GRANT NUMBER E2170 GRANT NUMBER. D7310-GM(Amendment) GRANT NUMBER. D9280-GM(Amendment)

Financing Agreement

(Second Additional Financing for The Gambia Essential Health Services Strengthening Project)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E2170 GRANT NUMBER D7310-GM (Amendment) GRANT NUMBER D9280-GM(Amendment)

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF THE GAMBIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of: (i) providing additional financing for activities related to the Original Project; and (ii) amending specific provisions of the Original Financing Agreement and the AF Financing Agreement (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to Three Million Four Hundred Thousand Special Drawing Rights (SDR 3,400,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project")
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are March 15 and September 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Finance and Economic Affairs The Quadrangle, Banjul Republic of The Gambia; and

(b) the Recipient's Electronic Address is:

Facsimile: E- Mail

+2204227954 seedykaddy@yahoo.com

- 5.03. For purposes of Section 11.01 of the General Conditions:
 - (a) the Association's address is:

International Development Association 1818 H Street, N.W. Washington, D.C. 20433 United States of America; and

(b) the Association's Electronic Address is:

Telex: Facsimile: E-mail

248423 (MCI) 1-202-477-6391 kmiwa@worldbank.org

REPUBLIC OF THE GAMBIA

Ву	Seedy km keita		
	Authorized Representative		
	Name: Seedy km keita		
	Title: Minister		
	21-Ju1-2023 Date:		
INTERNATIO	NAL DEVELOPMENT ASSOCIATION		
Ву			
	Authorized Representative		
	Name: Aifa Fatimata Ndoye Niane		
	Title: Acting Country Director		
	19-Jul-2023		

SCHEDULE 1

Project Description

The objective of the Project to improve quality and utilization of essential health services and strengthen the national system for public health preparedness in The Gambia.

Part 1: Improving the Delivery and Utilization of Quality Essential Primary Health Care Services

(a) Improving the quality of essential PHC health services delivery using a Results-based Financing Approach:

Implementing a program of activities for the delivery of quality and essential health services at each level of the health care delivery system, through:

- (i) provision of performance-based financing (PBF) grants ("PBF Grants") to health facilities and National Health Insurance Authority (the "NHIA") for the delivery of a Package of Essential Health Services ("PEHS");
- (ii) supporting the verification of the quality of services in health facilities; and
- (iii) capacity building for the expansion of the RBF program nationally through development and rolling out of the: (A) electronic enrollment system for patients; (B) electronic claims processing system; and (C) performance-based contracting of health facilities.
- (b) Community engagement to improve utilization of quality health services by, inter alia:

Developing and implementing a comprehensive social and behavior change communication program focusing on:

- (i) primary prevention activities;
- (ii) delivery of primary health care (PHC) including addressing cross cutting issues such as nutrition, women and girls' empowerment, noncommunicable diseases, water sanitation and hygiene (WASH), and climate change; and
- (iii) developing a grievance redress system.

- (c) Building resilient and sustainable health systems to support the delivery of quality health services by, inter alia:
 - (i) supporting strengthening of health systems, including the health management information system, civil registration and vital statistics, monitoring and evaluation, national public health laboratory system, supply chain for the availability of safe medicines and consumables, and human resources for health;
 - (ii) supporting Noncommunicable Disease risk factor survey and production of survey data for the monitoring of the essential health services coverage index:
 - (iii) supporting renovation and/or construction, and provision of equipment to selected health facilities **including a biomedical engineering unit and a national food and drug quality control laboratory** to improve the healthcare delivery system and for national pandemic preparedness, establishment of a national blood transfusion service and improvement of healthcare waste management; and
 - (iv) installation of energy-efficient measures to reduce greenhouse gas emissions.
 - (v) Supporting capacity building of Ministry of Health personnel to prevent and detect health emergencies including establishing an electronic casebased surveillance system to facilitate immediate reporting of all integrated disease surveillance and response priority diseases and events.

Part 2: Project Management

- (a) Project management and coordination, including financial management and procurement, monitoring and evaluation, environmental and social risks management compliance and assessment of implementation progress; and
- (b) Strengthening the capacity of the Project Coordination Unit and the Ministry of Health for Project management, including strengthening of their fiduciary management capacity, budget management and fiduciary management systems.

Part 3: Contingent Emergency Response

Providing immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. <u>Implementation Arrangements</u>

A. Institutional Arrangements

1. **Ministry of Health**

- (a) Recipient shall designate, at all times during the implementation of the Project, the Ministry of Health (the "MOH") to be responsible for prompt and efficient oversight and implementation of activities under the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable said MOH perform said functions.
- (b) The Recipient through the MOH shall maintain the: directorate of planning and information, directorate of health promotion and education, directorate of national pharmaceutical services, directorate of national public health laboratories, directorate of public health, directorate of nursing and midwifery services, directorate of human resource for health, directorate of research, and the office of the director of health services (the "Directorates"), at all times during the implementation of the Project, with staffing, mandate, terms of reference and resources, satisfactory to the Association. Without limitation upon the provisions of paragraph 2, 3, 4 and 5 of this Section I.A, the Directorates shall be responsible for the technical implementation of Part 1 of the Project.

2. National Steering Committee

- (a) The Recipient through the MOH shall maintain the National Steering Committee (the "NSC"), at all times during the implementation of the Project, with staffing, mandate, terms of reference and resources, satisfactory to the Association, for the purpose of carrying out its functions.
- (b) Without limitation upon the provisions of paragraph 1, 3, 4 and 5 of this Section I.A, the NSC shall be responsible for, *inter alia*: (i) providing strategic and policy guidance on the implementation of the Project; (ii) reviewing progress made towards achieving the Project's objectives; (iii) facilitating coordination of Project activities and removal of any obstacle(s) to the implementation of the Project; (iv) advocacy and resource mobilization for the RBF Unit and the PCU; and (v) provides oversight and support for the PCU coordinator and RBF Unit program manager.

3. **Project Implementation Committee**

- (a) The Recipient shall maintain the Project Implementation Committee (the "PIC"), at all times during the implementation of the Project with staffing, mandate, terms of reference and resources, satisfactory to the Association, for the purpose of carrying out its functions.
- (b) Without limitation upon the provisions of paragraph 1, 2, 4 and 5 of this Section I.A, the PIC shall be responsible for *inter alia*: discussing the annual work plan implementation progress, bottlenecks and remedial actions; approving the annual work plans and budgets, and ensuring that proposals and budgets are in line with the GNHSP and government rules and regulations.

4. **Project Coordination Unit**

- (a) The Recipient through the MOH shall maintain the Project Coordination Unit (the "PCU"), at all times during the implementation of the Project, with staffing (including a procurement specialist, a financial management specialist, an operations officer, an environmental specialist and a social development specialist), mandate, terms of reference and resources, satisfactory to the Association, for the purpose of carrying out its functions.
- (b) Without limitation upon the provisions of paragraphs 1, 2, 3 and 5 of this Section I.A, the PCU shall be responsible for execution, preparation of the annual work plans and budgets, coordination and implementation (including procurement, financial management, environmental and social safeguards, supervision, reporting and communication aspects) of activities under the Project.

5. **Results-Based Financing Unit**

- (a) The Recipient through the MOH shall maintain the Results-Based Financing Unit (the "RBF Unit"), at all times during the implementation of the Project, with staffing, mandate, terms of reference and resources, satisfactory to the Association, for the purpose of carrying out its functions.
- (b) Without limitation upon the provisions of paragraphs 1, 2, 3 and 4 of this Section I.A, the RBF Unit shall be responsible for the technical implementation of Part 1(a) (iii) of the Project.

6. **National Health Insurance Authority**

(a) The Recipient shall maintain the National Health Insurance Authority (the "NHIA"), at all times during the implementation of the Project, with staffing,

- mandate, terms of reference and resources, satisfactory to the Association, for the purpose of carrying out its functions.
- (b) Without limitation upon the provisions of paragraphs 1, 2, 3 and 4 of this Section I.A, the NHIA together with MOH shall be responsible for the technical implementation of Part 1(a) of the Project.

B. Implementation Arrangements

1. **Project Operations Manual**

- (a) The Recipient shall implement the Project in accordance with a Project Operations Manual ("POM") satisfactory to the Association and setting forth the rules, methods, guidelines and procedures for the carrying out of the Project, including, *inter alia*: (i) administration and coordination, monitoring and evaluation, financial management, procurement and accounting procedures, environmental and social safeguards, corruption and fraud mitigation measures, a grievance redress mechanism, Personal Data collection and processing in accordance with good international practice, roles and responsibilities for Project implementation, and such other arrangements and procedures as shall be required for the effective implementation of the Project; and (ii) an updated RBF operational manual for provision of PBF Grants, all in form and substance satisfactory to the Association (the "Project Operations Manual").
- (b) In case of any conflict between the provisions of the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail, and except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Operations Manual.

2. Financial Management

The Recipient shall:

- (a) maintain and update the existing accounting software in a manner satisfactory to the Association, including book-keeping of the Project and generating interim financial reports (IFRs);
- (b) implement the memorandum of understanding with the Ministry of Finance and Economic Affairs (MoFEA) Directorate of Internal Audit to cover all projects financed by the Association; and
- (c) update the terms of reference of the external auditor to cover this Financing in a manner acceptable to the Association which will include in scope the verification of the results-based financing activities.

3. Annual Work Plan and Budget

- (a) The Recipient shall, not later than November 30 each year, prepare and furnish to the Association, an annual work plan and budget for the Project for the following Fiscal Year containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (b) The proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed annual work plan and budget and thereafter ensure that the Project is implemented with due diligence in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").
- (d) The Recipient shall not make or allow to be made any change to the approved Work Plan and Budget without prior approval in writing by the Association.

C. PBF Grants under Part 1(a)(i) of the Project

1. General

The Recipient shall administer PBF Grants against verified results under Part 1(a)(i) of the Project in accordance with procedures set forth in this Part C and referred to in more detail in the Project Operations Manual.

2. Eligibility Criteria for PBF Grants

No proposed PBF Beneficiary shall be eligible for financing under Part 1(a)(i) of the Project unless, on the basis of an appraisal conducted in accordance with guidelines acceptable to the Association, the Recipient shall have determined that the proposed PBF Beneficiary satisfies the eligibility criteria specified below and set forth in more detail in the Project Operations Manual:

(a) With the exception of NHIA, the proposed PBF Beneficiary is a public or private not-for-profit health facility with the organization, management and resources required to deliver the proposed PEHS referred to in Part 1(a)(i) of Schedule 1 to this Agreement;

- (b) the PEHS delivered is consistent with the list of essential health services set forth in the Project Operations Manual; and
- (c) the proposed PBF Beneficiary has put in place all required arrangements, including financial and human resources, for the delivery and management of the PEHS and has the requisite skills and capacity to deliver the services in accordance with the guidelines and procedures set forth in the Project Operations Manual and the pertinent PBF Grant Agreement.

3. Terms and Conditions of PBF Grants

PBF Grants shall be made pursuant to a PBF Grant Agreement to be concluded between the Recipient, through an authorized representative of MOH and an eligible PBF Beneficiary under terms and conditions acceptable to the Association and detailed in the Project Operations Manual, which shall include the following provisions:

- (a) the description of the PEHS to be delivered, including the results and performance targets to be achieved and the arrangements for monitoring, and reporting;
- (b) the modalities for PBF payments including amount and periodic intervals of payments as well as verification procedures;
- (c) payments shall be made on a non-reimbursable grant basis; and
- (d) provisions to the effect that:
 - (i) the PBF Beneficiary's right to the proceeds of the PBF Grant may be suspended or terminated and/or the PBF Beneficiary may be required to refund all or any part of the amount already paid upon the PBF Beneficiary's failure to perform any of its obligations under the pertinent PBF Grant Agreement; and
 - (ii) each PBF Beneficiary shall:
 - (A) deliver the PEHS with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines and the Health Care Waste Management Plan;
 - (B) procure the goods, works and services to be financed out of the proceeds of the PBF Grant in accordance with the provisions of this Agreement;

- (C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the PBF and the achievement of its objectives;
- (D) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the PBF Grant; and (2) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to Recipient and the Association;
- (E) enable the Recipient and the Association to inspect the implementation of the PBF Grant, its operation and any relevant records and documents; and
- (F) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
- 4. The Recipient shall, through the MOH, exercise its rights and carry out its obligations under the pertinent PBF Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any PBF Grant Agreement, or any provision thereof.

5. **Verification of Services**

No payments shall be made under Part 1(a)(i) of the Project unless and until verification has been carried out against the quantity of the PEHS delivered and/or results achieved under said Part of the Project in accordance with the requirements under the Project Operations Manual.

D. Part 3 of the Project: Contingent Emergency Response

- 1. In order to ensure the proper implementation of Part 3 of the Project ("Contingent Emergency Response") ("CERC Part"), the Recipient shall ensure that:
 - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association which shall set forth detailed

implementation arrangements for the CERC Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part, (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part,; and (vii) a template Emergency Action Plan.

- (b) The Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
- (c) The Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
- (d) neither the CERC Manual or the Emergency Action Plan is amended, abrogated, repealed or waived without prior approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
- 3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

E. Environmental and Social Standards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including workplace accidents that result in death, serious or multiple injury, pollution, or any violent labor unrest or dispute between the Recipient or security forces and local communities, in

accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

- 5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than 30 days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

	Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1)	Goods, works, non-consulting services, consulting services, Training and Operating Costs under Part 1 (c)(iii) of the project	3,400,000	0% until the financing in Category 2 of the AF Financing Agreement, with respect to Part 1(c) (iii) of the Original Project, is fully disbursed, and thereafter 100%
(2)	Emergency Expenditures under Part 3 of the Project	0	100%
	TOTAL AMOUNT	3,400,00	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category (2) for Emergency Expenditures under Part 3 of the Project, unless and until all of the following conditions have been met in respect of said activities:
 - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to withdraw Financing amounts under Category (2), and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
 - (ii) the Recipient has adopted a CERC Manual and Emergency Action Plan in form and substance acceptable to the Association.
- 2. The Closing Date is August 29, 2025.

APPENDIX

Section I. Definitions

- 1. "AF Financing Agreement" means the financing agreement for the Original Project between The Republic of The Gambia and the International Development Association dated November 22, 2021 (Grant no. D9280-GM).
- 2. "Annual Work Plan and Budget" or "AWPB" means the work plan and budget approved by the Association and adopted by the Recipient in accordance with the provisions of Section I.B.3 of Schedule 2 to this Agreement, as said work plan and budget may be modified from time to time with the written agreement of the Association.
- 3. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "CERC Manual" means the manual referred to in Section I.D of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Operational Manual.
- 6. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 3 of the Project to respond to an Eligible Crisis or Emergency.
- 7. "Directorates" means the MOH directorates listed in Section I.A.1(b) of Schedule 2 to this Agreement, as such list may be further revised pursuant to the Project Operations Manual.
- 8. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 9. "Emergency Action Plan" means the plan referred to in Section 1.D of the Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
- 10. "Emergency Expenditure" means any of the Eligible Expenditures, including goods, works, non-consulting services, consultants' services, Training, and

Operating Costs, set forth in the CERC Manual in accordance with the provisions of Section I.D of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.

- 11. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated June 7, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, Training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- "Environmental and Social Standards" or "ESSs" means, collectively: 12. (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Historically Underserved Traditional Local Communities"; "Environmental and (viii) Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 13. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022.
- 14. "GNHSP" means the Gambia national health strategic plan of 2021-2025.
- 15. "Health Care Waste Management Plan" and "HCWMP" each means the Recipient's health care waste management plan for the Project disclosed at the Association's website on September 4, 2020 and in the Recipient's territory in December 2019 and setting out the measures to be taken for the development and implementation of medical waste management and safe handling of said waste, and any subsequent plans to be adopted succeeding such plan during the implementation of the Project.
- 16. "Ministry of Health" or "MOH" means the Recipient's ministry responsible for health, and any successor thereto.

- 17. "National Steering Committee" means the Recipient's committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
- 18. "Original Financing Agreement" means the financing agreement for the Original Project between The Republic of The Gambia and the International Development Association dated October 19, 2020 (Grant no. D7310-GM).
- 19. "Original Project" means respectively, the Project described in Schedule 1 to the Original Financing Agreement.
- 20. "Operating Costs" means the reasonable incremental expenses arising under the Project, and based on the Annual Work Plan and Budget, on account of vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rentals, accommodation, banking charges, advertising expenses, travel, *per diem*, and salaries of PCU and NHIA staff who are not civil servants and excluding all the salaries of the Recipient's civil servants.
- 21. "Package of Essential Health Services" and "PEHS" each means a newly defined package of maternal and child health and nutrition services comprising preventive and curative services, including, *inter alia*, maternal, neonatal and child health care, preventive services for pregnant women, delivery care, family planning services, infectious diseases, and noncommunicable diseases, as further elaborated in the Project Operational Manual.
- 22. "PBF Beneficiary" means a public or private not-for-profit- health facility that has entered into a PBF Grant Agreement with the Recipient for the purposes of delivering the PEHS under Part 1(a)(i) of Schedule 1 to this Agreement; and "PBF Beneficiaries" means more than one PBF Beneficiary.
- 23. "PBF Grant Agreement" means an agreement between the Recipient, through an authorized representative of the MOH and a PBF Beneficiary, setting forth the terms and conditions governing the PBF Grant, as referred to under Section I.C.3 of Schedule 2 to this Agreement; and "PBF Grant Agreements" means more than one PBF Grant Agreement.
- 24. "PBF Grant" means a grant made or proposed to be made out of the proceeds of the Financing to finance goods and services required to carry out results-based activities under Part 1(b)(i) of Schedule 1 to this Agreement; and "PBF Grants" means more than one PBF Grant.
- 25. "PBF" means Performance-Based Financing.
- 26. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of

attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.

- 27. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 28. "Project Coordination Unit" means the Recipient's unit referred to in Section I.A.4 of Schedule 2 to this Agreement.
- 29. "Project Operations Manual" means the Recipient's manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
- 30. "Results-Based Financing Unit" or "RBF Unit" means the Recipient's unit referred to in Section I.A.5 of Schedule 2 to this Agreement.
- 31. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 32. "Training" means the costs associated with training, workshops and study tours provided under the Project, based on the Work Plan and Budget, consisting of reasonable expenditures (other than expenditures for consultants' services) for:
 (a) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators;
 (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.

Section II. Amendments to the Original Financing Agreement

- 1. The name of the Project on the cover page of the Original Financing Agreement is amended and restated as follows:
 - "The Gambia Essential Health Services Strengthening Project"
- 2. Part 1(a)(i) of the Project Description of the Original Financing Agreement is amended and restated as follows:
 - (i) provision of performance-based financing (PBF) grants ("PBF Grants") to health facilities and National Health Insurance Authority (the "NHIA") for the delivery of a Package of Essential Health Services ("PEHS");

- 3. Part 1(c)(iii) of the Project Description of the Original Financing Agreement is amended and restates as follows:
 - (iii) supporting renovation and/or construction, and provision of equipment to selected health facilities including a biomedical engineering unit and a national food and drug quality control laboratory to improve the healthcare delivery system and for national pandemic preparedness, establishment of a national blood transfusion service and improvement of healthcare waste management; and
- 4. Part 1(c) of the Project description in Schedule 1 of the Original Financing Agreement is amended by adding the following sub-part (v):
 - (v) Supporting capacity building of Ministry of Health personnel to prevent and detect health emergencies including establishing an electronic casebased surveillance system to facilitate immediate reporting of all integrated disease surveillance and response priority diseases and events.
- 5. Paragraph (a) of Section I.C(2) of schedule 2 to the Original Financing Agreement: 'Eligibility Criteria for PBF Grants' is amended and restated as follows:
 - (a) With the exception of NHIA, the proposed PBF Beneficiary is a public or private not-for-profit health facility with the organization, management and resources required to deliver the proposed PEHS referred to in Part 1(a)(i) of Schedule 1 to this Agreement;

Section III. Amendments to the AF Financing Agreement

- 1. The name of the Project on the cover page of the AF Financing Agreement is amended and restated as follows:
 - "Additional Financing for The Gambia Essential Health Services Strengthening Project"
- 2. Part 1(a)(i) of the Project Description of the AF Financing Agreement is amended and restated as follows:
 - (i) provision of performance-based financing (PBF) grants ("PBF Grants") to health facilities and the National Health Insurance Authority (the "NHIA") for the delivery of a Package of Essential Health Services ("PEHS");
- 3. Part 1(c)(iii) of the Project Description of the AF Financing Agreement is amended and restates as follows:

- (iii) supporting renovation and/or construction, and provision of equipment to selected health facilities including a biomedical engineering unit and a national food and drug quality control laboratory to improve the healthcare delivery system and for national pandemic preparedness, establishment of a national blood transfusion service and improvement of healthcare waste management; and
- 4. Part 1(c) of the Project description in Schedule 1 of the AF Financing Agreement is amended by adding the following sub-part (v):
 - (v) Supporting capacity building of Ministry of Health personnel to prevent and detect health emergencies including establishing an electronic casebased surveillance system to facilitate immediate reporting of all integrated disease surveillance and response priority diseases and events.
- 5. Paragraph (a) of Section I.C(2) of schedule 2 to the AF Financing Agreement: 'Eligibility Criteria for PBF Grants' is amended and restated as follows:
 - (a) With the exception of NHIA, the proposed PBF Beneficiary is a public or private not-for-profit health facility with the organization, management and resources required to deliver the proposed PEHS referred to in Part 1(a)(i) of Schedule 1 to this Agreement;