GFF EWEC GRANT NUMBER TF0B7267 GFF WCA GRANT NUMBER TF0B7266

Global Financing Facility

Grant Agreement

(Quality Essential Health Services and Systems Support Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

(acting as administrator of:
the Global Financing Facility in Support of Every Woman Every Child Multi-Donor
Trust Fund
and
the Global Financing Facility for Women, Children and Adolescents MultiDonor Trust Fund)

GFF EWEC GRANT NUMBER TF0B7267 GFF WCA GRANT NUMBER TF0B7266

GLOBAL FINANCING FACILITY GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SIERRA LEONE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as administrator of the Global Financing Facility in Support of Every Woman Every Child Multi-Donor Trust Fund (GFF EWEC TF), and as administrator of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund (GFF WCA TF) (together, "Global Financing Facility" ("GFF")).

The Recipient and the Bank hereby agree as follows:

Article I Standard Conditions; Definitions

- 1.01. The Standard 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 Standard Conditions or in the Appendix to this Agreement.

Article II The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("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) of the Project in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.

Article III The Grant

3.01. The Bank agrees to extend to the Recipient: (a) a grant in an amount not to exceed ten million United States Dollars (\$10,000,000) ("GFF EWEC Grant"); and (b) a grant in an amount not to exceed ten million United States Dollars (\$10,000,000) ("GFF WCA Grant") (together, the "GFF Grants"), all to assist in financing the Project.

- 3.02. The Recipient may withdraw the proceeds of the GFF Grants in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The GFF Grants are funded out of the abovementioned trust funds for which the Bank receives periodic contributions from the donors to the trust funds. In accordance with Section 3.02 of the Standard Conditions, the Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust funds, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions 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. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied.
 - (a) The execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action.
 - (b) The financing agreement dated the same date as this Agreement, between the Recipient and IDA, providing a grant in support of the Project ("Financing 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.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Member Country, showing the following matters:

- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and
- (b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 5.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. *Termination for Failure to Become Effective*. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article VI Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. For purposes of Section 7.01 of the Standard 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: <u>fsecretary@mof.gov.sl</u>

- 6.03. For purposes of Section 7.01 of the Standard Conditions:
 - (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex: Facsimile:

248423 (MCI) or 1-202-477-6391

64145 (MCI)

AGREED as of the Signature Date.

REPUBLIC OF SIERRA LEONE

Ву		fun	
	Name:	Authorized Representative Hon. Dennis K. Vandi	
		MINISTER	
		16-Dec-2021	
acting as administra Support of Every W Fund and	tor of the Voman Even	MENT ASSOCIATION Global Financing Facility in ry Child Multi-Donor Trust for Women, Children and Fund	
Ву		Abdu Muwonge	
		Authorized Representative	
	Name: _	Abdu Muwonge	
		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 Huband-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 the monitoring and evaluation system; 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 epidermic 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 Noncommunicable 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. Institutional and Other 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 Bank, 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 Bank ("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 Bank shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision thereof without the prior written agreement of the Bank.

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 Bank, the first work plan and budget for Project (Annual Work Plan and Budget). Thereafter, not later than November 30 of each Fiscal Year during the implementation of the Project, prepare and furnish to the Bank 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 Bank 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 Bank. Only the activities included in the Annual Work Plan and Budget expressly approved by the Bank 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 Bank.

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 Bank, 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 Bank for managing the fiduciary aspects of the Project including a procurement officer and a finance officer; and
 - (c) exercise its rights under the Cooperation Agreement in such a manner as to protect the interests of the Recipient and the Bank, 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 Bank.
- 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 Bank. 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 Bank 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 Bank 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 Bank, an action plan satisfactory to the Bank 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 Bank.
- 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 Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, 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 Bank 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 Bank.
- 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, 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 Bank, 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 Bank;
 - (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 Bank.
- 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 Bank.
- 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 Bank; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
- 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

A. Project Reports

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

Section III. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section 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 GFF EWEC Grant Allocated (expressed in USD)	Amount of the GFF WCA Grant Allocated (expressed in USD)	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).	1,700,000	2,230,000	Such percentage of disbursement as the Bank 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.	5,280,000	6,000,000	Such percentage of disbursement as the Bank 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.	1,020,000	1,770,000	Such percentage of disbursement as the Bank 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	2,000,000	0.00	Such percentage of disbursement as the Bank may from time to time determine based on the approved Annual Work Plan and Budget
TOTAL AMOUNT	10,000,000	10,000,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (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 Bank.
- 2. The Closing Date is June 30, 2025.

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 Bank; 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 Bank.

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 2 of the Appendix to the Standard 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 Bank, 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. "College of Medicine and Allied Health Sciences" means the department within the University of Sierra Leone responsible for providing medical and allied health sciences training.
- 7. "Community Health Workers" or "CHW" means health care providers at community level
- 8. "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.
- 9. "Cooperation Agreement" means the agreement referred to in Section I.D.1(a) of Schedule 2 to this Agreement.
- 10. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 11. "Directorate of Policy Planning and Information" or "DPPI" means the directorate within the MoHS, responsible for health policy development, planning and information management.

- 12. "District Health Management Teams" or DHMTs" means the decentralized institution within the MoHS responsible for overseeing primary health care delivery at the district level.
- 13. Electronic Medical Records" or "EMRs" means an electronic or digital collection of medical information about a person that is stored on an electronic devise.
- 14. "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.
- 15. "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
- 16. "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.
- 17. "Emergency Operation Center" or "EOC" means the Recipient's institution responsible for epidemic preparedness and response.
- 18. "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.
- 19. "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-Historically Traditional Local Communities"; Saharan Underserved "Environmental Heritage"; (viii) and Social Standard 8: Cultural

- (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 Bank.
- 20. "Health Management Information System" or "HMIS" means the electronic system for recording, storing, retrieving and processing of health data.
- 21. "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).
- 22. "Integrated Health Projects Administration Unit" or "IHPAU" means the unit within the MoHS, and referred to in Section I.A.2 of Schedule 2 to this Agreement.
- 23. "Management Fees" means the costs incurred by the Project Implementing Entity for administering Part 1(a) of the Project.
- 24. "Ministry of Health and Sanitation" or "MoHS" means the Recipient's ministry responsible for health, and any successor thereto.
- 25. "MoHS Delivery Team" means a team of experts within the MoHS that support health services delivery agenda at the national level.
- 26. "National Medical Supplies Agency" or "NMSA" means the Recipient's agency responsible for procurement, storage and distribution of medical products.
- 27. "National Public Health Agency" or "NPHA" means the agency to be set up by the Recipient with the responsibility for public health emergencies, epidemics and health security.
- 28. "Non-Communicable Disease" or "NCD" means chronic diseases that are not transferable from one person to another.
- 29. "Operating Costs" means recurrent costs of the Project, based on Annual Work Plans approved by the Bank, 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.

- 30. "Partners In Health Sierra Leone" or "PIH" 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.
- 31. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 32. "Project Agreement" means the agreement between the Bank and the Project Implementing Entity relating to the implementation of all or part of the Project, as such agreement may be amended from time to time. "Project Agreement" includes the Standard Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
- 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 Bank.
- 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 Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
- 41. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Bank Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.
- 42. "State Enrolled Community Health Nurses" means trained community level nurses.

- 43. "State Registered Nurses" means certified professional nurses.
- 44. "Training" means the reasonable cost of training under the Project as approved by the Bank 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 Bank.
- 45. "Unified Financial Management and Reporting Portal" means an electronic system for recording, storage, retrieval and analysis of financial information for decision-making.
- 46. "University of Sierra Leone" means the higher education institution established and operating pursuant to the Universities Act, 2021 of the laws of the Recipient.