

SERVICE LEVEL AGREEMENT (SLA)

SERVICE PROVIDER SCHEDULE OF SERVICES AND SERVICE LEVELS

Entered in

Between

Service Provider

(Registration Number: Service Provider)

("Service Provider")

And

TRANSNET SOC LTD

("Transnet")

1. Definitions

1.1. The defined terms and interpretation contained in clause 1 and 2 of the Transnet Standard Terms and Conditions shall apply to this Service Level Agreement unless specifically stated otherwise.

1.2. The following words and expressions shall have the meanings assigned to them hereunder:

- 1.2.1. **"Clinics"** means the Transnet Clinics located on the Transnet Sites;
- 1.2.2. **"Human Environmental Manager"** means the Transnet Human Environment Manager;
- 1.2.3. **"KAM"** means Key Account Manager
- 1.2.4. **"Mobile Units"** means a vehicle/Caravan medical equipment inclusive of an Audiometer, Lung

Function and Orthorator and medical surveillance consumables necessary for the conduction of Occupational Health Medicals Exclusive of X- rays

- 1.2.5. **"Monthly Retainer Fee"** means the fee payable by Transnet to Service Provider in accordance with supplied with the basic the financial schedule attached hereto as Annexure B;
- 1.2.6. **"Occupational health and wellness staff"** mean the Service Provider Occupational health and wellness staff;
- 1.2.7. **"Occupational Risk Exposure Profiles"** means Transnet's operational risk exposure profile which consists of a formal documentation of the results of a Risk Assessment, for a single occupational exposure group (i.e. a job category). It comprises two main groups of data, all on one page
- Data that defines the inherent capability requirements of the occupation.
 - Data pertaining to the hazardous exposures unique to each occupational category
- 1.2.8. **"OHSAS"** Occupational Health and Safety Assessment Series;
- 1.2.9. **"SANS"** means the South African National Standards;
- 1.2.10. **"Transnet Sites"** means:
- 1.2.10.1.1. Transnet Engineering ("TE")
 - 1.2.10.1.2. Transnet Freight Rail ("TFR")
 - 1.2.10.1.3. Transnet Port Terminals ("TPT")
 - 1.2.10.1.4. Transnet National Port Authority("TNPA")
 - 1.2.10.1.5. Transnet Pipe Lines ("TPL")
 - 1.2.10.1.6. Head Office (Transnet Properties ("TP"), Transnet Corporate Centre ("TCC"))
- 1.2.11. "Transnet Satellite Site" means** a small office or branch office in a different location from a company's main office.
- 1.2.12. **"Transnet Satellite Staff" means** staff operating from the small office or branch office in a different location from a company's main office.
- 1.2.13. **"TIMS"** means Transnet Integrated Management System

1.2.14. **“Transversal Contract”** means the Standard Terms and Conditions entered into between both parties

2. Parties Obligations

Service Provider shall be responsible for implementation, execution, maintenance and the compliance with a medical surveillance service, based on Transnet’s Code of Practice Medical Surveillance, National and International Occupational Health and Medicine standards

Occupational Health and Wellness Managers shall be responsible to ensure that the following duties are achieved by both parties:

- Conduct medical surveillance examinations as per Occupational Risk Exposure Profiles;
- Ensure that every employee’s health status does not place the health of that employee, or any other employee’s at increased risk;
- Detect occupational diseases at an early stage, thereby determining the efficacy of hazard control measures;
- Ensure early identification for rapid interventions (e.g. medical, logistic, etc) in order to obtain the best possible outcomes;
- Through the analysis of the medical surveillance data, primary health care trends, injury-on-duty trends, occupational diseases trends, walkthroughs in the operational areas and occupational hygiene survey reports, or any other relevant clinical and non-clinical data high risk areas in need of environmental intervention will be identified through health risk assessments as attended to annually.
- Interaction with employees should ensure that they are adequately informed of the risks of their work (health education) and the results of all medical examinations;
- Establish the employee’s state of health before starting employment (“Baseline”), and on every occasion where there is transfer to another job during his/her employ with the company, thereby ensuring they meet the inherent requirements of the occupation;
- Facilitate optimal deployment of employee’s through established and effective use of well-considered standards of fitness;
- Employees with injuries and illnesses that render them unable to return to their work are assisted with rehabilitation and workplace re-integration. Where relevant, these employees may need to attempt suitable alternative placement in line with Transnet processes. Where appropriate, assistance should be given to enable compensation of workers with occupational diseases and/or injury in line with the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (“COIDA Act”).
- Establish and maintain employee’s state of health through periodic medical surveillance, in line with established processes, procedures and practices, which include Occupational Risk Exposure Profiles. (OREPS).
- Establish the employee’s state of health when leaving employment (“Exit”), thereby ensuring all work-related health issues are documented fully, and the employer’s obligations are understood; and
- Promote optimal health status of employees through identifying:
 - Treatable medical conditions that may render them temporarily unable to work;
 - Chronic illnesses that may have no bearing on their fitness to work, but which threaten their personal long-term health, by referring them for remediation to Service Provider Case Manager/Operating Division case managers and other stakeholders;

- The records must be kept, in accordance with Good Medical Practice and according to Protection of Personal Information Act 2009 which forms part of appropriate legislation;
- Ensure continuity of service by a suitably qualified and registered occupational medical practitioner, occupational health practitioner and locum occupational health nurse practitioner in instances when they will be required as per specifications.
- Ensure equipment maintenance and calibration with a lead time of responding to the request either via telephone or email within 24hrs as per SLA.
- Ensure that Medication (including vaccines) and consumables (first aid boxes) are delivered to Ports and all the other Transnet clinics in line with individual Operating Divisions requirements.
- Occupational Health Manager to inform Service Provider KAM within seven (7) working days of the planned request (locum) prior to the absence of leave. Occupational Health and Wellness Manager must ensure an approval in writing is obtained from respective line manager and Service Provider KAM must be provided with the copy of approval.
- Transnet SOC will be liable for the costs of the third party/parties are incurred where such costs were incurred as a result of employees performing their normal duties and will remain responsible for the quality of services provided in their absence. Service Provider shall ensure that approval for such expenses is obtained from the relevant Transnet person.
- If Service Provider cannot satisfactorily deal with any request or concern in terms of the statutes, they must bring this to the immediate attention of the Occupational Health and Wellness Manager within 24hrs, failing which, to the National Health Specialist and National Wellness Manager.
- Notwithstanding anything to the contrary contained in the Transversal Contract between the Parties; and with the objective of reducing Transnet's Total Cost of Ownership (TCO), the Service Provider shall develop and have in place for the duration of the services, an equipment maintenance philosophy whereby:
 - A complete equipment inventory is maintained, taking into account the purchase prices of equipment as well as the depreciation costs thereof.
 - Equipment logged for repairs shall be timeously assessed to establish the extent of repairs required and the costs related thereto; and shall be submitted to Transnet National Port Authority in the form of a detailed quotation. In applicable instances the costs of replacement versus repair of the same equipment will also be reflected. Transnet National Port Authority shall have the opportunity to review such quotations provided by Service Provider or its suppliers with the view to either approving such quotation or with the view to sourcing alternative quotations from the market, if required.

3. Requirements of an On-Site Clinic

Services	Description
Human Resource	All on-site Service Provider healthcare staff will have the reference base and access to all the Service Provider resources to ensure they provide a service that is comprehensive. Service Provider holds all relevant professional indemnity insurances. Clinics will be staffed with the appropriately qualified resources as per each – Operating Divisions specification requirements. Qualifications of all staff procured for fulfilment of requirements of this contract will be kept in the Human Resource file at each clinic site for audits by the client.
Equipment	Supply of equipment will be at the cost of the Service Provider. Minimum requirements in alignment with the Request for Proposal are outlined in Appendix 1 Operating Divisions receiving Capex Equipment is as follows: TE, TPT, TFR, Head Office (TCC & TP). A record of calibration and maintenance of all equipment to be kept on file for access during audits. In clinics where Transnet owns equipment, the same standard of maintenance and calibration will be adhered to.
Medication and Consumables	Provision of Section 22(A) drugs and consumables are included. Service Provider will perform drug ordering and management. Service Provider will also ensure that drug storage is compliant with the prescript of the law and that the dispensing staff are appropriately licensed. Service Provider must develop a process and procedure for the management of clinic medication for sign off by Transnet. All dispensing licenses must be included in the file containing employee qualifications kept in the clinic. Minimum requirement in alignment with the RFP are attached in Appendix 2
Primary Health	Attendance to acute illness and injuries to be conducted within the scope of a registered nurse’s practice and as per the agreed guidelines with Transnet. No sick leave will be issued by the Transnet clinics, any employee presenting with a condition that requires a sick note will be referred to the employee’s own provider. For Transnet Engineering, Occupational Medical Practitioners may be allowed to book employees off sick up to a maximum of three days. Employees requiring more than the stipulated number of days shall be referred to their own Doctors.
Monitoring of Chronic diseases	All consumables associated with testing and monitoring chronic of manageable diseases, e.g. blood pressure, blood sugar, cholesterol, will be provided by Service Provider. Provision of this service will exclude provision of medication. A register of employees will be opened and maintained by each clinic site.
Medical Waste Disposal	Storage and disposal of medical waste containers will be compliant with the laws that govern management of medical waste and a record of disposal certificates will be kept at each clinic site except for PE-NGQ which only becomes effective on from 01 st May 2019 A standard operating procedure for waste management will be developed by the provider and signed off by Transnet.
Clinic Infrastructure	Transnet will provide the space, from which the Clinic will operate, furniture, computer hardware, printers, access to e-mail. Building maintenance, cleaning and security measures (alarm system, protection personnel) will also be provided for by Transnet. Transnet will also pay for the telephone infrastructure with a specified capped amount of allowable telephone spend per clinic. Transnet will recover from the provider any amount that is over and above the allowable telephone spend.
Emergency Medical Services	Service Provider will facilitate the provision of emergency response and emergency management during clinic hours. Service Provider Nurses and Doctors shall possess a qualification in Basic Life support for Healthcare Professionals as per the RFP Competencies for clinical staff shall be outlined under staffing. TNPA’s ambulance services Service Level Agreement will be separate from this Service Level Agreement. To be discussed with Service Provider outside of this document.
Emergency Preparedness	In alignment with the Safety Department, Service Provider will facilitate in the identification of the number of first aiders required Provision of First Aid Replenishment for Transnet Engineering and Transnet Port Terminals is included within the Monthly Retainer fee Service Provider shall assist in the provision of on job Training and In-Service Education of First Aiders however please note that no Formal Certification training will be provided. This shall be done during working hours.

4. TRANSNET'S SERVICE REQUEST –PROVISION OF OCCUPATIONAL HEALTH SERVICES FOR A PERIOD OF THREE (3) YEARS

Services 4.1 Legal Compliance

Services 4.2 Staffing

Services 4.3 Staff Development

Services 4.4: Occupational Health

Services 4.5: Primary Health Care

Services 4.6: Chronic Conditions Monitoring

Services 4.7: Injury on Duty and Occupational Diseases Services

Services 4.8: Equipment

Services 4.9: Disability Management & Rehabilitation

Services 4.10: Health Promotion/Self Care Programs

Services 4.11: Medical care of Employees without access to Clinic Sites

Services 4.12: Relationships with Hospitals, Specialists & referrals

Services 4.13: Subcontractors

Services 4.14: Record Keeping

Services 4.15: Health Information Management System

Services 4.16: Reporting

Services 4.17: Communication Protocols

Services 4.18: Quality Assurance

Services 4.19: Contract Management

Services 4.20: Interface Management

Services 4.21: Financial Management

Services 4.22: Ethical responsibilities

Service Provider and Transnet strive to achieve service levels on the measures listed on the table below:

Transnet RFP Reference of Services Components	Service Description & Service Provider Responsibilities	Transnet Responsibilities
SERVICES 4.1: LEGAL COMPLIANCE		
	<p>Confidentiality</p> <ul style="list-style-type: none"> • Service Provider shall hold in confidence all personal, medical information of the employees that come to their knowledge and shall not divulge the information to any external parties, labour union representatives, fellow employees, supervisors or managers without the written consent of the employee. ▪ Clinical audits shall be conducted by clinically skilled auditors / professionals so that they can access the confidential files. ▪ Service Provider shall disclose information of a personal nature when required by law in consultation with Transnet Legal Services. <p>Insurance</p> <ul style="list-style-type: none"> ▪ Service Provider shall ensure that all Medical and Nursing Professionals rendering services to Transnet employees are professionally indemnified and insured against medical malpractice. Proof of such cover shall be made available to Transnet Group periodically as specified in the contract with Transnet Group Risk Management. 	

SERVICES 4.2: STAFFING

- To ensure the continuity of services at Transnet SOC Limited, Service Provider is to adequately staff in alignment with the agreed staff numbers as laid out below.
- All locums that are sourced shall be adequately competent, qualified and experienced in Occupational Health, particularly Medical surveillance and Primary Health Management
- Service Provider shall provide appropriately qualified Nurses and Doctors experienced in Occupational Health and Primary Health Management as per the Schedule below
- Operations supervisory staff to report immediately (before the end of the shift) if staffing requirements are not met, to Service Provider and Transnet Senior Managers (**Appendix 3**)

- Transnet to provide Site Induction to all Service Provider new and Locum staff

Staffing Requirements: Service Provider shall *provide all agreed staff* necessary for the running of the medical services previously listed.

ALL OPERATIONAL DIVISIONS PROJECT TEAM

PROJECT MANAGEMENT TEAM		
Required Persons	Number of persons	Hours per week
Project Team Leader	1	40 Hrs per week
National Key Account Manager	1	40 Hrs per week
National Clinical Co-Ordinator	3	40 Hrs per week
National Contract Administrator	2	40 Hrs per week
Contract Administrator Support	2	40 Hrs per week

A. OPERATIONAL DIVISION TRANSNET FREIGHT RAIL

STAFF	Qty	Hrs/Week	Hrs/Month
OMP	17		584
Occupational Health Nurse Practitioners	18	40	
Data Capturers	16	40	
Chronic disease management and HIV IVCT staff per schedule			
Occupational Health Nurse Practitioners (Case Managers)	3	40 Hrs per week	

B. OPERATIONAL DIVISION TRANSNET ENGINEERING

STAFF	Qty	Hrs/Week	Hrs/Month
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OMP	16		416
Unit Managers	6	40	
Senior Occupational Health Nurse Practitioners	3	24	
Occupational Health Nurse Practitioners	10	40	
Primary Health Care Nurses	7	40	
Enrolled Nurses/Administrators	6	40	
Drivers	5	40	

C. OPERATIONAL DIVISION TRANSNET NATIONAL PORT AUTHORITY

STAFF	Qty	Hrs/Week	Hrs/Month
OMP	9		256
Occupational Health Nurse Practitioners	0		
Data Capturers	0		

D. OPERATIONAL DIVISION TRANSNET PORT TERMINAL

STAFF	Qty	Hrs/Week	Hrs/Month
OMP	10		402
Senior Occupational Health Nurse Practitioners	4	40	
Occupational Health Nurse Practitioners	16	40	
Primary Health Care Nurses	8	40	
Enrolled Nurses	8	40	

E. OPERATIONAL DIVISION TRANSNET (TCC and TP)

STAFF	Qty	Hrs/Week	Hrs/Month
OMP	1		26

Senior Occupational Health Nurse Practitioner	1	20	
Primary Health Care Nurse Practitioner	2	20	

➤ **Service Provider will supply their staff with the following:**

- Personal Equipment (Uniform, winter jackets, raincoats/suits, safety boots etc.)
- Communication Equipment, as necessary: e.g. Cell phones for Standby

➤ **Induction Training/ Medical Surveillance**

All Service Provider personnel shall undergo induction training and a Medical examination as prescribed by the Employer. This will provide a working knowledge on Transnet SOC Limited's procedures:

- Risk assessment and management
- Accident, Non-conformance Investigation, Corrective and Preventive Action Implementation
- Emergency preparedness and response
- Waste management
- Interfaces with Transnet SOC Ltd business processes
- Communication and consultation.
- Operational control procedures and arrangements.
- SHE File

➤ **Professional Qualifications I.R.O: Legislation**

- All Registered Nurses will have an additional qualification in Occupational Health and Dispensing licenses.
- The Doctor will hold an additional qualification in Occupational Medicine
- The Occupational Health personnel shall be registered with the applicable registration body for medical practitioners and for occupational health practitioners as applicable.
- Proof of registration of all personnel employed on site shall be submitted to the Transnet SOC Limited's SHERQ/Occupational Health and Wellness Manager before they are deployed on site.

Minimum qualifications requirements for Occupational Health Nurses:

Occupational Health Certificate

Diploma/Degree in Occupational Health

Statutory Registration with SANC

Computer Literacy

Competency in wound suturing

Basic Life Support for Health Care Providers/Advanced Trauma Life Support where indicated

SASOHN registration as an Audiometrist

Minimum staffing requirements for Occupational Medicine Practitioners

MBCHB or such similar medical degree recognised in the Republic of South Africa

Diploma in Occupational Health

Basic Life support for Health Care Providers

Statutory registration with HPCSA

Experience in travel medicine, emergency management and treatment highly recommended

Minimum staffing requirements for Primary Health Care Nurses

Diploma/Degree in Nursing

Computer Literacy

Counselling skills (recommended)

Basic Life Support for Healthcare Providers

Experience in Emergency management and treatment

➤ **Locum Replacement**

Service Provider shall provide appropriately qualified Nurses and Doctors experienced in Occupational Health and Primary Health Management, including locums within 6-hours of any type of assistance.

SERVICES 4.3: STAFF DEVELOPMENT AND TRAINING

TRAINING & DEVELOPMENT

- Service Provider will be responsible for the development of staff.
- Submit a staff development training plan to Transnet Group on an annual basis.

- Transnet SOC Limited will provide the necessary supervision and support, as required.
- Transnet Group shall avail the plan to all ODs for consideration and approval.

	<ul style="list-style-type: none"> • Copies of medical professionals' job descriptions will be kept on site. • Occupational Medical Practitioner's development shall be done in accordance with the Health Professions Council of South Africa's Continuous Professional Development policy/protocol. • Service Provider ensure that staff appraisals are performed as a minimum on a six-monthly basis and will make outputs available to Transnet Group and Operating Divisions. 	
SERVICES 4.4: OCCUPATIONAL HEALTH		
OCCUPATIONAL HYGIENE		<ul style="list-style-type: none"> • Transnet Operating Divisions shall remain responsible for the provision of Occupational Hygiene Survey services to all its terminals, depots and sub-depots across the country. Occupational Hygiene Survey Reports shall be made available Service Provider on a two-yearly basis to enable the planning of an efficient, effective, high quality standard Occupational Health Service.
HEALTH RISK ASSESSMENT	<p>The service provider shall perform Health Risks Assessments, using Transnet Group approved methodology and as a minimum in line with all the applicable legislation at the following intervals:</p> <ul style="list-style-type: none"> • Intervals not exceeding two years at identified Transnet sites • When work processes change; • When new work processes, new equipment, new machinery and new plants are introduced to Transnet; • Following major maintenance and upgrading of old plant, machinery and equipment; • As and when requested by Transnet following an occurrence; • Determine the need for biological monitoring in the risk assessment; • Conduct Health Risk Assessments for pregnant women to ensure proper placing for the duration of pregnancy and post-partum / 	<ul style="list-style-type: none"> • Induct Service Provider to the TIMS methodology. • Work with Service Provider in ensuring access to operational areas for HRA. • Provide guidance on Transnet approach to HRA. • Communicate the HRAs to appropriate governance structures. • Implement recommended mitigation plans

	<p>post-delivery evaluation after birth as stipulated in Transnet Group's Pregnancy in the workplace Standard Operating Procedure; and</p> <ul style="list-style-type: none"> Occupational Health Nurses and Occupational Medical Practitioner's shall carry walkthroughs as stipulated in the contract /when required. The visits to the plants shall be arranged with and approved by the applicable Risk Practitioner. 	
CALL CENTRE CENTRALISED MEDICAL BOOKING PROCESS	<p>1.1 Confirmation of bookings from the time of request.</p> <p>Pre-Employment : 24 Hours Trigger : Book with clinics directly – 24 Hours Exit : Investigate availability at all clinics for appointments– 24 hours turnaround Follow Up : Clinics accommodate follow ups between booked cases Periodic : 24 hours turnaround Disability : Call centre administrator book appointment with OMP – 24 hours</p> <p>1.2 Conducting Medical from time of request</p> <p>Pre-Employment : 24 hours Trigger : Clinics accommodate on date requested Exit : 24 hours Follow Up : Same date as indicated on COF Periodic : 24 hours Disability : 24 hours</p>	<ul style="list-style-type: none"> Ensure that employees are available for medical assessments, as per agreed plan. Ensure Requests received timeously as clinics fully booked 6 weeks in advance
MEDICAL SURVEILLANCE	<ul style="list-style-type: none"> Develop Occupational Health Programmes per Operating Division, Sector or Sub- sector in line with Occupational Hygiene Measurements and Health Risk Assessments to facilitate legislative compliance. Conduct risk based occupational medical surveillance program to Transnet's employees across all Operating Divisions, in line with the Health Risk Assessment. Specify medical conditions that are likely to impact on safety. Criteria for various medical conditions are defined to ensure 	<ul style="list-style-type: none"> Ensure that employees are available for medical assessments, as per agreed plan.

	<p>consistency of application.</p> <ul style="list-style-type: none"> • Defined frequency of health assessments to support long-term fitness for duty. • Record keeping and medical information management in accordance with POPI, COIDA and other relevant health statutory requirements. • Medical Surveillance shall include and be conducted as per Legislative Requirements: <ul style="list-style-type: none"> ✓ Pre-employment medical examination ✓ Periodic medical surveillance ✓ Transfer Medical ✓ Out-of-cycle/Return to Work/Triggered Medical/Executive Medical ✓ Exit Medical ✓ Post Exit Medical 	
<p>SPECIALIZED MEDICAL SURVEILLANCE PROTOCOLS</p>	<ul style="list-style-type: none"> ✓ Compile programs for conducting specialised health Surveillance programs. ✓ Working at Heights ✓ Asbestos/Lead/Manganese/Iron Ore/Chrome petrochemical products such as diesel, petrol and hydrocarbon related products ✓ Ionising/Non Ionising Radiation ✓ Drivers ✓ Divers and frequent flyers ✓ Working in Confined Spaces ✓ Hot Work ✓ Shift Workers ✓ Security/Pilots/Train Drivers/Sea & Rescue ✓ Present compiled programs to the respective Operating Divisions within three months of the commencement of the Contract. 	<ul style="list-style-type: none"> • Approve proposed program • Ensure 85% - 90% compliance to the program

FITNESS TO WORK	<ul style="list-style-type: none"> Medical certificate of fitness shall be signed by the Occupational Medical Practitioner for all medicals conducted as per the Transnet Code of Practice on Medical Surveillance. 	<ul style="list-style-type: none"> Ensure compliance to the program
CERTIFICATE OF FITNESS TURN AROUND TIME	<p>The following turnaround times shall be calculated from the date upon which the OMP conducted the fitness assessment.</p> <p>Fixed clinic: Within 24hrs of OMP visit to clinic. Ensure all certificate of fitness are signed and submitted to the Transnet SOC Ltd and Service Provider during the visit that follows the event.</p> <p>Designated Service Provider: Same day</p> <p>Mobile Unit: Three Days</p>	
SERVICES 4.5: PRIMARY HEALTH CARE		
ACUTE MEDICINE	<ul style="list-style-type: none"> Nursing diagnosis and treatment of employees with minor ailments. Medications shall be managed, dispensed or scripted in accordance with the Medicines and Related Substances Act No 101 of 1965. Regular audits at specified intervals by Service Provider and Transnet to ensure compliance with relevant statutes. Only Staff with a valid Dispensing Licence will Dispense medication. The licensing of Health Professionals for the purpose of dispensing medications shall remain the sole responsibility of Service Provider. Minimum list of Primary Health Care Medications in alignment with the Contract will be available per site Appendix 2 (Minimum medication list at Transnet clinics). The minimum medication list shall be reviewed at regular intervals as determined by disease trends, drug market availability or new technological inventions in the medical 	<ul style="list-style-type: none"> Ensure compliance to the program

	<p>fraternity.</p> <ul style="list-style-type: none"> • Keep on site a soft copy of the latest edition of Primary Health Care Standard Treatment Guidelines and Essential Drug List. • Provide expert advice to Operating Division in cases of communicable diseases outbreak to manage the disease and prevent spread • Facilitate the obtaining of Family Planning medications available free of charge from Department of Health. For TE where it is not possible to obtain Family Planning treatment, Service Provider shall obtain approval to procure the supply in line with the scope defined by Transnet Engineering. • Condoms shall be made available at all Transnet Operating Division sites. • Provide advice with regards to vaccinations for Transnet Operating Division travelling employees. 	
SERVICES 4.6: CHRONIC CONDITIONS MONITORING		
CHRONIC DISEASES	<ul style="list-style-type: none"> • Employees with chronic conditions shall be monitored at Transnet's clinics/depots/operational area monthly or per Transnet approved protocols/procedures and during follow-up for all chronic conditions including the following conditions: <ul style="list-style-type: none"> ✓ Hypertension, Diabetes, Asthma, Epilepsy, Chronic Cardiac, manageable Mental/Psychiatric conditions, TB and HIV/AIDS. • Case management of chronic conditions/unfit/pending fitness/follow-ups to ensure compliance and fitness to work. Transnet Engineering case management will be managed by nurses in all the fixed clinics. All cases are to be mapped in consultation with both parties. In areas where employees fall outside the fixed clinics, roaming nurses should be made available to attending to these employees. • HIV/AIDS Informed Consented Voluntary Counselling and Testing (ICVCT) shall be done at all sites in accordance with international, national and Transnet approved clinical protocols 	<ul style="list-style-type: none"> • Ensure compliance to the program

	<p>and employees may opt out of the tests.</p> <ul style="list-style-type: none"> Chronic conditions register will be kept on all sites and a TB Direct Observed Treatment (DOT) will be issued. 	
<p>• SERVICES 4.7: INJURY-ON-DUTY AND OCCUPATIONAL DISEASES MEDICAL AND ADMINISTRATIVE MANAGEMENT</p>		
<p>INJURY ON DUTY'S</p>	<ul style="list-style-type: none"> Stabilisation, treatment & management of injuries on duty during clinic hours Facilitate the deployment of Emergency services when required Set up referral processes to hospitals as appropriate - Appendix 4 (Referral)) TE medical/nursing staff shall receive On Job Training in respect of the suturing of minor wounds in line with the applicable scope of practice. Clinical Staff will be competent to remove sutures of minor wounds /injuries Facilitate the obtaining of first, progress and final medical reports to ensure efficient administration of COIDA cases. Interface with Transnet's IOD Management Office. Participate in Occupational Diseases or Injury-on-Duty investigations as and when initiated by Operating Division. Ensure appropriate referral of all occupational diseases for further investigation and adequate reporting of all confirmed cases. Participate in the analysis of occupational accidents and occupational diseases. Provide equipped paramedic personnel and Ambulances in identified areas to man clinic emergency services after hours or as specified. <p>TPT: Equipped ILS Ambulance & Paramedic Personnel at RB, Pier 1/2 & Saldhana. TE: Paramedic Personnel at Koedespoort.</p>	<ul style="list-style-type: none"> Ensure compliance to Transnet Emergency Management and Policy Transnet will facilitate the Interface of Transnet's IOD Management Office

SERVICES 4.8: EQUIPMENT

EQUIPMENT

- Service Provider shall ensure that all Transnet’s clinics are equipped to deliver quality Occupational Health and Primary Health care to all its employees in alignment with what was specified in the RFP.
- In line with **Appendix 1** (Minimum medication list at Transnet clinics).
- The minimum medication list shall be reviewed at regular intervals as determined by disease trends, drug market availability or new technological inventions in the medical fraternity.
- Service Provider shall have a clear maintenance plan and the depreciation program for all equipment provided.

- Provision of Office Furniture, Computer Hardware, Telecommunications, Printers, Buildings, Security and LAN for the clinics shall remain Transnet Operating Division’s responsibility.

SERVICES 4.9: DISABILITY MANAGEMENT AND REHABILITATION

- Arrange appropriate rehabilitation for all Injury on Duty and Occupational Disease cases in line with the Transnet’s policies.
- Work collaboratively with Transnet Group’s EAP in managing disability and rehabilitation.
- Advise Transnet in properly placing employee’s post severe injuries and rehabilitation.

Transnet to provide a copy of the Policies

SERVICES 4.10: HEALTH PROMOTION/SELF CARE PROGRAMS		
HEALTH PROMOTION	<ul style="list-style-type: none"> • Provide Health education to employees on work related hazards and the effects on their health, in the form of pamphlets and posters display at strategic and conspicuous locations, electronic health talk and health promotion talks during campaigns. The content of such pamphlets and posters shall be approved by Transnet and in alignment with Trends identified and the National Health Observance Calendar. • Work collaboratively on health programmes initiated by Transnet Group’s EAP. • Provision of vaccinations (e.g. Flu) on a fee for service as and when required by Transnet. • Provision of travelling advise and vaccination as and when required. • Counselling of employees on chronic conditions and Pre-test and Post-Test HIV counselling. • Collaborate with Wellness department in referring employees on EAP who might require counselling on any issues of physical, psychological, emotional or financial significance. 	<ul style="list-style-type: none"> • Provide guidance on areas of focus • Ensure communication to employees is done through necessary channels. • Transnet to facilitate relationship with the EWP Provider
SERVICES 4.11: MEDICAL CARE OF EMPLOYEE WITHOUT ACCESS TO CLINIC SITES		
SITES WITHOUT FIXED CLINICS	<ul style="list-style-type: none"> • Service Provider shall make provision for employees without access to fixed clinics to receive occupational health care services, either through a mobile facility, sub-contracted service provider or any other means agreed upon between the two parties. • The agreement shall take into consideration the distance between the TE sites and the service provider and TE’s business needs. The service shall always prioritize TE’s business needs when deciding on the allocation of the Satellite Staff”. • Service Provider shall make provision for the employees mentioned above to have access to follow-up services, including referral to specialists or any other relevant health care provider. 	

SERVICES 4.12: RELATIONSHIP WITH HOSPITALS, SPECIALISTS AND REFERRAL		
DESIGNATED SERVICE PROVIDER NETWORK	<ul style="list-style-type: none"> • Source specialists when an employee’s medical status warrants medical services outside the Service Provider’ competency. • Approval shall be sought from a pre-identified Operating Division representative. • Design or revise referral protocols and policies. The service provider shall in consultation with Transnet, identify a network of hospitals within specified geographic areas, which may be used to refer Transnet employees following an occurrence. • Service Provider shall, where required by Transnet, enter into a Memorandum of Agreement with the identified hospitals and identified specialists. • In cases where hospitals or specialists expect the employer to pay or cover for the medical expenses, Service Provider shall develop a mechanism of ensuring hospital accounts for Transnet employees are paid and the costs are recovered from Transnet. 	<ul style="list-style-type: none"> • Provide approval before any external services are sourced.
SERVICES 4.13: SUBCONTRACTORS		
SLA	<ul style="list-style-type: none"> • Service Provider remains responsible for ensuring that the services are provided to the Client within the agreed Transversal service level agreement, even if it were to choose to sub-contract the provision of some of the services covered within this SLA. • Sub-contractors appointed by Service Provider must demonstrate relevant knowledge and understanding of Transnet Group’s operational environment, the associated risks and the requirements of this SLA. 	<ul style="list-style-type: none"> • Review Service Provider sub-contractors practices to ensure that they comply with Transnet policies and procedures.

SERVICES 4.14: RECORD KEEPING

RECORD KEEPING

- Service Provider shall ensure that medical record keeping is done in line with the National Health Act, Archiving Act, POPI Act any other relevant legislation.
- Service Provider shall provide its Health Information Management System for the management of Transnet SOC employees' record keeping and medical information.
- All the raw data shall remain the property of Transnet and shall be handed over to Transnet on request.
- Transnet shall establish, maintain and evaluate a policy/procedure/process that aims to regulate the safe-keeping of medical records in line with all the applicable legislation.
- The processes shall take into account all the other existing processes established to streamline record management.
- The service provider shall comply with the established process referred to above.
- The procedure shall detail how medical records are to be stored at Transnet fixed clinics, service provider sites, sub-contracted service providers or any other partner who was given custody of Transnet medical records.
- The procedure shall detail the process for handing over of all the medical records which shall include, but not limited to: hard copies, soft copies, soft data, jpeg, CSV, digital images, micrographics or any other format in which the record was processed and stored.
- Storage of medical records and file shall comply with National Building Regulations, SANS 0400 specifications for strong rooms which are fire resistant and lockable.

SERVICES 4.15: HEALTH MANAGEMENT SYSTEM

<p>HIMS</p>	<ul style="list-style-type: none">• Transnet shall provide the space where feasible, from which the Clinic will operate, Service Provider shall provide furniture, computer hardware, printers, access to e-mail and internet for the management of Transnet SOC employees' record keeping and medical information.• The HIMS shall aim to ensure legal, safe keeping of medical records in line with all the applicable legislation.• Transnet and Service Provider shall establish service a project team of professionals within Occupational Health, EAP, Safety, IT to work on the establishment of the systems.• All data generated under the terms of this contract remains the sole property of Transnet SOC and must be handed over to Transnet in agreed format at the end/termination of the contract.	<ul style="list-style-type: none">• Transnet shall, in consultation with the service provider establish a Health Management System.• Ensure that NOH has appropriate access to its IT Infrastructure, equipment and systems to enable NOH to deliver on this obligation
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SERVICES 4.16: REPORTING

<p>REPORTING</p> <p>1. Clinical</p> <p>2. Group Sustainability</p>	<ul style="list-style-type: none">• Two types of reports will be submitted:<ul style="list-style-type: none">• Qualitative - a narrative monthly report summarizing all the activities as mentioned below.• Quantitative - A numerical report, with graphical presentation aimed at providing health trends.• Structure of reports - Group Occupational Health & Safety, Operating Divisions and Regional, Depot, Sub- depot and per clinic.• Service Provider will forward to centre's by the 26th of the month following the Services rendered and at national office on the 30th of the month following the Services rendered, to allow adequate time for monthly reporting.• Statistical reports and trending will be due at the Group Risk Office and Operating Division Head Offices by the 7th of each month.• Service Provider will provide Quarterly & Annually	<ul style="list-style-type: none">• Review reports and provide response timeously
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<p>Report</p> <p>3. ESDS Report</p> <p>4. Contract Evaluation</p>	<ul style="list-style-type: none"> • Service Provider to provide Quarterly • Service Provider to provide Quarterly <p>Standard Monthly Report and Annual Group Report not limited to:</p> <p>Medical Surveillance and Outcomes</p> <p>IOD's and COIDA</p> <p>Type of visits</p> <p>OMP Feedback</p> <p>Disease profile</p> <p>Trends identified</p> <p>Challenges experienced</p> <p>Recommendations</p> <p>Walk through feedback</p>	
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SERVICES 4.17: COMMUNICATION PROTOCOLS

<p>COMMUNICATION PROTOCOLS</p>	<p>Meetings shall be held as follows:</p> <ul style="list-style-type: none"> • Monthly between the Clinics and Occupational health and Wellness Staff at a local level. • Monthly between OD representatives i.e. (Occupational Health Practitioners, EAPs) and Service Provider representatives-Case Managers and KAMs. • Monthly between Transnet Group and Service Provider Senior Managers. • Quarterly forums between all OD representatives, Transnet Group and Service Provider GM, Project Manager, Key Account Managers, clinical co-ordinators and Case. • All deviations that cannot be remedied at OD level must be reported / elevated to the Transnet Group monthly meeting for appropriate remedy. 	
<p>REPORTING LINES OF OCCUPATIONAL MEDICAL PRACTITIONERS (OMP)</p>	<ul style="list-style-type: none"> • OMP's to have dual reporting lines to service provider and Transnet Occupational Health and Wellness National Managers. 	

	<ul style="list-style-type: none">• Service provider will be responsible for human resources related reporting's of the OMP and Transnet Occupational Health and Wellness National Managers will be responsible for managing the OMP's with the Operational needs of the clinic and the business.	
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SERVICES 4.18: QUALITY ASSURANCE		
<p>QUALITY INTEGRATED ASSURANCE</p> <p>JOINT SERVICE PROVIDER AND TRANSNET</p>	<ul style="list-style-type: none"> • Service Provider shall establish, maintain and evaluate a system of managing any form of incidents, non-conformances and non-compliances. The system shall make provision for corrective actions to prevent a recurrence of such occurrences. • Service Provider will be responsible for closing findings that are related to service delivery as dictated in the SLA. • Customer satisfaction surveys shall be done by both Transnet Operating Divisions, Transnet Group and Service Provider . • Service Provider shall provide policies and procedures to promote infection control within Transnet Group clinics. • Post exposure prophylaxis will be available for all Service Provider health care professionals. • Quarterly joint audits will be conducted to ensure continuous improvement of the provision of occupational health services. 	<ul style="list-style-type: none"> • Provide Service Provider with the Policies & SOP's. • Induct Service Provider to the TIMS methodology. • In line with TIMS requirements Transnet shall be responsible for providing assurance to occupational health services through spot checks, internal and external clinical audits and service provider self-audits. • Such a system shall be subject to quality assurance processes during audits. • Transnet Operating Divisions reserves the right to perform audits at its clinical health facilities or to appoint a third party to perform audits.

SERVICES 4.19: CONTRACT MANAGEMENT		
<p>CONTRACT MANAGEMENT</p>	<p>Meetings shall be held as follows:</p> <ul style="list-style-type: none"> • Quarterly Engagement • Sub-contracted services shall be managed in accordance with established Transnet processes and procedures- TIMA SOP - Contract Management • How will lessons learned and non-conformances be identified and recorded? According to TRN-IMS-GRP-PROC013-OCCURANCE AND NON-CONFORMANCE MANAGEMENT PROCEDURE. • Certain elements of this agreement shall be subject to review. The review might be triggered by Transnet's changes in operational model, operational demands, technological advances, political influences and but not limited to factors beyond Transnet's control. • Any review or amendments should be subject to agreement 	<p>Transnet to provide processes and procedures specific to:</p> <ul style="list-style-type: none"> - TIMA SOP - Contract Management - TRN-IMS-GRP-PROC013-Occurance and Non-Conformance Management Procedure.

	<p>between the parties which shall be recorded in writing and signed by both parties.</p> <ul style="list-style-type: none"> • Transnet shall establish a contract risk register at the inception of the contract. The contract risk assessment process shall be facilitated by ERM department in consultation with all the stakeholders. All the identified risks shall be recorded, mitigated and reviewed at pre-determined intervals to minimize the effect of the identified risks 	
SERVICES 4.20: INTERFACE MANAGEMENT		
INTERFACE MANAGEMENT	<ul style="list-style-type: none"> • Interface management is meant to ensure that where potential for resource, activities or assets sharing is identified, it is done in an efficient way, without compromising the health, wellbeing and financial affairs of all the parties involved. • Both ODs involved in the interface agreement shall sign an MOU which details the levels of service and the costing model. The MOU shall be facilitated by Transnet Group. • Interface in the contract shall aim to achieve the following: <ul style="list-style-type: none"> ○ Identify resources, facilities where ODs may share ○ The service provider shall act as a facilitator in ensuring smooth operability of clinical processes ○ The service provider shall establish a system to ensure that medical records all always reintegrated following an off-site consultation. ○ The service provider shall allocate a resource from the project team to ensure that interface agreements are enforceable, without any risk to the organization, harm to the employee involved and shall ensure that any activity carried out under the interface agreement complies with all the relevant legislation. ○ Quarterly reports shall be compiled on the following activities under the interface agreement: Number of people, Referrals, Finances, Areas of 	

	<p>improvement etc</p> <ul style="list-style-type: none"> • Interface agreements may exist between various internal departments at an OD level to ensure a holistic approach to occupational health and wellness and mutual benefits for all. • The following areas of interface shall exist between the clinics and other Transnet internal departments: <ul style="list-style-type: none"> ○ Health Risk Assessments. ○ Management of injuries on duty and occupational diseases. ○ Management of unfit status. ○ Emergency preparedness, including emergency drills. 	
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SERVICES 4.21: FINANCIALS		
	<ul style="list-style-type: none"> • Where the payment of any Tax Invoice, issued by Service Provider or any part thereof which is not in dispute, is not made within 90 days of issue of such an invoice, Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the first date on which the 90 days was until the outstanding amount is paid in full. • Where poor planning has resulted in Transnet not meeting the minimum number of Bookings to make the Service viable as Service Provider is still liable to pay the Service Provider. However in the event of there being a plausible reason, Service Provider will enter into discussions with Transnet with a view to mitigating the impact. <ul style="list-style-type: none"> • Service Provider must submit invoices to Transnet within 30 days (fixed costs) of all services rendered and Transnet must pay. 	<p>Transnet shall pay such amounts including Interest Charged to the Service Provider, upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation as specified.</p> <p>Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the statement together with all valid and undisputed Tax Invoices and supporting documentation.</p>
SERVICES 5: PENALTIES		

	<ul style="list-style-type: none"> Service Provider shall provide annual training to its employees as agreed with Transnet. Failure to provide annual training to its employees as agreed (SLA: clause 4.3) 	<ul style="list-style-type: none"> The penalty fee will be determined by the fee of the identified course(s).
	<ul style="list-style-type: none"> Failure to perform Health Risk Assessments (SLA: clause 4.4) 	<ul style="list-style-type: none"> 10% of the monthly fixed cost of the site under consideration.
	<ul style="list-style-type: none"> Failure to provide Certificate of Fitness Fixed clinic within 24 hours Mobile clinic within 24 hours Designated Service Provider – same day 	<p>R700.00 R700.00 R700.00</p>
	Failure to provide a service due to unavailability of the OMP or Nurse	R2 000.00
	<ul style="list-style-type: none"> Failure to keep records and medical information in accordance with POPI, COIDA and other relevant health statutory requirements. 	R5 000.00
	<ul style="list-style-type: none"> Failure to provide agreed reports timeously: Monthly Quarterly Annually 	<p>R1 000.00 R4 000.00 R12 000.00</p>
	Failure for OMP to produce proof of indemnity	R2 000.00
	Failure to report Occupational Disease	R2 000.00

Ethics, impartiality and independence	<ul style="list-style-type: none"> Occupational Health Practitioners shall abide by their professional Ethical Code of Practice as prescribed by the applicable statutory bodies.
Good faith	<ul style="list-style-type: none"> The Client and Service Provider shall at all times deal with each other in a manner which is fair and honest, and not act in any way to the detriment of the other party.
Beneficence	<ul style="list-style-type: none"> Beneficence requires health professionals to do good and choose the best option of care under given circumstances and act with care and kindness at all times.
Mutual trust	<ul style="list-style-type: none"> The Parties shall at all times conduct themselves in a manner that will not destroy or seriously damage the relationship of trust and confidence between themselves thereby detrimentally prejudicing the interests of the other party.
Confidentiality	<ul style="list-style-type: none"> Service Provider shall hold in confidence all personal, medical information of Transnet's Employees that come to their knowledge and shall not divulge the information to any external parties, labour union representatives, fellow employees, supervisors or managers without the written consent of the employee. In the case of Internal or External audits, the Auditors will sign a Non-Disclosure Agreement iro the Client's Employee files

Sample Approval Form- Appendix 4

Request Form		Date requested:	Referring clinic/ depot	
Surname:		Full names:		
ID Number:		Empl No:		
TE Site:		Department:		
Occupation		Type of employment:		<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary
Referral to:	<input type="checkbox"/> Specialist	<input type="checkbox"/> Audiologist/ ENT	<input type="checkbox"/> Optometrist	<input type="checkbox"/> Other
Surname:		Full names:		
ID Number:		Empl No:		
TE Site:		Department:		
Occupation		Type of employment:		<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary
Referral to:	<input type="checkbox"/> Specialist	<input type="checkbox"/> Audiologist/ ENT	<input type="checkbox"/> Optometrist	<input type="checkbox"/> Other
Surname:		Full names:		
ID Number:		Empl No:		
TE Site:		Department:		
Occupation:		Type of employment:		<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary
Referral to:	<input type="checkbox"/> Specialist	<input type="checkbox"/> Audiologist/ ENT	<input type="checkbox"/> Optometrist	<input type="checkbox"/> Specify other:
AUTHORISATION				
I hereby authorise the above mentioned referral to be conducted on the above mentioned employee/s. I understand that this will be billed separately and that TRE remains responsible for the payment thereof.				
Supervisor name: _____				
Phone number: _____				
Signature: _____				
Risk Manager name: _____				
Phone number: _____				
Signature: _____				
BILLING INFORMATION				
Company: _____				
Contact Person: _____				
Billing address: _____				
Contact Telephone number: _____				
Document Name: Clinic SLA		Ref:CS_LS_KLP_SLA_110		
Classification: Internal Use		Version: 1		
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