



PDBRE 441

EMBASSY OF THE
UNITED STATES OF AMERICA
Agency for International Development
Kinshasa



Official File Copy

September 30, 1986

Subject: Operational Program Grant no. 660-0122
Kimbanguist Hospital Assistance

Dear Professor Penchas :

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D.") hereby grants to Hadassah USA (hereinafter referred to as "Hadassah USA" or "Grantee") the sum of \$750,000 (Seven hundred fifty thousand dollars) to assist the Grantee to meet the cost of carrying out a project, in conjunction with the Kimbanguists, for the establishment of a hospital in the Kimbanseke Health Zone of Kinshasa, as more fully described in Attachment I, "Schedule", and Attachment 2, "Project Description".

In addition, A.I.D. agrees, subject to the availability of funds and Government of Zaire concurrence, to provide the local currency equivalent of up to \$750,000 (based on the exchange rate at the time of disbursement) from the GOZ-owned Counterpart Fund to finance the costs of goods and services required for the project having their source in the Republic of Zaire.

This Grant is effective and obligation is made as of the date of this letter, and shall apply to commitments made by the Grantee in furtherance of the project objectives during the period beginning with the effective date and ending not later than September 30, 1988.

This Grant is made to Hadassah USA on condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment 1, entitled "Schedule"; Attachment 2, entitled "Project Description"; Attachment 3, entitled "Standard Provisions"; and Attachment 4, entitled "Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs"; which have been agreed to by your organization, and are hereby made a part of the Grant.

The total amount of funding to be provided by A.I.D. for the subject project shall not exceed \$750,000 (U.S. dollars) and the local currency equivalent of \$750,000 (zaire equivalent). A.I.D. shall not be liable for reimbursing the Grantee for any costs incurred in excess of the amounts set forth in this document.

Please sign both originals of this letter to acknowledge your receipt of the grant, and return one original to the USAID/Zaire Public Health Office.

Sincerely,

Dennis M. Chandler
Director
USAID/Zaire

Attachments:

1. Schedule
2. Project Description
3. Standard Provisions dated November 1985
4. Statement of Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs

ACKNOWLEDGED:

BY: Shmuel Perelman, MD
Title: Director - GOZ-NIZ-212
Hadassah USA

1600
Deputy Director-General for Finance

DATE: 30 SEPTEMBER, 1986

FISCAL DATA

APPROPRIATION:	72-1161021.8	
BUDGET PLAN CODE:	GDAA-86-21660-CG13	
PROJECT NO.:	660-0122	660-0122
PIO/T NO.		
TOTAL OBLIGATED AMOUNT:		\$750,000
TOTAL DOLLAR GRANT AMOUNT:		\$750,000
TOTAL COUNTERPART FUND AMOUNT (GOZ CONTRIBUTION)		equivalent of \$750,000 (based on exchange rate at the time of disbursement)

LOC-FRB NUMBER:
FUNDING SOURCE:

USAID/Kinshasa

PROJECT AGREEMENT FUNDS CERTIFICATION

Funds Available :

Project Agreement No. : 60-0122
Appropriation : 72-1161021.8
Budget Plan Code : ~~72~~ G.D.A.A-86-21660-CG13
Obligation Amount : \$750,000.00


Controller's Office Signature
9/29/86

STATE 304930

E. Financial Plan

The following is the Financial Plan for this Grant. Any revision to this Plan shall be made in accordance with the Standard Provision of this Grant Agreement, entitled "Revision of Grant Budgets."

	Life of Project	
	(Dollars)	Local Currency (In Dollar Equivalent)
A.I.D. Contribution		
I. Equipment		
- Medical and Laboratory	406,000	
- Communications	18,000	
II. Pharmaceuticals	50,000	
III. Hadassah Personnel Cost		
- In-country support cost	126,000	
- Travel	<u>150,000</u>	
Total A.I.D.	750,000	
Counterpart Funds contribution (CPF)		
I. Hospital Construction		508,000
II. Hospital Equipment		170,000
III. Operating Budget		55,000
IV. Hadassah Staff Support		<u>17,000</u>
Total CPF		750,000
Government of Israel (GOI) contribution		
Hadassah Personnel costs	<u>416,000</u>	
Total GOI	416,000	
Hadassah Contribution		
Personnel costs	<u>84,000</u>	
Total Hadassah	84,000	
Grand Total	1,250,000	750,000

SCHEDULE

Article A. Purpose of Agreement

This two year project will support Hadassah, USA, a US registered PVO, for the provision of assistance to the Kimbanguists, a local PVO, in the establishment of a hospital in the Kimbanseke Health Zone as more specifically described in Attachment 2 of this Agreement, entitled "Program Description".

Article B. Period of Agreement

1. The effective date of this Grant is the date on the Cover Letter. The project completion date of this Grant is April 30, 1989.
2. Funds obligated hereunder are available for estimated program expenditures by the Grantee upon fulfillment of the "Conditions Precedent to the Disbursement of Funds, "Article D", below.

Article C. Amount of Agreement

1. The total estimated amount of this Grant for the period shown in B.1 above is \$750,000.
2. A.I.D. hereby obligates the amount of \$750,000 for program expenditures during the period set forth in B.1 above and as shown in the Financial Plan below.
3. Availability of funds permitting, the Government of Zaire (GOZ) and A.I.D. agree to provide, in addition, the equivalent of \$750,000 in GOZ-owned local currency from the Counterpart Fund (CPF). The exchange rate to be used in calculating the equivalent local currency amount shall be that which is in effect at the time of the release of the local currency to the Grantee.
4. Hadassah shall evaluate the cost estimate of completing the construction of the hospital and will make its conclusion of said evaluation known to U.S.A.I.D. within 90 days of signing this document. If Hadassah declares the cost estimate to be too low, Hadassah will try to find a source for the shortfall within the agreed upon total budget, or from other, extraneous sources within an additional 90 days. If said shortfall cannot be provided as stated, this agreement will be null and void.

Article D. Conditions Precedent to the Disbursement of Funds

Prior to the disbursement of funds under this grant, Hadassah, USA or its delegates will provide USAID with copies of the following:

1. Signed protocol between Hadassah and the GOZ, in recognition of, and authorization for, the Hadassah activities to be performed under this program; and
2. Signed working agreement between the Kimbanguists and Hadassah defining the scope of the project and working relationships.

If no agreement is reached between Hadassah and GOZ or Hadassah and the Kimbanguists within 180 days from the date of this document, this agreement will be null and void.

Article F. Method of Payment

Payment shall be made to the Grantee in accordance with the following provisions:

1. Dollar Payment - Federal Reserve Letter of Credit (FRLC) (November 1985)

(a) Payment under this grant shall be by means of a Federal Reserve Letter of Credit (FRLC) in accordance with the terms and conditions of the FRLC and any instructions issued by AID's Office of Financial Management, Program Accounting Division (M/FM/PAFD).

(b) As long as the FRLC is in effect, the terms and conditions of the FRLC and any instructions issued by M/FM/PAFD constitute payment conditions of this grant, superseding and taking precedence over any other provision of this grant concerning payment.

(c) Reporting

1) A "Financial Status Report" SF-269, shall be prepared on an accrual basis and submitted quarterly no later than 30 days after the end of that quarter, in an original and two copies to AID/M/FM/PAFD, Washington, D.C. 20523. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final report must be submitted within 90 days after the conclusion of the grant to M/FM/PAFD. In cases where grants are Mission funded, the Grantee will forward an information copy to the AID Mission accounting station and the AID Project Officer at the same time the original and one copy are mailed to M/FM/PAFD, AID Washington.

2) The grantee shall submit an original and two copies of SF-272, "Federal Cash Transactions Report," within 15 working days following the end of each quarter to AID, Office of Financial Management, Program Accounting and Finance Division (M/FM/PAFD). Grantees shall report all cash advances in the remarks section of SF-272. Those cash advances in excess of immediate disbursement requirements in the hands of subrecipients or the grantee's field organizations shall be supported by short narrative explanations of action taken by the grantee to reduce the excess balances.

(d) Revocation of the FRLC is at the discretion of the authorized FRLC certifying officer of M/FM/PAFD after consultation with the grant officer. Notification of revocation must be in writing and must specify the reason for revocation. FM/PAFD shall provide the grant officer a copy of the revocation notice and a recommendation for an alternative method of payment (periodic advance or cost reimbursement) based upon the reasons for the revocation. The grant officer shall immediately amend this agreement to provide for an appropriate alternative method of payment. The recipient may appeal any such revocation to the grant officer.

2. Local Currency Payments

Counterpart funds shall be released, subject to availability of funds, and GOZ concurrence, on a quarterly basis as needed up to the agreed amount set forth in C.3 above. The exchange rate to be used in calculating the local currency equivalent of the \$750,000 to be provided shall be that which in effect at the time releases occur. The Grantee will request, utilize, control and report on Counterpart Funds in accordance with procedures established by USAID and the GOZ for the administration of the funds.

Article G. Reporting

1. Financial Reporting

- (a). Financial reporting requirements shall be in accordance with the provisions outlined in paragraph F.1.(c) above.
- (b). Dollars: The original and two copies of all financial reports shall be submitted to AID, Office of Financial Management, Program Accounting and Finance Division (M/FM/PAFD), Washington, D.C. 20523 in accordance with paragraph F.1.(c) above. In addition, two copies of all financial reports shall be submitted to the USAID/Zaire Public Health Office. The final "SF-269-Financial Status Report" shall include an attachment that shows expenditures for this Operational Program Grant Agreement by line item.
- c. Local Currency: The Grantee shall submit counterpart fund expenditure reports on a quarterly basis to the Controller of USAID/Zaire.

2. Other Reporting Requirements

The Grantee will also submit two copies of the following reports in English.

- a. Quarterly Consultation - The Hadassah Program Director (or his designee) will meet with the AID Project Officer on a quarterly basis during the period of the grant to review the project documentation and overall project performance against annual work plans and output targets. These meetings will be requested by AID and held at a date and time agreeable to both parties. Two weeks before the end of each quarter, the program director shall provide the Project Officer with all information necessary to complete A.I.D.'s project quarterly implementation reports.
- b. Annual Report - Hadassah will provide AID with annual narrative reports within two months of the end of the reporting period (i.e., by November 30 of each year). These reports will contain aggregate performance data (outputs) recorded in other internal and AID reports, in comparison with output targets and indicators cited in Attachment 2, Project Description. These reports will also include qualitative and subjective reporting on the impact and social-economic benefits of this project, and report on and assess major problems and constraints encountered.

(c) Final Report - The Grantee shall submit a final narrative report within 45 days of the project completion date given in Article B.1. This final report shall summarize the accomplishments of the project, methods of work used, and recommendations regarding unfinished work and/or program continuation.

(d) Audit Reports - The Grantee shall provide reports by outside independent auditors to USAID/Zaire.

Article H. Documents or decisions to be submitted to USAID/Zaire for approval

(a) Annual workplans and financial plans which will be reviewed by the USAID/Zaire Project Officer, and other relevant Mission staff and which will be discussed with the recipient organization and modified as needed, prior to Project Officer approval. An interim workplan will be submitted to the Project Officer within 45 days of the effective date of the Agreement for activities through December 31, 1986. For subsequent years annual workplans will be due on January 1 of each year.

(b) Key personnel, substitutions for key personnel prior to award, and replacements of key personnel after activities under the Agreement have begun.

(c) The financial management system for all project activities, which will be reviewed by the Project Officer and the USAID/Zaire Controller.

(d) Principal funding instruments, such as sub-granting, or sub-contracting agreements.

Article I. Evaluation

A.I.D and the Grantee agree to establish regular in-house evaluations as an integral part of the project. An assessment of project performance will be part of the Quaterly Consultations. The AID Project Officer will make periodic visits to the Kimbanguist Hospital.

A formal evaluation of the project will be conducted before the project assistance completion date. Terms of reference (scope of work) for the evaluation will be developed by USAID in consultation with the Grantee. The evaluation team will be comprised of representative(s) from AID and the Grantee. Additionally, outside consultants, host government officials and others may be included as deemed appropriate by AID and the Grantee.

Article J. Title to Property

Ownership of property acquired or constructed with the use of U.S. dollar funds provided by this Grant shall rest with the United States Government to be turned over to the Kimbanguist Hospital at the conclusion of the project. The property should be cared for as outlined in the Standard Provision, "Title to and Care of Property (U.S. Government Title)".

Article K. Authorized Geographic Code

The authorized geographic code for the procurement of goods under the project is 000 (US only) except as agreed to in writing. The Grantee shall be responsible for the procurement of goods and services financed by this Grant. The Grantee shall ensure that these procurements are in accordance with the Standard Provisions of this Agreement entitled, "Procurement of Goods and Services," and "A.I.D. Eligibility Rules For Goods and Services."

Article L. Logistic Support

The Grantee shall be responsible for obtaining all logistical support which shall include office space, office equipment, housing and utilities, furniture, project and household equipment, transportation in cooperating country, transportation to and from country, interpreter/secretarial services, travel arrangements/tickets, etc.

Article M. Construction

The Grantee is responsible for oversight of the design and construction of the proposed hospital buildings. Related costs shall not exceed amount shown in Article E, "Financial Plan".

Article N. Alterations and Additions to Standard Provisions

1. The Standard Provisions set forth as Attachment 3 of this Agreement consist of form AID 1420-0510, dated November 1985, which includes provisions 1 through 13, and standard provisions indicated below:

- | | |
|---|-------|
| 1. Payment - Federal Reserve Letter of Credit | "x" |
| 2. Payment - Periodic Advance | _____ |
| 3. Payment - Cost Reimbursement | _____ |
| 4. Air Travel and Transportation | "x" |
| 5. Ocean Shipment of Goods | "x" |
| 6. Procurement of Goods and Services | "x" |
| 7. Aid Eligibility Rules for Goods and Services | "x" |
| 8. Subagreements | _____ |
| 9. Local Cost Financing with U.S. Dollars | _____ |
| 10. Patent Rights | _____ |
| 11. Publications | _____ |
| 12. Negotiated Indirect Cost Rates - Predetermined | _____ |
| 13. Negotiated Indirect Cost Rates - Provisional | _____ |
| 14. Regulations Governing Employees | "x" |
| 15. Participant Training | _____ |
| 16. Voluntary Population Planning | "x" |
| 17. Protection of the Individual as a Research Subject | _____ |
| 18. Care of Laboratory Animals | _____ |
| 19. Government Furnished Excess Personal Property | _____ |
| 20. Title to and Use of Property (Grantee Title) | _____ |
| 21. Title to and Care of Property (U.S. Government Title) | "x" |

- 22. Title to and Care of Property (Cooperating Country Title)
- 23. Cost Sharing (Matching)
- 24. Use of Pouch Facilities
- 25. Conversion of United States Dollars to Local Currency

"x"

"x"

Article 0. Special Provisions

- 1. The AID Liaison Official shall be the the USAID/Zaire Project Officer.
- 2. AID will designate a Project Officer to monitor and to provide guidance and clarifications, as needed, on the technical and administrative responsibilities of the contractor.
- 3. No help can be given by the American Embassy or AID to the contractor and its personnel in obtaining customs clearances, residency permits, etc. for personal effects. The contractor will seek the assistance of the Ministry of Health in all such matters.

Program Description

The Kimbanguist Hospital is located in Kinshasa in the Kimbanseke area, which has a population of about 175,000. It is considered one of the poor sections of the city. Two years ago, the Kimbanguist Church decided to build, in two stages, a hospital which would serve the local community. In the first stage the hospital will have about 180 beds, arranged in several departments, and in the second stage it would eventually be expanded to 550 beds with a School of Nursing.

In view of this, the Church has begun construction of the hospital according to stage 1. Some of the buildings are completed, some are still in various stages of construction, and some have not yet been started. Hadassah desired to provide some assistance to Zaire in the health field, and the Government of Zaire decided that this support should be given to the Kimbanguist Church to enable the Church to finish Stage 1 of the hospital. This will include completing hospital construction, installing permanent hospital equipment (such as operating tables, hospital beds, laboratory equipment), and providing an initial stock of consumable supplies such as medications. This assistance will also entail training and consultation both in hospital administration as well as in medicine and nursing, by teams of doctors and nurses, as well as an administrator, for a period of 30 months.

The hospital will include 180 beds and departments of medicine (including intensive care unit), pediatrics, surgery, obstetrics and gynecology. The hospital will have 2 operating rooms, a recovery room, an intensive care unit, an emergency room, outpatient clinics, and a number of rooms for private patients. It will also have an x-ray room and basic clinical laboratories. The Kimbanguist Church will be responsible for construction of an administrative building. This building will include administrative services for the hospital such as maintenance, laundry, etc.

Hadassah agrees to supply personnel to provide management and technical assistance to the Kimbanguists. Hadassah will send one long-term hospital administrator to work with and train the Zairian hospital administrator. In addition, to supplement Zairian medical staff, Hadassah physicians and nurses, whose salaries would continue to be paid by Hadassah Israel, will be provided on a rotating basis every two to four months. They will train and advise Zairian staff particularly in organizing, managing, and implementing medical services. Hadassah staff will serve as trainers and would in no way replace Zairian staff. Hadassah assistance will include reorganization of the departments of the hospital and the various services in the existing and proposed buildings.

The Kimbanguist Church will be responsible for financing local medical, nursing and paramedical staff and the routine operation of the hospital. The Church is expected to provide:

1. Core buildings
2. A hospital administration building

3. All local staff (including recruitment of personnel, payment of salaries, benefits, etc.)
4. All hospital operating expenses (after start-up supplies/medicines)
5. Other necessary expenses/equipment not provided from other sources.

A committee, headed by the Hadassah hospital administrator will be established. This committee will oversee the initial phases of project implementation such as construction, procurement, installation of equipment, financial and medical record systems, and development and printing of forms.

The hospital administrator will arrive in-country six months prior to the opening of the hospital in order to assume responsibility as director of the committee. The hospital administrator will be responsible for overseeing all construction and construction-related activities necessary to the completion of the proposed hospital buildings. This oversight responsibility includes hiring an A & E firm to develop specifications and plans for construction. Once construction specifications and plans are available, Hadassah will solicit bids from construction firms and make appropriate final selection of a firm to undertake construction of the hospital buildings. Hadassah will supervise both design and construction phases of this activity until all work has been completed. Hadassah will also provide initial short-term technical assistance in preparation for the opening of the new hospital.

Once construction and equipment installation is completed and patients begin to be admitted, Hadassah medical personnel will begin their rotations. Hadassah medical personnel, composed of doctors and nurses, will be brought in every two to four months. The doctors will have expertise in medicine, pediatrics, general surgery, obstetrics-gynecology, and anesthesiology. Hadassah medical personnel salaries will be paid for by Hadassah Hospital in Jerusalem. Subsistence and travel costs for these personnel will be assumed under the project. Before coming to Zaire, the Hadassah team will be given a course on tropical diseases and their treatment, and efforts will be made to include French speakers. Since the hospital will have a full local medical staff of doctors, nurses, and paramedics, appropriate to the full needs of the hospital, the task of the Hadassah staff will be to upgrade the skills, of local staff in the various branches of medicine and hospital administration. The intention is that at all times there will be Hadassah doctors and nurses who will work with the local staff and train them in their fields of specialization. During the life of the project, the local staff will be exposed to the diverse and complex fields of specialization and will receive training and experience in new, appropriate techniques and methods in medicine and nursing. At the end of the project, the local staff will be able to continue to operate the hospital at a high standard of medical and nursing practice in Zaire.

During this project the hospital administrator will participate in the routine management of the hospital, organizing the operational budget for the hospital (including necessary cost-recovery measures), and training and instruction in various managerial procedures for the local hospital staff. This will enable the local staff to manage and sustain the full range of hospital operations according to specified standards by the end of the project. These standards will be determined by the Hadassah hospital administrator.

In case of need, the local medical, nursing and administrative staff will be given backing and counsel by the staff of the Hadassah Hospital in Jerusalem, Israel.

In summary, the preparation for operation of the Kimbanguist Hospital in Kinshasa will be carried out in cooperation with the medical and administrative team from Hadassah. The team will be responsible for all aspects of construction, equipment, management, procurement, and budgeting. Under this agreement, when the hospital is operational, Hadassah medical and nursing teams will work with the local staff as trainers and instructors on matters of medical treatment and management, while the Hadassah hospital administrator will continue to upgrade administrative skills and institute appropriate hospital-management systems.



MINISTRY OF FOREIGN AFFAIRS
JERUSALEM
International Cooperation Division

משרד החוץ
ירושלים

Jerusalem, 25 September 1986

Mr. Dennis Chandler
U.S. Agency for International Development
Kinshasa, Zaire

Dear Mr. Chandler,

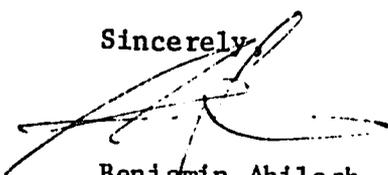
The Division for International Cooperation (MASHAV) will participate in the Hadassah-Kimbangist Hospital project in Zaire, supported by USAID, in the following manner:

MASHAV will undertake payments to personnel proposed for the project by Hadassah up to 30 person/months for the administrator and up to 96 person/months of short missions. These payments will not exceed a total of US\$416,000.-

Payments will be made directly to each person appointed, according to procedures customary for MASHAV missions.

This commitment is, of course, pending the conclusion of all agreements required to begin the project, and MASHAV will begin disbursements of its contribution as soon as these are achieved and the project is initiated.

Sincerely,



Benjamin Abileah
Director



Obligation of Counterpart Funds

The Republic of Zaire, acting through the Secretariat of Counterpart Funds, and the United States of America, acting through the Agency for International Development (A.I.D.), hereby agree to grant to Hadassah U.S.A., under the terms of the Operational Program Grant (OPG) Agreement entered into by A.I.D. and Hadassah U.S.A. on or about September 30, 1986, a sum of local currency from the Republic of Zaire-owned Counterpart Fund in the equivalent amount of \$750,000, calculated by the exchange rate in effect at the time of release of the local currency to Hadassah U.S.A. to assist in meeting the cost of carrying out the scope of work of the OPG as defined in Attachment 1 and 2 of the OPG.

The provision of these funds is subject to execution of the OPG Agreement between A.I.D. and Hadassah U.S.A.. Release of funds is subject to availability of funds.

Agency for International Development

By _____
Dennis M. Chandler
Director

Date

Engagement de Fonds de Contrepartie

La République du Zaïre, agissant par l'intermédiaire du Secrétariat du Fonds de Contrepartie, et les Etats Unis d'Amérique, agissant par l'intermédiaire de l'Agence pour le Développement International, (l'A.I.D.) conviennent par les présentes d'accorder à Hadassah U.S.A., aux termes d'un Accord de Don de Programme Opérationnel (DPO) passé entre l'A.I.D. et Hadassah U.S.A. vers le 30 septembre 1986, une somme en monnaie nationale provenant du Fonds de Contrepartie de la République du Zaïre, équivalente à \$750.000, calculée au taux de change en vigueur à la date de la libération de la monnaie nationale destinée à Hadassah U.S.A., pour aider à parer au coût de l'exécution des tâches énoncées dans les attributions du DPO, telles que définies aux Annexes 1 et 2 de l'Accord.

Ces fonds seront fournis sous réserve de la signature de l'Accord par l'A.I.D. et Hadassah U.S.A.. La libération des fonds dépendra de la disponibilité de ces derniers.

Secrétariat du Fonds de Contrepartie

Par: _____
Duru Moussa Saf .
Directeur

22 SEP. 1986

Date