SERVICE LEVEL AGREEMENT

Entered into by and between

The Government of the Republic of South Africa through its Provincial Department of Health (hereinafter referred to as **"the PDoH"**)

Herein represented by _____ in his/her capacity as the _____ and duly authorized

And

_____

(Registration number _____)
(hereinafter referred to as "the Service Provider")

herein represented by _____

in his/her capacity as _____ and duly authorized.

Regarding

Service of Voluntary Medical Male Circumcision to the State

WHEREAS the NDoH aims to achieve the following objective of circumcising 80% of all eligible HIV negative males (10-49yrs) by December 2022 in line with the South African National Strategic Plan for HIV, STIs and Tuberculosis (2017-2022). PEPFAR partners will transition from districts across the country. In order to continue service delivery in these districts, the PDoH **will have** to contract service delivery providers.

AND WHEREAS the PDoH has appointed service delivery partner name as the Service Provider to achieve the abovementioned objectives;

AND WHEREAS the Service Provider has the capacity and wishes to achieve the objective in terms of this Service Level Agreement ("SLA")

NOW THEREFORE the Parties wish to enter into a SLA to formalize the agreement as follows:

1. DEFINITIONS

1.1 "AE" means Adverse Event or any injury, harm or undesired outcome that occurred during or following the male circumcision procedure;

1.2 "Client" means any individual who is receiving VMMC services or related HIV counselling and testing treatment at the Clinic**;**

1.3 "Clinic" means the site where VMMC services are provided, as specified from time to time;

1.4 "CPI" means the consumer price index excluding interest on mortgage bonds, for metropolitan and other urban areas (Base 2016=100) published from time to time by Statistics SA in Statistical Release PO141 provided that if:

(a) such index ceases to be published; or

(b) PDOH and the Service Delivery Partner agree (or, failing agreement, if it is determined by the Independent Expert pursuant to Clause 18 (**Error! Reference source not found.**) that due to a change in circumstances or a change in the basis of calculation such index is no longer representative, then from the date when the index was last published, the Parties shall use such other index as agreed between them or, failing

agreement, as determined by the Independent Expert as being a fair and reasonable replacement index;

1.5 "Contract" means collectively the letter of acceptance dated _____ including the general terms under tender RT35-2019 advertised in an open bid, this Agreement and the bidding documents submitted by the Service Provider;

1.6 "Date of commencement" means the date on which the SLA will come into effect which is the date of signature of the Party signing last;

1.7 "HAST manager" refers to a person appointed as the Accounting Officer of the Provincial Department of Health;

1.8 "HTS" means HIV Testing **Services**, a confidential counselling and testing process whereby individuals are provided with basic knowledge regarding transmission and prevention of HIV and the implications of an HIV test in preparation for the required informed consent to perform confidential testing in order to determine their HIV status, HIV testing and to follow testing up with post-test counselling

1.9 "Independent Expert" means:

(a) attorney or advocate of not less than 15 (fifteen) years professional experience and who is on the panel of arbitrators of the Arbitration Foundation of Southern Africa (AFSA), the identity of whom shall be agreed between the Parties or, failing agreement within 5 (five) Business Days of nomination by any Party by the Secretariat of AFSA for the time being, if the matter relates to any other legal matter; or

(b) auditor or accountant of not less than 15 (fifteen) years professional experience, the identity of whom shall be agreed between the Parties or, failing agreement within 5 (five) Business Days of nomination by any Party, by the President for the time being of the South African Institute of Chartered Accountants: Gauteng Region, if the matter relates primarily to a financial matter; and

(c) a health practitioner of not less than 15 (fifteen) years professional experience, the identity of whom shall be agreed between the Parties or, failing agreement within 5 (five) Business Days of nomination by any Party of the Health Professional Council of South Africa for the time being, if the matter relates to any other health matter;

1.10 "NDoH" means the South African National Department of Health

1.10 "Parties" refers to the PDoH and the service delivery partner name

1.11 "Patient Confidential Information" means all information, records, tests or disclosures of a medical or personal nature, relating to clients and supplied to either of the Parties, during the course of rendering any service to them as envisaged in this Agreement;

1.12 "PFMA" means the Public Finance Management Act, 1999 (Act no. 1 of 1999) as amended;

1.13 "Policy Violations" mean the violations as described under the National MMC Program (Annexure C);

1.15 "Program" means the VMMC services and related HIV testing, of service delivery partner name which is conducted at and/or from the clinic/mobile/roving facility as well as the provision of technical assistance;

1.16 "QA" means quality assurance;

1.17 "Service Delivery Partner(s)"means the recruited, subcontracted, contracted partners, suppliers and business associates that service delivery partner name has contracted, managing and reimbursing to provide the minimum package of **V**MMC services;

1.18 "Service Provider" means service delivery partner name; and

1.19 "this Agreement" refers to this SLA including all annexures and amendments as agreed to by the parties in writing and signed from time to time;

1.20 "VMMC" means Voluntary Medical Male Circumcision according to the quality standards outlined by the NDoH and World Health Organization (WHO) in their clinical and operational guidelines;

1.21 "WHO" means the World Health Organisation;

1.22 "service delivery partner name" means a**n** organisation, specializing in HIV prevention and men's health services.

2 Interpretation

In this SLA:

2.1 The headings of the clauses in this SLA are for the purpose of convenience and reference only and shall not be used in the interpretation nor to modify amplify the terms of this SLA nor any clause hereof, unless a contrary intention clearly appears;

2.2 Words importing any one gender includes the plural and vice versa, and the natural persons include created entities (incorporated or unincorporated and the state);

2.3 Any reference in this SLA to the "date of signature hereof" shall be read as meaning a reference to the date of the last signature of this SLA;

2.4 All schedules and annexures hereto shall be deemed to be incorporated herein and shall form an integral part hereof;

2.5 Where a number of days is prescribed in this SLA, it shall consist of business days exclusive of Saturday, Sunday or South African public holiday and shall be reckoned exclusively of the first and inclusively of the last business day;

2.6 Where a day upon or by which any act is required to be performed is not a business day, the parties shall be deemed to have intended such act to be performed upon or by the first business day thereafter;

2.7 "Confidential Information" means any of the PDoH or service delivery partner name trade secrets and information of a confidential nature (whether embodied in data, protocols and/or training materials or otherwise and whether in tangible or non-tangible form) including:

- **2.7.1** Know-how, processes, techniques, methods, designs and organizational and other structures;
- **2.7.2** Details of staff members employed by PDoH or service delivery partner name;
- **2.7.3** The SLA and financial arrangements between PDoH or service delivery partner name and its suppliers, customers, clients and other business associates;
- **2.7.4** Financial information of PDoH or service delivery partner name, including its funding and details of the remuneration paid to its employees;
- **2.7.5** Details of the prospective and existing business associates of PDOH or service delivery partner name;
- **2.7.6** The business and other strategies of PDOH or service delivery partner name;
- **2.7.7** All other matters which relate to PDOH or service delivery partner name and in respect of which information is not readily available in the ordinary course to the general public;

2.8 Confidential Information shall, however, not include information that:

2.8.1 Can be established at the time of disclosure to be (or after disclosure becomes) generally known or available to the general public through no act or failure to act by either of the Parties; or

2.8.2 Was already known to third parties (or was possessed by them) without restriction prior to the disclosure thereof by a Party to the other Party pursuant to this Agreement; or

2.8.3 Was lawfully acquired and free from restrictions from a third party having an unrestricted right to disclose same;

2.8.4 Is lawfully required to be disclosed by order of Court, applicable law or by a competent regulatory body.

2.9 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

2.10 Where annexures or definitions of this SLA contain a substantive provision conferring rights and/or obligations, effect shall be given thereto as if it forms part of the main body of this SLA;

2.11 Expressions defined in this SLA shall bear the same meanings in annexures or schedules to this SLA which do not themselves contain their own definitions; and

2.12 Where any term is defined within the context of any particular clause in this SLA, it shall bear the meaning ascribed to it for all purposes in terms of this SLA, notwithstanding that the term has not been defined in this interpretation clause.

3 PURPOSE/OBJECTIVE OF THE SLA

The purpose of this SLA is to establish the VMMC service delivery arrangement between the PDoH and service delivery partner name by ensuring that the objectives of the NDoH and PDoH are met. This SLA serves to enter into agreement to ensure continuity of MMC services in a PEPFAR transitioned districts, namely District name. This bid aims to provide high quality, high volume, and cost-efficient MMC services to all males (preferable aged 10-49) through fixed, outreach and mobile VMMC sites.

3.1 The main objective of this SLA is to provide VMMC services in District name_under a direct contract between the province name DoH and service delivery partner name.

3.2 service delivery partner name will hold a primary relationship with the PDoH under this Agreement. Under this SLA, service delivery partner name will provide VMMC to men 10 years of age and older (with the appropriate consent processes in place) from November 1st 2019 to March 31st 2023.

3.3 Part of the Scope of Work for the Appointed Service Provider entails recruiting, contracting, managing and reimbursing the contracted Service Delivery Partner*(s)*to provide the minimum package of MMC services to males (as per NDoH MMC guidelines)[1] in PEPFAR transition districts with the goal of contributing towards the district's MMC targets. The total number of Service Delivery Partners recruited in each district is left to the discretion of the appointed Service Provider – giving consideration to the size of the drainage area and what might be considered optimal coverage.

3.4 It is recorded that the primary objectives of service delivery partner name under the PDoH's aim of reducing the transmission of HIV through the prevention intervention of VMMC are to contract a Service Provider who specialises in HIV and more specifically VMMC in South Africa.

3.5 The Parties who therefore wish to enter into this Agreement in terms of PDoH willing to provide the service delivery partner name with funding and assistance as detailed hereunder, with the aim of providing VMMC on a cost per client basis, and as amended in accordance with the Contract.

3.6 Both parties hereby accept the SLA on the terms and conditions as contained in this Agreement.

4 THE SERVICE LEVEL AGREEMENT

4.1 The payment of funds by PDoH to service delivery partner name under this SLA, or any portion thereof, is conditional upon all the terms and conditions of this Agreement and on PDoH having sufficient funds to enable PDoH to make such payment.

4.2 PDoH shall be entitled to cancel this Agreement with immediate effect by giving service delivery partner name 30 days' written notice thereof.

4.3 Notwithstanding anything to the contrary in this Agreement:

[1] NDOH guidelines supersede WHO guidelines.

4.3.1 service delivery partner name acknowledges and agrees that PDoH may, in consultation with service delivery partner name and with reasonable cause (consistent and significant failing to meet program targets or Program QA standards and minimum package of services for VMMC or incurring a high number of AEs exceeding 2% per site per quarter) amend and/or adjust the amount, time and/or conditions of payment of any of the funds granted to service delivery partner name under the SLA. PDoH may not adjust downwards the agreed amount per circumcision as outlined in National Treasury Contract RT35-2019 signed on_____.

4.3.2 PDoH is not obligated to pay and/or reimburse service partner name for the expenditure of any amounts in excess of the total SLA amount (as amended from time to time).

4.4 Subject to the terms and conditions of this Agreement and in consideration for service delivery partner name compliance with its obligations in terms of this Agreement, PDoH hereby approve an amount of _____(in words) per procedure on a monthly basis for the period 1 November 2019 and will continue until 31 October 2022 in accordance with the budget.

4.5 service delivery partner name shall only use the SLA as set out in this agreement and shall not be entitled to contract, grant or otherwise give the use or benefit of the SLA funds to any third party without the express written consent of PDoH and vetting and approval of NDoH, which shall not be unreasonably withheld.

4.6 service delivery partner name shall (in addition to any other obligations imposed in terms of this Agreement) comply with all applicable South African Government Regulations including all the applicable requirements relating to the Programme, budgeting, reporting and auditing as agreed to between NDoH and PDoH from time to time. service delivery partner name acknowledges and agrees that –

4.6.1 Compliance with NDoH guidelines is critical in order for service delivery partner name to receive payment from PDoH;

4.6.2 service delivery partner name shall be solely responsible for ensuring that it keeps itself fully informed of any amendments, variations and/or additions to the South African Department of Health Guidelines from time to time.

5. PAYMENT OF THE SERVICE

5.1 All payments will be made once per month according to invoices submitted by service delivery partner name. At the close of the agreement, reconciliation will occur of all invoices. service delivery partner name will need to return any funds advanced beyond the amount on invoices submitted during the time of the agreement.

5.2 service delivery partner name will be required to submit an invoice in addition to their monthly VMMC statistics by the 7th of each new month in order for the PDoH to verify the number of VMMCs performed by the service delivery partner name.

5.3 On the last day of each month, PDoH will pay the sum of money invoiced by service delivery partner name, provided that this sum corresponds to the number of verified circumcisions performed by service delivery partner name.

5.4 The State reserves the right to reimburse the Appointed Service Providers by a factor more for males who are circumcised in the target age group 20-34.

5.5 Payments to service delivery partner name are inclusive of Value Added Tax ("VAT"). All expenses against the budget for direct cost will be VAT exclusive. service delivery partner name will submit an invoice each month inclusive of VAT and will not claim the VAT portion of any expense from the project funding.

5.6 service delivery partner name agrees to at all times implement and maintain strong internal financial controls, practices and procedures (all of which shall be in compliance with the South African National Government and PDoH 's requirements from time to time) for all amounts received through the SLA.

5.7 service delivery partner name acknowledges that international travel costs are not included in this or any Budget.

6. DURATION

6.1 This SLA shall not withstanding the date of signature become effective on the date of commencement being 01 November 2019 and shall endure for a period of 3 years until 31 March 2023.

6.2 The PDoH reserves the right to extend the SLA with the service delivery partner name on such rates and terms as may be agreed upon between the parties, or terminate on any other date as agreed upon for non-performance of the required services.

7. APPOINTMENT

7.1 The PDoH hereby appoints service delivery partner name who, with its signing of this SLA at the end hereof, accepts such appointment, to provide the services outlined, subject to the conditions set out herein.

8. APPLICABILITY OF OTHER DOCUMENTS

8.1 In the event of conflict between the provisions of any of the documents and this SLA, the provisions of this SLA shall take precedence over the provisions of such other documents.

8.2 The General Conditions of Contract and Specific Conditions of Contract (RT35-2019) shall be an integral part of this document and are incorporated as Annexure A of this SLA.

8.3 The National VMMC Working Practice Guidelines (Annexure B) gives an indication of the data reporting process in the VMMC program and service delivery partner name will be required to report data to the PDoH following these procedures.

8.4 The AE reporting algorithm (Annexure C) informs the standardized procedure of reporting AEs and should be strictly adhered to by service delivery partner name and Service Provider Partner(s). Non-adherence shall attract penalties or lead to breach of contract as described herein.

9. OBLIGATIONS OF THE SERVICE PROVIDER

The Appointed Service Provider undertakes:

9.1 To provide VMMC services to eligible HIV negative males in District name who are 10 years of age and older, with the correct consent processes in place and according to the quality standards set out in the WHO and NDoH VMMC implementation and clinical guidelines;

9.2 To offer VMMC to the target age group of males between the ages of 10-49 years old. However, clients who present for VMMC outside of this age range are still to be circumcised. The **priority** age group for demand generation is men between the ages of 20-34 years old. Modelling has shown that VMMCs conducted within this age group have the most impact in arresting the epidemic in South Africa, and is the most cost-effective in terms of infections averted.

9.3 To offer HTS to 100% of the VMMC clients as part of the VMMC service and to **actively** refer HIV positive clients to treatment and care services;

9.4 To educate clients on the benefits of VMMC using NDoH materials and guidelines to improve clients' knowledge of safe sexual practices through the use of dual protection, including condoms and other safe sex strategies;

9.5 To provide pre- and post- VMMC counselling, including informed consent for VMMC, abstinence counselling during the healing period and risk reduction;

9.6 To ensure staff providing VMMC services through this SLA receive on-going training and mentoring to ensure a high quality service;

9.7 To ensure that all AEs are properly managed and accurately reported. AEs should remain below 4% of all VMMCs conducted by each contracted Service Delivery Partner per site per quarter. Should the proportion of AEs fall outside this range and if there is no reporting of any severe notifiable AE's the Contract between the appointed Service Provider can be terminated immediately at the discretion of PDoH. The appointed Service Provider shall be obliged to undertake immediate remedial action as stipulated in Annexure C. Failure to do so will result in immediate termination of the Contract.;

9.8 To ensure the use of clinical algorithms and quality standards as per the WHO and NDoH VMMC clinical guidelines for the management and performance of VMMC surgical and device-based procedures;

9.9 To ensure VMMC health services waste is managed according to the World Health Organisation (WHO) and NDoH guidelines;

9.10 To ensure access to follow-up services two (2), seven (7) and fourteen (14) days after the provision of VMMC services to all patients;

9.11 To ensure appropriate staffing as well as on-going training, mentoring and supervision is provided to Service Delivery Partner(s) clinical staff to ensure high quality service.

9.12 To ensure that all staff of Service Delivery Partner(s) has legally binding written contacts of employment that includes reference to normal working hours, total remuneration, leave policy, and all other terms and conditions of employment.

9.13 To ensure that all staff Service Delivery Partner(s) are and remain registered with all applicable professional health councils, authorities and/or bodies in accordance with all applicable laws and regulations. Copies of proof of such registration in respect of all or any of the staff shall be made available to the PDoH at any time on request.

9.14 To ensure that the Service Delivery Partner(s) comply with and guarantee patient confidentiality and keep confidential all Patients' Confidential Information.

9.15 To ensure access to and create demand for VMMC services among males between the ages of 20-34 years of age, including site-specific social mobilization and collaboration with community and clinic-based partners that can help build demand.

9.16 To liaise with the NDoH and PDoH communication partners responsible for implementing mass media activities to generate demand for VMMC, to ensure that social mobilization approaches and strategies are aligned and that collateral material is utilized.

9.17 To ensure MMC data is uploaded on to the DHIS as per the VMMC Program Data Working Practice Guidelines (WPG) and **as per NDOH standard operating procedures**.

9.18 To ensure that quality M&E records and systems are maintained and updated based on MMC Client Consent Forms and conduct data validation on these Consent Forms prior to submitting invoices to the PDoH. The electronic administration system can be accessed at any time by the PDoH to track the number of VMMCs completed, and other relevant indicators.

9.19 To timeously provide the PDoH with all relevant Contract and SLAs of contracted Service Delivery Partner(s), including providing the names and specifics of any new Service Delivery Partner(s) not originally disclosed in the bidding process;

9.20 To timeously provide the PDoH with all relevant reports.

9.21 To maintain effective and constructive relationships with the PDoH site in the district in which the Service Delivery Partner(s) is conducting VMMCs as well as with partners in the province.

9.22 To determine if, when and how new VMMC technologies, including WHO-approved devices or other methods are proven safe, effective, feasible and acceptable to implement in

the South African context and to assist the NDoH with the implementation of these new instruments and devices.

10 ROLES AND RESPONSIBILITIES OF THE PDoH

10.1 Manage the interface between the end-user/structures in PDoH and the service delivery partner name;

10.2 Monitor service deliverables and outputs against the overall VMMC program objectives;

10.3 Monitor progress of service delivery partner name in District quarterly, identify issues and support corrective action to facilitate delivery;

10.4 Verify the number of VMMCs performed on a monthly basis by service delivery partner name in District;

10.5 Interrogate and reconcile the verified number of reported circumcisions in the age-appropriate male population with the invoiced amount provided by service delivery partner name in District

10.6 Authorize relevant scope and specification changes and all increases in budget requirements;

10.7 To provide the format of documents and outline processes required to expedite payment of invoices.

10.8 Manage interaction and coordinate activities with the Provincial, district and facility managers to enable service delivery partner name to carry out service delivery;

10.9 To confirm that PDoH is not in contravention of National Treasury Transversal Policy by PDoH confirming that they have not entered into any other VMMC contracts where RT35-2019 have been advertised and been agreed to entered into by PDoH.

11 SERVICE LEVEL MANAGEMENT AND REPORTING

11.1 The appointed Service Provider is required to present an inception report, after an initial meeting with the PDoH, detailing the work plan, key activities and timelines for the work (to be agreed upon with the PDoH).

11.2 Quarterly reports which provide a summary of operations and progress, including challenges, strengths and recommendations must be submitted to the MMC Program of the NDoH and PDoH (as well as the relevant district), the report must include the following:

- The number of Service Delivery Partner(s) contracted per district (indicating opening number of Service delivery partners at beginning of month, new contracts, terminated contracts and closing number of Service Delivery Partner(s)contracted);
- The number of men tested and counselled for HIV and received their test results;
- The number of HIV+ men **actively** referred to care and treatment services;
- The percentage and number of cases with moderate/severe AEs;
- The percentage of males who return for follow-up at least once within fourteen (14) days;
- The number of individuals lost to follow up (one month from the date of the **V**MMC).

11.3 A performance report which outlines the number of circumcisions conducted by contracted Service delivery partners, disaggregated by age group, site, sub-district, district and province. Age must be disaggregated according to the following age groups:

- 10-14
- 15-19
- 20-34
- 35-49
- 50+

11.4 The Appointed Service Provider must report all **V**MMCs through the DHIS using the PDoH M&E system.

11.5 The PDoH is entitled to monitor the quality of the Contract and/or progress towards **V**MMC targets and the appointed Service Provider shall fully cooperate with PDoH and its representatives and/or advisors and give them full access to all information, books and records relating thereto; including all records and data for all or any of the patients.

12 TERMS OF PAYMENT, PRICE ADJUSTMENT AND INVOICES

12.1service delivery partner name will be offered a payment of _____ per circumcision, subject to clause 13, as per negotiations with the Provincial Department of Health.

12.2 The approved payment amount in this Agreement shall be adjusted by CPI on the 1st and 2nd anniversary (i.e. 1st April 2021 and 1st April 2022) of this Agreement.

12.3 The amounts indicated above are inclusive of VAT and PDoH will action payment to service delivery partner name within 30 days after receipt of each correct invoice in addition to verified statistics for the work performed to the satisfaction of the PDoH.

13 PERFORMANCE AND PENALTIES

13.1 Service delivery partner name agrees to perform the services in accordance with the service standards outlined in the tender bid documents and to the satisfaction of the PDoH during the term of this SLA.

13.2 All services not conforming to these requirements, including substitutions and alterations not properly approved and authorized, may be defective.

13.3 The PDoH is entitled to impose penalties for late or defective performance and policy violations (Annexure C) by the Service Provider. In this regard, the PDoH shall deduct 5% from the amount due and payable to service delivery partner name for a **V**MMC deliverable. This can be in the form of Adverse Events incurred by the patient upon having the **V**MMC procedure or Policy Violations. Each Adverse Event or Policy Violations shall be treated individually and can be aggregated. For the avoidance of doubt and for example, three Policy Violations can attract a 15% penalty deduction, coupled with one AE amounts to 20% penalty deduction.

13.4 If it is found that the rate of AEs continues to exceed 4% over a quarter, the PDoH reserves the right to review and potentially suspend/terminate the service delivery contract with service delivery partner name in District..

13.5 If it is found that there are more than 2 Policy Violations per month, the PDoH reserves the right to review and potentially suspend/terminate the service delivery contact with service delivery partner name in District.

13.6 The PDoH absolves itself from all litigation/legal charges laid by clients who incur AEs or Policy Violations at service delivery partner name facilities in District.

13.7 Failure to take remedial action (Annexure C) by the service delivery partner name and Service Provider Partner(s) shall constitute a breach of this Contract.

13.8 Non-reporting of severe or higher AEs by either the service delivery partner name or the Service Provider Partner(s) constitutes a breach of this Contract.

13.9 Any repeat non-performances after remedial action has been taken PDoH shall be entitled to cancel this Agreement with immediate effect by giving the service delivery partner name 30 days ‘written notice.

14 ASSIGNMENT, CESSION AND DELEGATION

14.1 Assignment, cession and/or delegation of any rights and obligations respectively under this SLA to any third party shall be dealt with in terms of the PDoH policy of

_____

14.2 This SLA is also binding on the successors in title, assignees and administrators of the respective parties.

15 INTELLECTUAL PROPERTY (“IP”)

15.1 Parties shall not enquire any rights, title or interest of any kind in any information and/or IP which vests in another party on the effective date or which is subsequently acquired by such other party including without limitation, any brand name or trade mark of the party of any of the party’s subsidiaries, which IP the parties hereby acknowledge to be the sole and exclusive property of the party (including its subsidiary as the case may be) such IP is vested in on the effective date. If called upon to do so by the other party, the requesting party shall sign a user agreement in respect of any such IP with the owner thereof.

15.2 IP created pursuant to this SLA belongs to the PDoH.

15.3 This clause shall survive until termination of this SLA.

16 CONFIDENTIALITY

16.1 The parties agree to keep confidential and not to disclose to third parties any information provided by either party or as a witness by that party or its employees in the course of performance of services pursuant to this SLA unless the party concerned has received prior written consent of the other party to make such disclosure.

16.2 The parties to this SLA shall not make use of the other party’s letterhead nor shall it publish the other party’s performance of services without the other party’s written consent.

16.3 This clause shall survive until the termination of this SLA.

17 FORCE MAJEURE

Failure of any part of the parties to fulfill any of its obligations under this SLA due to force majeure shall be dealt with in terms of _____.

18 BREACH AND TERMINATION

In the event either party breaching any provision of this Agreement ("the defaulting party") and failing to remedy such breach within thirty (30) days of receipt by it of such a written notice from the other party ("the aggrieved party") calling upon it to rectify such breach, the aggrieved party shall be entitled to either:

(a) Cancel this Agreement summarily; or

(b) Seek specific performance of the defaulting party's obligation in terms of this Agreement;

(c) Without prejudice to the aggrieved party's right to claim such damages.

19 SETTLEMENT OF DISPUTES

Any disputes arising from the interpretation, application or implementation of this SLA shall be resolved by way of negation and the parties to the dispute shall attempt in good faith to come to an agreement in relation to the disputed matter, failing which the parties agree to the fast-track dispute mechanism, failing which an arbitrator shall be appointed by agreement, whose decision shall be final and binding.

Fast-track dispute mechanism

(a) Disputes expressly referred for determination pursuant to this Clause 19 (**Error! Reference source not found.**) shall be determined by the relevant Independent Expert.

(b) If the Parties fail to agree on the subject matter in dispute, such subject shall be determined (at the request of either Party) by the secretariat of the Arbitration Foundation of Southern Africa for the time being.

(c) Prior to the appointment of an Independent Expert, the Parties may, in the absence of any dispute and from time to time, identify and agree for one or more of the categories of Independent Experts, a panel of Independent Experts, on account of expertise and likely cost or fee rate.

(d) Within 5 (five) Business Days after a dispute has been referred by either Party to the appropriate Independent Expert, the Independent Expert shall require those Parties to submit in writing their respective arguments. The Independent Expert shall, in his/her absolute discretion, consider whether a hearing is necessary to resolve the dispute.

(e) It shall be entirely within the power and competence of the Independent Expert to decide upon any matters related to the proper preparation of the dispute for hearing and in that regard the Independent Expert shall direct the relevant Parties accordingly.

(f) The Independent Expert shall set the date for the hearing, choose the venue for the hearing, and determine all matters regarding any aspect of the hearing. The Independent Expert can decide whether at the hearing the relevant Parties are to give oral evidence or confine themselves to presenting their cases in writing or by some other appropriate procedure. In this regard, the Independent Expert must be guided by considerations of fairness, the cost-effective resolution of the dispute, and the need to resolve the dispute quickly.

(g) The Independent Expert shall provide all Parties to the dispute with his/her written decision on the dispute, within 20 (twenty) Business Days of the referral (or such other period as the Parties may agree after the referral). The Independent Expert shall give his/her reasons for the award, if so requested by either Party.

(h) The Independent Expert's costs of any referral shall be borne as the Independent Expert shall specify or, if not specified, equally by the Parties.

Each Party shall bear its own costs arising out of the referral, including its legal costs and the costs and expenses of any witnesses.

(i) The Independent Expert shall act impartially and may take the initiative in ascertaining the facts and the Law.

(j) Should the need arise for any Party to seek interim or temporary relief before the adjudication is finalised, that Party may apply to the Independent Expert to grant such interlocutory order or give the required temporary relief and the Independent Expert shall have the same power to do so as if the matter were one heard by a judge in the High Court of South Africa, save that if by law such power or order cannot be exercised or given by an Independent Expert then, and then only, should the Parties refer such matter to such High Court.

(k) The proceedings shall be confidential and all information, data or documentation disclosed or delivered by any Party to the Independent Expert in consequence of or in connection with his/her appointment as Independent Expert shall be treated as confidential. Neither the Parties nor the Independent Expert shall, disclose to any person any such information, data or documentation unless the Parties otherwise agree in writing, and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Independent Expert's work.

(l) The Independent Expert is not liable for anything done or omitted in the discharge or purported discharge of his/her functions as Independent Expert, unless the act or omission is grossly negligent or in bad faith. Any employee or agent of the Independent Expert is similarly protected from liability.

(m) Should any Party fail to co-operate with the Independent Expert with the result that in the view of the Independent Expert such default or omission prejudices the adjudication process, then the Independent Expert can either:

(i) give that Party written notice that unless it remedies the default or omission within a given time, it will forfeit the right to continue to participate in the adjudication; or

(ii) warn the Party in writing that its default or omission may make it liable to a punitive order of costs irrespective of whether it succeeds in the adjudication or not, and such punitive award of costs may include an order of attorney and client costs or attorney and own client costs as those expressions are understood in the Uniform Rules of Court.

(n) The Independent Expert shall be deemed not to be an arbitrator but shall render his/her decision as an expert and the provisions of any Law relating to arbitration shall not apply to the Independent Expert or his/her determination or the procedure by which he/she reaches his/her determination. The Independent Expert's decision shall be final and binding on the Parties in the absence of manifest or clerical error.

20 AMENDMENT OF THIS SLA

Any variation, addition or amendment of this SLA, shall be dealt with in terms of _____.

21 INDEMNITY

The Service Provider hereby indemnifies and holds the PDoH harmless against any claims of any nature whatsoever and however arising out of any respective individual willful or negligent action or omission by the Service Provider.

22 FRAUD AND CORRUPTION

Should it be found at any stage of this SLA including (negotiations) prior and subsequent to the effective date as well as upon and after termination of this SLA, that any party to this SLA and/or any third party involved directly or indirectly in this SLA, has performed or contemplated performing an act of fraud or corruption, either in the award of this contract or any past or current or future endeavors involving the parties to this SLA, which resulted in either party suffering loss, injury/damage including to its reputation, the SLA shall terminate immediately, notwithstanding anything to the contrary contained herein, and the innocent party shall be entitled to invoke the remedies available to it contained in this SLA as well as

to proceed against any and all individuals in their personal capacity who performed the corrupt act. This clause shall survive until the termination of this SLA.

23 AUDITS AND INSPECTIONS

The parties agree that PDoH may, through their internal or external auditors -

24.1 Undertake a complete audit of service delivery partner name's financial records pertaining to this program to confirm the accuracy of transactions, and/or the inflow of payments to or from various sources and calculation of reserves; and

24.2 On a monthly basis, carry out verification of VMMC statistics reported by service delivery partner name by means of electronic systems and manually.

24.3 Any cost related to such investigations and the provision of audit certificates on request, where necessary, shall be for the party requesting the audit and/or inspection provided the party, being audited or inspected, is not found guilty of any wrong-doing including negligence, who if found to be guilty, the costs shall be borne by such guilty party.

24.4 Both parties shall retain all records that may be required for auditing for the periods prescribed by law.

24.5 This clause shall survive termination of this SLA.

25. DOMICILIA AND NOTICES

25.1 The PDoH chooses as its *domicilia citandi et executandi* for all purposes arising from this SLA, the addresses specified below:

Attention: _____

Physical: _____

_____

_____

Postal: _____

_____

_____

Telfax: _____

Email: _____

25.2 Service delivery partner name chooses as its *domicilia citandi et executandi* for all purposes arising from this SLA, the addresses specified below:

Attention: _____

Physical: _____
_____
_____

Postal: _____
_____
_____

Telefax: _____

Email: _____

25.3 Either party may amend its *domicilium citandi et executandi* by means of written notice to the other party, provided that such domicilium shall be a physical address within the Republic of South Africa.

25.4 Any notice, request, consent or communication made between parties pursuant to this SLA shall be in writing and shall be delivered by hand or sent by prepaid registered post or sent fax or email.

25.5 A notice, request, consent or communication is presumed unless the contrary is proven, to have been given:

25.5.1 if hand delivered during business hours on a business day, on the day of delivery;

25.5.2 if posted by prepaid registered post, 5 (five) business days after the date of posting thereof; or

25.5.3 if sent by email, on the first business day following the day of sending of such email.

25.3.4 notwithstanding anything to the contrary contained or implied in this SLA, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

26. **GENERAL**

26.1 This SLA, signed in two originals, constitutes the sole record of the agreement between the parties in regard to the subject matter hereof. Each party to retain one of the two signed originals.

26.2 No party shall be bound by any representation, express or implied, warranties, promises or the like, not recorded herein, incorporated as an Annexure or otherwise reduced to writing and signed by or on behalf of the parties.

26.3 This SLA supersedes and replaces prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.

26.4 No relaxation of the terms of this SLA and no indulgence which one party may grant to the other will in any way operate as an estoppel against the former party or be deemed to be a waiver of its rights, or in any other way limit, alter or prejudice those rights.

27. **GOVERNING LAW**

This SLA is governed by the law of the Republic of South Africa.

28. AUTHORITY

Each person signing this SLA for and on behalf of a party hereby warrants in his official capacity that he is duly authorized by such party to do so.

29. COUNTERPART SIGNING OF THE SLA

The parties agree that this SLA may be signed at different times and in different places, and in copy provided the content of the SLA and signatures are exact replicas (counterparts) of the originals when put together. The signed SLA's when put together shall constitute a binding agreement between the parties.

THUS DONE AND SIGNED on behalf of the **PARTIES** by their duly authorized representatives, in the presence of the undersigned witnesses, at the places appearing in the appropriate spaces below, on the dates as specified.

Annexure A

OPEN BID: RT35-2019

SPECIAL CONDITIONS OF CONTRACT

THE APPOINTMENT OF SERVICE PROVIDERS TO PERFORM MEDICAL MALE CIRCUMCISIONS SERVICES ON BEHALF OF THE STATE FOR THE PERIOD 1 NOVEMBER 2019 TO 31 MARCH 2023

CLOSING DATE AND TIME OF BID:
5 JULY2019 at 11h00

NON-COMPULSORY BRIEFING SESSION: 18 JUNE 2019

BID VALIDITY PERIOD: 120 DAYS

NATIONAL TREASURY
TRANSVERSAL CONTRACTING

WORKING PRACTICE GUIDELINE (WPG)

VOLUNTARY MEDICAL MALE CIRCUMCISION DATA FLOW PROCESS

CONTENTS

1. PURPOSE 3
2. BACKGROUND 3
3. SCOPE 3
4. VMMC INFORMATION MANAGEMENT PROCESSES 3
5. DATA CAPTURING SCENARIOS 6
6. REFERENCE DOCUMENTS 7

DEFINATION OF TERMS

1. Fixed facility:	A MMC initiating facility that also provinces MMC
2. Non-initiating site:	A site that recruits and register clients but further refers for the actual procedure.
3. Non-Fixed healthcare site:	A mobile facility (truck, van or bus) that is normally staffed by a team consisting of a Doctor, Clinical Associate, professional and enrolled nurses, a counselor and a data capturer
4. Non-healthcare site:	A public or community recreational facility that is used during a mass campaign or camp
5. Non DHIS facility:	A fixed facility that does not have the required equipment to electronically capture data of successfully circumcised clients
6. Non-MMC healthcare site:	A site that does not provide MMC but sometimes initiate and refer.
7. Catchment facility:	A local or community level facility that clients who have been successfully circumcised return to for follow- up

LIST OF ABBREVIATIONS

AE's	Adverse Events
DHIS	District Health Information System
DHMIS	District Health Management Information System
DIO	District Information Officer
DoH	Department of Health
FIO	Facility Information Officer
GP	General Practitioner
HMIS	Health Management Information System
M&E	Monitoring and Evaluation
MMC	Voluntary Medical Male Circumcision
IP	Implemantation Partners
NDoH	National Department of Health
NIDS	National Indicator Data Set
PEPFAR	Presidents Emergency Plan for AIDS Relief
SAG	South African Government
SOP	Standard Operations Procedure
TMC	Traditional Male Circumcision
WPG	Working Practice Guideline

1. PURPOSE

1.1. The aim of this Medical Male Circumcision (MMC) data Working Practice Guideline (WPG) is to provide guidance and to clarify the responsibilities and procedures for effective management of aggregated routine MMC data collected at all sites providing MMC in South Africa.

2. BACKGROUND

2.1. According to the National Health Act (Act 61 of 2003), the National Department of Health (NDoH) is required to facilitate and coordinate the establishment, implementation and maintenance of health information systems, including MMC data at all levels. The District Health Management Information System (DHMIS) Policy 2011, defines the requirements and expectations to provide comprehensive, timely, reliable and good quality routine evidence for tracking and improving health service delivery. The strategic objectives of the policy are to strengthen monitoring and evaluation (M&E), through standardisation of data management activities and to clarify the main roles and responsibilities, at each level, for each category of staff to optimise completeness, quality, use, ownership, security and integrity of data.

3. SCOPE

3.1. This MMC Data WPG is intended for, and is to be implemented and used by all employees and contractors involved with data collection activities including but not limited to filing, management and storage of MMC data, at the Department of Health (DoH) facilities, partner facilities, traditional medical circumcision schools and private sector sites.

3.2. Managers from facilities, sub-districts, districts and all other VMMC implementing partners are to ensure that all relevant staff and team members are trained on the contents of this WPG.

3.3. Please refer to the DHMIS Standard Operating Procedures (SOP) for the general management of data. This MMC data WPG refers to the capturing of VMMC data only.

4. MMC INFORMATION MANAGEMENT PROCESSES

4.1. The general principles for collecting and reporting MMC data are captured in the table below. In essence, these WPG seeks to ensure that all MMC data is recorded

on DHIS, regardless of who conducts the MMC (IPs or DoH). In addition, the data should be captured into DHIS at the lowest level possible (preferably at community level facilities), whilst there should be a paper trail or source of data in the form of patient files and registers for audit and litigation purposes.

4.2. Community level facilities refer to non-fixed healthcare sites (e.g. mobile units), or non-healthcare sites (e.g. schools, stadiums, camps, campaigns, and events).

4.3. All data for MMC's conducted at non fixed healthcare sites or non-healthcare site should be submitted to the nearest fixed health care

4.4. **Guiding principles:**

	General instructions for VMMC service providers and data capturers
(1)	**Patient files**
1.1	In general, patient files for each client should be opened and safely kept at the site at which the MMC is conducted regardless of whether it is performed by the DoH, IPs or private sector partners. IPs must leave a copy of the patient's file at the site at which the VMMC is conducted. Only in the following cases, should the above process differ: i. If the MMC is performed at the community level (non-fixed healthcare site or at a non-healthcare site), the patient file should be transferred to and kept by the catchment facility. ii. If the MMC is performed at a facility that does not have the space or capacity to store patient files, these files should be transferred to the nearest catchment facility for storage. However the initiating facility should strive to ensure that it has the space and capacity to store patient files in future.
1.2	Where a client is referred from another facility, the name of this facility should be referenced in the patient file and surgical register.
1.3	VMMC follow-up consultations (including AE's) should be recorded in the patient file.
(2)	**Registers**
2.1	All data of successfully circumcised clients must be entered into the register (surgical, theatre or MMC register) daily at the site at which the MMC is conducted. Partners must leave a copy of the register at the site at which the MMC is conducted. Only in the following case, should the register be transferred to and kept by the catchment facility: i. If the MMC is performed at the community level (non-fixed healthcare site or at a non-healthcare site).
2.2	Where a client is referred from another facility, the name of this facility should be referenced in the surgical register.

(3)	**Data**

	All data of surgical and device-based circumcisions must be left at the site where the MMC was conducted, regardless of whether it is performed by DoH, Implementing Partner or private sector partners. Where the MMC was submitted by an IP, the person submitting the data should sign for the data. Only in the following case, should the above process differ: i. If the VMMC is performed at the community level (non-fixed healthcare site or at a non-healthcare site), the MMC data must be submitted to the catchment facility before the end of the month.
(4)	**Monthly Input Form** (Monthly Statistics Form)
4.1	Catchment facilities must collate all reported data at the end of every month, including data submitted by partners, from MMC providers at the community level, Correctional Services, and private practitioners, and enter the total MMCs performed on the Monthly Input Form.
4.2	MMC patient data totals transferred from registers into Monthly Input Forms should tally.
4.3	All MMCs must be reported and captured in line with the current NIDS.
(5)	**Data capturing onto the DHIS**
	Data must be captured from the Monthly Input Form onto the DHIS. i. If the facility has the infrastructure to capture data: Capture data directly onto the DHIS from the Monthly Input Form. ii. If the facility does not have the infrastructure (e.g. some DoH clinics, private General Practitioner rooms, etc.): Submit Monthly Input Forms to the sub-district/district for capturing onto the DHIS.
(6)	**Registering Organisational Units**
	Correctional Services, mobile units and private General Practitioners who conduct a significant number of MMCs, more than 10 per year, should register as Organisational units (OrgUnits) on the DHIS.
(7)	**Recruitment of clients and Follow-up**
	A number of facilities do not have the capacity to conduct MMC but might be allocated targets by the district. These facilities might initiate or recruit clients and refer to facilities where the MMC service is offered:
7.1	The facility at which the MMC is initiated but not conducted must send a referral note (up referral) with the client to the site at which the MMC is conducted. The site at which the MMC is conducted will then send a referral note (down referral) back to the facility at which the MMC was initiated. Follow-up might occur at either facility.
7.2	Facilities that do not conduct MMC's but recruit clients can keep internal records to prove that they were instrumental in recruiting clients that ultimately contributed to district targets. These records should not be captured onto DHIS.
7.3	Partners and DoH should try and recruit clients for MMC camps from the catchment area of the facility where the MMC will be conducted. This will ensure that the vast majority of clients will return to the facility where the MMC was conducted for follow-up.

5. DATA CAPTURING SCENARIOS

Hospital or Clinic or CHC

Standard Procedure

1. Open a patient file at the facility.
2. Transfer data from the patient file to the register.
3. Collate data on a weekly basis from facility and community.
4. Validate data from all service delivery points.
5. Capture data from the register into the Monthly Input Form.
6. Conduct data quality assessment on the Monthly
7. Capture data from the Monthly Input Form onto the DHIS OR submit Monthly Input Form to sub-district/ district.

District roving team

To healthcare facility

- Open a patient file at the facility.
- Transfer data from the patient file to the register.
- Validate data.
- Leave patient files and registers at the facility.
- Continue with standard data procedure (Step 5-7)

Facilities that do not offer MMC

Clients are referred

- Refer the client to a facility where the VMMC will be performed.
- Send a referral note with the client to the site at which the MMC will be performed.
- Open a patient file for follow-up purposes.
- The facility at which the MMC is performed will record where the MMC was initiated and send a referral note back.

Outreach team or camp

To healthcare facility

- Open a patient file at the facility.
- Transfer data from the patient file to the register.
- Validate data.
- Leave patient files and registers at the facility- or **copies** in the case that the MMCs are conducted by a Partner.
- Continue with standard data procedure (Step 5-7)

Campaign or event

Not at a healthcare facility

- Open a patient file.
- Transfer data from the patient file to the register.
- Validate data.
- Transfer patient files and registers to the catchment facility.
- Continue with standard data procedure (Step 5-7)

Correctional Services

- Open a patient file at the site.
- Transfer data from the patient file to the register.
- Validate data.
- Capture data from the register into the Monthly Input Form.
- Conduct data quality assessment on the Monthly Input Form.
- Submit Monthly Input Form to sub-district/district.

(DCS must ensure that they are registered as an Org Unit on the DHIS.)

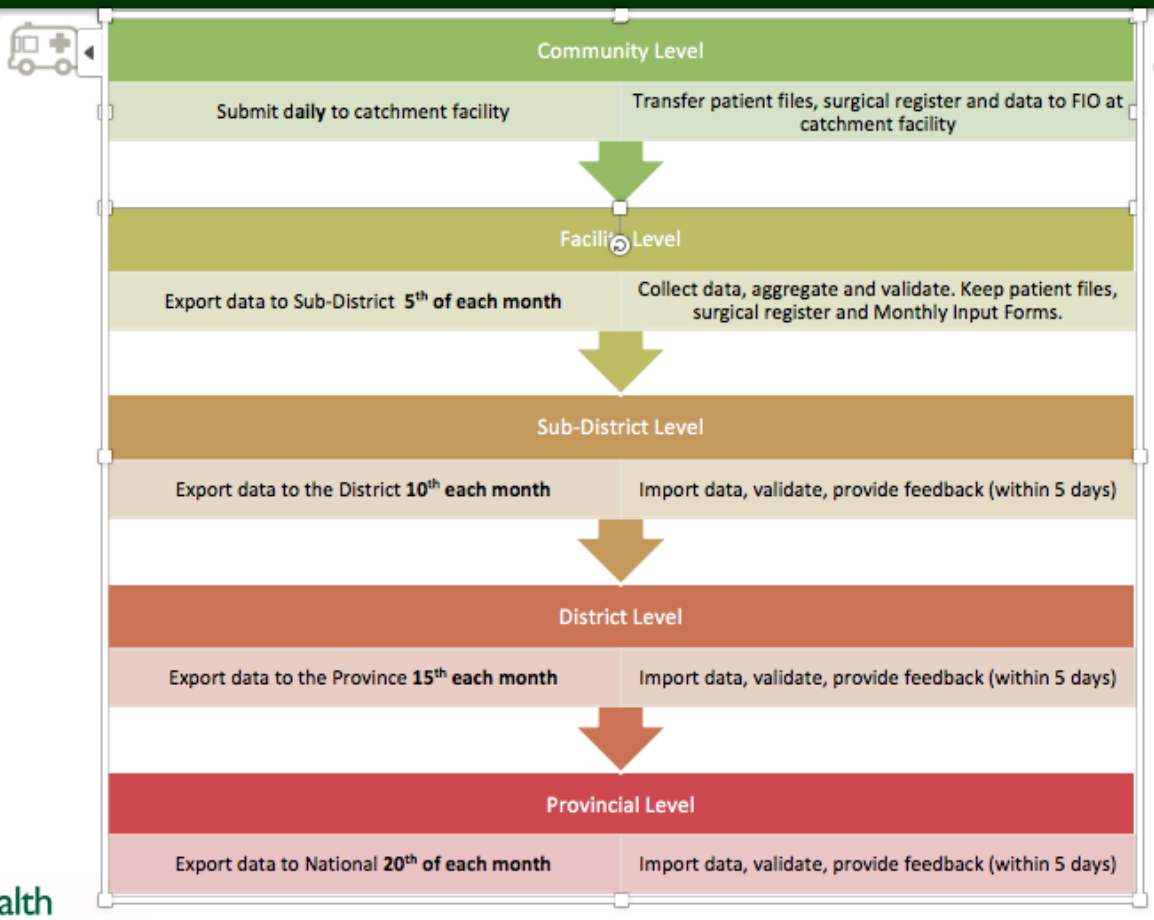
6. REFERENCE DOCUMENTS

Individuals using these procedures should become familiar with the following documents:

6.1.1 DHMIS Policy, National Department of Health, 2011.
6.1.2 DHNIS Policy, Standard operating Procedure:Facility level, November 2012
6.1.3 National Health Act (Act 61 of 2003): Commencement Section 53 of the National Health Act, 2003.
6.1.4 PHC Supervisory Manual, National Department of Health, October 2009
6.1.5 Promotion of Access to Information Act (Act 2 of 2000): GN 585, Government Gazette 26332, 14 May 2004.
6.1.6 Public Audit Act of 2004 (Act 25 of 2004): Government Gazette Vol 474, Cape Town, 20 December 2004 No. 27121.
6.1.7 Public Finance Management Act (Act 1 of 1999): Public Finance Management Amendment Act (Act No. 29 of 1999).
6.1.8 Statistics Act (Act 6 of 1999): Government Gazette Vol. 406, Cape Town 21 April 1999. No. 19957.
6.1.9 Treasury Regulations: Government Gazette, Vol. 500, Pretoria, 20 February 2008, No 29644.
6.2 Health National Service Delivery Agreement (NSDA) 2011

National Department of Health
Civitas Building,
222 Thabo Sehume St,
Pretoria,
0001
012 395 8000

Data Flow



health
Department:
Health
REPUBLIC OF SOUTH AFRICA

Annexure C

Adverse Events (AEs), Reporting and National MMC Program Policy Violations

1. **Adverse Events (AEs) and Reporting**

According to the NDoH VMMC Guidelines, AEs are defined as follows:
"Any injury, harm or undesired outcome that occurred during or following the male circumcision procedure that would not have occurred if the client had not undergone the procedure."

AEs are classified as mild, moderate and severe with further description given to the type of AE such as bleeding, pain or infection. The timing of the incident can occur intra-operatively or post-operatively (1-6 or more days after the operation).

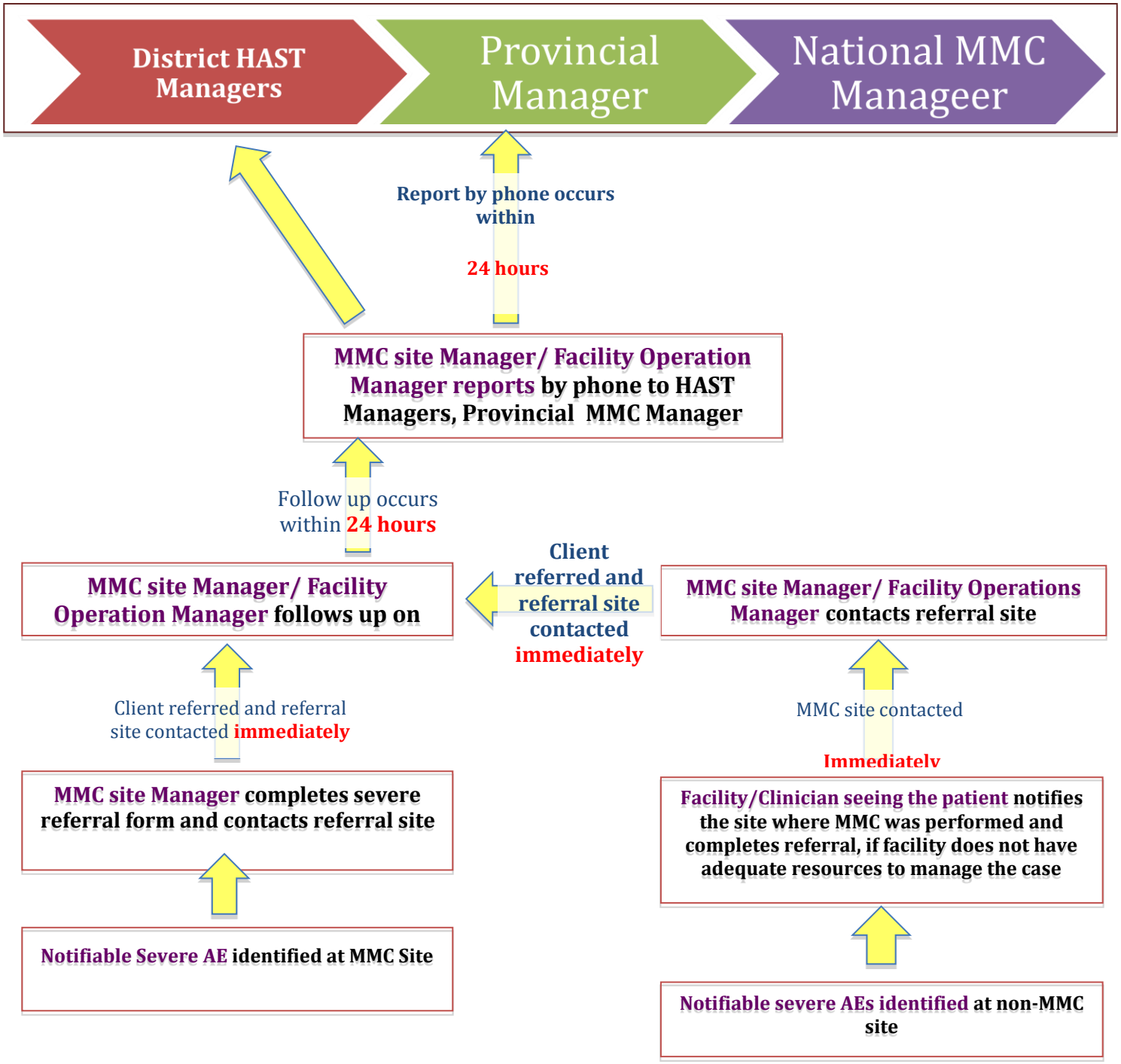
Mild classification refers to minimal or no intervention required beyond reassurance and observation. These should be appropriately documented but not reported. Moderate classification refers to those AEs that are neither mild nor severe but require some form of intervention and usually managed clinically on site. Due to a higher level of severity, AEs with a moderate classification need to be documented and reported on a monthly basis. Lastly, AEs with a severe or higher classification requires an extensive intervention and in most cases with referral or specialist input. Severe classifications of AEs demand **an immediate notification** to higher levels and this should accompany documentation and monthly reporting and immediate remedial action. This remedial action shall take the form of: remedial training (e.g. three day MMC refresher training including AE training), mentoring and supervision by the Service Delivery Partner(s) clinical staff to ensure high quality service.

AEs with a severe or higher classifications that are notifiable may require referral to another facility or department for complications and hospitalisation. These AEs include but are not limited to:

- Death
- the complete or partial amputation of the glans or penile shaft
- complete glans laceration

- tetanus, including non-fatal cases
- any AE that results in a disability the is likely to be permanent
- any AE that results in anatomic deformity that is likely to be permanent
- any AE that results in hospital admission for more than 3 days

The following AE algorithm describes the process of reporting AEs:



2. National MMC Program Policy Violations

The following shall constitute National MMC policy violations:

1. No sedation or general anesthesia use
2. No client post circumcision follow-up as per protocol
3. No emergency supplies, equipment and trained staff on site
4. No HIV testing recommended and provided (HIV testing is not compulsory)
5. No written informed consent retained for clients or parental/guardian consent for minor clients
6. No immediate reporting of any death or notifiable adverse event as per protocol
7. No VMMC for clients aged <10 years should be provided nor will be counted as achievements in results
8. Boys aged 10 through 14 years of age and those with immature genitalia should not be circumcised using the forceps-guided surgical method
9. Clients must receive written instructions on recommended post-procedure wound care that explicitly address the risk of wound infection including the danger of using traditional remedies for wound care
10. Only surgical methods described in the WHO/UNAIDS/Jhpiego Manual for Male Circumcision Under Local Anesthesia or medical devices pre-qualified by WHO or approved by the National Department of Health may be used

Should a Policy Violation occur the appointed Service Provider shall be obligated to take immediate remedial action. This remedial action shall take the form of: remedial training, mentoring and supervision by the Service Delivery Partner(s) clinical staff to ensure high quality service. Remedial action should ideally focus on reviewing internal systems and processes to identify gaps. Methodology for this is provided in the CQI guidelines. Providers should conduct regular in-service trainings on MMC service delivery guidelines and protocols and should include clinical guidelines, HIV and MMC counselling guidelines, In-service communication guidelines as well as wound care and follow-up guidelines. The appointed service provider name shall agree to conduct audits of its own staff and that of its Service Delivery Partner(s) to ensure that such remedial has taken place and report such to PDoH. Failure of which shall constitute a breach of this Contract.

END