

PDBBI 936

EMBASSY OF THE
UNITED STATES OF AMERICA

Office of Development Affairs
September 25, 1987

Mr. R. Govender
Crisis Care
P.O. Box 56366
Chatsworth, Durban
4030

Subject: Community Outreach and Leadership Development Project
Crisis Care
Agreement No: ~~671-0301~~ G-SS-7071-00

Dear Mr. Govender,

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter "USAID") hereby enters into this Agreement with Crisis Care (hereinafter "the Recipient"), and obligates the sum of \$42,000 to provide support for a program described in Attachment No. 1, entitled "Schedule", and Attachment No. 2, entitled "Program Description", of this Agreement. This Agreement is effective and obligation is made as of September 25, 1987. The Agreement and obligation shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning September 25, 1987 and ending September 24, 1990.

This Agreement is entered into with Crisis Care, on condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment 1, "the Schedule", Attachment 2, "Program Description", and Attachment 3, "Standard Provisions". This letter, and the three attachments just described, which have been agreed to by your organization, constitutes the Agreement.

Please sign the original and six (6) copies of this letter.
Please then return the original and five (5) copies of this
letter to USAID/Pretoria.

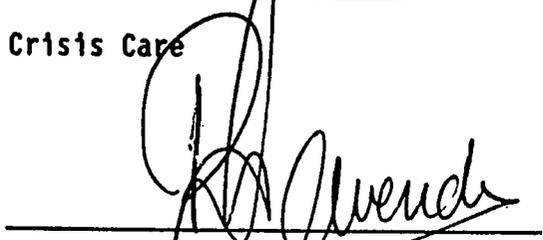
Sincerely,



Timothy J. Bork
Counselor for Development Affairs

ACKNOWLEDGED AND ACCEPTED

Crisis Care



By: Rogers Govender

Title: Director

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Advance Budget

FISCAL DATA:

Agreement No: 674-0301-G-SS-7071-00

Appropriation: 72-117/81021

BPC: GD57-87-21674-KG13

Reservation Control No: B870178

Amount: \$42,000

Drafted: A. Marshall

Clearances: Mark Johnson, SPDO (draft)
Carlos Pascual, Program Officer (draft)
Donald Keene/RLA (draft)
Rick Solloway, Controller (draft)
Wendy Stickel, Asst. Dir. (draft)

ATTACHMENT NO. 1

SCHEDULE

I. OVERVIEW OF AGREEMENT

This Agreement provides funds to Crisis Care to undertake a program of advice center training, as more specifically described in Attachment 2, Program Description

II. PERIOD OF AGREEMENT

The effective date of this Agreement is September 25, 1987. The expiration date is September 24, 1990, meaning that no USAID funds under this Agreement shall be applicable to goods not furnished or services not performed for the project/program by this date.

III. AGREEMENT FUNDING AND PAYMENT

USAID hereby obligates the sum of \$42,000 for purposes of this Agreement.

IV. FINANCIAL MANAGEMENT

A. Crisis Care shall be responsible for accounting for all funds provided under this Agreement. Reimbursement for expenses incurred shall be in the form of a monthly submission of invoices, checks, payroll sheets, etc. as further described in Part B of this Section. Included in this Agreement, as Attachment 4, is a one-year budget based upon expected expenditures covered by this Agreement. This budget contains an estimate of quarterly Agreement expenditure requirements and a request for a 30-day advance. Due to administrative procedures, a sufficient advance of funds will be provided to cover expenses for three months of operations. Execution of this Agreement constitutes USAID approval of the advance, and for AID's internal purposes, earmarks and commits all funds obligated under the Agreement. Any interest earnings from funds provided under this Agreement will be returned to USAID.

B. Disbursement Procedures

1. Local currency disbursements from USAID to Crisis Care will be made through monthly reimbursements for expenses incurred during the previous month. Each reimbursement request will include (a) a summary sheet listing in a format compatible with the budget the purpose and amount of all (individual) expenses incurred with a sub-total for each budget line item and a grand total; and (b) copies of paid invoices (not proforma invoices), checks, or other documentary evidence showing that funds were expended and the payee received such funds; e.g. an invoice stamped "paid", a cancelled check, a payroll sheet signed by the employee, etc.

2. Advances. It is recognized that an advance of funds is required, as working capital, to carry-out the purposes of this Agreement. Refer to Section IV A and Attachment 4 which requests such an advance.

(a) As discussed in para B1 above, monthly expenses are reimbursed. As such, USAID will reimburse the Recipient for recurring expenses financed from the advance, but non-recurring expenses financed from the advance will not be reimbursed. Rather than reimburse non-recurring expenses, the amount of the advance will be reduced by that amount. Consequently, when the Recipient submits its monthly reimbursement request per paragraph B.1., it is most important to include those expenses which will be used to reduce the advance balance.

(b) At the end of the Agreement period, any advance balance will be liquidated through submission of paid invoices and/or cash.

(c) Should there be a need to increase the level of the advance, USAID should be notified in writing at least 90 days before the required increase. USAID will advise, in writing, of any approved increases. Likewise, USAID reserves the right to decrease the level of this advance should expenditures fall below projected levels.

V. FINANCIAL PLAN

A. The illustrative Financial Plan for this Agreement is set forth below. Revisions of this Plan shall be made in accordance with Standard Provision 4 of this Agreement, located in Attachment 3 and entitled "Revision of Agreement Budget". All line-item adjustments must receive prior USAID approval.

	<u>\$US</u>	<u>SAR</u>
1. Training Costs	15,700	29,100
2. Training Center Rental	20,000	37,000
3. Financial and Legal Assistance	6,300	11,600
TOTAL	<u>\$42,000</u>	<u>R77,700</u>

B. Level of Assistance

The budget line items provided in above have been calculated by taking the amounts required by Crisis Care in South African Rands and then converting these to U.S. Dollars at an exchange rate of R1.85/US\$1. While the Rand amounts are included in [Table 1] for illustrative purposes, the U.S. Dollar totals, and not their Rand equivalents, constitute the binding level of USAID assistance.

Due to exchange rate fluctuations, South African Rands available under any individual item financed under this Agreement may exceed levels budgeted for by Crisis Care, and thus allow other items to be financed as well. In such an event, Crisis Care will consult with USAID on the priority use of these funds, and arrangements will be made to amend the Agreement to provide for their expenditure. However, should changes in the exchange rate result in fewer South African Rands being available than budgeted for, Crisis Care must finance the shortfall since the U.S. dollar amount prevails.

VI. REPORTING

Crisis Care will submit semi-annual progress reports in a format which will be detailed in a separate letter.

VII. OVERHEAD RATE

Not Applicable.

VIII. TITLE OF PROPERTY

Title to all property purchased under this Agreement shall vest in the Recipient in accordance with the terms of Attachment 3, Additional Standard Provision 19, entitled "Title to and Use of Property."

IX. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for all procurement with AID funds under the Agreement is the United States and Republic of South Africa, meaning that all goods and services financed by this Agreement shall have, with respect to goods, their source and origin and, with respect to services, their nationality in the United States or the Republic of South Africa.

X. LOCAL COST FINANCING

It is hereby specified that the amount of U.S. dollars authorized to be used for local cost financing is the entire amount obligated under this Agreement.

XI. SPECIAL PROVISIONS

A. Conditions Precedent to Disbursement

1. Accounting. Prior to the disbursement of funds or to the issuance of any commitment documents under the Agreement, the Recipient shall provide, in form and substance satisfactory to USAID, evidence that the Recipient has established a bank account for the proper receipt, processing and disbursement of all funds provided under this Agreement.

2. Prior to the disbursement of funds or to the issuance of any commitment documents under the Agreement, the Recipient shall allow USAID to conduct a financial review to confirm that it can maintain adequate records and accounts in connection with funds provided under the Agreement.

3. Crisis Care will inform USAID of persons to be trained using USAID funds prior to disbursement of funds.

B. Covenants

1. Procurement

(a) Scope. This provision is applicable to the extent that local cost financing is otherwise authorized by the Agreement. It does not require procurement in South Africa where off-shore procurement could otherwise occur.

(b) Policy. In the procurement of goods and services in South Africa, the Recipient shall, to the maximum extent practicable, award contracts to individuals or organizations which are disadvantaged by apartheid and which are responsive and appropriate providers of goods and services.

(c) Definitions. Individuals and organizations disadvantaged by apartheid shall mean (1) South African individuals of black, "colored" or Asian descent whose principal place of business is in the Republic of South Africa; and (2) private partnerships or commercial firms which are incorporated in or organized under the laws of the Republic of South Africa, whose principal place of business is in the Republic of South Africa, and which are more than 50 percent beneficially owned by South African persons of black, "colored" or Asian descent. The Republic of South Africa includes the so-called "independent" and "self-governing" homelands and, for the purposes of implementing this provision, Namibia.

2. Except as provided in Section B.1. above, all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, free and open competition.

XII. STANDARD PROVISIONS

The Standard Provisions applicable to this Agreement are contained in Attachment 3, Standard Provisions.

ATTACHMENT 2

PROGRAM DESCRIPTION

I. SUMMARY

This Agreement provides funds to Crisis Care to provide training and liaison services to new advice centers, and upgrade the skills of established advice center workers. The advice center workers who will receive training will be agreed upon by Crisis Care and USAID and will be either staff of advice centers in receipt of USAID funds or staff of advice centers proposed by Crisis Care. Agreement funds are also provided for rental costs of the training center for advice office workers, and to meet financial and legal costs.

II. BACKGROUND

Crisis Care is a Natal-based community organization which is concerned with community development and socio-cultural issues, such as homelessness, enforced removals, squatter settlements, women's role and status and the problems faced by ex-detainees and political prisoners. Crisis Care runs a series of community-based advice centers in both urban and rural areas of Natal, and with Diakonia and the Natal Advice Centers Association (of which it is an affiliate), also runs training programs for advice center workers. Crisis Care also assists communities to establish self-help programs, and liaises with other organizations to provide information on current topical issues in communities, particularly in rural areas, and is involved, with other community based organizations, in promoting peaceful, beneficial social change.

III. PROBLEM

The need for community-based advice offices has increased tremendously in recent years, with the result that a number of advice offices have established in communities throughout South Africa. The major problems are, however, that there is no recognized training mechanism for advice office workers, and that funds are often in short supply. A number of organizations, have attempted to run training programs to help advice office workers acquire necessary skills, but there is concern that there are advice offices which have not benefitted from such programs and also that, given the burgeoning need, such organizations will not have sufficient funds at their disposal to meet the demand.

Given the South African context, it is essential that advice center workers are adequately trained and equipped to function and serve their communities well. It is not enough to simply be able to understand the workings of the law, or to be able to refer cases for legal opinion. The role of the advice center worker is also, possibly most importantly, one of counsellor and listener. For this, training is needed, there are specific skills which must be learned, or else the worker will not be able to adequately respond to the needs of the person seeking advice. Oftentimes, people are unable to articulate the real problem, and specific techniques are required to be able to elicit the required information to define the exact nature of the situation. An adequate knowledge base is also required to be able to provide the right advice, as otherwise people can be wrongly or inadequately advised, with the result that problems may be compounded rather than minimized. Those persons involved with the establishment of advice centers are concerned that workers receive proper training, and serve an

adequate probationary period in a functioning office, and also that newly established advice offices have sufficient access to support mechanisms to enable them to respond to the needs of those seeking their services.

IV. PURPOSE

The purpose of this Agreement is to provide funds to Crisis Care over a two-year period to permit it to expand its training program to meet increasing demand. Advice Centers which are in receipt of USAID funds will be eligible for initial training using Agreement funds, and will be advised of this when they sign Agreements with USAID. Other advice centers, not in receipt of USAID funds, will also be eligible for training under the Agreement. Agreement funds will be used to meet rental costs of the training center, and for legal and financial services.

V. PROGRAM DESCRIPTION

This Agreement provides funds to Crisis Care to 1) coordinate a training program for advice office workers in Natal, and 2) to establish a training and seminar center for use by Crisis Care and other community-based organizations. Agreement funds are also provided to meet the costs of financial and, if necessary, legal costs.

A. The Training Program.

The training program offered to advice center workers is run by Crisis Care, Natal Advice Centers Association (NACA) and Diakonia. Advice center workers serve an induction period in an office run by one of the above-mentioned organizations which operate in rural and urban areas throughout Natal, and then attend a training program of twice-weekly training sessions, and also weekend-long seminars. The costs of training an advice office worker is approximately R800, which includes the training program, supervised probationary period, teaching materials, seminar costs and travel costs of trainees' attendance at seminars. Trainee advice office workers are paid their salary by the advice office they work in during their training period. The organizations also collaborate to hold weekend seminars to upgrade the skills of qualified advice office workers and to inform them of different topics. Training materials are produced by Crisis Care, NACA and Diakonia, and also obtained from other organizations such as the Legal Resources Center, the Black Sash and the Advice Centers Association.

Agreement funds will be administered by Crisis Care to meet the costs of training advice office workers at the rate previously specified. Persons to benefit from USAID-funded training will be legally disadvantaged South Africans, and the need for affirmative action towards women will be borne in mind. Crisis Care and individual advice centers will determine which workers are accepted for training based on the needs of the organization and the community it serves.

B. The Training Center

Agreement funds are also provided for rental of the training and seminar center, which is also used by other community-based organizations. There is a great need for a facility which community-based organizations can use for seminars, meetings and workshops, as no other residential facility which is accessible to community-based organizations currently exists in Durban. Weekly training sessions for advice center workers from the

Durban area will be held there, as will the weekend seminars which are attended by people from throughout Natal. Crisis Care offices will be based at the center and an advice center will be established there. It is also planned to open a crisis center, which will be staffed by trained counsellors from Crisis Care, NACA and Diakonia, and which will serve persons on their release from detention and political imprisonment, by providing a counselling service and a 24-hour on-call service. Such persons are often in need of counselling and/or a rehabilitation center on their release to assist them to readjust and overcome some of the trauma they have experienced, and currently no such facility exists in the Durban area.

A number of other community-based organizations have expressed an interest in utilizing the center's facilities once it is established, and there are plans to extend the center's function in the future, depending on its initial success. Funds for the full three years of rental costs for the training center will be made available in the first advance as Crisis Care has been able to secure a significant reduction in rates through up-front payment.

Table 2

Illustrative Individual Training Budget

<u>Item</u>	<u>SAR</u>
1. Training costs per person	
a) supervision period	100
b) weekly seminars	100
c) weekend seminar	250
d) travel allowance	50
e) training materials	300
	—
Total:	R800

ATTACHMENT 4

90 day advance budget (SAR)

<u>Item</u>	<u>First Year Budget</u>	<u>Advance</u>
1. Training costs	17,600	2,000
2. Training Center Rental	37,000	37,000
3. Financial and legal assistance	7,200	1,800
TOTAL	<u>61,800</u> =====	<u>40,800</u> =====