**Contract Agreement for appointment of EMOs / Consultants by Department of Health under the Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022.**

**Whereas** the Department of Health, Government of Khyber Pakhtunkhwa published an advertisement inviting applications for appointment as EMOs / General Practitioners and Consultants (attractive / non attractive specialties).

**And whereas Mr. / Mrs. / Ms. / Miss [insert name of employee]** applied in response to the advertisement and pursuant to the recommendations by the respective Departmental Selection Committee, he / she has agreed to serve the Department of Health in compliance to offer letter no. **[insert offer letter number]** dated **[insert date]** at serial no. **[insert serial number]** with the terms and conditions mentioned hereinafter.

This contract is made on **[dd-mo-year]** between:

1. **Mr. / Mrs. / Miss / Ms.** **[insert name of employee]** bearing CNIC number **[insert CNIC No.]**, hereafter referred to as "**employee**”, and
2. The **Department of Health**, Government of Khyber Pakhtunkhwa, hereafter referred to as “**Department**”, through the Secretary of the Department, the **Appointing Authority**.

This contract shall be governed by the Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022.

This is a fixed-pay, facility specific, non-transferable, non-pensionable, non-permanent contract, for the period of one year, for the purpose of the employee serving in the **[insert name of health facility],** district **[insert district name]**, against the position of **[insert name of contract position]**.

The employee’s pay, inclusive of all taxes, will be Rs. **[insert salary in PKR]**.

**Key terms and conditions:**

NOW in the presence of witnesses, the parties hereto respectively agree as follows:

1. This is a fixed pay, facility specific, non-transferable, non-pensionable, non-permanent contract, for the period of one year, unless terminated earlier by either party.
2. This contract is governed by Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022.
3. By signing this contract, the employee waives off any right to request for a transfer, or to convert this contract into an instrument of permanent employment. Any change of facility or change of employment status shall automatically render this contract null and void.
4. The employee shall serve the Department for a period of one year starting from the date of offer of appointment. The contract shall end without further notice at the end of the said period, unless extended.
5. The contract may be extended annually for an additional period of one year, on rolling basis, subject to satisfactory performance of the employee during the current contract. In case of extension of contract, 5% (five percent) increment per annum shall be allowed as increase in fixed-pay remuneration.
6. The employee shall be on probation for a period of 90 (ninety) days during which time the contract may be terminated without any prior notice by the Appointing Authority (Secretary Health), on the advice of the employee’s supervisor.
7. The Appointing Authority (Secretary Health) may extend the period of probation for a further period of 90 (ninety) days, on the advice of the employee’s supervisor.
8. The employee shall be required to work 8 (eight) hours a day, for 6 (six) days a week. The employee’s duty hours may be distributed in the morning, evening, and night shifts as per requirements of the concerned health facility.
9. The employee shall be directly answerable to his or her supervisor, DHO, MS and / or shift in-charge of the healthcare facility in all matters pertaining to their contractual obligations.
10. The employee’s pay shall be lump sum and fixed, in line with Rule 12 of Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022. No official accommodation, transportation, or other benefits shall be demanded or provided.
11. Employee leave shall be governed by Rule 14 of the Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules 2022.
12. The employee shall perform required contractual obligations with the highest standards of professional and ethical competence and integrity. The employee’s performance shall be evaluated in line with Rule 16 of Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules 2022, and this evaluation shall be the basis for extension in the employee’s contract, if any.
13. Termination of contract shall be in accordance with Chapter V (Rule 17) of the Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022:
    1. In case of any false statement or failure in verification of documents, the contract shall be terminated ab-initio.
    2. During the probation period, termination may be without any notice by the Appointing Authority.
    3. During the probation period, the employee may resign on a written notice of 7 (seven) days.
    4. After the probation period, the contract may be terminated by either party on a written notice of 30 (thirty) days or payment of amount equal to the salary for that period in lieu thereof.
    5. The contract shall end without further notice at the end of the said period of one-year, unless extended under Rule 8 of the Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022.
14. The employee’s discipline and conduct shall be governed by Chapter V (Rules 18 and 19) of Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022. Failing to abide by the expected conduct or being guilty of misconduct shall lead to termination of the contract.
15. The employee shall:
16. Give the required contractual time to his / her duties
17. Carry out such functions, in relation to his / her duties, as the Department or in charge of health facility may, from time to time, assign.
18. Submit himself / herself to the lawful orders of the Department/Appointing Authority and of the officers under whom he / she may, from time to time, be placed to work during the term of this contract.
19. The employee shall not indulge in any kind of paid or unpaid private medical practice for financial benefit or academic qualification, during the contract. The employee shall furnish a related surety bond to the Department, at the time of acceptance of his or her offer letter.
20. The employee shall be regular and punctual throughout his or her contract period. Furthermore, the employee shall carry out his or her duties and patient care with utmost responsibility and sincerity. The employee shall treat all patients, colleagues, and peers with utmost respect and dignity and shall not discriminate against anyone based on race, ethnicity, religion, sex, color, or caste and shall not express his or her political or religious beliefs to others.
21. The employee shall not exert any kind of political/administrative pressure or indulge in any inappropriate, immoral or any other activity that violates the laws, rules & regulations of the Health Department and by extension, the Government of Khyber Pakhtunkhwa, made from time to time.
22. The employee shall refrain from acts/deeds/omissions which leads to the disrepute of the medical profession. This involves any acts which may lead directly or indirectly to disruption of service delivery. In such case and if found guilty, your contract shall be immediately terminated along with necessary punishment under the relevant law of the Government.
23. Concealment of facts will lead to termination of contract and initiation of legal proceedings as per applicable laws/rules/policies.
24. This contract is signed in the presence of parties and witnesses after, being read and understood. Any breach of its provisions or of the provisions of the Khyber Pakhtunkhwa Health Department Contract Appointment of Doctors (Fixed-Pay) Rules, 2022 will lead to termination of contract.

**Employee For the Department**

Name:

Father’s Name:

CNIC:

Mobile:

Email:

Signature:

**Witness 1 Witness 2**

Name:

Father’s Name:

CNIC:

Mobile:

Email:

Signature: