

**GOVERNMENT OF RAJASTHAN
DEPARTMENT OF MEDICAL, HEALTH & FAMILY WELFARE
and
State Health Society Rajasthan, Jaipur
under
National Health Mission**

**Operationalization and Maintenance of Urban Primary Health
Centres and attached Health Kiosk under Public Private
Partnership**

**Service Level Agreement
(SLA)**

Suraj Kumar

Service Level Agreement

This Service Level Agreement ("SLA") is entered on _____, 2017 at Jaipur, Rajasthan, by and between:

Government of Rajasthan, through the Mission Director, National Health Mission and Secretary to Government, Department of Medical, Health and Family Welfare, Government of Rajasthan, having its office at Directorate of Medical and Health Services, NRHM Block, 3rd Floor, Swasthya Bhawan, Behind Secretariat, Tilak Marg, Jaipur, Rajasthan – 302001 (hereinafter referred to as "**NHM**") which expression shall wherever the context so requires mean and include its successors-in-interest, assigns and associates;

and

In case of a Company:

M/s [•], a company duly incorporated and registered under the provisions of section 25 of the Companies Act, 1956 (or section 8 of the Companies Act, 2013) and bearing CIN [•] and having its registered office at [•] acting through [•], Director/Managing Director/Manager/Authorised Signatory (hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

OR

In case of a Registered Society:

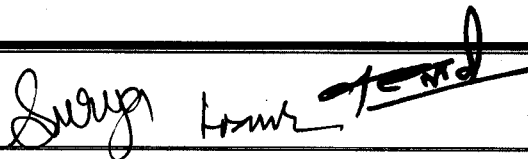
M/s [•], a society duly registered and incorporated under the provisions of the Societies Registration Act, 1860 (or the relevant societies registration act) bearing registration number [•] and having its registered office at [•] acting through [•], Manager duly authorized vide a resolution dated [•] passed by its governing body (hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

OR

In case of a Trust:

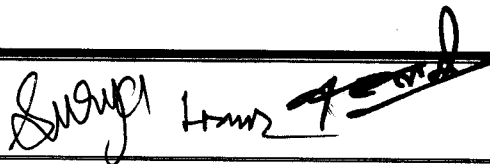
[•], a trust duly registered under the provisions of the Indian Trust Act, 1882/the Rajasthan Public Trusts Act, 1959 (or such other relevant act for registration of public trusts) bearing registration certificate number [•] and having its registered office at [•] acting through [•], Trustee duly authorized vide a resolution dated [•] passed by its board of trustees/governing body (hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

(The Parties as hereinabove defined shall collectively be referred to as "**Parties**", and individually as a "**Party**")



1. Background

- 1.1. Government of Rajasthan through Mission Director (NHM), Rajasthan State health Society with a view to providing competent clinical care and community outreach services including public health functions in certain areas in the Rajasthan State, considered it desirable to hand over the functions and responsibilities of maintaining and operating selected facilities in cities covered under NUHM to a concessionaire who would be allowed to maintain and operate such facilities in accordance with the terms and conditions laid down in this Service Level Agreement.
- 1.2. Government of Rajasthan through Mission Director (NHM) had for this purpose invited bids from eligible bidders vide its notification dated _____. The _____ (name of the Concessionaire) having submitted its bid and having been found technically qualified as per the conditions in the bid documents, has been awarded the concession by the competent State Government in Government of Rajasthan in respect of(Name of the UPHC and Health Kiosks)(Name of the Concessionaire) has also performed required obligations after the award of agreement was communicated to it.
- 1.3. The Government of Rajasthan through Mission Director (NHM) by this agreement hereby agrees to hand over the Urban Primary Health Centre(Name) and attached Health Kiosks to(Name of the Concessionaire) for maintaining and operating the facilities for an initial period of three years from the effective date.
- 1.4. Both Government of Rajasthan through Mission Director (NHM) and(Concessionaire) hereby willingly enter into this agreement and agree to abide by all obligations enjoined on them by this agreement.
- 1.5. This Service Level Agreement would in its scope and meaning would also be treated as a "concession contract".
- 1.6. This concession contract is a contract between the contracting State Government i.e. the Government of Rajasthan through Mission Director (NHM) and the concessionaire that sets forth the terms and conditions for maintaining and operating the facilities.
- 1.7. The term "Facilities" in this agreement would mean (Name of the UPHCs) and its attached Health Kiosks (if any). The term "Functions" would mean all clinical care functions, community outreach functions and other public health function which the Central Government, State Government or any other competent State Government have enjoined upon the UPHCs and Health Kiosks(if any) to perform.
- 1.8. The term "Concessionaire" means the legal person or entity which carries out the functions in terms of this agreement in the facilities. In this agreement is the concessionaire.



2. Principles of the Arrangement

- 2.1 Both the parties agree to view the agreements enforced by this agreement as a Public Private Partnership in the Public Health System in India. Such a partnership is seen as a step towards strengthening the Public Health System and as a measure towards facilitating and building the capacity of the state to manage such facilities by demonstrating models for comprehensive UPHC, with an emphasis on active community engagement.
- 2.2 Both parties recognize that the Public Health System in India, despite phenomenal improvements, faces significant challenges. Both parties also recognize that the spirit of such a Public Private Partnership is essentially to share risks and rewards in such a manner so that comprehensive primary health care can be provided to those who need these services. Government of Rajasthan through Mission Director (NHM) recognizes that such partnerships with organizations that have competence and credibility offers the governments avenues to leverage the knowledge and expertise of such organizations to improve management and delivery of comprehensive primary health care services.
- 2.3 Both parties are committed to enhance the health and well-being of residents of the area covered by the facilities in this Service Level Agreement by providing high quality service, innovation and development and to meet identified needs within the resources available to both the parties.
- 2.4 Government of Rajasthan through Mission Director (NHM) commits that the facilities run by SLA arrangement will be treated no differently from other UPHCs managed by Government of Rajasthan in terms of financing, training etc.
- 2.5 The concessionaire agrees and undertakes to implement all national/States health programmes/interventions including outreach activities.
- 2.6 The Concessionaire will establish a Rogi Kalyan Samiti ("RKS") / Rajasthan Medicare Relief Society ("RMRS") within the Urban Primary Health Centre as mandated in the guidelines in a manner similar to that being run by government for a similar level of facility.
- 2.7 The concessionaire will establish a transparent and "open to public" grievance redressal system within the facility and grievance will be redressed within the 24 hours
- 2.8 The concessionaire agrees that the concession granted will not be treated as a business venture and will not be used to make profits
- 2.9 For certain administrative powers such as the issuance of birth and death certificates, the state government would nominate the officer in charge of the nearest government managed facility authorized under the Registration of Births and Deaths Act, 1969 read with the Rajasthan Births and Deaths Registration Rules, 2000 as the issuing authority.
- 2.10 Both parties agree that no money would be collected from the users of the facilities for any clinical consultation and service, diagnostic services or any other service provided in the facilities except registration fees/user fees levied by RKS/RMRS.

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- 2.11 The concessionaire commits that no new building/ extension to the existing building will be undertaken without the prior written approval of Government of Rajasthan. Failure to adhere to this provision will lead to cancellation of this agreement forthwith and Government of Rajasthan through Mission Director (NHM) will take over the facilities without any notice.
- 2.12 The concessionaire commits that any land within the premises of the facilities will not be used in any manner without the prior written approval of Government of Rajasthan. Failure to adhere to this provision will lead to cancellation of this agreement forthwith and Government of Rajasthan through Mission Director (NHM) will take over the facilities without any notice.
- 2.13 The concessionaire agrees that by signing this Service level agreement, no rights on the property and assets of the facilities will be transferred to him now or at any future date. The concessionaire will not claim any proprietary rights on land, buildings or any moveable or immoveable assets situated on the land pertaining to the facilities or in use in the facilities. However, the Concessionaire undertakes to keep and maintain the facilities with the utmost care as that of a prudent man would keep its property with proprietary rights.
- 2.14 Government of Rajasthan through Mission Director (NHM) agrees that wherever is needed UPHC can be run in a rented building as provisions laid down in SLA

3. Service Description and Responsibilities

- 3.1 The basic unit of service delivery would be the Urban Primary Health Center and all Health Kiosks (if any) affiliated to it. The services (Annexure 'A') should include the comprehensive primary health care package encompassing all outreach, behavior change communication for promoting positive health, clinical and public health services. The conditions listed for preventive, promotive or curative actions are broadly categorized into the following groups and in following manner:
- i. OPD service for 8 hours in a day and 6 days per week as per the timings specified by the State Government along with 2 hours of OPD on Sunday as well as on national holidays as per the GoR norms (Annexure 'B').
 - ii. Care in pregnancy and child-birth.
 - iii. Neonatal and infant health care services
 - iv. Childhood and adolescent health care services including immunization.
 - v. Family planning, Contraceptive services and Other Reproductive Health Care Service
 - vi. Management of Common Communicable Diseases and General Out-patient care for acute simple illnesses and minor ailments
 - vii. Management of Communicable diseases: National Health Programs
 - viii. Screening and Management of Non-Communicable diseases including health education and promotion for life style related modifications
 - ix. Screening and Basic management of Mental health ailments
 - x. Care for Common Ophthalmic and ENT problems
 - xi. Geriatric and palliative health care services

- xii. Trauma care and emergency medical services(that can be managed at this level)
- xiii. Referral through 108/104 services to DH/SDH/Medical Colleges for complicated cases

- 3.2 List of Services to be provided at the UPHC and Health Kiosk (if any) are given at (Annexure A) to agreement. Both parties agree that list is an indicative list and not an exhaustive list. Provided that in case of any emergency services that may not be falling within the scope of services mentioned in the list in Annexure A, the UPHC shall render its services as it may deem appropriate considering the nature of emergency, information of which shall be given to the NHM in writing within a period of next 3 days.
- 3.3 The concessionaire hereby agrees that the scope of clinical, outreach and public health services to be provided by the facilities will not be less than the scope of such services to be provided by any similar institutions run by the Government.
- 3.4 The concessionaire hereby agrees to introduce any new clinical, outreach and public health services if Government of Rajasthan introduces such new services in the UPHCs run by it.
- 3.5 The concessionaire is encouraged to bring in innovative measures to improve the quality of such services.
- 3.6 The concessionaire is encouraged to use Information Technology to improve the quality of service as also for record management.
- 3.7 The concessionaire will be duty bound to assist and follow directions issued by the state government for controlling any epidemic or medical emergency in the area.
- 3.8 The concessionaire agrees to follow all rules, regulations and guidelines issued time to time by the Government of Rajasthan through Mission Director (NHM) with respect to the functioning of UPHCs which includes any new initiatives, ordered by the state government.
- 3.9 The concessionaire will be duty bound to get vulnerability Mapping of UPHC area through Auxiliary Nurse Midwives (ANMs) posted in UPHC every year in the beginning of the financial year and will also get it updated after every six month.
- 3.10 Government of Rajasthan through Mission Director (NHM) hereby commits to support innovative measures and use of Information Technology by the concessionaire and expresses its readiness to provide financial resources to the extent possible.
- 3.11 Government of Rajasthan through Mission Director (NHM) hereby commits that any measures taken across the board to improve the services of the UPHCs and attached Health Kiosks in the state would cover the UPHC run by the present partnership arrangement.

3.12 Government of Rajasthan through Mission Director (NHM) hereby commits that based on the quarterly requisition by the concessionaire; it will provide the drugs and medicines as per the "Free Drug Policy" of the Government of India. The government further agrees that the concessionaire will be allowed to retain at any point of time at least three months' requirement of these items.

3.13 The Government further agrees that In case of emergency, the concessionaire may allow the Medical officer on duty to procure life saving drugs at reasonable prices by local purchase through RMRS / RKS. Procurement of such drugs should not exceed 10 per cent of the total drugs and consumables consumed in a year in terms of value.

3.14 Use of untied fund and office expenditures will be done as per state guidelines which will be provided by the state government.

3.15 The Government further agrees to provide reagents and consumables to be supplied as per the Mukhyamantri Nishulk Jaanch Yojana ("MNJY") scheme of the state Government.

4. Transitional Arrangements

4.1 Both parties agree that an effective start date for operationalizing these facilities will be fixed in mutual consultation between the authorized representatives of Government of Rajasthan and the concessionaire. Government of Rajasthan through MD-NHM commits that facilities will be handed over to the authorized representatives of the concessionaire on the effective date. The effective date is therefore the date of handing over the facilities to the concessionaire, after the processes of inspection and repairs have been carried out as described below. Such effective date will be not later than 30 calendar days and will be extendable upto 45 days, if requested by concessionaire, from the date of signing of this agreement.

4.2 Within 7 calendar days from the date of signing of this agreement, both the parties will inform each other in writing the names of the authorized representatives for the purpose of carrying out a joint inspection of the facilities.

4.3 Within 15 calendar days from the date of signing of the agreement, the authorized representatives will complete joint inspection of the facilities and prepare list of inventories which will include buildings, plant and machineries, furniture, equipment and any other movable and immovable asset. The list will be signed by the authorized representatives.

4.4 If the facilities cannot be handed over within 365 calendar days from the date of signing of this agreement, the Concessionaire has a right to withdraw.

4.5 For the purpose of determining major and minor repairs of existing building as well as rented building of UPHCs, the codal provisions of the State Public Works Department will be followed.

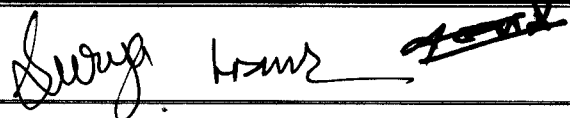
4.6 If the concessionaire is willing to carry out repairs on its own without any financial assistance from government. Government of Rajasthan will facilitate such repairs. No such repair can be carried out without written permission of the competent

authority. The competent authority for this purpose will be Chief Engineer-NHM or any subordinate officer authorized by him.

- 4.7 Both parties will make a list of drugs and consumables available in the facilities on the effective date. Such list will be kept on record and no financial adjustment will be carried out on account of these stores
- 4.8 Notwithstanding the above provisions, the handing over and taking over will take place in the spirit of "as is where is" basis. No party will be required to financially compensate the other for any asset

5. Financial Arrangements

- 5.1 Both the parties hereby reiterate their commitment not to charge fee for service from any user accessing services provided in the facilities except registration fee levied by the RKS/RMRS.
- 5.2 Government of Rajasthan through Mission Director (NHM) hereby commits to provide financial assistance, as per norms of the Government of India ("GOI"), to the concessionaire to maintain and operate the facilities.
- 5.3 Both the parties hereby agrees that there shall be no consideration against the service being provided by the concessionaire, however, the cost towards running the UPHC shall be reimbursed by the government as per the funding arrangement in SLA (annexure D of SLA)
- 5.4 The fix budget earmarked for each UPHC and Health Kiosk (if any) in the state will be paid in four advance installments at Three month interval against equivalent bank guarantee. Advance amount will be kept in a separate account opened exclusively for this concession
- 5.5 The concessionaire hereby agrees to maintain such books of accounts as are commonly required in a commercial enterprise in respect of the facilities. Such books of accounts will commonly include cash book/ bank book; journal and ledger. The concessionaire is encouraged to use computerized software to maintain such accounts. The concessionaire agrees to keep record of all financial transactions pertaining to all activities of the facilities in separate identifiable form.
- 5.6 The concessionaire further agrees to preserve all books of accounts and supporting documents in respect of the facilities for a period of five financial years following the year in which the transaction has arisen.
- 5.7 The concessionaire agrees to adhere to the financial year beginning 01 April of a calendar year and ending 31 March of the following calendar year or such other period of financial year as may be notified by the Central Government from time to time.
- 5.8 The concessionaire hereby agrees to allow its books of accounts to any annual inspection by any authorized representative of Government of Rajasthan. In addition, the concessionaire agrees to allow its accounts pertaining to the facilities to audit by the Comptroller and Auditor General of India.
- 5.9 The concessionaire agrees to open separate bank accounts to transact business of the facilities. It further agrees that such bank accounts will not be used for any other facilities.
- 5.10 The concessionaire agrees that it would prepare annual financial statements



comprising Balance Sheet, Income and Expenditure Account and Cash Flow Statement for each financial year. Such accounts will be prepared within three months of the expiry of the financial year.

- 5.11 The concessionaire further agrees that such accounts will be audited and certified by a competent chartered accountant within five months of the expiry of the financial year. The concessionaire agrees that a copy of the annual financial statements, the audit report of the chartered accountant and the concessionaire's comments on the audit report will be submitted to Government of Rajasthan within six months of the expiry of the financial year.
- 5.12 The concessionaire agrees that the authorized representative of Government of Rajasthan on submission of a written request can inspect any financial document pertaining to the facilities. The concessionaire further commits to take corrective actions on any point arising out of such inspection or any audit carried out by any of the above mentioned authorities.
- 5.13 The concessionaire on the effective date would intimate to Government of Rajasthan through RSHS in writing the names of individuals who would be responsible for maintaining the accounts

6. Clinical and Outreach Services

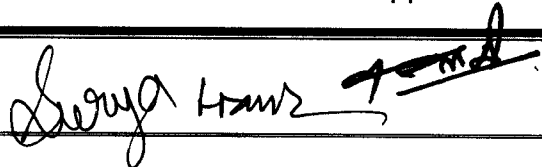
- 6.1 All clinical services will be led by a qualified medical officer.
- 6.2 Ailments which shall not normally require further referral /Specialist care will be treated at the facilities only. Patients will be investigated, (clinical and laboratory) treated and provided drugs free of cost. No charges of any kind will be recovered from the patients.
- 6.3 The UPHC shall carry out the functions of outreach- Outreach camps, Urban Health and Nutrition Day (UHND), community mobilization, and support and supervision of the ASHA. Ideally the Concessionaire should be able to undertake the functions of support to the Urban Health, Sanitation and Nutrition Committee and community based public health functions. If the concessionaire is not equipped to undertake such tasks, the concessionaire will be eligible to tie up with reliable organizations to provide outreach services. The concessionaire however agrees that the responsibility of providing such services will always rest with it and with no other organization.
- 6.4 The concessionaire agrees to inform Government of Rajasthan through MD,NHM in writing the names of such organizations with which such tie up is arranged. The names of office bearers of such organizations as also the names of individuals providing such outreach services should also be intimated to Government of Rajasthan.
- 6.5 The concessionaire agrees to provide satisfactory replies to any queries raised by Government of Rajasthan on any aspect of such tie ups and agrees to terminate such arrangements forthwith without demur on instruction from State Government.
- 6.6 The concessionaire agrees that under no circumstances any of the services required to be provided would be sub contracted
- 6.7 The concessionaire agrees to conduct outreach camps to provide general healthcare services at doorsteps of vulnerable population as per norms laid down by the state government.(Annexure E)

7 Referral Process and Eligibility

- 7.1 Patients requiring specialized treatment not normally expected at the UPHC level will be referred to the nearest District Hospital or Sub Divisional Hospital. Effective use of 108/104 services will be ensured by the Agency.
- 7.2 Government of Rajasthan suggests to prepare an "information matrix" for nearest public health facilities or private facilities accredited by the state Government including their capacity in terms of existing Laboratory services, diagnostic services, and human resources available.
- 7.3 It will be the responsibility of the concessionaire to keep the Medical Officer(s) in charge informed of the information matrix. For services not available at the facilities, patients can be referred to nearest public health facility in accordance with the "information matrix"
- 7.4 Both parties hereby agree that no patient will be referred to any private medical establishment (except referral to Bhamashah Swasthya Bima Yojana ("BSBY") empanelled hospitals) either formally or informally without specific prior approval of the authorized representative of Government of Rajasthan. Government of Rajasthan through MD-NHM will inform the concessionaire the name and designation of such authorized representative for the purpose of this clause. In case of beneficiaries of state health insurance scheme "BSBY", patient may refer to BSBY empanelled hospital

8 Information and Reporting Requirements

- 8.1 The concessionaire hereby agrees to ensure that information, records and documentation necessary to monitor the agreement are maintained and are available at all times to Government of Rajasthan or its authorized representative for a minimum period of five years. The concessionaire hereby agrees that he and all his staff shall at all times co-operate with the reasonable processes of Government of Rajasthan for monitoring, evaluation and carrying out quality audit and financial audit by any third party authorized by Government of Rajasthan.
- 8.2 The concessionaire hereby agrees to maintain all relevant data and records of all patients treated at the facilities.
- 8.3 The concessionaire further agrees to maintain confidentiality of these data and records and commits that such data and records will not be shared with any third party for any purpose.
- 8.4 The concessionaire agrees that the premises of the facilities, walls of the buildings or any part of any equipment will not be used for advertisement or publicity for any product or organization. The authorized messages, posters and other publicity materials authorized by the Central or State Government bodies only will be displayed.
- 8.5 The Concessionaire agrees to display copies of this agreement, list of medical equipment available with the facilities, stocks of drugs and consumables at prominent places in the facilities. The names of the Medical Officer and other personnel on duty must also be displayed during duty hours. The Concessionaire also agrees that the same shall be displayed in vernacular and Hindi will be allowed in big letters so that it can read from reasonable distance in vernacular and Hindi where applicable.



9. Staffing

- 9.1 The Concessionaire commits to ensure that at all times, sufficient suitably trained staff will be posted in the facilities as per Annexure 'C' to ensure that services comply with all the statutory requirements and meet patient needs. They will possess the required qualifications which will be mandatory as per Annexure 'C'
- 9.2 Public Health Manager (PHM) at UPHC will be always posted by Government of Rajasthan through Mission Director (NHM) and his honorarium will be paid by concessionaire from advances given to him.
- 9.3 Both the parties agree to make sincere efforts to resolve issues relating to service conditions of the existing staff including contractual staff.
- 9.4 The roles of ASHA and ANMs and other voluntary staff working under any scheme of NHM would remain unchanged in respect of such facilities run by the concessionaire.
- 9.5 Concessionaire shall be responsible for monitoring and supervision of urban ASHAs of particular UPHC coverage area.
- 9.6 The Concessionaire agrees that it would ensure that a minimum complement of staff mentioned of this Agreement would be in position in the facilities.
- 9.7 The Concessionaire agrees that the personnel engaged by them shall be paid at rates those envisaged in the funding pattern in this SLA (**Annexure D**). The personnel should also be suitably trained for the job they are selected. Engagement of Personnel will be the sole responsibility of the Agency and employees would have no claim at any time whatsoever, by virtue of their contract with the Agency or for any other reason, for being absorbed into Govt. service at a later date.
- 9.8 The Concessionaire agrees that a record of qualifications of all staff shall be maintained and it will make such records available for inspection.
- 9.9 The Concessionaire hereby expresses its commitment to training and staff development and the maintenance of professional knowledge and competence.
- 9.10 The Concessionaire agrees for monitoring of urban ASHAs as well as community level groups (Mahila Arogya Samiti) on regular basis through monthly review meeting
- 9.11 The Concessionaire shall provide service related facility to their staff as per attached **Annexure -G**

10. Standards of Quality Assurance Program

- 10.1 The Concessionaire agrees to maintain and run the UPHC in a hygienic manner conforming to the standard norms of National Quality Assurance Program (NQAS) as per Gol norms. The hospital waste will be disposed of in conformity with the recognized and acceptable norms as specified by the State Pollution Control Board from time to time.
- 10.2 The Concessionaire agrees to follow all guidelines related quality assurance (NQAS and Kayakalp) program issued by the state government time to time as & when required as per norms of Gol.

11. Implementation of National Program

The concessionaire will be a part of the Health Delivery System of the State. Accordingly, the various National Programmes of Health & Family Welfare in the area assigned to the party will be implemented in coordination with the existing field staff specifically appointed by the State Government for implementing such programmes.

12 Review and Monitoring Structure

- a. A UPHC level management committee will be constituted comprising representatives of the government, CMHO of the district, MO of UPHC, District level Urban Health Planning Consultant and PHM.
- b. The committee shall meet at least once, every three months and will be responsible for regular and effective monitoring of the project. It will address local issues and problems as are normally expected from such a Committee.
- c. At the State level, a Steering Committee will be formed for project monitoring chaired by the Principal Secretary Medical & Health along with suitable representation from all stake holders including :

Mission Director	Co- Chairman
Additional Mission Director	Member cum Secretary
Director Public Health	Member
Director RCH	Member
Director Finance	Member
State Programme Manager	Member
SNO – NUHM	Member
Representative of Party	Member

13. Evaluation

The Government would evaluate the success of the project in providing improved health services to the people. Evaluation will also facilitate identification of intervention areas for removal of difficulties. For this purpose, external evaluation can be done after a period of 6 months of the commencement of the project. Concurrent evaluation would also be permissible after completion of one year of the project life. The Agency will also be encouraged to undertake internal evaluation.

14. Performance

- 14.1 State shall use mechanisms such as HMIS / PCTS and external monitoring to assess performance on key indicator to review the working of facility on quarterly basis.
- 14.2 A quarterly review meeting will be held and attended by appropriate levels of officials of the Government and Concessionaires to review the performance, the anticipated outcome of the agreement and future service developments and changes.

Further meetings may be arranged at any time to consider significant variation in the terms or conduct of the agreement and where corrective action on either party is indicated. Both the Government and Concessionaire agree to consider introduction of any further service in line with any new initiative of the government or in response to local demand which could not be anticipated earlier.

- 14.3 Both the Government and the Concessionaire agree that such additional services should be provided without extra cost. However, if it is felt by both the parties that the additional services would require additional resources/manpower, the Government agrees to consider reasonable increases in amount disbursed to the Concessionaire based on the cost of additional resources. It is agreed that the Concessionaire will be under no obligation to introduce the additional service unless a commitment to reimburse additional cost has been provided to the concessionaire.

15. Health and safety

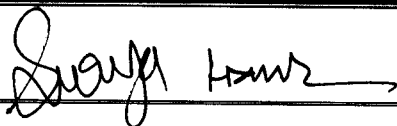
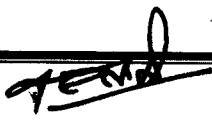
- a. The Concessionaire agrees to adequately train, instruct and supervise staff to ensure as is reasonably practicable, the health and safety of all persons who may be affected by the services provided under the agreement.
- b. The Concessionaire agrees that he would collect feedback from all in-patients and at least 10 % of out- patients through structured questionnaire at his cost. Responses to the questionnaire will be preserved at least for six months and would be available for scrutiny of the State Government or its authorized representative.
- c. The concessionaire agrees to display telephone numbers where patients can lodge their complaints in the facilities.

16. Data protection, confidentiality and record keeping

- a. All Service Users have a right to privacy and therefore all information and knowledge relating to them and their circumstances must be treated as confidential. The Concessionaire must advise all staff on the importance of maintaining confidentiality and implement procedures which ensure that Service User's affairs are only discussed with relevant people and agencies.
- b. The Concessionaire shall comply with all legislations, which otherwise would have been applicable had the services been run directly by the Government agencies.
- c. Following records are mandatory to maintain:

- **OPD Register**
- **RCH Register**
- **NCD Screening Register**
- **Investigation Register**

Note: State Government may inform about keeping other records also as & when required

- d. The concessionaire will ensure data entry in PCTS and any other software as directed by RSHS on day to day basis and will send reports as per set protocols.

17. Variation

This Service Level Agreement may not be varied unless a variation is agreed in writing and signed by all parties.

18. Disputes

- a. The agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Courts at Jaipur alone shall have jurisdiction to decide any dispute arising out of in respect of the agreement. It is specifically agreed that no other Court shall have jurisdiction in the matter.
- b. Both parties agree to make their best efforts to resolve any dispute between them initially, by mutual consultations.
- c. Both the parties shall not approach the court before availing the options of Arbitration in clause number 19 of this SLA.

19. Arbitration

- a. If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Government or the Concessionaire may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitrator . The power to appoint the Sole Arbitrator shall vest with the first party i.e. NHM (State Government). If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by the State Government to act as Arbitrator.
- b. Services under this agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Government shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- c. Reference to arbitration shall be a condition precedent to any other action at law.
- d. Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

20. BREACH

If either Party breaches the Contract or these Terms and Conditions and fails to remedy such breach within 30 days of written notice from any other Party calling for the breach to be remedied, then the non-breaching Party shall be entitled, without prejudice to any other rights that it may have in law, whether under the Contract or otherwise, to cancel the Contract without notice or to claim immediate specific performance of all the defaulting parties.

21. TERMINATION

- 21.1 Either party may terminate this agreement by giving not less than 3 months' notice in writing to the other. This notice shall include reasons as to why the agreement is proposed to be terminated. This provision will however not be applicable for violations of Clauses 2.7 and 2.9 of this agreement.
- 21.2 The Government may terminate the agreement, or terminate the provision of any part of the Services, by written notice to the Concessionaire with immediate effect if the Concessionaire is in default of any obligation under the agreement, where
- a. the default is capable of remedy but the Concessionaire has not remedied the default to the satisfaction of the Government within 30 days of at least two written advice after service of written notice specifying the default and requiring it to be remedied; or
 - b. the default is not capable of remedy; or
 - c. the default is a fundamental breach of the agreement
- 21.3 If the Government terminates the agreement and then makes other arrangements for the provision of the Services, it shall be entitled to recover from the Concessionaire any loss that had to be incurred due to such sudden termination of agreement.
- 21.4 Both the parties agree that no further payment would be made to the Concessionaire, even if due till settlement of anticipated loss as a result of premature termination of the agreement.
- 21.5 The Government reserves the right to terminate the agreement without assigning any reason if services of the concessionaire create serious adverse publicity in media and prima facie evidence emerges showing negligence of the Concessionaire.
- 21.6 At the time of termination, the concessionaire agrees to hand over all moveable and immoveable assets to the authorized representative of the State Government on a mutually agreed date on "as is where is" basis.
- 21.7 The concessionaire agrees that no asset will be moved out of the premises or destroyed other than consumables used during the normal course of operation of the facilities, at any time during the period from the effective date to the date of termination without the prior written approval of the State Government.
- 21.8 The concessionaire agrees that the date of handing over in terms of clause 21.6 above will not be more than 15 calendar days from the date of termination.

22. PENALTY

If the concessionaire commits breach or fails to provide services stipulated in the agreement, the States Government shall be entitled to, unless otherwise agreed upon, as a penalty an amount of Rs. 25000/- for each failure communicated to concessionaire after proper opportunity of hearing and shall be entitled to deduct the amount from the payments due to the concessionaire.

23. Force Majeure

No penalty or damages shall be claimed in respect of any failure to provide services which the Concessionaire can prove to be directly due to a war, sanctions, strikes, fire, flood or tempest or Force Majeure; which could not be foreseen or overcome by the concessionaire or to any act or omission on the part of persons acting in any capacity on

behalf of concessionaire provided that the concessionaire shall at the earliest bring the Same to the notice of the State Government.

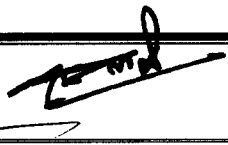
24. Indemnity

24.1 By this agreement, the Concessionaire indemnifies the Government of Rajasthan against damages of any kind or for any mishap/injury/accident caused to any personnel/property of the facilities.

24.2 The Concessionaire agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Concessionaire.

25. Compliance with existing laws

The concessionaire agrees to abide by all laws of the land as will be applicable for operation and maintenance of the facilities.

Suraj Kumar 

Signing of the Agreement

1. Signed for and on behalf of the Government of Rajasthan

Signed:
Name:
Designation:.....
Date:.....

2. Signed for and on behalf of the Concessionaire:

Signed:
Name:
Designation:
Date:

Witnesses:

- 1) _____
- 2) _____
- 3) _____

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Annexure A

Annexure A: List of services to be provided

Health Condition: Numbers / 1000/yr	Care in the Community/Household visits/Community level meetings/School health Delivered by ASHA/AWW/School teacher	Care at the Sub Center outreach sessions Delivered by ANM/Mld service provider	Care at the first referral site- PHC
1. Care In Pregnancy- Maternal Health. 20 to 30/1000 population	Early diagnosis of pregnancy, Counselling, support throughout pregnancy and delivery and motivation for institutional delivery, Nutritional information, Hygiene, Nutrition, Enabling Take Home Rations (THR) for pregnant woman through Anganwadi Worker, Identifying high risk births, facilitating referrals, helping birth planning, post partum complication identification/support	Early registration, Regular Ante-natal check-ups; includes Screening for Hypertension, Diabetes, Anaemia, Immunization for mother - TT, Iron-folic Acid & Calcium Supplementation, MCH cards, Identification of High Risk Pregnancy and referral Antenatal High Risk Cases. Post Natal Cases High Risk, Abortions, <i>Normal Vaginal Delivery in specified delivery sites where Mld level provider or ANM is trained as a Skilled Birth Attendant</i>	Stabilization Antenatal in High Risk Cases. Post Natal Cases High Risk, Normal Vaginal Delivery, Complicated Deliveries Ante-Partum & Post-Partum Haemorrhage, Eclampsia, Puerperal Sepsis,
2 Neonatal and Infant Health (0 to 1 years of age) 20/1000 population	6 house hold visits in neo-natal period for improved newborn care practices, identification and care of low birth weight/preterm newborn (with referral as required), counselling and support for early Breast Feeding, improved weaning Practices, Identification of Birth Asphyxia, sepsis, Identification of congenital anomalies and appropriate referral, Family/community education on Prevention of Infections -ARI/Diarrhoea- identification and Initiation of treatment- ORS/	Complete Immunization, Vitamin A Supplementation, Monitoring and assisting VHND: Care of Common illnesses of new born, AGE with mild dehydration, pneumonia case management, Treat, stabilize and refer sever cases. Where deliveries take place: asphyxia management, newborn screening;	Birth Asphyxia, severe ARI, Diarrhoea management, treat,
3 Child health	Growth Monitoring, Prevention	Detection & Treatment	Management of

Health Condition: Numbers / 1000/yr	Care in the Community/Household visits/Community level meetings/School health Delivered by ASHA/AWW/School teacher	Care at the Sub Center outreach sessions Delivered by ANM/Mid level service provider	Care at the first referral site- PHC
Adolescent health 234 children/1- 10 Years of age 143adol./11-18 years of age	through IYCF counselling, access to food supplementation- all linked to ICDS Detection of SAM, referral and follow up care for SAM. Prevention of Anaemia, use of iodised salt; de-worming Prevention of diarrhoea, prompt and appropriate treatment of diarrhoea/ARI, referral where needed. Pre-school and School Child: Biannual Screening, School Health Records, Eye care, De-worming; Adolescent Health services: peer counselling, life skills education, personal hygiene,	of Anaemia and other deficiencies in children and adolescents Early detection of growth abnormalities, delays in development and disability Prompt Management of ARI and fever, Skin Infection, acute Diarrhoeas, Adolescent health- counselling, referral as per need	SAM children, severe anaemia, or persistent malnutrition, Severe Diarrhoea, & ARI management, Diagnosis and follow up plan for disability and delays in development
4 Reproductive health and Contraceptive Services 170 eligible couples-	Preventive education for early marriage, Identifying eligible couples, and motivating for Family Planning- delaying first child, spacing between two children, Access to spacing methods- OCP, ECP, condoms. Education and mobilizing for action against gender based violence Knowledge of and referral for RTI/STI, recognition of gender based violence	Counselling for Family Planning. Access to all spacing methods Including IUCD Medical abortion RTI treatment Syndromic First aid for GBV- link to referral centre and legal support centre.	IUCD, Vasectomy, Tubectomy, RTI/STI diagnosis and treatment, Manual vacuum aspiration, Hormonal & menstrual disorders tract infections and
5 Management of Chronic Communicable Diseases- Approx. 6 to 20 cases. - plus 1000	Tuberculosis, HIV, Leprosy, Malaria, Kala-azar, Filariasis, Other vector borne disease prevention, vaccination, use of RDT/prompt treatment initiation, vector control examination, follow up medication compliance Prevention - mass drug administration in filariasis, immunization for Jap B, RDK testing and treatment for	Tuberculosis, HIV, Leprosy, Malaria, Kala- azar, Filariasis, Other vector borne disease Diagnosis treatment plan, follow up diagnostics, RDK + Lab testing and treatment for all vector borne disease	Confirmation of diagnosis Management of Complications, Treatment Plan

Health Condition: Numbers / 1000/yr	Care in the Community/Household visits/Community level meetings/School health Delivered by ASHA/AWW/School teacher	Care at the Sub Center outreach sessions Delivered by ANM/Mid level service provider	Care at the first referral site- PHC
	malaria		
6 Management of Common Communicable Diseases & Basic OPD care- (acute simple illness)	Symptomatic care for fevers, URIs, LRIs, diarrhoeas, Skin Infections/Abscesses- Identify/refer Symptomatic care for aches and pains	Diagnosis and management of common fevers, ARIs and diarrhoeas, and skin infections. (scabies, abscess) Management of common aches, joint pains, common skin conditions, (rash/urticaria) Indigestions, gastritis Acute febrile illness,	Diagnosis and Management of all fevers, gastroenteritis and skin infections,
7 Management of Common Non-Communicable Diseases	1. Hypertension- Screening, Primary and Secondary Prevention 2. Diabetes mellitus - Screening Primary and Secondary Prevention 3. Silicosis, Fluorosis - Preventive action, early case identification, 4. Chronic Obstructive Pulmonary disease (COPD), and Asthma: Early detection, prevention- primary and secondary, 6. Epilepsy-early case identification, Mobilize +35 age group for NCDs for screening at Village Level	Hypertension- Medication, enable specialist consultation, Follow up measurements, Diabetes mellitus - medication, follow up including diagnostics, enable specialist consultation, early referral for treatment and complications Cancers - Cervical, Breast, Oral Screening, early referral. Silicosis, Fluorosis - follow up care Chronic Obstructive Pulmonary disease (COPD), and Asthma: Medication, follow up care	Hypertension- Medical management Diabetes mellitus - Medical management including complications Diagnosis, part of treatment and follow up- Cervical, Breast, Oral Silicosis, Fluorosis - early diagnosis, Chronic Obstructive Pulmonary disease (COPD) and Asthma: diagnosis, treatment plan Epilepsy- diagnosis, treatment plan

Suraya

	Health Condition: Numbers / 1000/yr	Care in the Community/Household visits/Community level meetings/School health Delivered by ASHA/AWW/School teacher	Care at the Sub Center outreach sessions Delivered by ANM/Mid level service provider	Care at the first referral site- PHC
			Epilepsy- Medication, early referral for complications.	
8	Management of Mental Illness	Screening for mental illness- using screening questionnaires/tools Community education and Preventive measures against Tobacco use and Substance Abuse, Identification of people for De-Addiction Centres,	Detection and referral of mental illness, follow up medication, counselling/support Confirmation and referral for de-addiction Management of Violence related concerns	Diagnosis and Treatment Plan for mental illness.
9	Dental Care	Education on Oral Hygiene & Substance Abuse, in community and schools- dental fluorosis- recognition	Dental hygiene -Tooth abscess, Screening for gingivitis, dental caries, oral scaling, extraction, cancers Treatment for glossitis, candidiasis (look for underlying disease), fever blisters, aphthous ulcers;	
10	Eye Care/ENT care	School : Screening for blindness and refractive errors, Community screening for congenital disorders and referral, Counselling and support for care seeking for blindness, other eye disorders first aid for nosebleeds, screening for congenital deafness, recognizing acute suppurative otitis media, other common ENT conditions, referral	Eye care in newborn, Screening for visual acuity, cataract and refractive Errors, Treatment of common eye problems- conjunctivitis, spring cataract, xerophthalmia, first aid for injuries, referral Management of common colds, ASOM, injuries, pharyngitis, laryngitis, rhinitis, URI, sinusitis	Cataract Blindness, Glaucoma, Trachoma,

	Health Condition: Numbers / 1000/yr	Care in the Community/Household visits/Community level meetings/School health Delivered by ASHA/AWW/School teacher	Care at the Sub Center outreach sessions Delivered by ANM/Mid level service provider	Care at the first referral site- PHC
11	Geriatric Care	Support to family in palliative care	Management of common geriatric ailments; counselling, supportive treatment, Pain Management and Provision of palliative care with support of ASHA	Referral care, diagnosis and treatment plans
12	Emergency Medicine	First Aid and First responder training for school teachers, Anganwadi workers and ASHAs.	Snake bites, scorpion stings, insect bites, dog bites Stabilization care in poisonings, trauma of any cause Minor injury, abscess management	Treatment of poisoning, management of simple fractures, basic surgery and surgical emergencies.

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Annexure B

Timings of UPHC

Summer	Morning	08 .00 am -12.00 pm
	Evening	05.00 pm - 07.00 pm
Winter	Morning	09 .00 am - 01.00 pm
	Evening	04.00 pm - 06.00 pm
Sunday & Holidays	Morning	09.00 am - 11.00 am

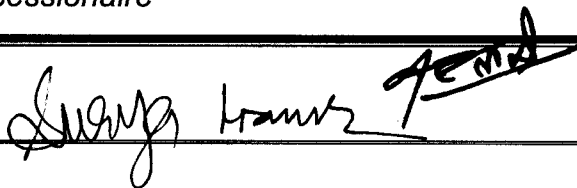
Annexure C

Human Resource at UPHCs

(As per Gol approval)

S. No.	Category of staff	Qualification	No of Post
1	Medical Officer – Full Time	MBBS Degree with Registration in RMC	1
2	Medical Officer – Part Time (Specialist)	Specialization in: Medicine Gynecology Pediatrician Dermatology ENT specialist	Maximum 12 visits per month per UPHC
3	Staff Nurse	Senior Secondary in Biology with GNM degree from registered institute , Registration in Rajasthan Nursing Council is must	2
4	ANM	Senior Secondary in Biology with ANM course from a registered institute , Registration in Rajasthan Nursing Council is must	5
5	Pharmacist	Senior Secondary in Biology with D Pharma/B Pharma from a registered institute , Registration in Rajasthan Pharmacy Council is must	1
6	Lab Technician	Senior Secondary in Biology or Mathematics with DMLT course from a registered institute , Registration in Rajasthan Paramedical Council is must	1
7	Accountant cum DEO	Graduation in commerce with diploma/certificate course in Computer application and Proficiency in English & Hindi typing	1
8	Support Staff	10 th Pass	1

Note: one PHM per UPHC will be provided by RSHS, other staff will be recruited by the concessionaire



Annexure D

Project Funding

The funds to be provided to the Agency (as per PIP provisions from GoI) for operating and managing the UPHC will be as follows:

Personnel Cost

Sr. No	Category of staff	No of Post per UPHC	Salary per month (In Rs.)	Maximum fund per annum (In Rs.)
1	Medical Officer – Full Time	1	40000	480000
2	Medical Officer – Part Time (Specialist)	NA	24000	288000
3	Staff Nurse	2	7900/-	189600
4	ANM	5	6300/-	378000
5	Pharmacist	1	8500/-	102000
6	Lab Technician	1	7500/-	90000
7	Accountant cum DEO	1	9000/-	108000
8	Support Staff	1	5300/-	63600
9	*Public Health Manager (PHM)	1	10000/-	120000
Total Annual Amount (in Lakh)			18.19 lakh	

**** Public Health Manager (PHM) will be provided to concessionaire by RSHS**

Note:

- *Maximum funding figures indicate the maximum amount which the Government will provide under the respective head. No additional fund will be provided in any case.*
- *No staff shall be paid salary at rates lesser than as indicated above*
- *Any amount over and above as indicated in funding arrangement shall not be reimbursed by the government to the concessionaire*

Rent of UPHC:

Locations where RSHS do not have permanent building for urban PHCs, there is a provision of run UPHC in rented building as per following norms:

Budget Head	Budget Allocation per UPHC per month (In Rs)
Max. Rent for UPHC at City level	40000
Max. Rent for UPHC at District level	25000
Max. Rent for UPHC in under cities	20000

*Note: Rent will be paid as per actual expenditure and rent agreement
Subject to ceiling of faire rent assessment by PWD/NHM civil wing.

Total Funding:

Budget Head	Budget per UPHC per year (In lakh)
HR Cost	18.19 lakh
Office Expenditure	1.20
Untied Fund	1.00
Outreach Camps	1.20
Rent	As applicable
Total Funding (In lakh)	21.59 (Excluding Rent & operational cost of kiosk)

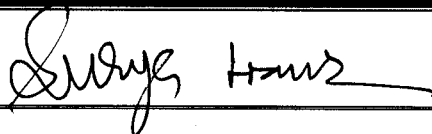
Note-

*Rs. 3.00 Lakhs is one time cost for Procurement of Furniture and Equipment's which will be given to the concessionaire, if fund is already not utilized.

Annexure E

Outreach Camp Details

- One outreach camp per urban PHC per month will be organized in vicinity of slum areas or in vulnerable areas only
- No outreach camp will be organized in the urban PHC building.
- NCD screening in outreach camp will be mandatory as per guidelines of the State Government
- All data related to outreach camp will be captured and will be sent to State Government along with monthly progress report.
- State Government will provide maximum fund of Rs. 10000 per camp per month per UPHC as per the guideline which will be provided to the concessioner by the State Government

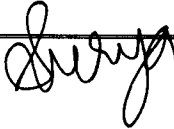
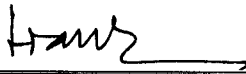
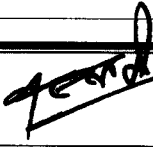
Annexure F **Performance Indicators**

Type of Service	No. of Days Functional	Average Attendance
OPD		
ANC Registration		
ANC registration within 12 week		
ANC – 3 checkup		
Primary Management of HRP		
PNC		
Immunization		
Outreach camps		
NCD screening		
Visits of ANM for UHND		
Visits of ANMD for HBNC		
FP services		

Note: This is an indicative list not an exhaustive list. It may be changed any time after the signing of the agreement as and when required and will be informed to Agency well in advance.

Personnel Availability

Category	Number	Presence	Number of days/month
MO			
Staff Nurse			
ANM			
Pharmacist			
Lab Technician			
ACDEO			
Support Staff			

Medicines & Consumables (M&C)

Number of Patients	Total Expenditure on M&C dispensed	Average Expenditure on M&C made per patient	Distribution of Expenditure by category of Medicine	Number of cases where the required medicine could not be made available

Cases Referred to District/General Hospital

Category of Disease	Number of Patients Referred

Surge *Thomas* *[Signature]*

Annexure G

The main terms and conditions for the staff working at UPHC.

- Staff would be paid a consolidated package .The package amount would include the element of House Rent.
- The package amount based on quality and efficiency of service rendered in the preceding year may be revised for the ensuing year by the amount not exceeding 5 % of preceding year's package amount by the MD-NHM.
- Leave up to 20 days only in a calendar year to be allowed.
- Maternity Leave to female employee up to 180 days to be allowed.
- Premium up to Rs.500/- per annum to be reimbursed from OE/Untied fund on production of receipt to the staff for mediclaim policy up to rupees 1 Lakh
- Provisions for group accidental insurance scheme by the concessionaire.