Ministère de l’Économie et des Finances  
5, Avenue Charles Sumner  
Port-au-Prince  
Republic of Haiti  
Facsimile: (509) 29 21003

Re: Haiti: Improving Maternal and Child Health through Integrated Social Services Project  
IDA Grant No. H864-0-HT  
Amendment to the Financing Agreement

Excellency:

1. We refer to the Financing Agreement (the Agreement), dated June 14, 2013, as amended, between the Republic of Haiti (“Recipient”) and the International Development Association (“Association”) for the above-mentioned Project. We also refer to the Minutes of Negotiations for the Additional Financing for the Improving Maternal and Child Health through Integrated Social Services Project dated May 11, 2017, requesting a modification in the objectives of the Project, the application of the new Procurement Regulations, the new Anti-Corruption Guidelines, and the modification of the Safeguard Documents.

2. The Association has agreed to your request and consequently, the Financing Agreement is amended to read as set forth below:

A. Schedule 1 to the Agreement is amended by modifying the objectives of the Project to read as follows:

“The objectives of the Project are to: (a) increase the access and use of maternal and child health services; (b) strengthen cholera control; and (c) improve targeting of social services in the Recipient’s territory, with a particular focus on areas affected by Hurricane Matthew.”

B. Paragraph D of Section 1 of Schedule 2 to the Agreement is amended to read as follows:

“D. Safeguards

1. The Recipient shall ensure that, throughout the implementation of the Project, the Project shall be implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Environmental and Social

7, Rue Ogé, Pétion Ville, Haiti
Management Framework and the Resettlement Policy Framework. In particular, the Recipient shall ensure: (a) that for each activity under the Project of a category for which the Environmental and Social Management Framework or the Resettlement Policy Framework provide that an Environmental and Social Management Plan or a Resettlement Action Plan shall be prepared, such Environmental and Social Management Plan or Resettlement Action Plan, in form and substance satisfactory to the Association, are effectively prepared and locally disclosed, before the implementation of such Project activity, in accordance with the provisions of the Environmental and Social Management Framework and the Resettlement Policy Framework; and (b) promptly thereafter, that the relevant activity is implemented in accordance with its Environmental and Social Management Plan or the Resettlement Action Plan.

2. No activity under the Project involving works shall commence before the corresponding Environmental and Social Management Plan or Resettlement Action Plan have been prepared, disclosed and implemented in accordance with paragraph 1 above.

3. Recipient shall ensure that: (i) the terms of reference for any consultancy required under the Project shall be satisfactory to the Association following its review thereof; and (ii) to that end, such terms of reference shall duly incorporate the requirements of the Association’s Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance, including the public disclosure and consultation of the resulting environmental and social impact assessments in accordance with the Association’s Safeguards Policies.

4. Except as the Association shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the Association, the Recipient shall not abrogate, amend, repeal, suspend, waive or fail to enforce any provisions of any of the Safeguard Documents, nor shall it permit FAES to do so.

5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall through MSPPF, or shall cause FAES to, regularly collect, compile and submit to the Association, on a quarterly basis, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

6. In the event that any provision of the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail."

C. Sections II B. 2 and II B. 4 of Schedule 2 to the Agreement are amended to read as follows:

"2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare (or cause to be prepared) and furnish (or cause to be furnished) to the Association not later than forty-five (45) days after the end of each reporting period, interim unaudited financial reports for the Project covering: (a) the pertinent fiscal quarter for Parts A and B of the Project; and (b) the pertinent
calendar semester for Part C of the Project; all in form and substance satisfactory to the Association.

"4. The Recipient shall cause FAES to: (a) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations and financial condition of FAES, including the operations, resources and expenditures related to Part B.2 of the Project; (b) have its financial statements referred to in (a), audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association. Each audit of these financial statements shall cover the period of one fiscal year of FAES. The Recipient shall cause FAES to ensure that the audited financial statements for each period shall be furnished to the Recipient and the Association not later than six months after the end of the period.

D. Section III of Schedule 2 to the Agreement is amended to read as follows:

"Section III. Procurement

All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan."

E. The Appendix to the Agreement is amended by deleting definitions No. 9 ("Consultant Guidelines") and No. 33 ("Procurement Guidelines"), by adding a new definition on "Procurement Regulations", by amending definitions No. 2 ("Anti-Corruption Guidelines") and No. 17 ("Environmental and Social Management Framework"), by adding new definitions on "Displaced Person", "Hurricane Matthew", "Resettlement Action Plan" and "Resettlement Policy Framework" (and by renumbering all definitions accordingly in an alphabetical order), to read as follows:

"APPENDIX

"Anti-Corruption Guidelines" means 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."

"Displaced Person" means a person who, on account of the execution of the Project had or would have been affected by an involuntary taking of land under the Project, which causes said Displaced Person to have his/her: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently; and "Displaced Persons" means, collectively, all such Displaced Persons."

"Environmental and Social Management Framework" collectively means the Recipient’s environmental and social management framework dated August 1, 2012 as modified on May 3, 2017, and FAES’s environmental and social management framework dated August 1, 2012, both in form and substance satisfactory to the Association and referred to in Section I.D.1 of Schedule 2 to this Agreement, detailing the guidelines, procedures
and timetables to carry out the environmental and social assessments to be developed under the Project and to prepare the respective ESMP.”

“Hurricane Matthew” means a category IV hurricane that hit the Recipient’s territory on October 4, 2016.”

“Procurement Regulations” means the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, dated July 1, 2016”.

“Resettlement Action Plan” means the plan to be adopted by the Recipient based on the Resettlement Policy Framework, if need be, found acceptable to the Association and setting forth the detailed modalities for resettlement and compensation of Displaced Persons under the Project and “Resettlement Action Plans” means several such plans.”

“Resettlement Policy Framework” means the Recipient’s resettlement policy framework for the Project, acceptable to the Association, and disclosed by the Recipient in a manner acceptable to the Association, and through the Association’s Infoshop on May 2, 2017 which contains, inter alia, guidelines for screening for potential resettlement and land acquisition, the preparation and implementation of land acquisition plans, when applicable, including compensation guidelines and grievance redress mechanisms, as such framework may be amended from time to time with the prior agreement of the Association.”

3. All other provisions of the Agreement, except those amended hereby, shall remain in full force and effect.

4. Please confirm your agreement to the foregoing by signing, dating and returning to us one fully executed original of this amendment letter and retaining one original of the letter for your records. This amendment letter shall become effective as of the date of the countersignature.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

Mary Barton-Dock
Special Envoy for Haiti
Latin America and the Caribbean Region

AGREED:

REPUBLIC OF HAITI

By

Authorized Representative

Name: JUDE ALIA PATRICK SALOMON

Title: MINISTER OF ECONOMY AND FINANCE

Date: JUNE 29, 2017