

**AMENDMENT No. 2 TO THE PRIMARY HEALTHCARE INITIATIVE PROJECT
DOCUMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME (“UNDP”)
AND
MINISTRY OF HEALTH, TRINIDAD AND TOBAGO (“GOVERNMENT”)**

Reference is made to the Primary Healthcare Initiative project document, project number 00090710, entered into on June 6, 2014 by and between the UNITED NATIONS DEVELOPMENT PROGRAMME (“UNDP”), and Ministry of Health, Trinidad and Tobago (the “Government”), and together with UNDP, the “Parties”, as previously amended on March 30, 2019, (hereinafter referred to as the “Primary Healthcare Initiative Project (Phase II Management Intervention at the RHAs to Improve the Delivery of Healthcare Services”).

WHEREAS the “Government” has requested and UNDP has agreed to amend the Primary Healthcare Initiative Project (Phase II) documentation in order to extend the project up to December 31, 2021 and to facilitate the receipt of additional funds from the Ministry of Health for the procurement of medical equipment, Personal Protective Equipment (PPE) and COVID-19 test kits on behalf of the “Government”;

NOW THEREFORE, the Parties agree:

1. To the extension of the project up to December 31, 2021.
2. The relevant addition to the project Outputs as follows:


- a) An additional Output will be added to the project entitled Strengthening the health system response to COVID-19 in Trinidad and Tobago, with associated activities inclusive of but not limited to the procurement of goods and services related to the fight against the pandemic. The specific activities at this time include the:*
- i. procurement of medical equipment*
 - ii. procurement of PPE*
 - iii. procurement of COVID-19 test kits.*

(See Annex 1)

(2) Except as expressly modified herein in accordance with paragraph 1, all other terms of the Primary Healthcare Initiative Project (Phase II Management Intervention at the RHAs to Improve the Delivery of Healthcare Services”) shall remain unchanged and shall continue in full force and effect.

(3) This Amendment will come into effect as of the date of last signature hereof by UNDP and the “Government”.

For UNDP:

By 
(signature)

Ms. Sharifa Ali-Abdullah
Title: Assistant Resident Representative,
UNDP, Aruba, Curaçao, Sint Maarten
Trinidad and Tobago

Date: 5/2/21

For the Government:

By 
(signature)

Mr. Asif Ali
Title: Permanent Secretary,
Ministry of Health
Trinidad and Tobago

Date: 5/2/21

Annex 1- Output/Targets/Activities

EXPECTED OUTPUTS	OUTPUT INDICATORS ¹	DATA SOURCE	BASELINE		TARGETS (by frequency of data collection)						DATA COLLECTION METHODS & RISKS	
			Value (for 2021)	Year	Q1	Q2	Q3	Q4	Year ...	FINAL		
Output 1 <i>Strengthening the health system response to COVID-19 in Trinidad and Tobago</i>	1.1 Number of medical equipment acquired and delivered to the MoH.	UNDP/MoH records	0	2021		12						UNDP/MoH records
	1.2 Number of PPE acquired and delivered to the MoH.	UNDP/MoH records	0	2021			2000	10000				UNDP/MoH records
	1.3 Number of COVID-19 test kits acquired and delivered to MoH.	UNDP/MoH records	0	2021		120	120					UNDP/MoH records

EXPECTED OUTPUTS <i>And baseline, indicators including annual targets</i>	PLANNED ACTIVITIES <i>List activity results and associated actions</i>	TIMEFRAME						RESPONSIBLE PARTY	PLANNED BUDGET		
		Q1	Q2	Q3	Q4	Q5	Q6		Funding Source	Budget Description	Amount
Output 1 <i>Strengthening the health system response to COVID-19 in Trinidad and Tobago</i> <i>Baseline:</i> <i>Indicators:</i> <i>Targets:</i> <i>RelatedCPD Outcome 1</i>	1. Procurement of medical equipment							UNDP/MoH			21,334.49
	2. Procurement of PPE							UNDP/MoH			49,000.00
	3. Procurement of COVID-19 test kits							UNDP/MoH			57,024.00
Subtotal											127,358.49
GMS @ 6%											7,641.51
TOTAL											135,000.00

Annex II

**FINANCING AGREEMENT BETWEEN THE UNITED NATIONS
DEVELOPMENT PROGRAMME AND THE MINISTRY OF HEALTH,
TRINIDAD AND TOBAGO**

WHEREAS the United Nations Development Programme (hereinafter referred to as "UNDP") and the Ministry of Health, acting on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter referred to as "the Ministry") have agreed to co-operate in the implementation of a project in the Republic of Trinidad and Tobago (hereinafter referred to as "the Project"), as described in the Project document Project No. 00090710, in the Republic of Trinidad and Tobago, and submitted to the Ministry for information.

WHEREAS the Ministry has informed UNDP of its willingness to contribute funds (hereinafter referred to as "the contribution") to the UNDP on a cost-sharing basis to increase the resources available for the Project;

WHEREAS the UNDP shall designate an Implementing Partner for the implementation of each Project financed from the contribution (hereinafter referred to as "the Implementing Partner")

NOW THEREFORE, UNDP and the Ministry hereby agree as follows:

Article I

1. The Ministry shall, in the manner referred to in paragraph 2 of this Article, place at the disposal of UNDP the contribution of US\$135,000.00
2. The Ministry shall, in accordance with the schedule of payments set out below, deposit the contribution in **UNDP Contributions Account, #36349562 at the Citibank N.A., 111 Wall Street, New York, NY 10043, ABA/ACH Routing Number: 021000089, SWIFT: CITIUS33 (In making the deposit please identify the project).**

	<u>Date payment due</u>	<u>Amount (USD)</u>
(a)	19 th February 2021	135,000.00

3. The Ministry will inform UNDP when the Contribution is paid via an e-mail with remittance information to contributions@undp.org, providing the following information: Ministry's name, UNDP country office, Project No. 00090710 – *Primary Healthcare Initiative Project*. This information should also be included in the bank remittance advice when funds are remitted to UNDP.

4. The above schedule of payments¹ takes into account the requirement that contributions shall be paid in advance of the implementation of planned activities. It may be amended to be consistent with the progress of project delivery. UNDP shall not absorb any loss (including but not limited to exchange fluctuations) under the Project. The Parties acknowledge and agree that all losses shall be charged to the Project.
5. All financial accounts and statements shall be expressed in United States dollars.
6. UNDP may agree to accept Contributions in a currency other than United States dollars provided such currency is fully convertible or readily usable by UNDP and subject to the provisions of paragraph 5 above. Any change in the currency of the Contribution shall be made only in agreement with UNDP.

Article II

1. In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the contribution shall be charged a fee equal to 6%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.
2. The aggregate of the amounts budgeted for the project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the project under this Agreement as well as funds which may be available to the project for project costs and for support costs under other sources of financing.

Article III

1. The contribution shall be administered by the UNDP in accordance with UNDP regulations, rules, policies and procedures, applying its normal procedures for the execution of its projects.
2. Project management and expenditures shall be governed by the regulations, rules, policies and procedures of UNDP and, where applicable, the regulations, rules, policies and procedures of the Implementing Partner.

Article IV

¹ It is recommended that country offices negotiate the number of installments to ensure at least six months' anticipated disbursements are funded with each installment. This will make processing of contributions and reporting more efficient for the country offices.

1. The implementation of the responsibilities of the UNDP and of the Implementing Partner pursuant to this Agreement and the relevant project document shall be dependent on receipt by the UNDP of the contribution in accordance with the schedule of payments set out in Article I, paragraph 2, above. UNDP shall not start implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).
2. If unforeseen increases in expenditures or commitments are expected or realized (whether due to inflationary factors, fluctuation in exchange rates or unforeseen contingencies) UNDP shall submit to the Ministry on a timely basis a supplementary estimate showing the further financing that will be necessary. The Ministry shall use its best endeavors to make available to UNDP the additional funds required.
3. If the Contribution referred to in Article I, paragraph 2, above, are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2, above, is not forthcoming from the Ministry or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP.

Article V

Ownership of equipment, supplies and other property financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

Article VI

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP.

Article VII

UNDP shall provide the Ministry on request with financial and other reports prepared in accordance with UNDP reporting procedures.

Article VIII

1. UNDP shall notify the Ministry when all activities relating to the Project have been completed in accordance with the Project Document/Project Document Amendment.
2. Notwithstanding the completion of all activities relating to the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the activities finance by the contribution have been satisfied and these activities brought to an orderly conclusion.

3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify the Ministry and consult with the Ministry on the manner in which such commitments and liabilities may be satisfied.
4. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Ministry.

Article IX

The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct to govern the performance of its staff, including of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

Article X

Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Donor and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UNDP to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

Article XI

1. After consultations have taken place between the two Parties to this Agreement and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project, this Agreement may be terminated by UNDP or by the Ministry. The Agreement shall cease to be in force thirty days after either of the Parties may have given notice in writing to the other Party of its decision to terminate the Agreement.
2. If the unutilized contribution-payments, together with other funds available to the Project, are insufficient to meet such commitments and liabilities, UNDP shall notify

the Ministry and consult with the Ministry on the manner in which such commitments and liabilities may be satisfied.

3. Notwithstanding termination of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in implementation of the activities financed by the contribution have been satisfied and these activities brought to an orderly conclusion.
4. In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Ministry.

Article XII

Any notice or correspondence between UNDP and the Ministry will be addressed as follows:

(a) To the Ministry of Health: Mr. Asif Ali
Permanent Secretary
Ministry of Health
Trinidad and Tobago

Address: Ministry of Health
63 Park Street
Port of Spain

(b) Upon receipt of funds, UNDP shall send an electronic receipt to the Ministry email address provided below as confirmation that the remitted funds have been received by UNDP

Ministry email address: asif.ali@health.gov.tt

Attention: Mr. Asif Ali
Permanent Secretary
Ministry of Health
Trinidad and Tobago

(c) To UNDP: Ms. Randi Davis, Resident Representative,
Trinidad and Tobago, Aruba, Curacao and Sint Maarten

Address: United Nations Development Programme

UN House
3A Chancery Lane
Port of Spain
Trinidad and Tobago

Article XIII

This Agreement shall enter into force upon the signature of this Agreement by parties hereto, on the date of the last signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English and language in two copies.

For the Ministry:
Mr. Asif Ali
Permanent Secretary
Ministry of Health
Trinidad and Tobago

For the United Nations Development Programme
Ms. Randi Davis
Resident Representative, Trinidad and Tobago,
Aruba and Sint Maarten

(Signature)

Name: Mr. ASIF ALI
Title: PERMANENT SECRETARY
Date: 5/02/21
Place: Trinidad and Tobago

(Signature)

Name: Randi Davis
Title: Resident Representative
Date: 05/02/21
Place: Trinidad + Tobago