

INTERNATIONAL COMPETITION No. 1 /2025

International Competition for the ADMINISTRATIVE CONCESSION FOR THE CONSTRUCTION, EQUIPPING, OPERATION, MAINTENANCE AND PROVISION OF SERVICES OF THE HOPE HEALTH COMPLEX.

ANNEX 12

GOVERNANCE

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1. INTRODUCTION

- 1.1. The purpose of this ANNEX is to regulate the governance for the coordination, integration, control, monitoring and inspection related to the object of the CONTRACT, as well as to define the structure to deal with the relations between the GRANTING AUTHORITY team, the CONCESSIONAIRE and any FINALISTIC SERVICES teams, in order to harmonize understandings with a view to the provision of SERVICES and FINALISTIC SERVICES within the scope of the HOPE HEALTH COMPLEX.

2. GENERAL PROVISIONS

- 2.1. The GOVERNANCE STRUCTURE established in this ANNEX, the rules that regulate the provision of the SERVICES, as well as the specific protocols for the SERVICES, may be changed by mutual agreement between the PARTIES, observing in any case the legal and regulatory provisions applicable.
- 2.2. The decisions and practices adopted within the scope of the GOVERNANCE STRUCTURE may not contradict the provisions of the CONTRACT and the PUBLIC NOTICE, but may be discussed and changed within the scope of the ORDINARY REVIEWS, observing the rules contained in the CONTRACT and its ANNEXES, whenever the benefits of the adjustments to the provision of the SERVICES and/or the provision of the FINALISTIC SERVICES are demonstrated.
- 2.3. If the disputes are not resolved within the scope of the GOVERNANCE STRUCTURE regulated herein, the PARTIES may continue with resolution negotiations by alternative means of conflict resolution, under the terms of the CONTRACT.

3. GOVERNANCE STRUCTURE

- 3.1. The PARTIES shall appoint representatives of the respective entities for the constitution of the GOVERNANCE STRUCTURE provided for in this ANNEX, for the prevention and solution of any divergences and controversies of both a technical and economic-financial nature.
- 3.2. For the coordination, integration, control, monitoring and inspection of the object of the CONTRACT, the PARTIES shall establish:
 - 3.2.1. TRANSITION COMMISSION: composed of 2 (two) representatives of the GRANTING AUTHORITY and 2 (two) representatives of the CONCESSIONAIRE;
 - 3.2.2. HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION: composed of 2 (two) representatives responsible for the FINALISTIC SERVICES of the HOSPITAL COMPLEX, appointed by the GRANTING AUTHORITY, and 2 (two) representatives of the CONCESSIONAIRE;

- 3.2.3. LACEN OPERATIONALIZATION COMMISSION: composed of 2 (two) representatives of LACEN's FINALISTIC SERVICES, appointed by the GRANTING AUTHORITY, and 2 (two) representatives of the CONCESSIONAIRE;
- 3.2.4. SERVICE MANAGEMENT COMMISSION: composed of 2 (two) representatives of the GRANTING AUTHORITY and 2 (two) representatives of the CONCESSIONAIRE;
- 3.2.5. DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY: composed exclusively of members of the GRANTING AUTHORITY, in an amount to be defined internally;
- 3.2.6. DISPUTE RESOLUTION GROUP (dispute board): composed of 1 (one) member appointed by the GRANTING AUTHORITY, who is a member of the effective staff of the State of Minas Gerais, 1 (one) member of the CONCESSIONAIRE and 1 (one) external member, with proven expertise in the subject matter of the dispute, who will be chosen by mutual agreement between the members appointed by the PARTIES, when the conflict and/or divergence occurs that is not resolved by the COMMISSIONS mentioned above.
- 3.3. The GOVERNANCE STRUCTURE does not replace, overlap and is not to be confused with the attributions and responsibilities of the management and inspection of the CONCESSION CONTRACT, under the terms of legislation applicable to the CONCESSION CONTRACT, or that may replace it, as well as the attributions of the INDEPENDENT VERIFIER and INSPECTION SUPPORT, under the terms of ANNEX 9 - INSPECTION AGENTS.
- 3.4. The PARTIES shall:
 - 3.4.1. Within 30 (thirty) days from the EFFECTIVENESS DATE, establish the TRANSITION COMMISSION and appoint its representatives to the DISPUTE BOARD;
 - 3.4.2. Up to 180 (one hundred and eighty) days prior to the start of PHASE 3 – PARTIAL OPERATION, establish the HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION, LACEN OPERATIONALIZATION COMMISSION, the SERVICE MANAGEMENT COMMISSION and the DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY.
- 3.5. With the exception of the TRANSITION COMMISSION, which should be dissolved at the end of PHASE 2 – CONSTRUCTION, the other COMMISSIONS, the DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY and the DISPUTE RESOLUTION GROUP should act until the end of the CONTRACT TERM.

- 3.6. Once constituted, the COMMISSIONS, the DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY and the DISPUTE RESOLUTION GROUP, shall prepare their own regulations regulating their operation, including the frequency of their meetings, the manner in which meetings are called, observing the maximum interval of 2 (two) months between each meeting.
- 3.7. The COMMISSIONS and the DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY may have their members replaced at any time by a new designation promoted by the PARTIES.
- 3.8. The deliberations of the COMMISSIONS must take place unanimously.
- 3.9. The deliberations of the DISPUTE RESOLUTION GROUP and the DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY must take place by absolute majority.
- 3.10. The COMMISSIONS shall be chaired by one of the representatives appointed by the GRANTING AUTHORITY.
- 3.11. The INDEPENDENT VERIFIER and INSPECTION SUPPORT may be called upon by any of the COMMISSIONS, DISPUTE RESOLUTION GROUP and DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY to provide information, subsidies, reports and/or opinions, within a reasonable period to be indicated in each situation.
- 3.12. The representatives of the FINALISTIC SERVICES OF LACEN in the LACEN OPERATIONALIZATION COMMISSION may be invited to participate in the HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION, as well as the representatives of the FINALISTIC SERVICES of the HOSPITAL COMPLEX in the HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION, may be invited to participate in the LACEN OPERATIONALIZATION COMMISSION, if the agenda involves issues in common with the HOSPITAL COMPLEX and LACEN, but will not have the right to vote.
- 3.13. Without prejudice to other provisions set forth in this ANNEX and in the CONTRACT, the following are considered to be the duties of the COMMISSIONS, the DISPUTE RESOLUTION GROUP and the DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY.

4. TRANSITION COMMISSION

- 4.1. The TRANSITION COMMISSION aims to:
 - (i) monitor the activities in PHASE 1 – PLANNING and PHASE 2 – CONSTRUCTION, according

to ANNEX 3 – CONCESSION PHASES;

- (ii) discuss, evaluate and decide on issues related to the INFRASTRUCTURE DEPLOYMENT INSPECTION REPORT and CAPEX BUYDOWN PAYMENT EVENTS;
- (iii) discuss, evaluate and decide on issues regarding the approval of the BASIC PROJECT and the EXECUTIVE PROJECT;
- (iv) monitor the environmental and/or urban licensing process, and regarding the licenses, authorizations and permits that are necessary for the completion of PHASE 1 – PLANNING and PHASE 2 – CONSTRUCTION; and
- (v) monitor the delivery and installation of the EQUIPMENT and FURNITURE provided for in ANNEX 6 – EQUIPMENT AND FURNITURE.

5. HOSPITAL COMPLEX OPERATIONALIZATION COMMITTEE AND LACEN OPERATIONALIZATION COMMITTEE

5.1. The HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION and the LACEN OPERATIONALIZATION COMMISSION will serve, each in its technical scope, as the channel for the discussion and improvement of the interface between the provision of SERVICES and the FINALISTIC SERVICES, with the HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION pertaining to the activities of the HOSPITAL COMPLEX, and the LACEN OPERATIONALIZATION COMMISSION pertaining to the activities of LACEN.

5.2. The HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION and the LACEN OPERATIONALIZATION COMMISSION have the following objectives:

- (i) prevent and make every effort to resolve interface conflicts between the SERVICES team and the FINALISTIC SERVICES team, referring to the daily operation of the HOSPITAL COMPLEX and LACEN, as the case may be, including, for example, issues of misuse;
- (ii) discuss incompatibilities in protocols and procedures that impact the efficiency or quality of the SERVICES and/or FINALISTIC SERVICES, as well as communication and coordination failures between the teams of the PARTIES, and so on;
- (iii) plan the start of operations of the SERVICES and FINALISTIC SERVICES of the HOSPITAL COMPLEX and LACEN, as the case may be;

- (iv) edit internal protocols and procedures to optimize the interaction between the SERVICES team and the FINALISTIC SERVICES team in the HOSPITAL COMPLEX and LACEN, as the case may be, being certain that the procedures may not change the attribution of responsibilities and allocation of risks provided for in this CONTRACT;
- (v) monitor the transfer of patients and teams from the CURRENT HOSPITAL UNITS and LACEN, to the structure of the HOPE HEALTH COMPLEX, as the case may be, mitigating risks;
- (vi) monitor, whenever possible, the training of the CONCESSIONAIRE team and the FINALISTIC SERVICES team, as well as all other activities that support the initiation and execution of PHASE 3 – PARTIAL OPERATION and PHASE 4 – FULL OPERATION of the HOPE HEALTH COMPLEX, as the case may be, determining the measures it deems appropriate;
- (vii) to discuss and improve the interrelationship between the provision of the SERVICES and the provision of the FINALISTIC SERVICES;
- (viii) institute and disseminate rules, flows and work methods, aiming at the guidance of the FINALISTIC SERVICES and SERVICES teams, which work in the HOSPITAL COMPLEX and LACEN, as the case may be, of third parties eventually contracted and of the USERS;
- (ix) point out suggestions for adjustments in imperfections detected in the execution of the CONTRACT;
- (x) support the implementation, on an ongoing basis, in the improvement of the management of the FINALISTIC SERVICES and SERVICES of the HOSPITAL COMPLEX and LACEN, as the case may be;
- (xi) act, jointly, in emergency actions that may be required in the FINALISTIC SERVICES and in the provision of the SERVICES, as the case may be;
- (xii) enable the registration in the occurrence book of all actions performed by the FINALISTIC SERVICES and SERVICES team, which violate the principles of the SUS, current standards, good sanitary practices and the proper functioning of the HOSPITAL COMPLEX and LACEN, as the case may be;
- (xiii) support the operation of the other governance mechanisms provided for in the

CONTRACT and its ANNEXES, or new mechanisms that may be instituted;

- (xiv) monitor the execution of the actions provided for in the CONTRACT in PHASE 3 – PARTIAL OPERATION and in PHASE 4 – FULL OPERATION;
- (xv) other actions that may be requested by the PARTIES and that do not contradict the provisions of the CONTRACT and its ANNEXES.

6. SERVICES MANAGEMENT COMMISSION

6.1. The SERVICES MANAGEMENT COMMISSION has the following objectives:

- (i) monitor the performance of the actions provided in the CONTRACT in PHASE 3 – PARTIAL OPERATION and PHASE 4 – FULL OPERATION, ensuring that the actions are performed in accordance with the provisions and purposes of the CONTRACT;
- (ii) prevent and resolve conflicts that are not within the scope of the HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION and the LACEN OPERATIONALIZATION COMMISSION;
- (iii) monitor the compliance by the CONCESSIONAIRE regarding any non-conformities pointed out in the fulfillment of the CONTRACT's scope;
- (iv) monitor the achievement of the objectives and the fulfillment of the agreed goals, verifying the percentage of achievement through KEY PERFORMANCE INDICATORS defined in ANNEX 8 – KEY PERFORMANCE STANDARDS, according to the information obtained by the INDEPENDENT VERIFIER;
- (v) evaluate compliance with the legal and regulatory precepts of the CONCESSION.

7. DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY

7.1. The DECISION-MAKING COMMITTEE OF THE GRANTING AUTHORITY has the following objectives:

- (i) to evaluate compliance with the legal and regulatory precepts of the CONCESSION;
- (ii) decide, in the first instance, the interface conflicts that arise from the HOSPITAL COMPLEX OPERATIONALIZATION COMMISSION and the LACEN OPERATIONALIZATION COMMISSION, which shall refer to it for decision any divergences regarding the interface between the SERVICES and the FINALISTIC SERVICES in the HOSPITAL COMPLEX and LACEN, as the case may be.

8. DISPUTE RESOLUTION GROUP

- 8.1. In the event of disputes arising from the CONTRACT, which are not resolved by the other GOVERNANCE STRUCTURES governed by the items above, the PARTIES may raise the mechanism of amicable settlement of disputes referred to in this item.
- 8.2. The DISPUTE RESOLUTION GROUP will be competent to issue decisions on the matters submitted to it by the GRANTING AUTHORITY or by the CONCESSIONAIRE, regarding divergences that may arise from the CONTRACT's performance.
- 8.3. The DISPUTE RESOLUTION GROUP will be composed of three (3) members, as per item 3.2.6 and must be professionals, with an unblemished reputation and technical recognition in the area related to the object of the CONTRACT.
- 8.4. The Presidency of the DISPUTE RESOLUTION GROUP shall be the responsibility of the member chosen by mutual agreement or by the GRANTING AUTHORITY, in accordance with the item 3.2.6.
- 8.5. In the event of permanent absence of any of the members, a new appointment shall be made within 15 (fifteen) business days, by the PARTY that originally appointed the absent member, or by the PARTIES, in the case of the member chosen by mutual agreement, under penalty of the DISPUTE RESOLUTION GROUP operating without such representative until there is a new appointment.
- 8.6. If there is no consensus for the choice of the third member, the members appointed by the PARTIES must prepare a triple list and submit it to the GRANTING AUTHORITY, which will then choose.
- 8.7. The procedure for resolving disputes will begin within 15 (fifteen) days counting from the receipt of the communication made by the interested PARTY to the DISPUTE RESOLUTION GROUP.
 - 8.7.1. The PARTY's communication shall contain a description of the matter submitted to the pronouncement of the DISPUTE RESOLUTION GROUP, accompanied by the relevant documents and information, in accordance with the procedure set forth below.
- 8.8. The respondent will be notified by the DISPUTE RESOLUTION GROUP to, within 15 (fifteen) calendar days from the receipt of the notification, present its allegations regarding the issue formulated, forwarding to the other PARTY a copy of the elements presented.

- 8.9. The decision of the DISPUTE RESOLUTION GROUP will be issued within a maximum period of 30 (thirty) calendar days, from the date of receipt of the allegations presented by the complained PARTY, if no other deadline is established by the PARTIES, by mutual agreement, and accepted by the DISPUTE RESOLUTION GROUP.
- 8.10. The decisions of the DISPUTE RESOLUTION GROUP will be considered approved if they have the favorable vote of at least 2 (two) of its members.
- 8.11. The DISPUTE RESOLUTION GROUP will notify each PARTY of the decision issued within a maximum period of 5 (five) calendar days from its issuance;
- 8.12. The decision of the DISPUTE RESOLUTION GROUP shall be binding on the PARTIES until a judicial or arbitral decision to the contrary is made.
- 8.13. The dispute resolution mechanism outlined herein will be deemed compromised if either PARTY refuses to participate, by providing written notice to the DISPUTE RESOLUTION GROUP and the other PARTY, or fails to submit their claims within the timeframe specified in this chapter.
- 8.14. The expenses with the operation of the DISPUTE RESOLUTION GROUP will be borne by the CONCESSIONAIRE, which will be reimbursed by the GRANTING AUTHORITY, within 45 (forty-five) days, from the issuance of the decision of the DISPUTE RESOLUTION GROUP, if it is favorable to the CONCESSIONAIRE.

9. ROUTINE AND OPERATIONAL INTERFACE

- 9.1. Up to 60 (sixty) days before the start of PHASE 3 – PARTIAL OPERATION, the CONCESSIONAIRE, the GRANTING AUTHORITY and any FINALISTIC SERVICES team must prepare the INTERFACE MATRIX.
- 9.2. The CONCESSIONAIRE shall be responsible for conducting the process of preparing the INTERFACE MATRIX and shall prepare initial versions for discussion with the parties listed in item 9.1 above, and also prepare the final versions for validation by all those involved.
- 9.3. An INTERFACE MATRIX must be prepared for the HOSPITAL COMPLEX and another for LACEN.
- 9.4. The INTERFACE MATRIX has the following objectives:

- 9.4.1. guide and clarify how the interface between the PARTIES and the limits of action or intervention of the CONCESSIONAIRE, the GRANTING AUTHORITY and any team of the FINALISTIC SERVICES will take place, in operational situations of the HOPE HEALTH COMPLEX that require shared action;
 - 9.4.2. promote the organization of coexistence and the performance of activities that have points of interaction or shared action between the GRANTING AUTHORITY and any FINALISTIC SERVICES team and the CONCESSIONAIRE in the CONCESSION AREA;
 - 9.4.3. enable the adoption of actions and initiatives aimed at mitigating risks arising from activities in coexistence or that need to be carried out in a shared or collaborative manner;
 - 9.4.4. organize coexistence and actions in specific processes.
- 9.5. THE INTERFACE MATRIX shall have the following minimum content:
- 9.5.1. Situations that require shared intervention: identification of situations that may occur in the operation and that require shared intervention by the PARTIES;
 - 9.5.2. Limit of the CONCESSIONAIRE's performance: limit of actions to be performed under the responsibility of the CONCESSIONAIRE;
 - 9.5.3. CONCESSIONAIRE team: any and all members of the CONCESSIONAIRE's team, whether by direct, indirect or subcontracted provision, involved in the identified situation;
 - 9.5.4. Actions of the GRANTING AUTHORITY: action to be carried out under the responsibility of the GRANTING AUTHORITY;
 - 9.5.5. GRANTING AUTHORITY and FINALISTIC SERVICES team: any and all members of the GRANTING AUTHORITY team and any FINALISTIC SERVICES team involved in the identified situation.
- 9.6. The INTERFACE MATRIX may not change the risk matrix and/or assignment of obligations to the PARTIES, as provided for in the CONTRACT.
- 9.7. The INTERFACE MATRIX must be reviewed annually, or at a frequency agreed between the PARTIES.

10. GOVERNANCE ORGANIZATION CHART

