

MEMORANDUM OF UNDERSTANDING

BETWEEN

LIBERIA MINISTRY OF HEALTH & SOCIAL WELFARE

AND

TIYATIEN HEALTH, INC.

.....

Name of the Project: Strengthening HIV and Primary Healthcare in Southeastern Liberia

Parties: (i) **Partner**

Tiyatien Health, Inc.

891 West Boulevard, Suite 407, Hartford, CT, USA 06105

(ii) **Counterpart/Executing Agency**

Government of Liberia

Ministry of Health and Social Welfare

Monrovia, Liberia

Project Duration: 1 year (March 1, 2008 – February 28, 2009)

Covered District: Tchien

WHEREAS, the Government of Liberia’s Ministry of Health and Social Welfare provides a broad range of governmental services aimed at improving the lives of the people of Liberia;

WHEREAS, Tiyatien Health, Inc. can provide valuable technical, administrative, personnel and financial support to the HIV Equity Initiative; and

WHEREAS, both parties agree that the citizens of Liberia are best served when the resources and expertise of its public entities and non-governmental entities are shared to address topics of common interest;

THEREFORE, the Government of Liberia’s Ministry of Health and Social Welfare (hereinafter referred to as the “Ministry of Health”) and Tiyatien Health, Inc. (hereinafter referred to as “Tiyatien Health”), this 1st day of March, 2008, enter into a one (1) year agreement for the purpose of jointly planning and carrying out this Memorandum of Understanding (hereinafter referred to as “MOU”) under the terms and conditions specified below. These terms and conditions shall apply to all cooperative projects as contemplated herein and shall remain in force and effect until amended or terminated.

1. This MOU details the financial, technical, personnel and administrative commitments of Tiyatien Health and the Ministry of Health to the HIV Equity Initiative (also hereinafter referred to as “HEI”), National AIDS Control Program’s Care and Treatment Program in Grand Gedeh County. The primary aim of this partnership is to foster expansion of infrastructure for HIV and primary healthcare, through the HIV Equity Initiative, in Grand Gedeh County, with an initial focus on Tchien District.
2. The parties agree to the following terms and conditions regarding efforts relating to the HIV Equity Initiative:
 - a. The Ministry of Health and the National AIDS Control Program (herein referred to as the “NACP”) will designate the HIV Equity Initiative as a care and treatment program, wherein it will provide its regular support, including antiretroviral and opportunistic infection medicines and HIV testing supplies, as outlined under Round 6 Grant Agreement (LBR-067-GO4-H) between the NACP and the Global Fund for AIDS, Tuberculosis and Malaria.
 - b. Tiyatien Health will provide technical support to the HIV Equity Initiative in the following ways:
 - Supplement training, according to NACP guidelines, and provide on-site clinical mentorship of staff (including physician assistants, physicians, midwives, nurse aides, counselors and dispensers) at Martha Tubman Memorial Hospital in HIV prevention, treatment and care.
 - Train community health workers (so-called “accompaniers”) in home-based care for HIV/AIDS patients as well as other primary healthcare activities described in Liberia’s Basic Package of Health Services (e.g. prenatal care, care for malnourished infants, anemia screening).
 - Assist in procurement, supply and management of antiretroviral and related medicines.
 - Organize delivery of food packages and other of social and economic assistance to HEI’s patients, their families and communities.
 - Develop and help implement facility-based protocols for increasing uptake of HIV services.
 - Develop plans with Grand Gedeh County Health Team and NACP for expansion of ART to one clinic site (with the aim of strengthening primary healthcare) according to NACP guidelines.
 - Assist Ministry of Health clinical staff in providing general primary healthcare and inpatient clinical services at Martha Tubman Memorial Hospital through the recruitment of physicians.
 - Assist in monitoring, evaluation and reporting of the HEI’s clinical and community-based activities.
3. Tiyatien Health agrees to provide the following administrative, personnel and financial support to the HIV Equity Initiative in the following ways:
 - Community health workers (or “accompaniers”) affiliated with the HIV Equity Initiative will be recruited, provided incentives, hired and fired by Tiyatien Health in its sole and absolute discretion.

- Tiyatien Health will hire and employ, at its sole and absolute discretion, a physician as a medical director of the HIV Equity Initiative. The HIV Equity Initiative's medical director will dedicate 25% of his/her time to provide general clinical services at Martha Tubman Memorial Hospital.
 - Tiyatien Health will provide an incentive to accompanier supervisors, who will be Ministry of Health-employed nurse aides. Tiyatien Health shall have the sole and absolute authority to determine the size, scope, and frequency of such incentives.
 - Tiyatien Health will hire and employ, in its sole and absolute discretion, a Project Coordinator for the HIV Equity Initiative.
4. While Tiyatien Health has provided the above support since the inception of the HIV Equity Initiative on February 2, 2007, the timeline for continued support as outlined above is: March 1st, 2008 -- February 29, 2009.
 5. The services provided shall be those that are described in more detail in the project proposals, "Achieving Equity in HIV Outcomes" and "Expanding HIV/AIDS Awareness through Community-Based Care".
 6. The Ministry of Health will form a five-member, Monrovia-based Ministry of Health Advisory Board that will meet biannually in Monrovia to review the submitted biannual reports from Tiyatien Health. Funding for the expense of these meetings will be by the ministry. A representative from Tiyatien Health will attend at least one of these meetings each year. Additional site visits to Zwedru by the Advisory Board will be made as desired by the Board; funding for the expense of this trip will be by the Ministry.
 7. The Ministry of Health, through the Grand Gedeh County Health Team, will provide housing, when available, at Tubman Hospital grounds in Zwedru and transportation, through the Grand Gedeh County Health Team and/or the NACP, to/from Zwedru and Monrovia for any Tiyatien Health staff that contributes at least 25% of their time to support general clinical services at the Martha Tubman Memorial Hospital. The Grand Gedeh County Health Team will help facilitate housing for other expatriate staff.
 8. The Ministry of Health, through the Grand Gedeh County Health Team and/or NACP, will designate one motorbike, available and fueled at all times, for Tiyatien Health's accompaniers to conduct tracing of HIV patient defaulters.
 9. The Ministry of Health, through the Grand Gedeh County Health Team, will make available office and meeting space, as available, for Tiyatien Health's activities at Martha Tubman Memorial Hospital and the National AIDS Control Program central offices in Monrovia.
 10. The Ministry of Health, through the Grand Gedeh County Health Team, will designate accompaniers as official community health workers in Grand Gedeh County.
 11. Tiyatien Health, in consultation with the Grand Gedeh County Health Team and the NACP, will identify at least one clinic site in the county, which Tiyatien Health will help make ready for delivering ART, according to NACP guidelines. In so doing, Tiyatien Health will work to support all primary healthcare services at this clinic site.
 12. The parties agree that all persons hired or retained by Tiyatien Health, in the performance of their duties and activities under the services as proposed herein, shall be in the legal status of an employee of Tiyatien Health, and not as employees of the Government of Liberia; likewise, employees of the

Government of Liberia, in the performance of their duties and activities under the services as contemplated herein shall continue in the legal status of employees of the Government of Liberia, and not as employees of Tiyatien Health.

13. This agreement will come into effect from the date of signing of the MOU and shall remain valid for a period of 1 year, commencing on March 1, 2008 and terminating on February 29, 2009, at which point Tiyatien Health will provide a renewal agreement, which shall be executed by all parties. Moreover, either party may terminate this MOU at any time and for any reason upon sixty (60) days written notice to the other party.
14. Results of work conducted under this MOU may be published or presented jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work.
15. If any part, term or provision of this agreement will be held unlawful, unenforceable or in conflict with any law of a Federal, State or local government having a jurisdiction over this MOU, the validity of the remaining portions or provisions will not be affected hereby.
16. In September 2008, representatives from the Ministry of Health and Social Welfare and Tiyatien Health shall meet to discuss changes to the Memorandum of Understanding and the status of projects as considered by this MOU.
17. No modification or alteration of this MOU shall be valid or effective unless such a modification is made in writing and signed by all parties and affixed to this MOU as an amendment indicating original effective date of the MOU and paragraph(s) being modified or superseded.
18. Neither party shall subcontract nor assign this MOU in whole or in part or make any payment arising therefrom without the prior written consent of the other party. Any purported subcontract or assignment is null and void.
19. The waiver by either party of any breach of any provision contained in this MOU will not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this MOU and will not establish a course of performance between the parties contradictory to the terms hereof.
20. This MOU represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and will be independent of and have no effect upon any other contracts. This MOU may be executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other, and which is deemed one and the same instrument as the other.

[Signature Page on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed as of the day and year indicated above.

Government of Liberia
Ministry of Health and Social Welfare

Tiyatien Health, Inc.



Name:
Date:
Designation:
Mailing Address:
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