

Department of AIDS Control (DAC), Government of India, New Delhi, India

Date of signing the MoU: 13/10/2014

MoU Valid till: 12/10/2015

Objectives of MoU

- The purpose of the agreement is to set DAC certified facility integrated Hector/not for profit/non-governmental organizations run health facility through a public private partnership.
- The aim is to provide access to quality HIV counselling and testing services to clients who access private/not for profit health care system in both urban and rural areas of the country.



उ० प्र० राज्य एड्स नियन्त्रण सोसाइटी

चतुर्थ तल, ए-ब्लॉक, पिकप भवन, विभूति खण्ड, गौमती नगर, लखनऊ-226 010
दूरभाष : 0522-2720360, फ़ैक्स : 0522-2721135
<http://upaidcontrol.up.nic.in>

पत्रांक : एड्स सोसा० /ICTC/PPP/226/2014-15/ 2374

Dr. Sunita Chandra
12/10/14

दिनांक 31/10/2014

सेवा में,

Prof. F.U. Ahmad
Director/Dean
Integral Institute of Medical Sciences &
Research (IIMS&R) Integral University
Dasauli, Bas-ha, Kursi Road,
Lucknow-226026

विषय : Public Private Partnership (PPP) के अन्तर्गत आई.सी.टी.सी की स्थापना के सम्बन्ध में।

महोदय,

आई.सी.टी.सी. की स्थापना हेतु आपके द्वारा प्रेषित Memorandum of Understanding (MOU) को सोसाइटी स्तर से हस्ताक्षरित कर दिया गया है। उक्त Memorandum of Understanding (MOU) की दूसरी प्रति को आपकी सेवा में प्रेषित किया जा रहा है। इस सम्बन्ध में यदि कोई जिज्ञासा हो तो आप श्री अजय शुक्ला, सहायक निदेशक, आई.सी.टी.सी. के मोबाइल नम्बर 09415519494 अथवा E-Mail ID-ictc123@gmail.com पर सम्पर्क कर सकते हैं।

संलग्नक:-यद्योक्त।



भयदीया

Dr. Sunita Chandra

(डा० प्रीति पाठक)
प्रभारी आई.सी.टी.सी.
कृते परियोजना निदेशक





उत्तर प्रदेश UTTAR PRADESH



AGREEMENT FOR SERVICE DELIVERY ON ICTCS

Memorandum of understanding (MOU)
Between
Department of AIDS Control (DAC)
Government of India

&
Integral Institute of Medical Sciences and Research (IIMS&R)
Integral University, Kursi Road, Lucknow

This Memorandum of Understanding is made on 31st day of October 2014 by and between the Secretary, Department of AIDS Control (DAC), Department of Health, Ministry of Health and Family Welfare, Government of India, 9th & 6th Floor, Chandralok Building, 36, Janpath, New Delhi 110001 (herein referred to as "DAC") through the Project Director, (hereafter referred to as "SACS"), Project Director, UPSACS, IV-Floor, 'A' Block, PICUP Bhavan, Vibhuti Khand, Gomti Nagar, Lucknow.

AND

Integral Hospital a facility having its hospital/office at Kursi Road, Lucknow acting through Integral Institute of Medical Sciences and Research (IIMS&R), the authorized signatory, hereinafter referred to as "IIMS&R", which expression shall, unless repugnant to the context,

Used at Lucknow, U.P.

include its successor in business, administrators, liquidators and assigns or legal representatives.

I. PURPOSE OF THE COLLABORATIVE PROJECT



The purpose of the agreement is to set DAC certified facility integrated counseling and testing centre for HIV counseling and testing in a private sector/not for profit/non-governmental organizations run health facility through a public private partnership. The aim is to provide access to quality HIV counseling and testing services to clients who access private/not for profit health care system in both urban and rural areas of the country.

II. RESPONSIBILITIES OF THE SACS:

1. To supply rapid HIV diagnostic kit-1st in quarterly advance as per annual requirement to IIMS&R subject to availability of above kits with SACS while every effort will be made to provide uninterrupted supply of above kits, SACS will not be held responsible for any shortage of above kits due to unforeseen circumstances.
2. To provide training of ICTC (staff of facility) in HIV counseling and testing in DAC approved centers. If required more than one training will be provided by the SACS.
3. To supply safe delivery protective kits for delivery subjected to availability of kits with SACS.
4. To provide TA/DA as per eligibility to ICTC staff of IIMS&R for attending review meeting conducted by SACS.
5. To supply IEC material required for an ICTC such as fillip charts, posters, condom demonstration models, take home materials to IIMS&R as per requirement
6. To supply condoms required for demonstration and distribution to clients coming to the ICTC as per requirement.
7. To supply prophylactic ARV drugs for prevention of transmission from HIV positive mother to their new born babies as per national protocol.
8. To evaluate the performance of the ICTC periodically as per monitoring and evaluation tools developed by DAC (NACO)/SACS.
9. To provide Registers and Formats as per "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof.

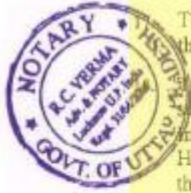

A.C. Verma
Notary Public
Integral Institute of Health & Family Welfare
E. Puzosath, Lucknow

III. RESPONSIBILITIES OF IIMS&R



1. To provide a room with suitable, sufficient and convenient space to be used for counseling purpose with adequate furniture, lighting and privacy and any other infrastructure required.
- To provide a laboratory equipped with refrigerator, centrifuge, micropipette, needle outler, etc. for HIV testing & blood sample storing facility.
- To designate existing staff or appoint new staff for the posts of counselor and laboratory technician in the ICTC. To also designate an existing Medical Officer as ICTC Manager.
4. To provide consumables such as needles, gloves, syringes, serum storage vials, microtips, etc. of standard quality required for HIV testing to the ICTC.
5. To provide counseling and testing services in the ICTC to any client who approaches the ICTC without discrimination either freely or on receipt of a charge not exceeding Rs. 75/- as per protocol laid out in the guideline text per "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. The charge will be used to defray cost for provision of the above services.
6. To entirely bear the costs related to staff salary, infrastructure and consumables required for the ICTC.
7. To respect the privacy of clients and maintain confidentiality. Provide data protection systems to ensure that records of all those who are counseled and tested are not accessible to any unauthorized person.
8. To maintain quality assurance at the service delivery especially in HIV testing services as provided in the guideline text "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. IIMS&R will be accountable for any substandard delivery of services.
9. To send monthly report to the SACS in SIMS (online) software by 5th of every month.
10. To use all the IEC materials, condoms, items required for laboratory use, protective kits for delivery.
11. To maintain stock records for all items and drugs provided by the SACS.
12. To maintain quality waste management of disposable items that are used in HIV testing.
13. To ensure that staff working in the blood collection room and laboratory will observe universal safety precaution (USP).
14. To ensure that ICTC staff are aware of the PEP procedure and display the name and contact information of the PEP focal point/person as well as the location where the PEP drugs are stored.


Notary Public
Govt. of U.P.



15. To follow the national protocol for ARV prophylaxis for prevention of parent to child transmission of HTV (PPTCT).
16. To attend coordination/review meeting conducted by SACS.
To ensure that no research or clinical trials are done on the clients who visit the ICTC or based on data of clients who visit the ICTCs.
17. To attend review meetings at the district level and SACS level as per the supervisory protocol that is provided in the "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof. To allow access to authorized NACO/SACS/DAPCU staffs who visit the ICTC to the premises and records of the ICTC.
18. To permit SACS to periodically monitor designated counselor and Lab. Technician for their knowledge, attitude and skills.
19. To follow the testing methodology & algorithm as mentioned in the "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof, in the laboratory by published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof, in the laboratory by IIMS&R.
20. To follow National AIDS Control Policy & State HIV/AIDS policy.

IV. COMMENCEMENT

1. This Memorandum of Understanding shall become effective upon signature by both the parties and certification of the facility site. It shall remain in full force and effect for a period of one year or till the continuation of the programme by DAC, GOI.
2. Further, the certification of the site of the collaborative testing project as "NACO/SACS designated HIV counseling and testing centre" shall run concomitantly with the present Memorandum of Understanding.

V. RENEWAL OF AGREEMENT

1. This Memorandum of Understanding is renewable at the option of SACS.
2. Three months prior to the expiry of the memorandum of Understanding due to efflux of time SACS shall intimate IIMS&R if it intends to renew or not to renew the Memorandum of Understanding.
3. In the event that SACS decides not to renew the Memorandum of Understanding, IIMS&R shall give notice to the clients regarding the cancellation of its certification. In the event that SACS decide to renew the Memorandum of Understanding the terms and conditions of this Memorandum of understanding, as may be amended, will apply *de novo*.


A.C. VERMA
Notary Public
Govt. of Uttarakhand

VI. TERMINATION OF AGREEMENT

1. Any party may terminate this Memorandum of Understanding after giving three months notice to the other party at the address provided in this Memorandum of Understanding for correspondence or the last communicated for the purpose and acknowledges in writing by other party.



VII. BREACH BY IIMS&R

In case IIMS&R is not able to provide services as per agreement or defaults on the provision of this agreement or declines the client to provide HTV counseling and testing services, it shall be liable for breach of agreement and breach of trust and other consequences which may include black listing with SACS, DAC (NACO), MOHFW, Minister of home affairs and external affairs.

VIII. SETTLEMENT OF DISPUTES

1. Any dispute or difference or question arising at any time between the parties hereto arising out of or in connection with or in relation to this agreement shall be referred to and settled by arbitration under the provision of the Indian Arbitration and Conciliation Act, 1996 or any modification or replacement thereof as applicable for the time being in India.
2. The arbitration shall be referred to an arbitrator nominated by Secretary Department of Legal Affairs, Ministry of Law and Justice, Govt. of India, Delhi. The arbitrator, if he/she so feels necessary, seek opinion of any health care personnel with experience of working in the field of HIV care and treatment of PLHAs.
3. The place of arbitration shall be either New Delhi or the site of the collaborative laboratory, which shall be decided by the arbitral tribunal bearing in mind the convenience of the parties.
4. The decision of the arbitrator shall be final and binding on both the parties.

IX. LAW APPLICABLE

The Memorandum of Understanding shall be construed and governed in accordance with the laws of India.


R. C. Verma
13/11/14
Notary
Integral No. 11/14
& Record No. 11/14/14

X. ADDRESSES FOR CORRESPONDENCE

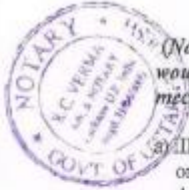


In witness thereof, the parties herein have appended their respective signatures the day and the year above stated.

Signed For and Behalf of IIMS&R	Signed For and on behalf of DAC
Prof. F.U. Ahmed Dean/Director, IIMS&R, Lucknow	Project Director, UPSACS
Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Date: <i>17/10/14</i>	Date:
In the presence of Name and Signature	In the presence of Name and Signature
<i>[Handwritten Signature]</i>
.....
.....
Date: <i>17/10/2014</i>	Date:

ANNEXURE

MODEL GRIEVANCE REDRESSAL MECHANISM



(Note: This portion has been taken from the draft law on HIV/AIDS and it would be advisable for IIMS&R to constitute a grievance redressal mechanism at the outset.)

- a) IIMS&R shall appoint a person of senior rank, working full time in the organization, as the Complaints officers, who shall, on a day-to-day basis, deal with complaints received from an aggrieved person or an authorized representative of such person.
- b) Every aggrieved person or an authorized representative of such person, who has a grievance against the IIMS&R about the services provided or refused, has the right to approach the Complaints officer to attend to such complaints and shall be informed of such rights by IIMS&R.
- c) The Complaints Officer may inquire suo motu, and shall inquire, upon complaints made by any aggrieved person or authorized representative of such person, into the complaint.
- d) The Complaints officer shall act in an objective and independent manner when inquiring into complaints made.
- e) The complaints Officer shall inquire into and decide a complaint promptly and, in any case, within seven working days. Provided that in cases of emergency, the Complaints Officer shall decide the complaint within one day.
- f) The Complaints Officer, if satisfied that there has been an unfair/ arbitrary refusal of services or deficiency in the services provided, shall (i) first direct IIMS&R to have committed the act and require such person to undergo training and social service. Upon subsequent violations by the same person, the complaints officer shall recommend to IIMS&R to, and the institution shall, initiate disciplinary action against such person.

Sworn and Verified
Before me

The complaints officer shall inform the complainant of the action taken in relation to the complaint.

R.C. VERMA
Adv. & NOTARY
Lucknow U.P. India
Regd 31/84-2000

and contract was in force for a period from 13th day of October 2015.

I know and identify the deponent
whom as specified in the affidavit before me