
GRANT NUMBER D9380-SL

Financing Agreement

(Quality Essential Health Services and Systems Support Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D9380-SL

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SIERRA LEONE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). 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 twenty-eight million three hundred thousand Special Drawing Rights (SDR 28,300,000) (“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 February 15 and August 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts 1 (except 1(a)), 2, 3 and 4 of the Project and cause Partners In Health Sierra Leone (PIH-SL) (the “Project Implementing Entity”) to carry out Part 1(a) in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the Project Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, that Project Implementing Entity Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the GFF Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled;
 - (b) a Cooperation Agreement, acceptable to the Association, shall have been duly executed and delivered on behalf of the Recipient and the Project Implementing Entity, and shall have become effective and binding upon the parties in accordance with its terms;
 - (c) the Recipient has prepared and adopted a Project Implementation Manual in form and substance satisfactory to the Association;
 - (d) the Recipient has recruited an internal auditor and a procurement officer, both with qualifications, experience, and under terms of reference satisfactory to the Association; and
 - (e) the Recipient has caused the Project Implementing Entity to recruit a senior grant specialist, a finance officer and a procurement officer for Part 1(a) of the Project, all with qualifications, experience, and under terms of reference satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

- 5.03. 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 (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for finance.

- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of Finance
Treasury Building
George Street
Freetown, Sierra Leone; and

- (b) the Recipient's Electronic Address is:

E-mail: fsecretary@mof.gov.sl

- 6.03. 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: |
| 248423 (MCI) or 64145 (MCI) | 1-202-477-6391 |

AGREED as of the Signature Date.

REPUBLIC OF SIERRA LEONE

By



Authorized Representative

Name: _____ Hon. Dennis K. Vandi

Title: _____ MINISTER

Date: _____ 16-Dec-2021

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: _____ Abdu Muwonge

Title: _____ Country Manager

Date: _____ 15-Dec-2021

SCHEDULE 1

Project Description

The objective of the Project is to increase utilization and improve quality of maternal and child health services in the Selected Areas.

The Project consists of the following parts:

Part 1: Improving Quality, Efficiency, and Effectiveness of Reproductive, Maternal, Newborn, and Child Health and Nutrition Services

Improving quality essential health service delivery in: (a) Kailahun district; and (b) Bonthe, Falaba, Tonkolili, and Western Area Rural districts, by implementing a Hub-and-Spoke service delivery model to maximize financing and human resources, including through:

- (i) supporting the delivery of quality essential health services such as: (A) carrying out an assessment to determine staffing, supply and equipment, and infrastructure and nutritional support needs of designated health facilities; (B) supporting facility-level management information systems by developing *inter alia*, integrated clinical processes, data registry, digital patient files, and other documentation to inform clinical decision-making; (C) recruiting, training and coaching/mentoring of qualified health, administrative and operational personnel; (D) improving availability of medicines, laboratory supplies and equipment, consumables, and cleaning and infection prevention and control materials; (E) rehabilitating and/or constructing selected climate-smart health facilities and providing climate-sensitive medical equipment, constant water and electricity supply; (F) ensuring smooth functioning of health facilities through facility operations and routine maintenance; (G) the adoption of climate adaptation measures to minimize negative climate related health impact on patients; (H) providing nutritional support services to targeted beneficiaries including ready-to-use therapeutic foods, nutritional counseling and community outreaches to women of childbearing age on how to prepare nutritious meals for their children; and (I) financing the purchase of ambulances to be used for referrals within the Hub-and-Spoke service delivery network;
- (ii) strengthening health systems to improve primary healthcare service delivery including through: (A) establishing an integrated governance and public financial management system with adequate staffing and resources at the District Health Management Team (DHMT); (B) providing mentoring and coaching support to build the capacity of DHMT staff in areas such as financial management and planning, supply chain, public health and data management; (C) upgrading monitoring and evaluation systems; and (D) strengthening the operational capacity

of community health workers including through the provision of supportive supervision, work supplies and tools and rewards; and

- (iii) ensuring the availability of health facility water supply and providing school health and gender-based violence (GBV) support services, including through:
 - (A) building the capacity of environmental health and sanitation workers to improve the availability of health facility water at the point of use, and upgrading infrastructure at designated health facilities to ensure the availability of reliable pipe-borne running water; (B) supplying first aid kits to selected schools in the Selected Areas, and providing teachers with training in basic healthcare skills to allow them to treat first aid cases that occur in schools; and (C) providing support services for survivors of GBV across targeted health facilities, including providing health workers with relevant GBV training to assist GBV survivors.

Part 2: Strengthening National Level Systems

2.1: Supporting:

- (a) the strengthening of leadership and clinical and non-clinical capacities through, *inter alia*: (i) provision of refresher courses in public financial management, public health, and health economics for senior management at MoHS; (ii) financing the operational costs of the newly established MoHS Delivery Team; (iii) provision of technical assistance to set up a unit and develop the requisite curriculum at the University of Sierra Leone to train health economists and health finance specialists; (iv) strengthening academic staffing, reviewing curriculum and formalizing Makeni School of Clinical Sciences' (SCS) affiliation with the University of Sierra Leone; (v) developing a curriculum for medicine and allied health sciences for the dentistry department, public health department and midwifery school of the University of Sierra Leone; (vi) developing a training program aimed at upgrading the skills of State Enrolled Community Health Nurses (SECHNs) to enable them to transition to midwives and State Registered Nurses (SRNs); (vii) supporting the Recipient to expand an ongoing training for general surgery students, including ensuring full accreditation for post-graduate training in pediatrics, obstetrics and gynecology; and (viii) supporting specialized postgraduate training in medico-surgical nursing, midwifery, and pediatrics;
- (b) the strengthening of public financial management and pharmaceutical supply chain systems through, *inter alia*:
 - (i) (A) establishing a unified financial management and reporting portal to align donor expenditures with government system within the Recipient's overall PFM architecture; (B) institutionalizing resource mapping and expenditure tracking at MoHS; and

- (C) carrying out of a study to assess the possibility of digitalizing the revenue and accounting systems in two selected hospitals;
 - (ii) providing technical support to develop strategic and operational plans to improve the National Medical Supplies Agency (NMSA)'s operational efficiency; and
 - (iii) digitalizing the Health Management Information Systems (HMIS) and establishing an Electronic Medical Records (EMRs) system including through an assessment of the existing HMIS and EMRs, and training relevant staff to use the HMIS and EMRs, as well as build the capacity of the Directorate of Policy Planning and Information (DPPI) to enable them to conduct periodic HMIS supervision, provide feedback and use the data to improve policy and decision-making.
- (c) Sierra Leone Social Health Insurance (SLeSHI) to implement a social insurance scheme including through: (i) the provision of technical assistance to develop facility and provider accreditation standards, build local capacity in social health insurance, and develop a matrix for billing and claims management system, including risk management protocols and provider auditing; (ii) carrying out targeted health insurance related studies based on business needs to inform policy and decision-making; and (iii) the provision of refresher courses in public financial management, public health, health economics and health insurance for senior management of SLeSHI, as well as on-the-job training and selected capacity building interventions for relevant staff of SLeSHI; and
- (d) private sector participation in health services delivery through the provision of technical assistance to: (i) identify and carry out policy and regulatory reviews to create the enabling environment for private sector investment in the health care delivery system; (ii) build capacity of both public and private health facilities to engage in contracting arrangements and attract appropriate investments in health; and (iii) establish a sustainable public-private partnership engagement platform to deepen public private partnership dialogue in the sector.
- 2.2: Strengthening epidemic preparedness, understanding Non-Communicable Disease risks and managing medical waste through, *inter alia*:
- (a) supporting the Recipient's emergency preparedness and response efforts by: (i) supporting the transitioning of the national Emergency Operation Center (EOC) into a viable National Public Health Agency (NPHA), including through developing standard operating procedures, and building the capacity of existing staff to improve their operational efficiency;

- (ii) strengthening the 117 call alert system by upgrading its software and financing a portion of its operating costs; (iii) strengthening the Recipient's main points of entry by supporting minor rehabilitation works, including equipping the *Koindu* crossing point to allow for effective delivery of cross-border services during epidemics; (iv) improving human resource for animal health by supporting the training of 30 para-veterinary officers and developing a new para-vet curriculum for training at a designated tertiary institution; and (v) carry out risk communication activities to reduce COVID-19 vaccine hesitancy;
- (b) supporting: (i) the development of guidelines for managing Non-communicable Diseases (NCDs) at the health facility level; and (ii) the carrying out of a survey to provide more evidence and data for NCD risk factors; and
- (c) piloting an eco-friendly Centralized Bio-medical Waste Treatment Facility (CBWTF) in Western Area Urban and Western Area Rural districts, including: the establishment of a medical waste center, procurement of medical waste management machines, refrigerator trucks, and financing the recurrent costs of hiring a facility administrator.

Part 3: Project Management, and Monitoring and Evaluation

- 3.1: Strengthening the capacity of: (i) the DPPI to provide technical oversight of project implementation; and (ii) the Integrated Health Project Administration Unit (IHPAU) to manage the fiduciary (financial management and procurement), monitoring and evaluation and environmental and social aspects of the Project, including through the provision of trainings, technical assistance, operational clinics, and targeted short courses as needed.
- 3.2: (a) Strengthening monitoring and evaluation (M&E) of DPPI, IHPAU and DHMTs to improve data collection and analysis at the central, district, and facility levels, including through the provision of technical assistance to provide on-the-job training for M&E staff; and (b) supporting knowledge management by documenting and disseminating Project achievements and lessons learned.

Part 4: Contingent Emergency Response

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. *Ministry of Health and Sanitation*

- (a) The Recipient shall designate, at all times during the implementation of the Project, the Ministry of Health and Sanitation (“MoHS”) to be responsible for the implementation of the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable said MoHS to perform said functions.
- (b) Without limitation of sub-paragraph (a) immediately above, the Recipient shall designate the Director of Policy Planning and Information (DPPI) at the MoHS as the Project coordinator to be responsible for the day-to-day coordination of the Project.

2. *Integrated Health Project Administration Unit*

Without limitation upon the provisions of paragraph 1 immediately above, the Recipient shall maintain, at all times during the implementation of the Project, the Integrated Health Projects Administration Unit (IHPAU) within the MoHS, with resources, functions and personnel, satisfactory to the Association, to enable the IHPAU to perform said functions, and to be responsible for: (a) prompt and efficient oversight and coordination of fiduciary aspects (financial management, procurement and internal audit) and environmental and social aspects of Project implementation; and (b) Project monitoring and evaluation.

3. *Project Steering Committee*

The Recipient shall:

- (a) maintain, at all times throughout Project implementation, a Project Steering Committee (PSC) within the MoHS, to be responsible for providing overall Project oversight for the Project; and
- (b) without limitation to the foregoing, the PSC shall meet at least quarterly and shall comprise of the: Ministry of Finance; Ministry of Health and Sanitation; Ministry of Agriculture and Forestry; Ministry of Basic and Senior Secondary Education; Ministry of Technical and Higher Education;

Ministry of Energy; Ministry of Local Government and Rural Development; Head of the Environment Protection Agency; Ministry of Planning and Economic Development; Ministry of Gender and Children's Affairs; Ministry of Social Welfare; and relevant non-state actors.

B. Project Implementation Manual

1. The Recipient shall, and shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of the Project implementation manual containing, *inter alia*, the following provisions: (a) disbursement and financial management arrangements; (b) institutional administration, coordination and day-to-day execution of activities of the Project; (c) monitoring, evaluation, reporting and communication; (d) fiduciary aspects (*i.e.*, procurement, financial management and internal audit); (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project; (f) arrangements for management and monitoring of environmental and social management aspects; and (g) such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance satisfactory to the Association (“Project Implementation Manual”).
2. In case of any conflict between the arrangements and procedures set out in the Project Implementation 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 thereof without the prior written agreement of the Association.

C. Annual Work Plan and Budget

1. For purposes of implementation of the Project, the Recipient shall, and shall cause the Project Implementing Entity to:
 - (a) by no later than one (1) month after the Effective Date prepare and furnish to the Association, the first work plan and budget for Project (Annual Work Plan). Thereafter, not later than November 30 of each Fiscal Year during the implementation of the Project, prepare and furnish to the Association subsequent Annual Work Plans. Said Annual Work Plan(s) and Budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed sources of financing.
 - (b) afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed Annual Work Plan and Budget and thereafter, without limitation to the pertinent provisions of this Agreement, ensure that the Project is implemented during said following Fiscal Year

in accordance with such Annual Work Plan and Budget as shall have been approved by the Association. Only the activities included in the Annual Work Plan and Budget expressly approved by the Association are eligible for financing from the proceeds of the Financing; and

- (c) not make or allow to be made any material change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

D. Cooperation Agreement

1. To ensure the effective implementation of Part 1(a) of the Project, the Recipient shall:
 - (a) enter into a cooperation agreement (“Cooperation Agreement”) with the Project Implementing Entity, under terms and conditions satisfactory to the Association, which shall include the obligation of the Project Implementing Entity to carry out the fiduciary (financial management, procurement and internal audit) aspects of Part 1(a) of the Project.
 - (b) ensure that the Project Implementing Entity is maintained with functions, dedicated staffing and resources satisfactory to the Association for managing the fiduciary aspects of the Project; and
 - (c) exercise its rights under the Cooperation Agreement in such a manner as to protect the interests of the Recipient and the Association, and to accomplish the purpose of the Cooperation Agreement.
2. In case of any conflict between the provisions of the Cooperation Agreement and this Agreement, the provisions of this Agreement shall prevail.

E. Environmental and Social Standards

1. The Recipient shall, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be an amendment of the ESCP); and (b) thereafter, carry out, or cause to be carried out (as the case may be), said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall, and shall cause the Project Implementing Entity to, 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, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

6. The Recipient shall, and shall cause the Project Implementing Entity to, 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.
7. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and 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.

F. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response 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 Contingent Emergency Response 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 Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance 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 Contingent 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 nor the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written 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 the 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.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each six (6) months covering the calendar year.

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, Operating Costs and Training for the Project (except for Parts 1(a); 2.2(c); and 3 of the Project). | 6,693,500 | Such percentage of disbursement as the Association may from time to time determine based on the approved Annual Work Plan and Budget |
| (2) Goods, works, non-consulting services, consulting services, Operating Costs and Training for Part 1(a) of the Project. | 10,843,500 | Such percentage of disbursement as the Association may from time to time determine based on the approved Annual Work Plan and Budget |
| (3) Goods, works, non-consulting services, consulting services, Operating Costs and Training for Part 2.2(c) of the Project. | 2,317,800 | Such percentage of disbursement as the Association may from time to time determine based on the approved Annual Work Plan and Budget |
| (4) Goods, works, non-consulting services, consulting services, Operating Costs and Training for Part 3 of the Project. | 7,086,000 | Such percentage of disbursement as the Association may from time to time determine based on the approved Annual Work Plan and Budget |
| (5) Emergency Expenditures for Part 4 of the Project | 0 | 100% |
| (6) Unallocated | 1,359,200 | 100% |
| TOTAL AMOUNT | 28,300,000 | |

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, except that withdrawals up to an aggregate amount not to exceed SDR 70,750 may be made for payments made prior to this date but on or after October 22, 2021 for Eligible Expenditures under Category (2);
 - (b) for payments under Category (3) unless the Recipient has conducted a feasibility study to determine the type of technology, the prevailing baseline conditions, risk levels associated with the locations, and management and handling of the CBWTF; and the findings of said study are acceptable to the Association; or
 - (c) for Emergency Expenditures under Category (5), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (6); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is December 31, 2027.

Section IV. Other Undertakings

A. Specific Financial Management Covenants

1. The Recipient shall:
 - (a) not later than twelve (12) months after the Effective Date, establish a Unified Financial Management and Reporting Portal within the IHPAU in form and substance acceptable to the Association; and
 - (b) forty-five (45) days after the Effective Date, adopt an appropriate accounting software for use in Project accounting in form and substance satisfactory to the Association.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the annual work plan and budget to be prepared by the Recipient as described in Section I.C.1(a) of Schedule 2 to this Agreement.
2. “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.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual referred to in Section I.F.1(a) 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 PIM.
5. “Centralized Bio-medical Waste Treatment Facility” or “CBWTF” means a medical waste treatment facility that would serve health facilities in the Western area.
6. “Community Health Workers” or “CHW” means health care providers at community level
7. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
8. “Cooperation Agreement” means the agreement referred to in Section I.D.1(a) of Schedule 2 to this Agreement.
9. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
10. “Directorate of Policy Planning and Information” or “DPPI” means the directorate within the MoHS, responsible for health policy development, planning and information management.
11. “District Health Management Teams” or DHMTs” means the decentralized institution within the MoHS responsible for overseeing health care delivery at the district level.

12. “Electronic Medical Records” or “EMRs” means an electronic or digital collection of medical information about a person that is stored on an electronic devise.
13. “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.
14. “Emergency Action Plan” means the plan referred to in Section I.F.1(b) of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency
15. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.F.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
16. “Emergency Operation Center” or “EOC” means the Recipient’s institution responsible for epidemic preparedness and response.
17. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 3, 2021, 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.
18. “Environmental and Social Standards” or “ESSs” means, collectively:
 - (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-Saharan Historically Underserved Traditional Local Communities”;
 - (viii) “Environmental and 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.

19. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).
20. “GFF Grant Agreement” means the agreement to be entered into between the Recipient and the Association, acting as administrator of the: (a) Global Financing Facility in support of Every Woman Every Child (GFF EWEC Grant); and (b) the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund (GFF WCA Grant), providing for grants to the Recipient to assist the Recipient in the carrying out of the Project.
21. “Health Management Information System” or “HMIS” means the electronic system for recording, storing, retrieving and processing of health data.
22. “Hub-and-Spoke” means a service delivery model whereby lower-level health facilities (spokes) offer curative and preventive services and referrals to higher level health facilities (hubs).
23. “Integrated Health Project Administration Unit” or “IHPAU” means the unit within the MoHS, and referred to in Section I.A.2 of Schedule 2 to this Agreement.
24. “Management Fees” means the costs incurred by the Project Implementing Entity for administering Part 1(a) of the Project.
25. “Ministry of Health and Sanitation” or “MoHS” means the Recipient’s ministry responsible for health, and any successor thereto.
26. “MoHS Delivery Team” means a team of experts within the MoHS that support health services delivery agenda at the national level.
27. “National Medical Supplies Agency” or “NMSA” means the Recipient’s agency responsible for procurement, storage and distribution of medical products.
28. “National Public Health Agency” or “NPHA” means the agency to be set up by the Recipient with responsibility for public health emergencies, epidemics, and health security.
29. “Non-Communicable Disease” or “NCD” means chronic diseases that are not transferable from one person to another.
30. “Operating Costs” means recurrent costs of the Project, based on Annual Work Plans approved by the Association, such term including: (i) operation and maintenance of vehicles, repairs, rental, fuel and spare parts; (ii) computer maintenance, including hardware and software, printers and photocopiers; (iii) communication costs and shipment costs (whenever these costs are not

included in the cost of goods); (iv) small office supplies; (v) maintenance for office facilities; (vi) utilities and insurances; (vii) bank charges, travel, accommodation and per diem costs for technical staff carrying out training, preparatory, supervisory and quality control activities; (ix) Management Fees, and (x) salaries of contractual and temporary full time Project staff, but excluding salaries of the Recipient's civil servants.

31. "Partners In Health Sierra Leone" or "PIH-SL" means *Partners In Health Sierra Leone, LLC*, an international non-governmental organisation, established as a limited liability company pursuant to the Project Implementing Entity Legislation.
32. "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.
33. "Project Implementing Entity" means Partners In Health Sierra Leone.
34. "Project Implementing Entity Legislation" means the Limited Liability Act of the State of Delaware, Chapter 18 of Title 6 of the Delaware Code.
35. "Project Implementation Manual" or "PIM" means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the agreement of the Association.
36. "Project Steering Committee" or "PSC" means the committee referred to in Section I.A.3 of Schedule 2 to this Agreement.
37. "School of Clinical Sciences (SCS), Makeni" means the higher education institution established and operating pursuant to the Universities Act, 2021 of the laws of the Recipient.
38. "Selected Areas" means the following five (5) districts: Bonthe, Kailahun, Falaba, Tonkolili and Western Area Rural.
39. "Sierra Leone Social Health Insurance" or "SLeSHI" means a social health insurance scheme for financing and managing healthcare-based risk pooling.
40. "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.
41. "State Enrolled Community Health Nurses" means trained community level nurses.
42. "State Registered Nurses" means certified professional nurses.

43. “Training” means the reasonable cost of training under the Project as approved by the Association and included in the Annual Work Plan and Budget, including costs associated with seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers (but excluding consultants’ fees under consulting services), rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation, all as approved by the Association.
44. “Unified Financial Management and Reporting Portal” means an electronic system for recording, storage, retrieval and analysis of financial information for decision-making.
45. “University of Sierra Leone” means the higher education institution established and operating pursuant to the Universities Act, 2021 of the laws of the Recipient.