AGREEMENT FOR SERVICE DELIVERY ON ICTCS

Memorandum of understanding (MOU)

Between

National AIDS Control Organization (NACO)
Government of India

&

XXYYZZ (Name of facility and Place)

This Memorandum of Understanding is made on ________day of ________200by and between the Secretary, National AIDS Control Organization (NACO), 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 “NACO”) through the Project Director, (hereafter referred to as “SACS”), [name of the Project Director, Designation of Project Director, complete address of SACS].

AND

XXYYZZ a facility having its office at ________acting through ______________, the authorized signatory, hereinafter referred to as “XXYYZZ”, which expression shall, unless repugnant to the context, 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 a NACO 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-Ist in quarterly advance as per annual requirement to XXYYZZ 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 NACO approved centres. If required more than one training will be provided by the SACS.

3. To provide TA/DA as per eligibility to ICTC staff of XXYYZZ for attending review meeting conducted by SACS.
4. To supply IEC material required for an ICTC such as fillip charts, posters, condom demonstration models, take home materials to XXYYZZ as per requirement.

5. To supply condoms required for demonstration and distribution to clients coming to the ICTC as per requirement.

6. To supply prophylactic ARV drugs for prevention of transmission from HIV positive mother to their new born babies as per national protocol.

7. To evaluate the performance of the ICTC periodically as per monitoring and evaluation tools developed by NACO/SACS.

8. To provide Registers and Formats as per “Operational guidelines for Integrated Counselling and Testing Centre” published by NACO, Ministry of Health & Family Welfare, Govt. of India in July, 2007 or any newer version thereof.

III. RESPONSIBILITIES OF XXYYZZ

1. To provide a room with suitable, sufficient and convenient space to be used for counselling purpose with adequate furniture, lighting and privacy and any other infrastructure required.

2. To provide a laboratory equipped with refrigerator, centrifuge, micropipette, needle cutter, etc. for HIV testing & blood sample storing facility.

3. 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 Counselling 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
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.

15. To follow the national protocol for ARV prophylaxis for prevention of parent to child transmission of HIV (PPTCT).

16. To attend coordination/review meeting conducted by SACS.

17. 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.

18. 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 Counselling 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.

19. To permit SACS to periodically monitor designated counselor and Lab. Technician for their knowledge, attitude and skills.

20. To follow the testing methodology & algorithm as mentioned in the “Operational guidelines for Integrated Counselling 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 XYXYZZZ.

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 NACO, 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 XXYYZZ 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, XXYYZZ 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.

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 XXYYZZ

1) In case XXYYZZ is not able to provide services as per agreement or defaults on the provision of this agreement or declines the client to provide HIV 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, 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 provisions 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.

VIII. LAW APPLICABLE

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

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

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ANNEXURE

MODEL GRIEVANCE REDRESSAL MECHANISM

[Note: This portion has been taken from the draft law on HIV/AIDS and it would be advisable for XXYYZZ to constitute a grievance redressal mechanism at the outset.]

a) XXYYZZ 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 XXYYZZ 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 XXYYZZ.

c) The Complaints Officer may inquire suo motu, and shall inquire, upon a 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 XXYYZZ 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 XXYYZZ to, and the institution shall, initiate disciplinary action against such person.

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

These terms and contract was in force for a period from…………..day of………..200… to……………….”200….