilize the resources of FC-XV Health Grants through Local Governments in the respective States, the mechanism for planning, implementation, and monitoring shall be synergized as per the Technical and Operational Guidelines for the implementation of FC-XV Health Grants through Local Governments dated 31st August 2021, by the State.

4.6 A common Indicator framework and Output Outcome Framework would be prepared encompassing all the components of PM-Ayushman Bharat Health Infrastructure Mission for providing a common results framework and communicated to the state.

The signatories shall take all necessary measures for achievement of the Outputs and Outcomes so set out, in the prescribed timeframe.

4.7 Any necessary addition or modification in any of the clauses or Annexures of this MOU shall be made only with mutual agreement and shall be recorded in writing. Such additions or modifications shall be appended to this MOU.

5. Government of India Commitments:

5.1 Release of funds in accordance with the approved funding pattern and budget, compliance to agreed performance indicators, within an agreed time. However, the funds committed through this MoU may be enhanced or reduced, depending on the pace of implementation of the State's plans and achievement of the milestones relating to the agreed performance Indicators.

5.2 Facilitating multilateral and bilateral development partners to co-ordinate their assistance, monitoring and evaluation arrangements, data requirements and procurement rules etc. within the framework of an integrated State Health Plan.

5.3 Assisting the States in mobilizing technical assistance inputs.

5.4 Developing and disseminating protocols, standards, training modules and other such materials for improving implementation of the programme.

5.5 Consultation with States, on a regular basis, at least once a year, on the reform agenda and review of progress.

5.6 Prompt consideration and response to requests from states for policy, procedural and programmatic changes.

5.7 Holding joint annual reviews with the State, other linked Central Government Departments and participating Development Partners;

5.8 Dissemination of and discussion on any evaluations reports etc., that have a bearing on policy and have the potential to cause a change of policy.

6. State Government Commitments:

6.1 The State Government shall ensure that the funds made available to support the agreed State Plan under this MoU are used for financing the agreed State Plan approval in

accordance with agreed financing schedule and not used to substitute routine expenditures that are the responsibility of the State Government.

- 6.2 The State share shall be 40% in all States and UTs with legislature except for Jammu & Kashmir, Himachal Pradesh, Uttarakhand, North Eastern States where the State/UT contribution will be 10%.
- 6.3 The State shall ensure that the implementation of the programme/activities envisaged is as per the PM-Ayushman Bharat Health Infrastructure Mission guidelines provided by Ministry and other guidance as updated from time to time.
- 6.4 Representative of the MoHFW and/or development partners providing financial assistance under the MoU mechanism as may be duly authorized by the MoHFW from time to time, may undertake field visits to any part of the State and will have access to such information as may be necessary to make an assessment of the progress of the health sector in general and PM-Ayushman Bharat Health Infrastructure Mission in particular.
- 6.5 The accounts are maintained, and audit is conducted as per the rules and utilization certificates are submitted within the period stipulated under General Financial Rules (GFR), 2017. The State Governments shall comply to the financial guidelines issued to the states by the Financial Management Group established under National Health Mission by the Ministry of Health and Family Welfare. In addition, states shall have to follow State Finance Rules related to procurement and General Finance Rules in relation to furnishing of Utilization Certificate and other related Matters
- 6.6 State shall follow the extant instructions of the Central Government for fund releases under the Centrally Sponsored Schemes.
- 6.7 The State shall organize the audit of the PM-Ayushman Bharat Health Infrastructure Mission account of the State Health Society after close of every financial year. The State Government will prepare and provide to the MoHFW, a consolidated statement of expenditure, including the interest that may have accrued.
- 6.8 The funds provided for the PM-Ayushman Bharat Health Infrastructure Mission, including both central share, the state share and the XV FC Grants for Health Sector, shall also be liable to statutory audit by the Comptroller and Auditor General of India.

- 6.9 The State shall take prompt corrective action in the event of any discrepancies or deficiencies being pointed out in the audit. Every audit report and the report of action taken thereon shall be tabled in the next ensuing meeting of the Governing Body of the State Society. The State Government shall also table the audit report of the scheme in the house of State Legislative Assembly.
- 6.10 State shall endeavour to implement all the activities as indicated in the plan and take such other action as is needed to achieve the plan objectives.
- 6.11 State shall make effort in filling up vacant posts as per the agreed institutional reforms.
- 6.12 State agrees and commits to achieve all the key deliverables as set out in Annexure 2, for five years from FY 2021-22 till FY 2025-2026.
- 6.13 **Recruitment/Appointment of HR:**

6.13.1 Support for HR requirement for these components will be provided only up to the scheme period, i.e. up to FY 25-26 and after that, states would be responsible for maintaining the facilities including Human Resources. The State has **taken into consideration that the recurring HR expenditure will not be available beyond the scheme period.**

6.13.2 **The State commits that it shall create and fill up the regular posts in the required places, to manage and ensure that the assets created under the PM-Ayushman Bharat Health Infrastructure Mission are kept fully functional even beyond the scheme period.**

6.13.3 Under PM-Ayushman Bharat Health Infrastructure Mission, only contractual/outsourced Human Resource is permissible to be engaged. However, if the State Government appoints permanent human resources either on its own or by virtue of orders of Hon'ble Court, then the State Government shall be liable to maintain the same at its own cost, and the liability of the Central Government will strictly be only to the extent of agreed and approved PM-Ayushman Bharat Health Infrastructure Mission -Plan.

6.13.4 The State Health Society is responsible for appointment (contractual/conditional) employees, their transfers/termination of services, payment of wages, salary, remuneration, etc. There would be no

privity of contract between the Central Government and the employees appointed by the State Health Society.

6.14 State agrees for an annual review of both progress of the plan and of the institutional reforms, carried out by the State. This review would be integrated into the NHM's annual Common Review Mission, undertaken by a multi-disciplinary /multi -stakeholder team comprising of Central Government officials, public health experts, civil society representatives, other partners and stakeholders.

7. **Suspension :**

Non - compliance of the commitments and obligations set in the MOU and/or upon failure to make satisfactory progress may require Ministry of Health & Family Welfare to review the assistance committed through this MOU leading to suspension, reduction or cancellation thereof. The MoHFW commits to issue sufficient alert to the State Government before contemplating any such action.

Signed this ----- day of _____ (month) _____(year)2021

For and on behalf of

Government of Assam	Government of India Ministry of Health & Family Welfare
Addl. Chief Secretary / Principal Secretary / Secretary (HFW)	Joint Secretary (Policy), Ministry of Health & Family Welfare Government of India

Annexure-1 : Total Allocation under CSS components of PM-Ayushman Bharat Health Infrastructure Mission

for five years from FY 2021-22 for the State/UT of Assam

A. Component-wise fund allocation for five CSS components under PM-Ayushman Bharat Health Infrastructure Mission for five years from FY 21-22 to 25-26 (Central and State Share):

Sl.No.	CSS Component	No of Units approved for the State	Amount Sanctioned under PM-Ayushman Bharat Health Infrastructure Mission (In Rs Crores)			
			Central Share	State Share	15th FC Share	Total
1.	Construction of 'Building-less' SHCs towards Infrastructure support for AB-HWCs	847	360.00	40.00	70.72	470.32
2.	Urban Health and Wellness Centres	117	6.08	0.68	205.50	212.25
3.	Block Public Health Units	229	157.15	73.69	28.69	259.53
4.	District Integrated Public Health Labs	33	60.96	6.77	-	67.74
5.	Critical Care Blocks	27	724.04	80.45	-	804.49
5a.	100 Bedded Critical Care Blocks in District Hospitals	1	36.05	4.01	-	40.05
5b.	50 Bedded Critical Care Blocks in District Hospitals	22	602.50	66.94	-	669.44
5c.	50 Bedded Critical Care Blocks in Govt Medical Colleges	4	85.50	9.50	-	95.00
Grand Total Financial outlay to Assam			1308.24	201.58	304.91	1814.34

B. Component-wise fund allocation for five CSS components under PM-Ayushman Bharat Health Infrastructure Mission for five years from FY 21-22 to 25-26 (capital and recurring cost):

Sl.No.	CSS Component	No. of Units approved for the State	Amount Sanctioned under PM-Ayushman Bharat Health Infrastructure Mission (In Rs Crores)		
			Capital Cost	Recurring Cost	Total
1.	Construction of 'Building-less' SHCs towards Infrastructure support for AB-HWCs	847	470.32	-	470.32
2.	Urban Health and Wellness Centres	117	-	212.25	212.25
3.	Block Public Health Units	229	185.40	74.13	259.53
4.	District Integrated Public Health Labs	33	41.25	26.49	67.74
5.	Critical Care Blocks	27	657.55	146.94	804.49
5a.	100 Bedded Critical Care Blocks in District Hospitals	1	40.05	-	40.05
5b.	50 Bedded Critical Care Blocks in District Hospitals	22	522.50	146.94	669.44
5c.	50 Bedded Critical Care Blocks in Govt Medical Colleges	4	95.00	0.00	95.00
Grand Total Financial outlay to Assam			1354.52	459.82	1814.34

Annexure-2 : Component-wise physical deliverables envisaged under PM-Ayushman Bharat Health Infrastructure Mission for five years:

Components	2021-22	2022-23	2023-24	2024-25	2025-26	Total
	Units	Units	Units	Units	Units	Units
Construction of 'Building-less' SHCs towards Infrastructure support for AB-HWCs	384	384	25	26	28	847
Urban Health and Wellness Centres	11	28	50	77	117	117
Block Public Health Units	23	46	46	46	68	229
District Integrated Public Health Labs	3	7	7	7	9	33
100 Bedded Critical Care Blocks in District Hospitals	-	-	-	-	1	1
50 Bedded Critical Care Blocks in District Hospitals	2	4	4	4	8	22
50 Bedded Critical Care Blocks in Govt Medical Colleges	-	1	1	1	1	4
Total Critical Care Blocks	2	5	5	5	10	27