

PDKAA 438

A.I.D. Project No. 519-0253

PROJECT  
GRANT AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR  
AND THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
FOR  
HEALTH AND NUTRITION PROJECT

Date: April 24, 1980

**BEST AVAILABLE DOCUMENT**

**RECORD COPY**

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**BEST AVAILABLE DOCUMENT**

PROJECT GRANT AGREEMENT

Date: April 24, 1980

Between:

The Government of the Republic of El Salvador, acting through the Ministry of Health, ("Grantee")

and:

The United States of America, acting through the Agency for International Development ("A.I.D.")

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of the Project. The Project, which is further described in Annex I, will consist of support activities facilitating the extension of health, nutrition and sanitation services to low-income Salvadoran in marginal urban and rural areas. Annex I, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex I may be changed by written agreement of the authorized representatives of the Parties named in Section 3.2 without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1. of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed Eight Hundred and Twenty Five Thousand United States ("US") Dollars (\$825,000) ("Grant"). The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project.

**SECTION 3.2. Grantee Resources for the Project**

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the project effectively and in a timely manner.

(b) The resources provided by the Grantee for the Project will be not less than the equivalent of One Million Four Hundred Fifty Thousand U. S. Dollars (\$1,450,000), including costs borne on an "in-kind" basis.

**SECTION 3.3. Project Assistance Completion Date**

(a) The "Project Assistance Completion Date" (PACD), which is December 31, 1983, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

**Article 4: Conditions Precedent to Disbursement**

**SECTION 4.1. First Disbursement.** Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Grant has been duly authorized and/or ratified by, and executed on behalf of the Grantee and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

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(b) A statement of the name of the person holding or acting in the office the Grantee specified in Section 3.2 and of any additional representatives together with a specimen signature of each person specified in such statement,

(c) Evidence that a Project Coordinator within the Ministry of Health has been named; and

(d) Evidence that a Project Committee within the Ministry of Health has been established and is composed of representatives of the Normative, Administrative and Planning Division of the Ministry of Health.

SECTION 4.2. Condition Precedent to Disbursement of Emergency Feeding Support Component. Prior to disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made to finance the Emergency Feeding support component, the Grantee, will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. an agreement between the Ministry of Health and the Ministry of Interior which sets forth the intended use of the funds and an illustrative budget.

SECTION 4.3. Condition Precedent to Disbursement for Rural Community Maternal Health and Nutrition Centers Component. Prior to disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made to finance the Rural Community Maternal Child Health and Nutrition Centers Component, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. a list obtained from the Directorate of Community Development and the National Center for Agricultural Technology (CENTA) of the 15 communities in which the field agencies are willing to collaborate for the first year of the Project and the name of the collaborator for the Project.

SECTION 4.4. Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1 have been met, it will promptly notify the Grantee.

SECTION 4.5. (a) Terminal Dates for Conditions Precedent. If all of the conditions precedent specified in Section 4.1 have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this agreement by written notice to the Grantee.

(b) If all of the conditions specified in Sections 4.2 and 4.3 have not been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undischursed balance of the Grant, to the extent not

Irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

**Article 5: Special Covenants**

**SECTION 5.1. Project Evaluation.** The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project.

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment.

(c) assessment of how such information may be used to help to overcome such problems, and

(d) evaluation, to the degree feasible, of the overall development impact of the project.

**SECTION 5.2. Covenants (Urban Health Component)**

(1) The Grantee shall covenant that for each area selected for assistance under the Urban Health Component, it shall provide:

(a) a minimum of ten hours of training in urban health problems and community development for a physician, auxiliary nurse and sanitation inspector;

(b) two week of training for sanitation workers;

(c) two weeks of training for community health aides;

(d) continuing education of approximately one day per month for sanitation and urban health workers;

(e) retraining of all personnel after one year.

(2) The Grantee shall covenant that it shall

(a) pay all costs, salaries and training for the Ministry of Health teams, including physicians, auxiliary nurses and sanitation inspectors, for the life of the Project;

(b) pay at the conclusion of the Project all salary costs of sanitation workers trained and salaried under this component of the Project.

SECTION 5.3. Covenants (Rural Community Maternal-Child Health Nutrition Centers Component)

The Grantee shall covenant that it will:

(a) give instructions to the Regional Offices detailing the functions of the Rural Health Aides, specifying the percentage of time the aides will devote to each activity, including the supervision of the Rural Nutrition Centers, and establishing a range of time to be dedicated to this activity; a copy of these instructions will be sent to A.I.D.

(b) agree to accelerate the phase-in of the World Food Program support to the existing Ministry of Health Maternal-Child Health feeding program to ensure that the food needs of the target population are met; and

(c) sign an agreement with each community in which a Maternal-Child Health Center is to be located, setting forth the responsibilities for the transport of P.L. 480 Title II commodities from the Ministry of Health distribution point to the community, their adequate storage and management within the community.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 999 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the project Grant Standard Provision Annex, Section C.1 (b) with respect to marine insurance.

Ocean transportation costs will be financed under the Grant only on vessels under flag registry of the United States, except as A.I.D. may otherwise agree in writing. If A.I.D. determines either that there are no vessels under U.S. flag registry generally available for ocean transportation, or that El Salvador has no access to U.S. flag service, A.I.D. in a Project Implementation Letter may agree to finance under the Grant ocean transportation costs on vessels under flag registry of any country included in A.I.D. Geographic Code Book 991.

SECTION 6.2 Local Currency Costs. Disbursement pursuant to Section 7.2, with the exception of drugs and medicines, will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in countries of the Central American Common Market ("Local Currency Costs"). To the extent provided under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required for the Project.

Article 7: Disbursements

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (i) requests for reimbursement for such goods or services, or (ii) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (i) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letter of Credit or otherwise, for such goods or services, or (ii) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by the Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to, may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained:

(1) by acquisition by A.I.D. with U.S. dollars by purchase;  
or

(2) by A.I.D. (i) requesting the Grantee to make available the local currency for such costs, and (ii) thereafter making available to the Grantee through the opening or amendment by A.I.D. of Special

Letters of Credit in favor of the Grantee an amount of U.S. Dollars equivalent to the amount of local currency made available by the Grantee, which dollars will be utilized for procurement from the United States under appropriate procedures described in Project Implementation Letters.

The U. S. dollar equivalent of the local currency made available hereunder will be, in the case of subsection (c)(1) above, the amount of U.S. Dollars required by A.I.D. to obtain the local currency, and in the case of subsection (c)(2) above, an amount calculated at the rate of exchange specified in the applicable Special Letter of Credit Implementation Memorandum hereunder as of the date of the opening or amendment of the applicable Special Letter of Credit.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into El Salvador by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into currency of El Salvador at the highest rate of exchange which, at the time the conversion is made, is not unlawful in El Salvador.

Article 3: Miscellaneous

SECTION 3.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Grantee:

Mail Address:

Minister  
Ministry of Public Health and  
Social Assistance  
Calle Arce 227  
San Salvador, El Salvador, C. A.

To A.I.D.:

Mail Address:

Director  
USAID/Mission to El Salvador  
American Embassy,  
San Salvador, El Salvador, C. A.

All such communications will be in both English and Spanish, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. The Grantee, in addition will provide the USAID Mission with a copy of each communication sent to A.I.D./Washington.

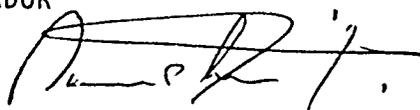
SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Minister of Public Health and Social Assistance and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, USAID Mission to El Salvador, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex I. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex II) is attached to and forms part of this Agreement.

SECTION 8.4. Language of Agreement. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

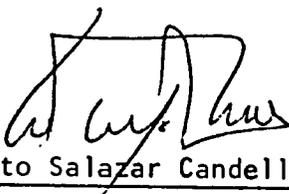
IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

EL SALVADOR



By: Dr. Rodolfo Girón Flores

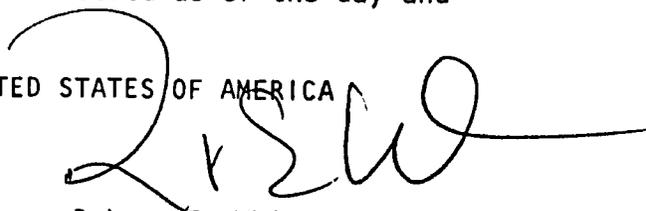
Title: Minister of Public Health and Social Assistance



By: Roberto Salazar Candell

Title: Minister of Planning

UNITED STATES OF AMERICA



By: Robert E. White

Title: Ambassador



By: Charles J. Stockman

Title: Director  
USAID Mission to El Salvador

ANNEX I

PROJECT DESCRIPTION

## I. Marginal Community Urban Health Care

The Grantee will collaborate with 150 marginal urban communities to make primary health care available to low income Salvadorans in urban slums throughout the country. Using facilities provided by the community the Grantee will provide the tugurios with health teams consisting of an auxiliary nurse, sanitation inspector, part-time physician, community health promoter and three sanitation workers. Depending on size and number of tugurios in a city, the teams with the exception of the health promoter will rotate between 2 or 3 tugurios. Although the physician will spend 2-4 hours a day in the community clinic, the auxiliary nurse, sanitation inspector, community health aide and sanitation workers will work full time on the days assigned to designated tugurios, carrying out health education and coordinating with other GOES agencies to improve health and sanitation conditions. The auxiliary nurse will assist the physician, provide direct patient care in the physician's absence, work with the community health promoter and sanitation workers in health and sanitation promotion and disease prevention and function in a liaison capacity with the promoter.

The community health aides who will also be selected by the community in coordination with the Grantee and will receive two weeks of training in urban health problems and health and sanitation promotion, will work full time in the community in which they live. Their functions, to be carried out through home visits as well as through work in the health facility, will include patient screening, references and health and sanitation education. Promoters will be reimbursed with an incentive family food ration from the Government to Government P.L. 480 Title II Emergency Food Program.

Sanitation workers participating in the project will also come from tugurios but will be employed by the Grantee at the completion of the project. The sanitation workers, who will work under the supervision of the sanitation inspectors, will provide environmental education to the community in waste disposal, assist in construction and maintenance of latrines, provide protection of water supplies, and implement community health education campaigns and vector borne disease control.

The health team will be technically supported by the local health unit which will provide part-time services of a graduate nurse, nutritionist and health educator. Services provided by the health team in the community will be both curative and preventive, the latter to include health education, vaccination, environmental health, nutrition, maternal and child health including family planning.

In addition, the Grantee will provide one day of refresher training a month for sanitation workers and community health aides and to the extent possible to the rest of the health team.

For the urban health activity, a consultant in community development and project management and education will be employed under the project. He/She will assist as liaison between the USAID and the Grantee and assist in project monitoring and evaluation.

## II. Rural Nutrition Centers

Under this component 300 Rural Nutrition Centers will be established in rural areas of the country according to the schedule included in the Implementation Plan. Each Center will offer supplementary feeding, primary health care and psycho-motor development for fifty 2-5 years old who will attend the Centers for a six month period.

Simultaneously the Centers will provide health and nutrition education and promotion to mothers and other family members. The Center will serve as well as a focus for other health and development actions that can improve community living conditions such as improvement of water systems, access roads, and productive activities.

Success of the project is dependent on community operation which will be promoted by a variety of GOES outreach agents including BIDECO and the Ministry of Agriculture. The Centers will generally be situated in areas in which a community development activity is on-going, to which a rural health aide is assigned, and where levels of malnutrition are highest. Communities participating will provide a facility for the Centers, select 3-5 volunteers to staff and administer the centers, and arrange for donation of local foods for additional support of the Centers feeding program beyond that provided with P.L. 480 Title II support. Training of volunteer staff and Center supervisors will be carried out by the Grantee in its Regional Health Training Centers according to the schedule included in the Implementation Plan. Volunteers will receive an incentive family food ration provided under the Government to Government Emergency Feeding Program.

By the end of the project a total of 30,000 children will have participated in center activities for a six month period.

## III. Responsibilities

### A. A.I.D.

A.I.D. will provide financing for the following items, listed by project component, in accordance with the Illustrative Budget of this Annex.

1. Urban Health Component

- a. Salary of an A.I.D. contracted project coordinator.
- b. Training of the project coordinator in community development.
- c. Training costs for urban health promoters.
- d. Technical assistance in community development and evaluation.
- e. Medications and medical supplies in accordance with the illustrative Budget of this Annex.
- f. Equipment and furnishings in accordance with the illustrative Budget of this Annex.
- g. Health education materials.

2. Community MCH/Nutrition Center

- a. Technical assistance in community development, psycho-motor stimulation, and evaluation.
- b. Training of Center volunteers and supervisors.
- c. Equipment and materials for establishment and furnishing of Centers.
- d. Mass-media support of health/nutrition education aspects of the Centers.

3. Emergency Feeding Support

- a. Purchase of one vehicle.
- b. Rental of vehicle support for food transport.
- c. Materials, tools, cement, piping and other materials required for work and training projects.

B. The Government of El Salvador (GOES)

The GOES will provide financing for:

1. Urban Health Component

- a. All salary and training costs for the following Grantee personnel: physicians, nurse auxiliaries, and sanitation workers.
- b. Medications, and medical supplies and equipment required in excess of those financed by A.I.D.
- c. Administration costs.

2. Community MCH/Nutrition Centers

- a. Equipment and materials other than those financed by A.I.D.
- b. Administrative costs.

3. Emergency Feeding Support

- a. Vehicular support for transport of food from port.
- b. Tools and materials for support of work/training programs.
- c. Administrative costs.

C. ILLUSTRATIVE BUDGET  
(US\$000)

URBAN HEALTH

	AID		GOES		TOTAL
	FY 80	FY 81	FY 80	FY 81	
Project Consultant	11	10			
Training	3	3.5	1	2	
Salaries	122	122	350	537	
Technical Assistance Evaluation	5	6			
Medications	400	300	100	400	
Equipment & Materials	69	40.5	5	5	
<b>TOTAL</b>	<b>610</b>	<b>482</b>	<b>456</b>	<b>944</b>	<b>2,492</b>

RURAL NUTRITION CENTERS

	AID			GOES			COMMUNITY			TOTAL
	FY80	FY81	FY82	FY80	FY81	FY82	FY80	FY81	FY82	
Technical Assistance/ Evaluation	30	21								
Training	20	29	20							
Equipment/ Material	30	37	27	10	20	2				
Contingency		6								
Mass-media Pilot Administration (GOES)	14			1	1	1				
<b>TOTAL</b>	<b>94</b>	<b>93</b>	<b>47</b>	<b>11</b>	<b>21</b>	<b>3</b>				<b>269</b>

EMERGENCY FEEDING SUPPORT FY 80

	A.I.D.	GOES
Supervision, Vehicles	10,000	
Vehicle Rental	10,000	
Materials, tools, and teaching materials for work and training projects	30,000	
Administration		15,000
<b>TOTAL</b>	<b>50,000</b>	<b>15,000</b>

D. IMPLEMENTATION PLANURBAN HEALTH

DATE	AGENCY	DESCRIPTION
March 1, 1980	MOH	Selection of 75 tugurios
May 5 - 16, 1980	MOH	Selection of 75 health teams
May 19-23, 1980	MOH	Community Development training directed by regional team representatives.
April 21, 1980	AID/W	Funds available for project
May 5-9, 1980	MOH	Beginning of procurement
May	USAID	Recruitment of Project Consultant
April 15-30	MOH	Recruitment and selection of 75 community aides and 36 sanitation workers.
May 1	MOH	Opening of 75 new clinics
May 4	MOH	Beginning of training of community aides and sanitation workers
May 11	MOH	Sanitation workers deployed
May 18	MOH	Community aides deployed
May 18	MOH	Training for new sanitation workers and community aides.
October 1	MOH/USAID	Second Stage Evaluation
November 30	MOH/AID	Meeting to review and evaluate and evaluate project, i.e. to determine if project will be extended on the basis of positive results.
Feb. 15, 1982	MOH/AID	Project Review Meeting
June 1, 1982	MOH/AID	Final Project Review and report on project results.

INITIAL PHASE

RURAL NUTRITION CENTERS

IMPLEMENTATION PLAN	Period of Implementation or dates when action is to have been completed
Preparation of Materials	April-May 1980
Conditions and covenants agreed by GOES. Funds available.	March 20, 1980
Visits to Health Regions by Central MOH to present activity	On-going
Prepare TA for food requirements, and arrange for local borrowing of stocks for first tranche (WFP)	April, 1980
Purchase equipment and materials for first group of centers	May, 1980
Selection of communities by Regional Committees of MOH, Agriculture, DIDECO	March-May, 1980
Technical assistance available to assist with training, procedures and teaching manuals, community development and child development experts	May, 1980
Training of Docents and Regional Staff	May-June, 1980
Negotiations completed with community regarding locale and furnishings; renovation and village improvements	May-June, 1980
Children selected in villages (60) Volunteers selected (240)	June 15, 1980
Supervisors trained (60); Volunteers trained	June 15-20, 1980
Equipment and food arrive from Regional Office to community	June-July, 1980
Nutrition surveillance data taken on children and siblings	June-July, 1980
First Centers begin to function; Community work begins	July, 1980

*DU*