

Enclosure A.

TECHNICAL ASSISTANCE - REVIEW OF REGIONAL HEALTH INSTITUTIONS

TERMS OF REFERENCE FOR CONSULTANTS

BACKGROUND

1. Collaboration in health in the Caribbean has a long history, which has been expressed through the Conference of Ministers of Health (CMH) of the Caribbean Community (CARICOM). Five regional institutions in health have been established over the last four decades to meet the need for specific major technical support services that have been identified from time to time. The centers are the Caribbean Epidemiology Center (CAREC), Caribbean Food and Nutrition Center (CFNI), Caribbean Environmental Health Institute (CEHI), Caribbean Regional Drug Testing Laboratory (CRDTL), and the Caribbean Health Research Council (CHRC) which was formerly known as the Commonwealth Caribbean Medical Research Council (CCMRC). In each case, the Pan American Health Organization (PAHO) supported the establishment of the particular center. However, in the case of CAREC and CFNI, PAHO has continued to provide substantial support and these centers are in fact designated as PAHO centers.

2. In 1986, the CARICOM Ministers of Health decided to give greater focus to cooperation activities in health and jointly with PAHO, developed the Caribbean Cooperation in Health Initiative (CCH I). That Initiative identified six priority areas for health development namely:
 - (a) Environmental Health;

- (b) Strengthening Health Systems;
- (c) Chronic Non-Communicable Diseases;
- (d) Human Resource Development;
- (e) Food and Nutrition; and
- (f) Maternal and Child Health and Population Activities.

In 1989, HIV/AIDS was added as a seventh priority area.

3. After the evaluation of CCH I in 1994, CMH launched the CCH II which has identified the following eight priority areas to focus on over the next five to ten years.
 - (a) Environmental Health;
 - (b) Health Systems Strengthening;
 - (c) Chronic Non-Communicable Diseases;
 - (d) Mental Health including Substance Abuse;
 - (e) Family Health;
 - (f) Prevention and Control of Communicable Diseases;
 - (g) Food and Nutrition; and
 - (h) Human Resource Development.

4. Included in this new thrust is a plan to reform the health sector in most of the states in response to global and regional changes such as globalization, major new threats from communicable diseases (e.g HIV/AIDS), increasing privatization as well as modern concepts of cost-effective health services. Any reform of the regional health sector must begin with a review and evaluation of existing health institutions. CARICOM has sought technical assistance (TA) from the Caribbean Development Bank (CDB) to assist in financing consultancy services to undertake the exercise.

OBJECTIVE

5. The general objectives of the TA project are:
 - (a) To evaluate the performance and relevance of the five Regional Health Institutions (RHIs);
 - (b) To determine the institutional framework and appropriate organizations through which technical cooperation in health at the regional level will be pursued; and
 - (c) To assess the capacity of the CARICOM Secretariat to monitor, provide oversight and coordinate the operations of the RHIs.
6. The project seeks to assess the effectiveness, efficiency, relevance and financial viability of the RHIs.
7. The specific outputs of the project are:
 - (i) A rationalization plan for executing regional level technical support to complement national health systems;
 - (ii) A mechanism for the monitoring and coordination of activities of the recommended group of institutions.

It is expected that the implementation of the rationalization plan and the monitoring and coordination mechanism will contribute to a more efficient use of resources and the improvement of the delivery of health services and, as a consequence, enhancement of the health status of the population of the Caribbean, particularly the poor.

SCOPE OF WORK

8. The Consultants will perform all the investigative work and analyses to realize the objectives stated above and in consultation with CARICOM, and the Caribbean Development Bank agree on the work plan for undertaking the assignment. The Consultants shall conduct a thorough review of all documents, which set out the vision and policy framework for health in the region, prior reports relating to the RHIs, collect new data, inspect and analyze facilities and institutions. The Consultants shall analyse several alternatives from the technical, financial and economical standpoint and in the context of the health priority needs of CARICOM. Propose an option that will be effective, efficient, relevant and financially viable. The Consultants shall perform the following specific tasks:
- (a) Review the Caribbean Health Study, University of the West Indies Scientific Report on “Health Sciences in the Caribbean in the New Millenium” and CCH I and II and other relevant documents including previous studies on the operations and performance of RHIs and Annual Reports and other publications of the RHIs;
 - (b) Identify the range and scope of programmes and the type and volume of health related technical support services which each organization currently provides indicating areas of duplication and redundancy;
 - (c) Identify the various stakeholders and the different types of users for the services provided and the nature of the services provided;
 - (d) Assess the technical quality of the services provided; do the RHIs provide “value for money services”?
 - (e) Consult with key stakeholders (These include *inter alia* Ministries of Health, and other government agencies; governing bodies; staff; in

country donor representatives; donor headquarters; non-government organizations and medical and other health related associations; and client organizations.) to obtain their judgment on:

- (i) The strengths and weaknesses of the various RHIs;
 - (ii) The extent to which the organizations satisfy stakeholders' ongoing requirements for quality/quantity of goods and services;
 - (iii) The ability of the RHIs to respond to emerging competition, trends, technologies and other external forces;
 - (iv) The ability of the RHIs to exploit new market or revenue sources;
- (f) Assess the reach of RHIs in the various countries of the region;
- (g) Assess the quality of laboratory and other facilities;
- (h) Assess the technical and managerial competencies of the staff based on their curricula vitae and on evaluations, research reports and other reports to which they have made an identified contribution;

- (i) Assess the entrepreneurial and marketing ability of the organization - do the organizations readily provide training, testing and consulting services on a fee-for-service basis? Do the organizations have a well-developed marketing plan?
- (j) Assess the extent to which the institution collaborates with other organizations in the provision of services and the delivery of their mandates;
- (k) Determine the extent to which RHIs undertake strategic planning and self-assessment;
- (l) Determine the extent to which the organizations are fulfilling their purpose;
- (m) Estimate the cost(s) involved in delivering the various programmes and services provided by the RHIs;
- (n) Estimate staff cost as a percentage of total costs;
- (o) Assess efficiency in the delivery of those services and recommend strategies for improving the same;
- (p) Estimate the annual financial outlay in the delivery of the services provided by the TIs taking into consideration the percentage of the total budget utilised for administrative purposes;
- (q) Undertake a comparative analysis with similar institutions outside the Caribbean to gauge cost competitiveness;
- (r) Review the sources of financing and analyse the reasons for improvement/decline;
- (s) Analyze the effectiveness of existing arrangements concerning member states' quota contribution in light of the economic situation of those member states and the increasing demand on their limited resources;

- (t) Review organizational and reporting structure and assess their impact on the RHIs' capacity to function effectively;
- (u) Review the systems which the CARICOM Secretariat has in place for the supervision, monitoring and coordinating of activities of the RHIs and determine the effectiveness of these systems;
- (v) Assess the capacity of the CARICOM Secretariat to provide oversight and to monitor and coordinate the RHIs;
- (w) Determine the need for changes in methods of funding and identify alternative sources of financing e.g external project funding and sale of services and make recommendations for a resource mobilization strategy; and
- (x) Identify options for improved financial management and sustainability.
- (y) Based on the findings from the tasks set out in this paragraph, determine the need for changes (e.g consolidation/rationalization) to enhance delivery of services and prepare a rationalization plan for RHIs. The rationalization plan should include: an appropriate institutional framework, an institutional strengthening programme that will address human resource capacity deficiencies and enable CARICOM to execute the recommended option for regional technical health support. Particular emphasis should be given to human resource capacity, training, monitoring and evaluation and coordination, proposals for funding the recommended option, enhancing financial management and other factors which will impact on the successful long-term operation of the recommended alternative. A budget and implementation plan should also be included. The proposal must reflect a vision of health development for the next fifteen years and the Caribbean Group for Cooperation and Economic Development Vision 2020.

QUALIFICATIONS OF CONSULTANT

9. Recognizing the multiplicity of skills that will be required for this activity, a firm with experience in institutional analysis, as well as the capacity to provide requisite skills in such areas as public health management, epidemiology, health planning, and health economics, will be contracted to undertake this review.

ARRANGEMENTS FOR EXECUTION

10. The CARICOM Secretariat in consultation with representatives from CDB and PAHO and experts from Member States will constitute a Steering/Monitoring Group for the project.

REPORTING REQUIREMENTS

11. The Consultants will be required to submit to CDB, CARICOM and PAHO the following reports at the times and in the numbers stipulated below:
 - (a) An Inception Report setting out a detailed Work Plan within two weeks of commencement of the assignment;
 - (b) An Interim Report not later than ten weeks after the commencement of the assignment. CDB, PAHO and CARICOM will be required to submit written comments within two weeks of receipt of the Report;
 - (c) A draft Final Report within eighteen weeks of commencement of the assignment. Comments of CDB, PAHO and CARICOM must be submitted within two weeks of receipt of the Report; and
 - (d) A Final Report incorporating adjustments based on comments agreed upon with CDB, PAHO and CARICOM within three weeks after receipt of written comments from CDB, PAHO and CARICOM.

12. Six (6) hard copies of the above Reports should be submitted, two to each institution. One copy of each of the Reports should also be submitted in electronic format on 3½ inch floppy disks or CD-ROM in either Word or WordPerfect to CDB, PAHO and CARICOM.

ADDENDUM

1. The relevance of the Regional Health Institutions should be judged in relation to their tasks and responsibilities as stated in their constitution. The relevance of the output should be in line with the policy priorities of the Caribbean Cooperation in Health Initiative.
2. The Scope of Work for the consultant may be categorized as follows;
 - a. Needs assessment for regional technical cooperation
 - b. For each institution;
 - i. Organizational diagnoses and assessment (SWOT analyses, Needs and Barriers) – mission, vision, leadership and management skills, norms and standards, accountability systems, information and knowledge management, performance standards, stakeholder satisfaction and capacity for change.
 - ii. Financial management and viability
 - c. Development of a rationalization and financial plan
 - d. Development of monitoring mechanism and instruments
 - e. Development of implementation framework
3. In collaboration with CARICOM agree on a project management structure, mode of communication and reporting.

Enclosure B.

The proposal of the consultant is expected to minimally contain the following;

1. Introduction and Background
2. Purpose and Objectives
3. General strategic approach of the consultant
4. Planned activities of the consultant within a time frame
5. Project Organization
6. Professional Staff and their input in time
7. Reporting (see TOR)

For additional information see the Terms of Reference and the Proposed contract.

Enclosure C.

CV Format

**Suggested Format of Curriculum Vitae
for Members of Consultant's Team**

NAME _____

AGE _____

PROFESSION _____

YEARS WITH FIRM _____

NATIONALITY _____

PROPOSED POSITION ON TEAM _____

Key Qualifications:

Under this heading, give outline of staff member's experience and training most pertinent to proposed work. Describe *degree of responsibility held* by staff member on relevant previous assignments (simply giving the title of the contract is not helpful for evaluating his experience) and give dates and locations. Use up to half a page.

Education:

Under this heading, summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page.

Experience Record:

Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in *last ten years*, also give types of activities performed and Recipient references, where appropriate. Use up to three quarters of a page.

Languages:

Indicate proficiency in speaking, reading and writing of each language by "excellent", "good", "fair" or "poor".

NB. This section may not be necessary, or may be replaced by an assurance of proficiency in English.

Signature of Staff Member

Date

Enclosure D Draft Contract

AGREEMENT

THIS AGREEMENT, together with all Attachments hereto and forming an integral part hereof, (hereinafter called "the Agreement") made between the Caribbean Community ("the Community"), an International Organisation having its Secretariat at the Bank of Guyana Building, Avenue of the Republic, Georgetown, in the Republic of Guyana, of the one part, and, (hereinafter referred to as "the Consultant") of the other part,

WITNESSETH AS FOLLOWS:

1. APPOINTMENT OF CONSULTANT

The Community hereby appoints the Consultant and the Consultant hereby agrees to perform the services referred to in clause 2 of this Agreement in accordance with the terms and conditions set out herein.

2. SCOPE OF SERVICES

The Consultant hereby agrees to undertake the services in accordance with the itinerary outlined and specified in the Terms of Reference as set out in Attachment A to this Agreement.

3. FINANCIAL PROVISIONS

1) Consultancy Fees

In consideration of the services to be performed under this Agreement, the Community agrees to pay the Consultant a total consultancy fee of(amount and currency in letters). The fees shall be paid on the completion of the assignment to the satisfaction of the Secretary-General of the Community and subject to the submission of all appropriate supporting documentation. The Community shall make payments to the consultant in accordance with the schedule detailed in.

- 2) The amount of the Consultant's fees as specified in paragraph 1 of this clause has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant in his home country.

4. DURATION OF AGREEMENT

- 1) This Agreement shall commence on ...Date...and terminate on ... dateor on the completion of the assignment undertaken.

5. SUBCONTRACTING

The Consultant shall not subcontract any person to fulfill any obligations arising under this agreement without the prior approval in writing of the Community.

6. INTELLECTUAL PROPERTY RIGHTS

Copyright and all other rights of whatsoever nature in any material compiled, prepared or produced under the provisions of this Agreement shall be vested exclusively in the Community.

7. RIGHTS AND OBLIGATIONS

1) The rights and obligations of the Consultant are strictly limited to the terms and conditions of this Agreement. Accordingly, the Consultant shall not be entitled to any benefit, payment, subsidy, compensation, entitlement or other expense, except as expressly provided in this Agreement.

2) The Consultant agrees to provide the highest level of expertise and the relevant and most appropriate equipment/goods in the execution of this contract.

3) The Consultant shall carry out his obligations as stated with due diligence and economy and shall always act in respect of any matter relating to this Agreement as a faithful adviser to the Community and shall at all times support and safeguard the community's legitimate interest in any dealings with sub-contractors or Third Parties;

8. LIABILITY

No liability shall be attached to the Community for any negligence or omission or default on the part of the Consultant or for any act by the Consultant in the performance of this Agreement.

9. INSURANCE

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. NOTICE OF TERMINATION

Termination of this Agreement shall be effected by either party giving two weeks' notice in writing to the other party. In the event that this Agreement is terminated prior to its due date of expiration, the Consultant shall be compensated on a *pro rata* basis for the actual amount of work performed to the satisfaction of the Community. Where, however, any amount advanced by the Community prior to such termination is in excess of the value of the work at the time of termination, the Consultant shall be required to repay to the Community such amount as has been overpaid.

11. MODIFICATION OR AMENDMENTS TO AGREEMENT

If circumstances arise which may require modification or amendments to be made to this Agreement, such modification or amendments shall only be made with the consent of the parties given in writing. Proposals for modification or amendments from one party shall be given due consideration by the other party.

12. EFFECT OF AGREEMENT

This Agreement, together with any modification or amendments agreed on between the parties hereto, pursuant to Article 11 of this Agreement, constitutes the entire Agreement between the parties hereto and shall supersede all previous negotiations, commitments, documents or other Agreements whether written or verbal with respect to the subject-matter hereof.

13. REPORTS AND INFORMATION

All reports and information submitted by the Consultant to The Community under this Agreement shall be the sole property of The Community and shall not be used by the Consultant or transmitted to any other person. The Consultant shall not withhold any information from the Secretariat which is required for the proper implementation of the contract.

14. FORCE MAJEURE

- 1) The failure of a party to fulfill its obligations shall not be considered to be a breach of the contract in so far as such inability is due to an event beyond the reasonable control of the party and such event makes it impossible for the party to perform its obligations.
- 2) Where a party relies on Article 18 it must have taken all reasonable precaution, due care and attention and reasonable alternative measures to carry out its obligations under the Agreement and informed the other party as soon as possible of the occurrence of the event relied upon.

15. CONFLICT OF INTEREST

- 1) The Consultant and sub-contracted personnel shall not accept any work in conflict with their obligations herein during the duration of the contract.
- 2) The Consultant and sub-contracted personnel shall not accept any remuneration, commission, discount or similar payment from any person other than the Community in connection with the contracted works.

16. COOPERATION

The Community and the Consultant shall cooperate fully to ensure that all of the services to be performed under this Agreement are accomplished. To that end, the Community and the Consultant shall, at the request of either party, exchange views with regard to the progress of the services the performance of the Consultant of the obligations under this Agreement and any other matters related thereto.

17. DISPUTES SETTLEMENT

- (a) Any dispute arising out of the terms of this Agreement shall be settled by negotiation in the first instance, failing which, such dispute shall, at the written request of either party, be submitted to arbitration before an Arbitration Committee in accordance with the provisions of paragraph (b) of this clause;
- (b) Each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third who shall act as Chairman. If, within thirty (30) days of the request for arbitration, either party fails or refuses to appoint an arbitrator, or if within fifteen (15) days of the appointment of the two arbitrators, the third arbitrator has not been appointed either party may request the Vice Chancellor of the University of the West Indies to appoint an arbitrator. The parties agree that any decision rendered by the arbitrators shall be accepted as the final adjudication of the dispute.

18. APPLICABLE LAW

The Laws of Guyana shall govern this Agreement.

IN WITNESS WHEREOF, the Consultant has signed this Agreement on behalf of the Caribbean Community by its duly authorised representative and

.....
CARIBBEAN COMMUNITY

.....
CONSULTANT

.....
DESIGNATION

.....
DATE

.....
DATE

Enclosure E

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Fixed Price Contracts

Proposals

1. Proposals will be evaluated according to criteria given in the Letter of Invitation and should include the following information:
 - (a) a brief description of the proposer and an outline of recent experience on projects of similar nature;
 - (b) any comments or suggestions of the Consultants on the Terms of Reference, and a description of the manner in which the Consultants would plan to execute the work;
 - (c) the composition of the team of personnel which the Consultants would propose to provide in (country) and the tasks which would be assigned to each team member;
 - (d) curricula vitae of the individual staff members to be assigned to the work and of the senior officer in the home office who would be responsible for supervision of the team. The curricula vitae should follow the format given in Annex A and *should be presented in alphabetical order*;
 - (e) estimates of the total time-effort that could be provided for the services. This should be supported by bar chart diagrams showing:
 - (i) the man-months for each expert; and
 - (ii) the timing of the various activities and reports;

A sample of suitable bar charts is given in Annex B;

- (f) the Consultant's comments, if any, on the data, services and facilities to be provided by (the Recipient) indicated in the Terms of Reference (TOR);
 - (g) the Consultant's comments, if any, on the form of contract. This form is basically a standard agreed with CDB and to this extent non-negotiable, except in regard to improved clarity. Any problems should therefore be signalled as early as possible, otherwise it will be assumed that the contract form is acceptable.
2. Five copies of the proposals should be submitted to the Recipient. One copy should also be sent to the CDB for the attention of Division Chief, Project Supervision Division, PO Box 408, Wildey, St Michael, Barbados.
 3. In preparing the proposal, the Consultants should give particular attention to the following:
 - (a) members of the team should have the requisite experience preferable outside their own country, and preferably under conditions similar to those prevailing in the Caribbean. A good working knowledge in English is

essential for personnel working on this assignment. Reports shall be in English;

- (b) the majority of the personnel comprising the Consultant's team should be drawn from the permanent staff of the firm; and
- (c) while a limited number of inspection visits to the Caribbean may be made by senior officials of the firm during the course of the assignment, short-term visits to the Caribbean should generally be kept to a minimum.

Contract Negotiations

- 4. The following information is given to acquaint you with the manner in which (CARICOM) negotiates a contract with a consulting firm. Negotiations, depending on the nature and size of the assignment, may take from one to five days. An estimate of the likely duration is an important part of the preparation of the negotiation strategy. The aim is to reach agreement on all points, with the Consultants and (CARICOM) initialing a draft contract by the conclusion of negotiations.
- 5. Negotiations commence with a discussion of your proposal, the proposed work plan, staffing and any suggestions you may have made to improve the terms of reference. Agreement will then be reached on the final TOR, the staffing and the bar chart, which will indicate personnel, periods in the field and home office, man months, and reporting schedule.
- 6. Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, (CARICOM) expects to negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require assurances that these experts can, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, (CARICOM) will not consider substitutions after contract negotiations except in cases of unexpected delays in the starting date or incapacity of an expert for reasons of health. The desire of a firm to use an expert on another project will not be accepted for substitution of personnel.
- 7. The Consultants should note that the contract for this assignment will be with (CARICOM). Payments to the Consultants will be made monthly, in accordance with an agreed estimated schedule, assuring the Consultants regular deposits in local and foreign currency as long as the work proceeds as planned. The Consultants and their personnel will be exempt from or reimbursed for the cost of taxes, duties, fees, levies and other impositions in (Guyana) related to:
 - (a) payments to the Consultants or their personnel except (Guyanese) residents in connection with carrying out this study;
 - (b) equipment, materials and supplies brought into (Guyana) for the purposes of carrying out the study (provided they are subsequently withdrawn); and
 - (c) property brought in for the personal use of the Consultants' personnel, or their dependents provided the property is subsequently withdrawn.