

#### ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಸೇವೆಗಳ ಆಯುಕ್ತಾಲಯ ಆನಂದರಾವ್ ವೃತ್ತ, ಬೆಂಗಳೂರು –50009. ದೂರವಾಣಿ ಸಂಖ್ಯೆ: 22354085

ಸಂಖ್ಯೆ:ಡಿಹೆಚ್ಎಸ್/OH(01)/2015-16

15-12-

ಇವರಗೆ.

Principal
355 Dental Collège & Hospital
My Sore - 570015

ಮಾನ್ಯರೇ,

ವಿಷಯ: ಓರಲ್ ಹೆಲ್ತ್ ಪಾಲಿಸಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ (MoU) ಕಳುಹಿಸುತ್ತಿರುವ ಬಗ್ಗೆ ಮತ್ತು ದಂತ ಭಾಗ್ಯ ಯೋಜನೆ ಅನುಷ್ಠಾನ ಮಾಡುವ ಬಗ್ಗೆ.

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ "ಓರಲ್ ಹೆಲ್ತ್ ಪಾಲಿಸಿ" (ದಂತ ಭಾಗ್ಯ ಯೋಜನೆ)ಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸಹಿಯಾಗಿರುವ MoU ನ ಒಂದು ಪ್ರತಿಯನ್ನು ಈ ಪತ್ರದೊಂದಿಗೆ ತಮ್ಮ ದಂತ ವೈದ್ಯಕೀಯ ಮಹಾ ವಿದ್ಯಾಲಯಕ್ಕೆ ಕಳುಹಿಸುತ್ತಿದ್ದೇವೆ. MoU ನಲ್ಲಿ ಸೂಚಿಸಿರುವಂತೆ ಪ್ರತಿ ದಂತ ವೈದ್ಯ ಕಾಲೇಜಿಗೆ ರೂ. 50,000/– ಹಣ ಈಗಾಗಲೇ RTGS/NEFT ಮೂಲಕ ಬಿಡುಗಡೆ ಮಾಡಲಾಗಿದೆ.

ಆದ್ದರಿಂದ ತಾವು ಕಾರ್ಯಕ್ರಮ ಅನುಷ್ಠಾನ ಮಾಡಲು ತಮ್ಮ ಕಾಲೇಜಿನಲ್ಲಿ ಓರ್ವ ದಂತ ವೈದ್ಯರನ್ನು ನೋಡಲ್ ಅಧಿಕಾರಿಯನ್ನಾಗಿ ನೇಮಕ ಮಾಡಿಕೊಂಡು ಅದರಂತೆ ಫಲಾನುಭವಿಗಳ (ಬಿ.ಪಿ.ಎಲ್ ಕಾರ್ಡ್ ಹೊಂದಿರುವ 60 ವರ್ಷ ಮೇಲ್ಪಟ್ಟ ಹಿರಿಯ ನಾಗರಿಕರು) ಬಿ.ಪಿ.ಎಲ್ ಕಾರ್ಡ್ನ ನಕಲು ಪ್ರತಿ ಪಡೆದು ಉಚಿತ ದಂತ ಪಂಕ್ತಿಗಳನ್ನು ನೀಡಲು ಜರೂರಾಗಿ ಸೂಕ್ತ ಕ್ರಮ ಕೈಗೊಳ್ಳಲು ಈ ಮೂಲಕ ಕೋರಲಾಗಿದೆ.

28/12/15 No. 1315

ತಮ್ಮ ನಂಬುಗೆಯ, –ಸಹಿ– ಆಯುಕ್ತರು ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಇಲಾಖೆ ಬೆಂಗಳೂರು.

ಪ್ರತಿಯನ್ನು ಮಾಹಿತಿಗಾಗಿ ಮತ್ತು ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ:
1.ಜಿಲ್ಲಾ ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣಾಧಿಕಾರಿಗಳು,\_\_\_\_\_\_

2.ಜಿಲ್ಲಾ ಶಸ್ತ್ರ ಚಿಕಿತ್ಸಕರು/ವೈದ್ಯಕೀಯ ಅಧೀಕ್ಷಕರು\_\_\_\_\_\_

HOSP, Sel.



# INDIA NON JUDICIAL Government of Karnataka

# e-Stamp

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Second Party

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JSS DENTAL COLLEGE AND HOSPITAL MYSORE

: Article 12 Bond

: AGREEMENT

: 0

(Zero)

: COMMISSIONERATE H F W AND A SERVICES GOVT OF KAR

: JSS DENTAL COLLEGE AND HOSPITAL MYSORE

: JSS DENTAL COLLEGE AND HOSPITAL MYSORE

: 200

(Two Hundred only)





-----Please write or type below this line-----

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on the ...... day of ...... by and

BETWEEN: Commissionerate, Health, Family Welfare and AYUSH Services, Government of Karnataka ————— whose headquarters are located at 3<sup>rd</sup> Floor, IPP Building, Directorate of Health & Family Welfare Services, Anand Rao Circle, Bangalore-560009 (herein referred to as 'The First Party).

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- 1 The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate

AND: Jagadguru Sri Shivarathreeshwara Dental College & Hospital (herein referred to as 'The Second Party') whose address is JSS Dental College & Hospital, Sri Shivarathreeshwara Nagara, Mysore 570015

WHEREAS Commissionerate, Health, Family Welfare and AYUSH Services, Government of Karnataka (GoK), is the Competent Authority at State level to implement various Programmes and Schemes of the Health & Family Welfare Department and shall implement the Oral Health Policy to provide complete dentures to the needy senior citizens (60 years and above) who live below poverty line and this part of the policy shall be herein called as "Danta Bhagya Yojane".

WHEREAS Jagadguru Sri Shivarathreeshwara Dental College & Hospital, located at Mysore established in the year 1986 has professional, academic and technical proficiency in implementing the scheme "Danta Bhagya Yojane" and henceforth has agreed to provide the technical support and treatment for providing the complete dentures to the needy senior citizens who live below poverty line.

AND WHEREAS Commissionerate, Health, Family Welfare and AYUSH Services, Government of Karnataka, and Jagadguru Sri Shivarathreeshwara Dental College & Hospital recognize the necessity to synergize and mutually co-operate to provide complete dentures to the needy senior citizens who live below poverty line in Karnataka and thereby to effectively implement the scheme of "Danta Bhagya Yojane" as part of the Oral Health Policy.

NOW THERFORE, this MoU hereby bestows the covenants in terms of certain roles and responsibilities for the parties for the smooth functioning of the "Danta Bhagya Yojane" and other schemes of Oral Health Policy as and when announced by the First Party.

# Responsibilities of Commissionerate, Health, Family Welfare and AYUSH Services, Government of Karnataka:

- Health & Family Welfare Department shall implement the scheme of Danta Bhagya Yojane" in 30 Districts of Karnataka through the Government and Private Dental Colleges of Karnataka.
- Eligibility criteria for identifying the beneficiaries, documentation process and records maintenance of beneficiary shall be made by the Health & Family Welfare Department.
- Health & Family Welfare Department shall pay an amount of Rs. 500 (Rupees Five Hundred Only) per complete denture to the Dental College which includes the cost of treatment plan, manpower, materials, technical services, and other incidental expenses.
- Health & Family Welfare Department shall provide the format for referral slips and monthly reports to all the concerned Institutions.
- The Medical Officer/Dental Officer working at any State-run Government Health Centre/Government Hospital shall authorize the beneficiaries to avail the benefits of

- the scheme after scrutinizing the necessary documents. This does not include the Health Centres/Hospitals run by the Central Government.
- The payments to the Colleges shall be made online directly into their bank accounts on a monthly basis.
- Health & Family Welfare Department shall train the ANM's/ASHA's/paramedical personnel within their jurisdictional District to identify, diagnose and refer the beneficiaries to the allotted Dental College.

# Responsibilities of the Dental College:

- Dental College shall conduct some dental outreach camps and refer the beneficiaries to the Dental College or conduct on-site treatment for complete dentures.
- 2. Dental College shall not charge any kind of additional fees such as OPD card charges or registration fees, etc. The scheme does not include the cost of drugs, medications and other incidental expenses related to the complete dentures. However, any beneficiary having a few remaining teeth indicated for total extraction or any other minor procedures indicated as treatment plan for insertion of complete dentures shall be free of cost including tooth extractions.
  - 3. Complete dentures shall be made using standard treatment procedures and materials.
  - 4. The Dental College shall not deny or delay treatment for the eligible beneficiaries of this scheme. However the beneficiaries can be allotted appointment on first-cum-first serve basis and preferably on fixed days of the month to avoid undue delay of treatment.
  - The Dental College shall treat the beneficiaries of this scheme as its own patient and take all necessary measures such as informed consent.
  - The Dental College shall submit their monthly reports to the District Health & Family Welfare Officer and Deputy Director (Medical) periodically as agreed by both the parties.

## The parties agree as follows:

- Term: The Project implementation will commence on 1<sup>st</sup> of July 2015. The term of this Memorandum of Understanding is for 5 years (five years) and may be extended subject to satisfactory performance and decision of the GoK).
- 2. Financial provisions and management of funds: All the payments for project activities will be paid directly to the Second party on a post-audit basis, by the State level office on submission of reports by the Second Party to the Deputy Director (Medical). An amount of Rs 50,000 will be released in advance to the Second Party for provision of 100 dentures. The second party will be eligible for subsequent advance payments after completion of 100 dentures. Reports should be submitted online every month in the prescribed format including pre & post photographs of the beneficiary.

- 3. The Second Party shall not make any changes without prior approval from the Commissioner, Health & Family Welfare Department, Government of Karnataka. Changes in the line item shall not alter the main purpose of the project and shall be done only to ensure smooth implementation of the agreed project goal.
- Statutory liabilities such as TDS (Tax deduction at Source), Professional Tax, etc will be the responsibility of the Member Secretary, Oral Health Policy, and the deductions will be made accordingly as applicable.
- 5. Visibility: The second party must take all necessary steps to publicize the fact that the Health and Family Welfare Department, Government of Karnataka, has financed the activities funded under this scheme. The Health and Family Welfare Department, Government of Karnataka, shall acknowledge the second party for its effort and technical support in implementing the project.
- Force Majeure: Neither party shall be responsible for any breach of contract due to a Force Majeure which is irresistible, unforeseeable and exterior.
- Assignment: This Memorandum of Understanding and the ensuing disbursement may not be transferred or assigned to a third party in any manner whatsoever without prior written consent from the Health & Family Welfare Department, Government of Karnataka.
- 8. Independent second party relationship: Nothing contained herein shall be construed to imply a joint venture, partnership, or employer and employee relationship between parties. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except as defined in this Memorandum of Understanding or as mutually agreed to under the terms of Memorandum of Understanding. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- Modifications, Amendments or waivers: No modifications or amendments to this
  Memorandum of Understanding nor the waiver of any provision shall be valid unless
  presented in writing and signed by duly authorized representatives of both the parties.
- 10. Applicable laws- Legal disputes: This Memorandum of Understanding shall be interpreted by, and construed in accordance with the laws of the Republic of India. All disputes, differences or questions between the parties with respect to any matter arising out of or relating to, but not limited to, the existence, validity, construction, performance and termination of this agreement which the parties cannot amicably settle shall be finally settled under the Rules of Arbitration, by one or more arbitrators appointed in accordance with said Rules. The arbitration shall take place in Bangalore

(India) and the arbitration proceedings shall be conducted in the English language under Indian law.

The arbitration award shall be final and binding upon the Parties and shall be enforceable in any court of competent jurisdiction, and the parties hereby waive any objections to or claims of immunity from jurisdiction and/or in respect of such enforcement.

- 11. Publicity: Both parties agree to consult each other in case of any requirement of publicity of the said project to the media or any other agency and act diligently in the best interest of the project.
- 12. Modification: Both the parties may modify this MoU based on a mutual understanding. Such understanding shall always be in writing, signed by both the parties.
- 13. Relationship: Nothing in this MoU shall constitute, create or give effect or recognize a joint venture, partnership or principal/agent relationship between the parties or a business entity of any kind. Neither party shall have the express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to blind the other party to any other contract, agreement or undertaking with any third party.
- 14. Confidentiality: The second party shall treat as confidential, during as well as after, the performance of any work under this Memorandum of Understanding, any information, including any personal information defined by the Health & Family Welfare Department, Government of Karnataka, to which the Second Party becomes privy as a result of acting under this Memorandum of Understanding. The Second Party shall not disclose any such information to any other person or party which is not participating in this Memorandum of Understanding in a form that could reasonably be expected to identify the person, including individuals, to whom such information relates.
- 15. Termination: This Memorandum of Understanding may be terminated, in whole or in part, by either party at any time upon 90 (ninety) days prior written notice of termination to the other party.
- 16. Upon termination of work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants or liabilities of whatsoever kind or nature in law or equity or otherwise arising out of or in connection with the Memorandum of Understanding by and between the Second Party and the Health & Family Welfare Department, Government of Karnataka.

- 17. Complete Memorandum of Understanding: This Memorandum of Understanding becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to the other party.
- 18. Notices: All notices and demands under this Memorandum of Understanding shall be made in writing and shall be communicated by e-mail or conventional mail to the mail address of the receiving party.
- 19. IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

(Seal & Signature preceded by hand-written "read and approved")

Principal/Dean

Principal

J.S.S. Dental College & Hospital Mysore-570015 7 Twastrad Commissioner 11 1215

Health, Family Welfare & AYUSH Services Government of Karnataka

Witness for:

Witness for:

D. Clambiles

Vacrabhadonswamy

superiordendend 358 Dental Correge of Hispidal.

Mysore



ಕಛೇರಿ: +91 80 2287 4039

+91 80 2235 4085

JSS DENTAL COLLEGE

ಫ್ರಾಕ್ಸ್: +9180 2228 5591

ಇ-ಮೇಲ್ : com-hfws@karnataka.gov.in

# **ಆಯುಕ್ತಾಲಯ**

# ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಪಾಣ ಸೇವೆಗಳು

ಸಂಖ್ಯೆ: : DD/ದಂತ/OFFICE/01/2017-18/No-2020-21/05

ದಿನಾಂಕ: 24.08.2020

#### ::ಸುತ್ತೋಲೆ::

ದಂತ ಭಾಗ್ಯ ಯೋಜನೆಯಡಿಯಲ್ಲಿ

amathodos RECEI Date 11/09/2020

ಒಡಂಬಡಿಕೆಯನ್ನು ಮುಂದುವರೆಸುವ ಬಗ್ಗೆ. ಉಲ್ಲೇಖ: ಆಕುಕ 114 ಸಿಜಿಎಂ 2014, ದಿನಾಂಕ:30.03.2015.

IC STAFF

ರಾಜ್ಯದಲ್ಲಿ ದಂತ ಮತ್ತು ಬಾಯಿಯ ಆರೋಗ್ಯ ರಕ್ಷಣೆಗೆ ರಾಜ್ಯ ಸರ್ಕಾರವು "ಓರಲ್ ಹೆಲ್ತ್ ಪಾಲಿಸಿ"ಯನ್ನು 2014–15ನೇ ಸಾಲಿನಲ್ಲಿ ಜಾರಿಗೆ ತಂದಿದ್ದು, ಈ ಯೋಜನೆಯ ಒಂದು ಭಾಗವಾಗಿ ರಾಜ್ಯದಲ್ಲಿರುವ. ಬಿ.ಪಿ.ಎಲ್ ವರ್ಗಕ್ಕೆ ಸೇರಿದ 45 ವರ್ಷ ಮೇಲ್ಪಟ್ಟ ನಾಗರಿಕರಿಗೆ ಸಂಪೂರ್ಣ ದಂತ ಪಂಕ್ತಿ ಮತ್ತು 3 ಅಥವಾ ಅದಕ್ಕಿಂತ ಹೆಚ್ಚು ಹಲ್ಲುಗಳನ್ನು ಕಳೆದುಕೊಂಡವರಿಗೆ ಉಚಿತವಾಗಿ ಕೃತಕ ದಂತಪಂಕ್ತಿ ನೀಡಲು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆರೋಗ್ಯ ಇಲಾಖೆ ಮತ್ತು ರಾಜ್ಯದಲ್ಲಿರುವ 45 ದಂತ ವೈದ್ಯ (43 ಖಾಸಗಿ ಮತ್ತು 2 ಸರ್ಕಾರ) ಕಾಲೇಜುಗಳ ಸಹ ಭಾಗಿತ್ವದಲ್ಲಿ ರಾಜ್ಯ ಸರ್ಕಾರವು "ದಂತ ಭಾಗ್ಯ" ಯೋಜನೆಯನ್ನು ಜಾರಿಗೆ

ಮೇಲ್ಕಂಡ ಉಲ್ಲೇಖದನ್ನಯ ದಂತ ಭಾಗ್ಯ ಯೋಜನೆಯಡಿಯಲ್ಲಿ 45 ದಂತ ಮಹಾ ವಿದ್ಯಾಲಯಗಳೊಂದಿಗೆ (43 ಖಾಸಗಿ ಮತ್ತು 2 ಸರ್ಕಾರಿ) 5 ವರ್ಷಗಳಿಗೆ ಒಡಂಬಡಿಕೆಯನ್ನು ಮಾಡಿಕೊಂಡು ಯೋಜನೆಯನ್ನು ನಡೆಸಲಾಗುತ್ತಿದೆ. ದಂತ ಭಾಗ್ಯ ಯೋಜನೆಯಲ್ಲಿ ಈಗಾಗಲೇ ಭಾಗಿಯಾಗಿರುವ ದಂತ ಮಹಾ ವಿದ್ಯಾಲಯಗಳು 5 ವರ್ಷ ಪೂರ್ಣಗೊಂಡಲ್ಲಿ, ಸದರಿ ದಂತ ಮಹಾ ವಿದ್ಯಾಲಯಗಳು ಮುಂದಿನ ಆದೇಶದವರೆಗೆ ಯೋಜನೆಯಲ್ಲಿ ಮುಂದುವರೆಸಬೇಕಾಗಿ ಈ ಮೂಲಕ ಸೂಚಿಸಿದೆ.

ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಸೇವೆಗಳು.

### ಪ್ರತಿಯನ್ನು:

- ಅಭಿಯಾನ ನಿರ್ದೇಶಕರು, ರಾಷ್ಟ್ರೀಯ ಆರೋಗ್ಯ ಅಭಿಯಾನ.
- 2. ನಿರ್ದೇಶಕರು, ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಸೇವೆಗಳು.
- 3. ಸಂಬಂಧಪಟ್ಟ ದಂತ ಮಹಾ ವಿದ್ಯಾಲಯಗಳ ಪ್ರಾಂಶುಪಾಲರು/ಡೀನ್.
- 4. ವಿಭಾಗೀಯ ಜಂಟಿ ನಿರ್ದೇಶಕರು. ಬೆಂಗಳೂರು, ಮೈಸೂರು, ಬೆಳಗಾಂ ಮತ್ತು ಕಲಬುರುಗಿ.
- 5. ಎಲ್ಲಾ ಜಿಲ್ಲಾ ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಅಧಿಕಾರಿಗಳು/ಜಿಲ್ಲಾ ಶಸ್ತ್ರ ಚಿಕಿತ್ಸಕರು.
- 6. ಎನ್ಓಹೆಚ್ಪ ವಿಭಾಗೀಯ ನೋಡಲ್ ಅಧಿಕಾರಿಗಳು ಹಾಗೂ ಜಿಲ್ಲಾ ಎನ್ಓಹೆಚ್ಪ ಕಾರ್ಯಕ್ರಮಾಧಿಕಾರಿಗಳು.
- 7. ಕಛೇರಿ ಪ್ರತಿ.

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