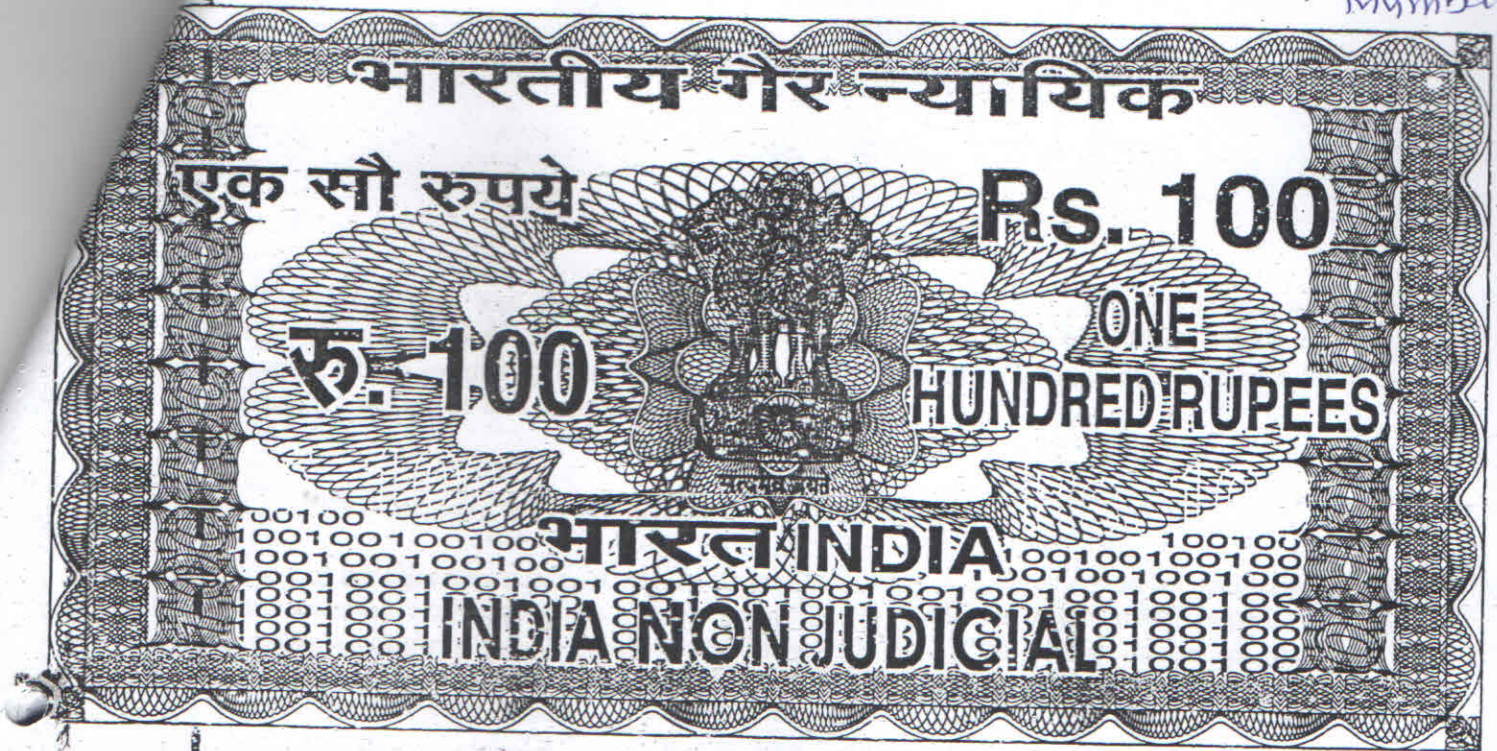


ICTC Centre, MG MH, Kamothe, Navi
Mumbai



महाराष्ट्र MAHARASHTRA

गुरवट्याचा दिनांक
उपकोषागाराचे नांव-पनवेल,
जि. रायगड.

उपकोषागार अधिकारी
पन्थेल - नारायण.



राज्य सर्वोच्च वेण्डर

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राजपुरकर

GC 963458

TRIPARTITE AGREEMENT FOR SERVICE DELIVERY ON
INTEGRATED COUNSELING AND TESTING CENTRES (ICTCs)

Memorandum of understanding (MOU)

Between

National AIDS Control Organization (NACO)

Government of India

&

MGM Medical College and Hospital, Kamothe, Navi Mumbai

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MGM Medical College, Navi Mumbai

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M. Medical College & Hospital
Navi Mumbai - 410209

This Memorandum of Understanding is made on day of April 2013 by and between the director General, National AIDS Control Organization, Department of Health, Ministry of Health and Family Welfare, Government of India, 9th & 6th Floor, Chandralok Building, 36, Janpath, New Delhi 110 001 (herein referred to as "NACO") through the Project Director of Maharashtra State AIDS control Society, (hereafter referred to as "MSACS"), Shri Prakash Saife, I.A.S. Project Director, Acworth complex, R.A.Kidwai Marg, Wadala, Mumbai - 400031.

MGM Medical College and Hospital, a facility having its office at Kamothe Navi Maumbai Raigad, acting through Dr. P. P. Doke, the authorized signatory, hereinafter referred to as **MGM Medical College and Hospital**, 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 up 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 kits (3 different antigens/ principles) in quarterly advance as per annual requirement to **MGM Medical College and Hospital**, subject to availability of above kits with SACS. While every effort will be made to provide uninterrupted supply of above kits, SACS will not held responsible for any shortage of above kits due to unforeseen circumstances.
2. To provide training of staff of ICTC (staff of facility) in HIV counseling and testing in NACO approved centers. If required more than one training will be provided by the SACS.
3. To supply protective kits for delivery of HIV positive pregnant woman as per requirement to if needed.
4. To provide TA/DA as per eligibility to ICTC staff of **MGM Medical College and Hospital**, for attending review meeting conducted by SACS as well as for collecting the HIV test kits, registers, formats etc. from the office of the SACS and for transport of coded blood sample or delivery of blood test records from **MGM Medical College and Hospital**, to the SRL (State Reference Laboratory-State/ district ICTC management authority) under the external quality assurance schemes (EQAS) as laid out in "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
5. To supply PEP (Post-exposure Prophylaxis) drugs for protection of staff of ICTC in the event of accidental exposure to **MGM Medical College and Hospital**, as per requirement.
6. To supply IEC material required for an ICTC such as flip charts, posters, condom demonstration models, take home materials to **MGM Medical College and Hospital**, as per requirement.
7. To Supply condoms required for demonstration and distribution to clients coming to the ICTC as per requirement.

8. To supply prophylactic ARV drugs for prevention of transmission from HIV positive mother to their new born babies as per national protocol.
9. To evaluate the performance of the ICTC periodically as per monitoring and evaluation tools developed by NACO/SACS.
10. To provide Registers and Formats as per "Operational guidelines for Integrated Counseling and Testing Centre" published by NACO, Ministry of Health and Family Welfare, Govt. of India in July, 2007 or any newer version thereof.

III. RESPONSIBILITIES OF MGM MEDICAL COLLEGE AND HOSPITAL, KAMOTHE

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.
2. To provide a laboratory equipped with refrigerator, centrifuge, micropipette, needle cutter, etc for HIV testing and 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, micro tips, 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 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 services 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. MGM Medical College and Hospital will be accountable for any substandard delivery of service.

9. To participate in EQAS (External Quality Assessment Scheme) as laid out in the above mentioned guideline text. MGM Medical College and Hospital will send samples in the first week of every quarter, for cross checking to SRL (State reference laboratory-state/ district management authority) once every quarter. The laboratory technician designated by MGM Medical College and Hospital to ensure that these samples are collected in the first week of January, April, July and October & sent to the SRL.
10. To provide data and information to the coordinating agency to perform their duties as per the instruction and direction from SACS.
11. To send monthly report to the SACS/DAPCU in CMIS format by 5th of every month in registers and records supplied by the SACS.
12. To use all the IEC materials, condoms, items required for laboratory use, protective kits for delivery, PEP (post exposure prophylaxis) drugs supplied by the SACS at the services delivery purpose by the MGM Medical College and Hospital.
13. To Maintain stock records for the all items and drugs provided by the SACS.
14. To maintain quality waste management of disposable items that is used in HIV testing.
15. To ensure that ICTC staff working in the blood collection room and laboratory will observe universal safety precaution (USP).
16. 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.
17. To follow the national protocol for ARV prophylaxis for prevention of parent to child transmission of HIV (PPTCT).
18. To attend coordination/ review meetings conducted by SACS.
19. To ensure that no research or clinical trials are done on the clients who visit the ICTC or based on data of clients who visits the ICTCs.
20. 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.
21. To permit SACS to periodically test designated counselor and Lab Technician for their knowledge, attitude and skills.

22. To follow the testing methodology & algorithm as mention 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 of MGM Medical College & Hospital.
23. To follow National AIDS Control Policy & State HIV/AIDS policy.
24. Test kits supplied by MSACS not to be used for routine screening of surgical patients of the facility.

IV. COMMENCEMENT

- 1) This Memorandum of Understanding shall become effective upon signature by the parties and certification of the facility site. It shall remain in full force and effect for a period of one year thereafter.
- 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.
- 3) SAATHII, the implementing partner, authorized by MSACS will support the private sector on commencement and closely coordinate for smooth rollout.

V. RENEWAL OF AGREEMENT

- 1) This Memorandum of Understanding is renewable at the option of MSACS.
- 2) Three months prior to the expiry of the Memorandum of Understanding due to efflux of time SACS shall intimate MGM Medical College & Hospital 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, MGM Medical College & Hospital shall give notice to the patients 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 MGM MEDICAL COLLEGE AND HOSPITAL

- 1) In case MGM Medical College & Hospital is not able to provide services as per agreement of defaults on the provision of this agreement or declines the patient to provide HIV counseling and testing services, it shall be liable for breach of agreement and breach of trust and other

VII. BREACH BY MGM MEDICAL COLLEGE AND HOSPITAL

- 1) In case **MGM Medical College & Hospital** is not able to provide services as per agreement of defaults on the provision of this agreement or declines the patient 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 of Home affairs and external affairs.

IX. SETTLEMENT OF DISPUTES:

- 1) Any dispute of 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 so feels necessary, seek opinion of any healthcare personnel with experience of working in the field of HIV and 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.

X. LAW APPLICABLE

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

XI. 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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Signed For and on behalf of MGM Medical College and Hospital

Dr. P. P. Doke
Med. Supdt.
MGM Medical College and Hospital

Signature.....
Date..... 7/3/2012 Medical Superintendent
M. G. M. HOSPITAL, KAMOTHE

In the presence of
Name.....

Signature.....

Date.....

Signed for and on behalf of NACO

Project Director

MSACS

Signature.....

Date.....

In the presence of

Name..... Dr. Tejaswini Khandapurkar

Signature..... Khandapurkar

Date..... 8/03/2015 District Programme Officer
DAPCU Thane

District Programme Officer
DAPCU Thane