

Ms. Abbe Ambroise Tine Caritas/Senegal Km 11, Route de Rufisque B.P. 439, Dakar Senegal

Reference: Malaria Communities Program RFA: USAID M/OAA/GH 08-147

Subject: Cooperative Agreement No. GHS-S-00-08-00004-00

Dear Mr. Tine:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to Caritas /Senegal hereinafter referred to as the "Recipient", the sum of \$1,492,392.00 to provide support for a program in Senegal as described in the Schedule of this award and in Attachment B, entitled "PMI/Caritas Senegal Malaria Communities Program."

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date September 30, 2008 and ending September 29, 2011. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient Caritas/Senegal, on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment A (the Schedule), Attachment B (the Program Description), Attachment C (Branding Strategy and Marking Plan), Attachment D (Standard Provisions) and Attachment E (Initial Environmental Examination), all of which have been agreed to by your organization.

Please sign the original and all enclosed copies of this letter to acknowledge your receipt of the Cooperative Agreement, and return the original and all but one copy to the Agreement Officer.

Sincerely,

Jamie A. Beck USAID Agreement Officer

Attachments:

- A. Schedule
- B. Program DescriptionC. Branding Strategy & Marking PlanD. Standard Provisions
- E. Initial Environmental Examination

ACKNOWLEDGED:

3Y:	
TTLE:	
DATE	

A. GENERAL

1. Appropriation: 2. Amount Obligated this Action: \$ 525,000.00 \$1,492,392.00 3. Total Estimated USAID Amount: 4. Total Obligated USAID Amount: \$ 525,000.00 5. Cost-Sharing Amount (Non-Federal): \$ 139,651.00 PMI/Caritas Senegal Malaria Communities 6. Activity Title: Program." 7. USAID Technical Office: GH/HIDN 8. Tax I.D. Number: NA 9. DUNS No.: 850453411 10. LOC Number: NA

B. SPECIFIC

B. SPECIFIC

For AID/W Actions:

1. Budget Fiscal Year:	2008
2. EBFY:	2009
3. Commitment No:	GH/HIDN-2599
4. Operating Unit:	GH/HIDN/ID
5. Strategic Objective:	A11
6. Fund:	GH-C
7. Distribution:	936-3100
8. Management:	A049
9. SOC:	4100201
10. Benefiting Geo Area:	685

C. PAYMENT OFFICE

U.S. Agency for International Development Office of Financial Management M/CFO/CMP/DC, RRB 7.07-98B 1300 Pennsylvania Ave. NW Washington, DC 20523

2. Program Reporting

The Recipient shall submit one original and two copies of an <u>annual</u> performance report to, the Cognizant Technical Officer (CTO). Annual performance report guidelines will be provided to the recipient post award. In addition, the recipient shall submit quarterly project updates to the CTO thirty days following the end of the quarter. Guidelines for quarterly updates will be provided to the recipient post award.

3. Final Report

The Recipient must submit the original and one copy to M/FM, the Agreement Officer, and the CTO and one copy, in electronic (preferred) or paper form of final documents to one of the following: (a) Via E-mail: docsubmit@dec.cdie.org ; (b) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210 Silver Spring, MD 20910, USA; (c) Via Fax: (301) 588-7787; or (d) Online:

http://www.dec.org/index.cfm?fuseaction=docSubmit.home

Guidelines for the final reports will be provided by the CTO.

A.6 INDIRECT COST RATE

The Recipient has not proposed any indirect costs under this Cooperative Agreement.

A.7 TITLE TO PROPERTY

Property Title will be vested with the Cooperative Country.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of services under this Cooperative Agreement is 935. The authorized geographic code for procurement of commodities under this Cooperative Agreement is 000.

A.9 COST SHARING

The Recipient agrees to contribute cost share in accordance with their approved budget. Please refer to section A.4 for more detailed cost sharing information.

A.10 SUBSTANTIAL INVOLVEMENT

Substantial involvement during the implementation of this Agreement must be limited to approval of the elements listed below:

 approval of annual workplans and modifications that describe the specific activities to be carried out under the Agreement; approval of specified key personnel assigned to the positions listed below. The personnel currently listed have been approved. All changes thereto must be submitted for the approval by the Cognizant Technical Officer;

Project Director: TBD Finance & Administration Manager: TBD

c. approval of monitoring and evaluation plans, and USAID involvement in monitoring progress toward achieving expected results and outcomes;

d. concurrence with the selection of sub-award recipients.

A.11 PROGRAM INCOME

Program income is not anticipated under this project. Should income be generated under this project, it will be added to the project in accordance with 22 CFR 226.24.

A.12 SPECIAL PROVISIONS

A.12.1 USAID DISABILITY POLICY (DEC 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://www.usaid.gov/about_usaid/disability/.

(b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

A.12.2 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

A.12.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this [agreement, amendment] may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the AO.

A.12.4 ACCOUNTING SYSTEM SURVEY

The Recipient shall undergo an accounting system survey after the award of the grant. The survey will be performed by USAID's Contract Audit Management Branch, Office of Acquisition and Assistance, Cost, Audit and Support Division. The survey is meant to determine if the Recipient's accounting system is in accordance with Generally Accepted Accounting Principles and if it is capable of accumulating costs for government contracting. The Recipient is required to implement recommendation(s) that may result from accounting system deficiencies noted during the survey of the accounting system. Payments for serviced rendered by the Recipient will be on a reimbursable basis during this period until the system is deemed adequate for government contracting.

A.12.5 WORKPLAN APPROVAL PROCESS

A workplan template will be provided to the Recipient within fifteen (15) days after award of this Cooperative Agreement. Final workplans will be due to the CTO approximately sixty (60) days after award of this Cooperative Agreement.

A.12.6 ENVIRONMENTAL CONCERNS

During the life of the Agreement, the Recipient will follow the approved environmental mitigation measures described in the Initial Environmental Examination, attached as Attachment E.

ATTACHMENT B PROGRAM DESCRIPTION

The Recipient's proposal entitled "Malaria Communities Program (MCP) (Attachment B)" January 23, 2008 is incorporated and is made part of this award.

Executive Summary

Country / Locations:	Senegal: Dakar (Pikine & Rufisque), Diourbel, Fatick and Kaolack
Total Direct Beneficiaries:	930,845 (158,244 children < 5; 37,234 pregnant women)
Project Timeframe:	3 years (April 2008 – March 2011)
Required Donor Funding:	\$1,660,909
USAID / PMI:	\$1,492,392
Catholic Relief Services (CRS):	\$140,208

Caritas Senegal and its principal partner, the National Association of Private Catholic Health Posts (NAPCHP), propose to extend malaria prevention and treatment coverage in targeted districts in four medical regions of **Dakar**, **Diourbel**, **Fatick and Kaolack** where PMI and national malaria programs have low or no coverage. By analyzing intervention areas in the PMI/CCF consortium and the PNLP supported districts, Caritas has been able to determine which health posts have not been covered and where potential synergies exist with Catholic health posts in the same zones. Caritas proposes to cover: 1) two urban/peri-urban districts in Dakar (Pikine & Rufisque), 2) Diourbel (two health zones), 3) Fatick (5 health zones), and 4) Kaolack (6 health zones) for a total coverage of approximately 930,845 people.

Gap analysis and visits to urban health posts demonstrated that urban areas have lower rates of mosquito net usage than most rural areas and yet have fewer malaria education activities to promote prevention. Urban areas have higher density of public and private health services offered, but rates of recommended malaria treatments remain near or below rural regions. Rural areas in the contrary have lower access to Artemisinin-based Combination Therapy (ACT), particularly in villages not served by health huts.

As such, program activities will seek to reach stated PMI outcomes through two strategic objectives: 1) Reduce the prevalence of malaria in pregnant women and children under 5 years through malaria prevention activities and use of mosquito nets, and 2) Improve access to malaria treatments for pregnant women and children under 5 years.

The project will build upon the extensive, well-developed networks of community health educators, called *rélais*, who volunteer from neighbourhood associations to promote health activities in the urban health districts in Pikine and Rufisque. In Pikine and Rufisque, the program will target 700 *relais* to lead malaria prevention and education activities in their neighbourhoods and through community associations. In rural areas, Catholic health posts and their supported health huts can deliver malaria prevention, education and service programs through *relais* in areas difficult to reach. Catholic health posts will utilize existing networks of village associations and women's groups to expand coverage of malaria education activities, access to ACTs, and promote mosquito nets in smaller rural communities without functional health huts. Catholic health posts will target 100 community health workers and *relais* in rural regions.

In Dakar, the program will work through both public health posts and Catholic private health posts. In the rural health districts, the program will target the Catholic health posts to manage outreach activities in health huts and outlying villages. The required 3-year budget from USAID

is US\$1,492,392 and US\$140,208 from Catholic Relief Services. The funding from Catholic Relief Services (CRS) will support the purchase of mosquito nets, technical support from public health specialist, monitoring/evaluation, and technical support for grant management.

Organizational Capacity & Past Performance

Caritas Senegal is a Catholic agency responsible for the implementation of development and emergency activities throughout the country. Caritas Senegal is officially recognized by the Government of Senegal (GOS) as a non-governmental organization (NGO) since 1966. Its objectives are to 1) respond to moral and material needs regardless of race, ethnicity, or religious creeds; 2) coordinate efforts of diocesan Caritas agencies at the national level, and 3) facilitate new strategies and innovations to assist the most vulnerable populatons. Caritas has branches in each of the diocesan centers in Senegal including Dakar, Thies, St. Louis, Kaolack, Ziguinchor, Kolda, and Tambacounda.

Caritas intervenes in the following sectors: community and emergency health, water supply, natural resource management, vocational training, microfinance, and peacebuilding. In all of its activities, Caritas stresses participative approaches with communities, using dialogue, research, and analysis to generate solutions from the communities themselves. The work of Caritas is financially supported by a combination of membership fees, gifts, donations, subsidies, interest and revenues, and grants from international bodies including Caritas Internationalis, Caritas France, Misereor (Germany), Coordination Jean Paul II, the European Union and Catholic Relief Services. The annual national budget in 2006 was US\$3.16M.

Community Health Programs: Caritas implements various community health programs in several regions in Senegal, notably for vaccination campaigns, malaria education, and hygiene. Programs in water supply and sanitation have worked directly with schools, public health posts, and Catholic health posts to implement appropriate water supply systems and organize local level committees to manage water and hygiene activities.

- Caritas agencies in **Thiès** and **Tambacounda** are partners with Catholic Relief Services (CRS) in the **PMI consortium led by Christian Children's Fund (CCF)** for malaria education and training of health workers. Activities focus on the training of community health agents to treat uncomplicated cases of malaria, refer serious cases of malaria, educate community members, and manage stocks of impregnated mosquito nets for distribution to children under 5 years and pregnant women.
- From 2003 to 2005, Caritas received funding from the Kaolack Municipality, Foundation Jean Paul II for the Sahel, the Ministry of Foreign Affairs of France worth 341,993 Euro. The two-year program in Kaolack included a health and sanitation IEC/BCC campaign in schools and urban communities, including programs to educate communities in the transmission and prevention of malaria and other infectious diseases.
- In Tambacounda, through a grant from Misereor worth 104,302 Euros, Caritas developed a maternal and infant health program. Activities include prenatal visits, basic health care and IEC for disease prevention. The program was carried out in the districts of Salémata, Kédougou and Tambacounda.
- In Thiès, Caritas has distributed Insecticide Treated Nets (ITN) in five villages to pregnant women and mothers of children aged 0 to 3 years, and conducted IEC/BCC activities in nine villages for the prevention and treatment of malaria. The results have been positive with an observable increase in the number of persons going to the health post at the first signs of malaria and the control of vectors by draining stagnant water and removing bushes.

 Through the Development Activity Program (DAP) funded by USAID/FFP and CRS, Caritas managed the project component for nutritional support to Persons Living with HIV/AIDS. With its partner CRS, Caritas trained health workers and PLHA family members to apply the Essential Nutrition Action Package (PISEN, Paquet Intégré de Services Essentiels de Nutrition).

Water & Sanitation: Caritas received an EU grant worth 1,392,221 Euros for an extensive hydraulics program. As part of the hygiene component, IEC/BCC activities were done pertaining to management and sanitation around water points – making the link to malaria prevention.

Disaster Response / Mitigation: Following locust infestations in Senegal in 2004, Caritas with its partner CRS, organized seed fairs to ensure that affected farmers had access to quality seeds of their choice to restart their agricultural production. During the second phase of the project, Caritas organized community surveillance committees to train community members in recognizing locusts infestations and properly applying insecticides. In the **Casamance region** from 2002 to 2005, Caritas and CRS implemented a reconstruction program to rebuild houses, social infrastructure, and water wells with community assistance. In total, 329 houses, eight health centers and 19 classrooms were built.

Partners: Caritas' development and government partners include the Ministry of Health and Medical Prevention, Ministry of Agriculture, Ministry of Women and Entrepreneurship, and the Ministry for Hydraulic Water Supply. Its non-government partners include Catholic Relief Services (CRS), World Vision, Secours Catholique, National Association of Catholic Private Health Posts, and the National Consortium of NGOs (CONGAD).

Internal Structure: The Secretary General leads the organization, with the primary responsibility of coordinating and managing diocesan-level interventions throughout the country, strategic planning, and maintaining working relationships with governmental and non-governmental partners. The Secretariat has an active working relationship with the seven Caritas diocesan offices serving the eleven regions of the country, each of which having an Office Director and program/field and support staff.

Malaria Communities Program Partnerships: For the Malaria Communities Program (MCP), Caritas will be partnering with the district and regional level health authorities, the Ministry of Health, the National Malaria Control Program (Programme National de Lutte contre le Paludisme, PNLP), Catholic Relief Services, the private Catholic health service providers, and community structures such as women's groups. A table describing the types of proposed agreements and partner activities is available in **Annex A**.

The required Past Performance references are available in Annex L and in the cost application.

National Association of Private Catholic Health Posts (NAPCHP) was created in 1967 to strengthen the collaboration between existing Catholic health facilities, which were mostly managed independently by various Catholic congregations of sisters. Today, the NAPCHP includes 76 Catholic health posts throughout the country. The NACHP was recognized by the Ministry of the Interior in 1967 and given full authority to undertake its activities in 1970. The NACHP is a recognized national NGO (N° 00262, 09 January 1995).

The Ministry of Health and Medical Prevention (MOHMP) officially recognized the NAPCHP in 1978 and extended all national health policies adopted by the Government of Senegal (GOS) to the Catholic health posts. Today, the **NAPCHP has access to the Pharmacie Nationale d'Approvisionnement** (PNA, National Pharmacy Supply Store) to purchase generic medicines, including ACTs, at low prices. At the regional and district level, Chief Doctors (Médécins Chef) or Primary Health Supervisors (*Superviseur des Soins Primaires*) perform regular visits to the Catholic health posts and participate in coordination meetings.

The NAPCHP and each of its Catholic health posts address all members of the population, regardless of religion, ethnicity, or race, with priority to the most vulnerable persons. Health priorities include health education, prevention, mother and child health, sanitation, and provision of essential medicines. At the national level, the NAPCHP works to 1) ensure the technical capacity and functioning of Catholic health posts in curative, preventative, and education activities; 2) coordinate national level activities; 3) participate in government health policy discussions; and 4) promote information sharing between Catholic health posts.

Community Health: The health posts are staffed by trained professionals including nurses and midwives with certifications recognized by the government. Health posts are generally managed by the Chief Nurse (Infirmier Chef de Poste, ICP) who has been certified by the government. Catholic health posts perform basic curative activities through daily medical consultation for children and adults with medicines available for purchase through the post's pharmacy. Health prevention includes child vaccination campaigns, prenatal consultations, nutritional surveillance (baby weighing), nutritional recuperation, IEC activities, and training of *relais* (health educators). Catholic health posts also manage health extension activities through their own network of health huts. Health huts supported by the Catholic health posts follow similar criteria to those in the public health system including having a designated building, presence of a trained community health agent (CHA) or birth attendants, and selling basic medicines. CHAs and/or mid-wives are based in the health huts, with training in primary health. They manage medicine stocks, and mobilize community members for vaccination campaigns and nutritional surveillance.

Structure: The NAPCHP is supervised by a Board of Directors which meets every two months and consists of 14 delegates representing different Catholic dioceses. The Board of Directors oversees the activities of the association's president, who also serves as member of the Board of Directors. During the year, the delegate's role is to supervise and coordinate health activities in the different dioceses and ensure proper communication with the health districts and local officials. A General Assembly is organized once a year and attended by all heads of the Catholic health posts to review activities, formulate training programs, and provide reports to the national association. In the national office, the president serves in a permanent position and supervises a Vice President and Treasurer. Support staff includes an administrator, accountant, secretary, and security guards.

Integration in Public Health Structure: Catholic health posts are approved by the district and regional medical authorities. All Catholic health posts are required to follow MOHMP policies for health service delivery and treatments. Nearly all Catholic health posts receive routine supervisory visits from district health officials and their reports are included in district reporting.

Project Context & Description of Existing Gaps

Malaria is the leading cause of morbidity and mortality in Senegal, accounting for 39% of all health consultations and 28% of mortality in health facilities¹. Of the 1.5 million cases of malaria reported each year, one quarter is in children under 5 years. According to 2005 hospital

¹ Ndiaye, Salif, et Mohamed Ayad. 2007. Enquête Nationale sur le Paludisme au Sénégal 2006. Calverton, Maryland, USA : Centre de Recherche pour le Développement Humain [Sénégal] et Macro International Inc.

data, the malaria prevalence rate was 32%.² Although endemic throughout the entire country, the PNLP has identified the three regions of Kolda, Tambacounda, and Fatick as having the highest rates of mortality due to malaria. The elevated rates in these regions may partly be explained by environmental and climatic factors, such as natural water sources and variables in the rainy season, as well as cultural factors, such as farming and irrigation techniques, migration and nomadic lifestyles, and community and individual dwelling layouts that could contribute to mosquito breeding.³ The Diourbel region consistently hosts the worst health conditions and has also been highlighted by the PNLP as a key zone. It is traditionally underserved by NGOs compared to other regions.

Comparative survey information collected in the 2005 Demographic and Health Survey and the USAID Malaria Indicator Survey showed progress in coverage of mosquito nets, but which remain far from the national objectives. In 2006, 36% of households owned at least one ITN as compared to 20% in 2005. However, there are considerable regional disparities in mosquito net coverage with some of the highest usage. Surprisingly, even as Dakar is relatively more affluent than rural areas, surveys have shown that wealth is not a significant factor in owning or using a mosquito net. In rural areas, on average 38% of families have at least one ITN while urban residents in Senegal report only 34% having at least one mosquito net in the household. Regions such as Kolda (59%) and Ziguinchor (40%) and Tambacounda (45%) scored much higher than Dakar (28%) in the number of families having at least one ITN in the household.⁴

Aside from geographic variations in malaria prevalence, there are also major differences in the incidence rates among pregnant women and children under 5 years. It has long been established that these groups represent the most vulnerable due to the inhibited and underdeveloped respective states of their immune systems. The PMI evaluation report in 2006 found that 37% of children under 5 years reported illness in the previous two weeks. Among these children, an average of 22% received anti-malarials for malaria type illnesses, including 11% within 24 hours. ACT usage is still low with only 6% receiving ACTs (3% within 24 hours). There is wide regional variation in taking malaria medications in the first 24 hours, as low as 6.4% in Thies and as high as 24.3% in Fatick. In Dakar with a comparatively higher density of health facilities and pharmacies, only 12.9% took malaria medications within 24 hours.⁵

In choice of treatment, household dynamics may come to the fore as usually the father or husband chooses the type of care for sick adults and the mother chooses for sick children. This dynamic differs across ethnic groups. Delays in seeking professional care are also traceable to a general familiarity with malaria in that many take a "wait and see" approach, expecting that the symptoms will pass. The first line of treatment is often self-medication, usually buying medicine at the nearest shop or pharmacy to ease the pain or reduce the fever due to cheaper costs and proximity to medicines. Beliefs about the source of malaria transmission influence care seeking practices. For example, in Diourbel, residents often reported that simple malaria could be caused either by promiscuity, sunshine or green mangoes. In Fatick, health personnel reported that the overwhelming majority of Fatick residents believed the cause of acute malaria to be either an evil spirit or witchcraft.⁶

National Health Care Structure

The national health care structure is divided into 11 medical regions with each region covering multiple health districts. Health district management teams are led by the Chief Doctor and Primary Health Supervisor (PHS) who support the management of health posts. Health posts are

² PNLP, "Plan Strategique de la Lutte contre le Paludisme" 2006-2010, Dakar, p 29.

³ PNLP, "Plan Strategique de la Lutte contre le Paludisme" 2006-2010, Dakar, p. 26-28.

⁴ Ndiaye, Salif, et Mohamed Ayad. 2007, p.18

⁵ Ndiaye, Salif, et Mohamed Ayad. 2007.

⁶ Based on interviews with health post staff and villagers in April 2007.

staffed by Nurses and Midwives. Health huts (*case de santé*) are located in rural villages and are the basic entry points to the health system. Health huts are staffed by at least one trained Community Health Agent (CHA) or one trained birth attendant (*matronne*), who sell basic medicines supplied through the health posts, organize communities for nutrition surveillance and immunizations, and perform assisted deliveries. CHAs and birth attendants are community members themselves and do not receive government salaries. They receive small commissions from the sale of medicines and mosquito nets and are sometimes paid regular contributions by the community or for services such as delivering a baby.

The 76 Catholic health posts throughout Senegal mirror in many ways the management of the public health posts, with staff possessing the same qualifications and medicines purchased through the National Pharmaceutical Supply Store (PNA, Pharamacie Nationale d'Approvissionnement). Catholic health posts receive funding through various European charities and religious congregations to support the costs of staff salaries and some operating costs. Medicines are purchased through the PNA or other European pharmaceutical companies and sold through the health posts with revenues used to restock. As with public health posts, Catholic health posts support training for CHAs and birth attendants to receive patients and manage health promotion activities in the health huts.

Malaria Treatment Protocols (MOHMP)

Since January 2006, the MOHMP recommends the prescription of Artemisin Combination Therapy (ACT) for all cases of uncomplicated malaria in public and private health facilities. Generic ACTs are purchased through the PNA by the health posts and are available in health posts and health huts for 300 cfa for children and 600 cfa for adults. Trained CHAs are allowed to treat uncomplicated malaria with prescription of a normal dosage of ACT. Complicated cases of malaria are referred to the health post level where the recommended treatment is injectable quinine. All cases of malaria in pregnant women are considered complicated and warrant reference to health post for recommended quinine treatment.⁷

The PNLP emphasizes the need to confirm diagnosis before treatment because of development of drug resistance and costs. However, standard laboratory testing and rapid malaria tests are lacking in most health posts. In the Dakar medical region, UNICEF has provided low-cost rapid malaria tests to confirm malaria diagnosis. In total, only 40% of all health facilities are able to conduct a microscopy. Only 13% of malaria cases are laboratory confirmed.⁸

Since 2005, the PNLP has been working through the ABCD strategy: Atteindre les bénéficiares communautaires à travers les districts (Reach community beneficiaries through the districts). The ABCD strategy engages community level relais (health educators) and CHAs at the health huts level to ensure ACT availability and usage, which remains low.

For pregnant women there exists a risk of miscarriage, premature birth or severe anemia, whereas for the fetus, malaria may contribute to a low birth weight, anemia or death⁹. The PNLP adopted Intermittent Preventative Treatment (IPT) for pregnant women as key malaria control strategy in 2003. The MOHMP is implementing this policy in all districts, recommending four prenatal visits for each pregnant woman. Sulfadoxine Pyrimethamine (SP), also known as Fansidar, is recommended as IPT during pregnancy during the 3rd and 7th months. Nationally in 2006, 72% of pregnant women had received one dose of IPT and 49% had received 2 doses. The regions with the highest rates include Thiès, Ziguinchor and Dakar and

⁷ PNLP / Ministry of Health and Medical Prevention, National Directives for the Treatment of Malaria, January 2006.

⁸ Presidents Malaria Initiative: Operational Plan Year Two - Fiscal Year 2008 Senegal, November 6, 2007.

⁹ PNLP / Ministry of Health and Medical Prevention, Palu Infos. March 2006, No. 000, "Paludisme et Grossesses"

the lowest being Matam. SP is purchased by the districts through Senegalese government funding.

Procurement and Distribution of Health Supplies

In the public health system, the PNA is responsible for the national procurement of all health commodities including anti-malarials, ITNs, treatment kits, and re-treatment kits. The PNLP is responsible for estimating the national pharmaceutical needs for malaria commodities. Under the PNA, there are nine regional medical stores which receive supplies from the PNA. Public Health Districts are responsible for identifying district needs and collecting from their regional store. In the public health posts, the ICPs are responsible for ensuring that stocks and revenues are properly managed at the health posts and at the health huts. Health huts request new stocks of medicines and mosquito nets through the health posts using revenue from medicines sold.

ACTs are available through the PNA at subsidized cost. The purchase prices of ACTs at the health posts are 600 cfa for adults and 300 cfa for children. Stock ruptures remain a significant problem as demand has far outstripped the available PNA supply in recent months. If ACTs are unavailable, public health posts are instructed to use injectable quinine treatments which can not be administered by health huts. In addition, the GOS is supporting the subsidized sale of mosquito nets with donations from UNICEF and the World Bank and direct procurement through the GFATM. Nets are available for purchase at the price of 600 cfa from the PNA and 1,000 cfa from retail providers.¹⁰

The NAPCHP procures ACTs and other generic medicine supplies through the PNA when available. NAPCHP makes annual purchases directly from the International Dispensary Association (IDA) in the Netherlands where it can procure ACTs at a slightly higher price for both child and adult dosages. The NAPCHP subsidizes the price of the ACTs to conform to the MOHMP's pricing for these drugs at health posts and health huts (600 cfa for adult, 300 cfa for child). NAPCHP uses revenues from other drug sales to cover the cost of these ACTs subsidies. If ACTs are not available from either the PNA or IDA, the Catholic health posts use injectable quinine and may prescribe quinine in tablet form.

National & Regional Malaria Programs

National malaria programs have accelerated in Senegal during the past several years with the advent of GFATM and PMI programming. A table summarizing the malaria programs by medical region is available in **Annex C**.

The MOHMP receives major funding from the GFATM for malaria programs, and the principal recipient is the PNLP. Funds are allocated mainly for the purchase of medicines and ITN treatment kits. The GFTAM, World Bank and UNICEF support the purchase of ITNs which are sold at subsidized prices mainly at public health posts and some private pharmacies. UNICEF purchases rapid diagnostic tests for malaria for health districts in Dakar, which are used at no cost to the patient. European donors providing assistance include the Belgian Cooperation in Diourbel region and GTZ in Pikine (Dakar) and Kolda. In Pikine, GTZ created a network of *relais* (health educators) for HIV/AIDS awareness and malaria. The Pfizer Pharmaceutical Company recently started malaria awareness activities with implementing partner IntraHealth, whose activities focusing on three districts in Tambacounda region. The World Bank funded Senegal River Basin Project will likely begin health programs in the regions of St. Louis, Matam, Tambacounda, and Louga including targeted distributions of LLINs and nutrition projects.¹¹

¹⁰ Presidents Malaria Initiative: Operational Plan Year Two – Fiscal Year 2008 Senegal, November 6, 2007
¹¹ Ibid.

PMI extended activities nationally in 2007 with partners in the USAID funded Community Health Program led by Christian Children's Fund (CCF). The program works through public health posts to support malaria activities in the health huts. The project partners are working in 10 of the 11 medical regions in Senegal and target functioning health huts to educate communities to increase mosquito net usage, treat uncomplicated malaria with ACTs at the health hut level, and perform basic case management. There are presently 283 health huts offering ACTs with the objective of reaching 1058 functional huts by 2008. A table summarizing the regional coverage by CCF consortium agencies is found below:

Region:	Agency:			
Dakar				
Diourbel	CRS, World Vision			
Fatick	World Vision			
Kaolack	World Vision			
Kolda	CCF			
Louga	Plan			
Matam	CPI			
Saint Louis	CPI, Plan			
Tambacounda	Africare, CRS			
Thiès	CCF, Plan			
Ziguinchor	Africare, CCF			

Table: PMI / CCF Consortium supported medical regions

PMI is procuring mosquito nets with partners **NetMark** and **DELIVER** for free distributions on National Malaria Days, and for subsidized sales at public health posts and health huts. Over 193,000 LLINs were distributed in Senegal free of charge during National Malaria Days in 2007. As of June 2007, 157,151 were sold and 125,000 retreated. Sales target pregnant women and parents of children under 5 years who receive coupons from the public health posts. With the coupons, rectangular and circular nets are sold at 1,500 cfa. In 2008, NetMark intends to expand the sale of LLINs through agreements with health posts and health huts covered through the PMI supported CCF consortium.

The GOS is supporting the subsidized sale of mosquito nets with donations from UNICEF and the World Bank and direct procurement through the GFATM. Nets are available for purchase at the price of 600 cfa from the PNA and for 1,000 cfa from retail providers.¹²

Analysis of Existing Gaps

The extension of PMI activities in 2007-2008 through the CCF consortium will greatly expand malaria prevention and treatment coverage throughout the targeted ten medical regions in Senegal. With this in mind, Caritas Senegal and NAPCHP met with various health districts and malaria project partners to determine remaining gaps in regional and target group coverage. By analyzing coverage in the PMI/CCF consortium and the PNLP supported districts, Caritas has been able to determine which health posts have not been covered and where potential synergies exist with Catholic health posts in the same zones. Through this analysis, PMI priority regions such as Tambacounda and Kolda were found to be relatively well covered by current partners,

¹² Presidents Malaria Initiative: Operational Plan Year Two - Fiscal Year 2008 Senegal, November 6, 2007

and demonstrated a relatively high usage of ITNs as compared to other regions such as Dakar. The analysis did find that:

- Health regions in Dakar, Fatick, Kaolack, and Diourbel had uncovered health zones with opportunities to reach new communities without duplicating the work of present partners;
- Urban areas were neglected but districts in Dakar, notably Pikine and Rufisque, have extensive networks of community relais (health educators) that can be used to raise malaria awareness;
- Rural communities in the Rufisque district of Dakar offer areas to expand programs to health huts into peri-urban areas;
- Catholic health posts can utilize networks of village associations and women's groups to expand coverage to smaller rural communities without functioning health huts; and
- 5) Catholic health posts can increase mosquito net usage in their supported health zones.

Dakar has relatively few programs underway offering malaria education for prevention and treatment. As an urban area, Dakar has a fairly large coverage of health posts but offers no health huts, as medicines are largely available in health posts and private pharmacies. However, review of existing survey data showed that Dakar is lower than other regions in ACT treatment rates for children and ITN usage by pregnant women and children. In Pikine health district, covering a population of 528,000 people (children under 5: 89,760; pregnant women: 21,120) meetings with medical officials found that the 21 public health posts work closely with a network of 400 relais who were chosen through local associations (Associations Sportif et Culturel, Groupement de femme, Associations de quartier, etc) and trained for HIV/AIDS education. The project has since finished and the network offers an opportunity to work in reach high coverage of urban neighbourhoods and create demand for ACT treatments, increase mosquito net usage, and educate pregnant women to complete the full dosage of SP. Rufisque health district covers approximately 350,000 people (children under 5: 59,500; pregnant women: 14,000) in urban and peri-urban areas on the outskirts of Dakar. In its periphery, the district has one functioning health hut and sixteen non-functioning health huts in two rural community districts (Sangalkam and Yenn) that fall within Rufisque. Similar to Pikine, Rufisque has a network of over 300 community relais who represent different neighbourhood associations.

In the Dakar region, the three Catholic health posts in Pikine and a newly established Catholic health post in Rufisque work within the health district hierarchy and fall under the supervision of the District. This structure contrasts with rural areas where Catholic health posts work independently and collaborate with the districts on supervision and immunization campaigns. For this reason, the project proposes to work through public health districts in Rufisque and Pikine as well as with the Catholic health posts to ensure effective coverage.

The **Diourbel**, **Fatick**, and **Kaolack** (target population: 52,845; children under 5: 8,984; pregnant women: 2,114) medical regions have nine Catholic health posts covering a total of 25 health huts and 150 villages where there are currently no PMI activities with the CCF consortium. The Catholic health facilities have a long presence in the region, often pre-dating the public health facilities. The project proposes to work with the Catholic health posts to extend coverage to health huts and villages without health huts.

The low coverage of functioning health huts requires a strategy to target small villages through health committees and community relais through existing networks. Networks such as village associations and women's group offer the opportunity to strengthen malaria awareness and improve access to medicines at nearby health huts and health posts. Catholic health posts are already working with many of these small villages for regular baby weighing and immunization campaigns. For example, in the Catholic health post in Ndondol in Diourbel region, only two health huts cover a rural population in 16 villages. The health post in Ndondol has a well-established network of women's groups in each of the 16 villages which organize monthly baby weighing and health education meetings. These types of networks offer an opportunity to expand PMI activities beyond health huts.

Catholic health posts and health huts are currently not participating in the distribution of mosquito nets. Many Catholic health posts had sold mosquito nets available on the private market at 4,000 cfa but these sales were discounted when malaria programs began to subsidize nets at 1,000 cfa through public health posts. In 2007, the NAPCHP did receive permission from the PNLP to purchase 3,000 mosquito nets at the PNA at the subsidized rates for national distribution.

The following table summarizes the proposed geographic coverage. In selecting these health posts, Caritas Senegal analyzed coverage lists from PNLP and CCF consortium members and visited several Catholic health posts where geographic gaps existed. The three-year program will roll-out activities over the first two years by first targeting all rural regions and peri-urban districts of Rufisque (Dakar region) where activities will require capacity building with health huts and outlying villages. A complete list of rural health huts is available in Annex D. The health district of Pikine in the Dakar region will be added in year two, with training and extension activities carried into the third year.

Region:	District	Catholic Health Post	Roll Out	Population	# of Health Huts	# of Villages	# of CHA / Relais
		Ndondol	Year 1	20,000	2	16	11
Diourbel	Bambey	Gascop	Year 1	6,005	1	2	1
Fatick	Foundiougne	Foundiougne	Year 1	4,975	2	9	6
	Sokone	Sokone	Year 1	10,780	3	32	18
		Maka Kahone	Year 1	3,500	6	9	6
	Guiguinéo	Guinguinéo	Year 1	500	0	0	1
	Gossas	Thingué	Year 1	5,396	0	3	2
		Gandiaye	Year 1	6,500	0	16	12
	Kaolack	Sibassor	Year 1	7,585	1	17	11
	Ndoffane	Ndoffane	Year 1	8,000	2	13	9
	Kaffrine	Sikilo	Year 1	5,000	4	10	6
		Koumbédia	Year 1	4,266	2	14	10
Kaolack	Koungheul	Missira	Year 1	5,000	3	11	7
Dakar	Rufisque ¹⁴		Year 1	350,000	1	2	300
Dakar	Pikine		Year 2	528,000	0	0	400
TOTAL :				930,845	27	154	800

Table: List of Targeted Health Posts with Population, Health Huts, and Villages¹³

¹³ Questionnaires completed by each participating health post in January 2008. Information from Rufisque and Pikine provided by the Health District. 14 Rufisque has two "Communauté Rurales": Yenn and Sangalkam

Program Strategy & Technically-Appropriate Interventions

The project implementation strategy was designed to best address the existing gaps identified in urban / rural areas and for communities without direct access to health huts. Using the objectives tree analysis tool, strategies were devised to ensure technical capacity at the health posts level to reinforce community level interventions. Problem tree analysis identified 1) Low access to malaria prevention and treatment services and 2) Low adoption of malaria prevention methods and care-seeking. Health information about malaria transmission, prevention, and treatment is not readily available and this missing knowledge can hinder adoption of appropriate techniques to lower malaria prevalence and treat malaria cases. Delivering better prevention messages to a wider population will increase demand for preventive services such as SP in pregnant women and adoption of simple methods such as mosquito nets, can lead to lower malaria prevalence. Furthermore, by improving access to ACT treatments in the health huts and reference services for villages without health huts, treatment of malaria in pregnant women and young children can reduce morbidity and mortality.

Increasing malaria prevention practices and improving access to malaria treatment services will directly impact the outcomes identified as priorities for the MCP as identified in the RFA:

- 1) Improving demand for and utilization of malaria prevention and treatment services;
- Increase the proportion of pregnant women and children under five that sleep under an ITN every night;
- Increase the proportion of pregnant women receiving two or more doses of SP for IPT during their pregnancy; and
- Increase the proportion of children under five with suspected malaria receiving treatment with an ACT within 24 hours of onset of symptoms.

To address these causes and the larger project goal to "Reduce the level of morbidity and mortality due to malaria in pregnant women and young children," two strategic objectives (SO) were identified corresponding to malaria prevention and access to malaria treatments. A detailed objectives diagram is located in Annex F and logical framework in Annex G. A summary explanation of Intermediate Results (IR), Indicators, Outputs and Activities begins on page 14.

SO1: Reduce the prevalence of malaria in pregnant women and children under 5 years.

Performance Indicators:

- a) % reduction in pregnant women who had malaria by the end of year 3.
- b) % reduction in the number of children under five who had malaria by the end of year 3.

Key outputs and activities focus on mobilizing communities to increase awareness about malaria transmission and prevention, improving mosquito net coverage, and increasing adherence to recommended SP in pregnant women. Through SO1 activities, the project aims to ensure that at least 85% of children under five and 85% of pregnant women sleep under mosquito nets. Through training and community malaria outreach, midwives and birth attendants will play key roles in referring pregnant women for prenatal visits and ensuring that 85% of pregnant women take the full two doses of SP.

<u>SO2</u>: Improve access to malaria treatments for pregnant women and children under 5 years.

Performance Indicators:

a) Number of pregnant women with malaria symptoms treated in the health posts

- b) Number of children with malaria symptoms treated in the health huts
- c) Number of children under five with malaria symptoms treated in the health posts.

SO2 activities focus on increasing the training and capacity of health huts to deliver ACTs to the target population, improve access to ACTs in villages without health posts or health huts, and sensitize the population about treatment options. Community health workers will be trained to refer cases of malaria in pregnant women immediately to public or Catholic health posts for treatment. In villages distant from health huts, the *relais* will mobilize local leaders and community members to put in place emergency transport plans for complicated cases of malaria and to purchase ACTs at the nearest health posts or health huts. To improve access from these villages, communities will have the option to receive one bicycle or horse cart to use for travelling to health posts or health huts to buy ACTs.

Targeting & Activity Matrix: The project activities are targeted to work with four different types of communities: 1) villages with no functioning health huts, 2) villages with existing but non-functioning health huts, 3) villages with no health huts, and 4) urban neighbourhoods with no health huts. Local leaders and associations will be targeted in each category for mobilizing community members. The training activities will target active CHAs, birth attendants, and *relais* and will assist communities in selecting *relais* where they are absent. Only functional health huts will be supported to prescribe ACTs in uncomplicated cases of malaria, but all categories will be supported to support LLIN distributions and prevention campaigns. A summary matrix describing the types of interventions is located in the following page.

Capacity Strengthening: CHAs who manage health huts, birth attendants, and *relais* will participate in a training program consisting of seven different modules to achieve intended outputs under SO1 for increasing use of malaria prevention techniques and SO2 for improving access to malaria treatment. These trained health workers will be required to hold education sessions in their respective communities.

Community mobilization in rural areas will focus on reaching a cross-section of stakeholders including local leaders and association members to build support for programs, elaborate emergency transport of serious malaria cases, and support local committees to manage mosquito nets and ACT stocks. Participants will be trained in IEC / BCC techniques and given posters and print materials to share in their communities. As a pilot in selected areas, the program will use the **Positive Deviance methodology** to identify and highlight cases where recommended actions have led to positive outcomes. In PD methodology, the CHA identifies the households or persons having the desired result (no malaria) and asks for the desired behaviors used by the person or household avoid malaria. The approach helps communities to identify families or individuals who are "positive deviants" (i.e., without malaria), and as what they do different from others (i.e., using treated mosquito nets). Exploring these behaviors can motivate the larger community to adopt these positive practices.

The seven module descriptions include:

- *How to identify, treat, and refer cases of malaria:* Modes of transmission; malaria prevention activities; malaria prevention in pregnant women; identifying malaria symptoms in children and adults; national policies for the treatment of malaria; recommended drugs and dosages; identifying complicated cases of malaria; and referring complicated cases of malaria to the public or Catholic health post.
- Monitoring Malaria in Communities: Case management of uncomplicated malaria at the community level; tracking cases of malaria; identifying symptoms and treating within the

first 24 hours; and referring complicated cases of malaria to public or Catholic health posts.

- Community Mobilization: Engaging local leaders; forming and selecting members of village health committees; best practices for working with community committees; importance of engaging women directly in health activities; and elaborating community level emergency transport plans for complicated cases of malaria.
- IEC / BCC and Positive Deviance Methodology: Use of visual and print materials; techniques in BCC; integrating positive deviance methodology into monitoring of malaria.
- Mosquito Nets: apply long-lasting insecticide treatment to nets; training CHAs and relais
 on coupon system and managing mosquito net revenues; re-purchasing mosquito nets; retreating nets; and transport / storage of mosquito nets.
- Hygiene and Community Mapping: training in participatory approaches to hygiene assessments; identifying causes of mosquito breeding and hygiene / sanitation linkages; home visits; community mapping; and identifying cost-effective community interventions to reduce mosquito breeding.
- Introduction to Integrated Management on Childhood Illness: assessing local beliefs in childhood illnesses; infant and child nutrition; immunization schedules; diarrheal diseases; treating malaria; home care for child illnesses.

Functioning Health Hut	Non-Functioning Health Hut	Village Level (No Existing Health Hut)	Urban Neighborhoods (No Existing Health Hut)		
TARGET:27 CHA and Birth Attendants	TARGET : 20 CHA and Birth Attendants	TARGET : 53 relais	TARGET: 700 relais		
 Re-training of CHA or Birth Attendant (matronne) in 7 training modules for malaria prevention and treatment activities Mobilisation of health committee for malaria prevention activities Management of stocks of ACTs at the health huts (available through the Health District or Catholic Health Post) Manage stock of mosquito nets Retreat mosquito nets Monitoring of malaria cases CHA hosts malaria awareness sessions Village Health Committee can ensure emergency transport of serious malaria cases to the health post 	 Meetings with local community leaders (village chief, <i>sous-prefet</i>, local leaders, and presidents of associations) to re-dynamize village-level health hut for malaria programs Form Village Health Committee Select CHA according to selection criteria to staff health hut and participate in 7 training modules for malaria prevention and treatment activities Training for health committee and CHA to manage medicine stocks Training of CHA in 7 training modules for malaria prevention and treatment activities CHA hosts malaria awareness sessions Manage stock of mosquito nets Retreat mosquito nets Monitoring of malaria cases Village Health Committee can ensure emergency transport of serious malaria cases to the health post 	 Engage local community leaders (village chief, <i>sous-prefet</i>, local leaders, and presidents of associations) to start malaria programs Engage existing women's groups or local associations to support health activities. Facilitate the selection of a Village Health Committee Selection and training of community <i>relais</i> (if not identified) to participate in 7 training modules for malaria prevention and treatment activities <i>Relais</i> hosts malaria awareness sessions Elaborate plan to ensure access to ACTs in nearby health posts and health huts Village Health Committee can ensure emergency transport of serious malaria cases to the health post. Monitoring of malaria cases through home visits Training women's groups and / or 	 Engage community associations (GIE, ASC) to participate in malaria awareness and prevention activities Identify existing <i>relais</i> Training of community <i>relais</i> to participate in 7 training modules for malaria prevention and treatment activities <i>Relais</i> hosts malaria awareness sessions Retreat mosquito nets Identify pregnant women and children under 5 who are eligible for ITNs Home visits as part of malaria surveillance 		

Table: Targeting & Activity Matrix

its				
Village Health Committee to manage mosquito net stocks Manage stock of mosquito nets Retreat mosquito nets				
Village Health Committee to manage mosquito net stocks Manage stock of mosquito ne Retreat mosquito nets				
Village manage Manage Retreat				
				24
	14			

Output and Activity Summary

GOAL: Reduce the level of morbidity and mortality due to malaria in pregnant women and young children

SO1: The prevalence of malaria in pregnant women and children under 5 years is reduced

Intermediate Result 1.1: Communities organize malaria prevention activities.

Performance Indicators:

- a) % of population participating in at least one malaria education and prevention activity.
- b) Number of communities with active CHA, birth attendant, or relais

The challenge in rural villages and urban areas lies in how to extend outreach activities to communities without health huts. The activity matrix on page 13 details how strategies will correspond to the existing capacities and needs in 1) functioning health huts, 2) villages with non-functioning health huts, 3) rural villages without health huts, and 4) urban neighborhoods.

Each village / urban neighborhood has at least one active relais. While some villages do not have functional health huts, they most likely have associations who are or who have been involved in health promotion activities. In these communities without a trained CHA, birth attendant, or *relais*, the project will work with the village health committees (VHCs) to identify an active community member meeting the following criteria: 1) live in the village or neighborhood, 2) minimum of CM2 education (primary level), 3) ability to read and write in French or Wolof, and 4) able to replicate trainings.

All targeted health huts have the minimum of material and management training. In villages with health huts, assessments will be conducted at the start of the program to determine the functioning of the health hut. Health huts will be surveyed according to a basic criteria for functioning such as 1) presence of active CHA or birth attendant, 2) building, 3) registers for stocking medicines, and 4) basic equipment such as bed, chair and table. A key measure will be whether the CHA has medicines present and if he/she is consulting for basic illnesses. Non-functioning health huts with community willingness to restart activities will be provided basic equipment such as chair, table and bed if not already present.

Health education sessions organized by CHA, birth attendant and relais for malaria prevention. Health training modules will be replicated at the community level by organizing associations for health promotion activities. The CHA, birth attendant and *relais* will be responsible for organizing groups and association meetings to promote malaria prevention and inform community members about options for treatment.

Intermediate Result 1.2: Pregnant women and children under 5 years use treated mosquito nets.

Performance Indicators:

- a) 85% of pregnant women sleep under a treated mosquito net the previous night
- b) 85% of children under five sleep under a treated mosquito net the previous night.

Subsidized LLINs are largely available through the public health system and procured centrally through the PNA as part of the PNLP programs. Gaps exist in the Catholic health

posts that typically do not have access to these stocks of subsidized LLINs. In urban areas where the program collaborates directly with public health posts, LLINs will be procured by the public health posts through the normal channels. In urban areas, CHAs and *relais* will assist in identifying pregnant women and children under five years who do not have mosquito nets.

Targeted health huts and participating associations are trained to manage and sell stocks of treated mosquito nets. In rural areas with Catholic health posts, the NAPCHP will procure an initial stock of 10,000 LLINs at subsidized rates through the PNA with a donation by CRS. As per PNA guidelines, approximately 60% should target the vulnerable groups and the remaining portion to be sold to the general population. Over three years, through the repurchase of subsidized stocks at the PNA, the program intends to sell 30,000 nets to cover the needs of an estimated 6,000 pregnant women and 12,000 children under five living in Diourbel, Fatick, and Kaolack.¹⁵ The NAPCHP has made a special request to the PNLP purchase nets through the PNA. The revenues from the initial stock will be used to repurchase mosquito nets and sell at the participating Catholic health posts, their supported health huts, and in villages targeted by the program.

Surveillance system established to ensure usage of mosquito nets. Home visits by community health workers and health post staff in participating communities will verify if families are in fact adopting prevention practices such as mosquito nets. The program will pilot the Positive Deviance methodology in certain communities to determine if highlighting best practices in malaria prevention and treatment can promote adoption of better health seeking behaviors. Associations and women's groups will be asked to track which children use / do not use mosquito nets, and to follow how many children in each category fall ill with malaria or malaria like symptoms. By using local peer networks (associations, women's groups, etc) to track these cases by category, the project aims to create an understanding about the effectiveness of mosquito nets, dispel other beliefs about malaria transmission, and create a group dynamic that creates more demand for mosquito nets.

Intermediate Result 1.3: Pregnant women take recommended dosages of SP during pregnancy.

Performance Indicators:

- a) 85% of women who were pregnant during the two years received two dosages of SP during their pregnancy.
- b) Number of women referred to health posts for CPNs.

Prenatal consultations (CPN) are conducted in the health posts or in some cases in the health huts if there is a trained mid-wife. SP prescriptions are generally available only at the health posts and given at the time of CPN at the third and seventh months. However, local beliefs to not speak about pregnancy in the early stages often hinder pregnant women from seeking CPNs until the fourth or fifth month of pregnancy. Outreach activities will focus on increasing attendance at scheduled CPNs and taking the two recommended doses of SP to reduce the chances of complicated malaria. All Catholic and public health posts interviewed all said that SP was readily available with very few stock shortages in the past.

¹⁵ As per the PMI Operational Plan 2008 for Senegal, the program estimates 17% of general population is under five years and 4% are pregnant women.

Pregnant women are referred to health posts for prenatal consultations. In rural villages, trained birth attendants are often the first points of contact for pregnant women. In the Kaolack region, Catholic health posts have trained birth attendants to assist deliveries where health huts are not present. Birth attendants identify pregnant women in their communities for to follow for CPNs. In the case of the Catholic health post of Maka Kahoane in Kaolack district, birth attendants are required to accompany pregnant women to the CPNs at the health posts and be aware of any potential pregnancy complications. This methodology has greatly increased adherence to the recommended CPN schedule and taking SP.

Nurses and midwives have increased training for prescribing SP. In each of the health posts, nurses and midwives will be required to maintain registers following the number of CPNs, adherence to CPN schedules and doses of SP prescribed.

SO2: Improve access to malaria treatments for pregnant women and children under 5 years.

Intermediate Result 2.1: Pregnant women and children under 5 years consult health agents trained in malaria treatment

Performance Indicators:

- a) Number of CHAs and birth attendants trained in malaria identification and treatment.
- b) Number of pregnant women referred to health posts and receiving treatment
- c) Number of children under 5 years treated at health huts and health posts

Improve knowledge of CHAs and Birth Attendants in health huts to treat uncomplicated malaria. District level trainers and health post staff will be invited to provide training support to CHAs, birth attendants and relais. By using local health staff, the project will try to strengthen contacts between health posts and communities. CHAs and birth attendants staffing health huts will in turn be trained by district level trainers and health post staff in the identification of malaria symptoms and proper prescription of ACTs for uncomplicated cases of malaria. Relais will receive training to identify potential cases of malaria and refer to the next level of care support, either at the health hut for uncomplicated cases or the health posts for complicated cases.

Regular coordination and monitoring visits performed by the health district and the Catholic health posts. District health officials such as the PHS already make regular visits to the health posts to confirm quality of health services, collect information, and ensure conformity to MOHMP protocols for treatment. The proposed monitoring visits from health district officials are specifically meant to boost district participation in monitoring the results of the MCP activities and ensuring synergies with other district malaria programs, such as those undertaken with the PMI/CCF consortium and the PNLP. District health will be invited to make monthly visits to the health posts and ensure that ACT treatments in the health huts conform to the MOHMP protocols.

Intermediate Result 2.2: Pregnant women and children under 5 years visit health posts or health huts in case of fever or suspicion of malaria

Performance Indicators:

- Number of children under 5 years treated with ACTs in the health huts and health posts
- b) 85% of children under 5 years with malaria symptoms receive ACT treatment within 24 hours
- c) 85% of pregnant women with malaria symptoms are referred to health posts and receive treatment within 24 hours.

Increase knowledge of pregnant women and parents about treatment options for malaria.

Health sensitization programs will play a key role in informing parents and pregnant women about the options for malaria treatment and the importance of early treatment. Key messages will focus on getting children treated within the first 24 hours of malaria symptoms and for pregnant women to go immediately to health posts for care. CHAs, birth attendants, and *relais* will host education sessions within their communities targeting women's groups and local associations. Home visits will be conducted during the course of the program to evaluate whether families are preventing malaria in their homes (i.e., mosquito nets), ask if they if they are getting timely treatment for malaria, and provide more information about their options for prevention and treatment.

ACTs are available at health huts and health posts. The project will work with CHAs and birth attendants to ensure sufficient stocks of ACTs in Health Huts. The Catholic health posts will make purchase requests through the NAPCHP. The project budget will cover costs for transportation of ACTs to the health posts and health huts. Local health committee members will be trained to monitor stock registers and revenue, with some revenue being allocated to the CHA or birth attendant as motivation.

Intermediate Result 2.3: Communities manage the emergency transport of pregnant women and children in case of serious malaria

Performance Indicators:

- a) Number of pregnant women evacuated to health posts with symptoms of malaria.
- Number of children under 5 years evacuated to health posts with symptoms of complicated malaria.

Community level emergency transport systems created in rural villages. A significant gap in current malaria programming is how to reach communities where there is no health hut and where there are few people who meet the basic education requirement for health training as per government standards for health huts. Through the project, a *relais* in each village will be responsible for ensuring access to nearby health huts and health posts to consult a trained health agent and to purchase ACTs. The project will select up to 30 villages with relatively poor access to receive bicycles or horse carts to be used in case of a necessary emergency transport to a nearby health hut or heath post. Communities will be responsible for ensuring that the means of transport is available in the village for evacuation to health huts and health posts.

Implementation & Roll Out Plan

In the first year in the target zones in Diourbel, Fatick, and Kaolack, the project will take full advantage of the experienced human resources and medical stocks available through the Catholic health posts. The program will begin with a project launch meeting inviting all Chief Nurses (ICP) in the Catholic health posts, the health district Chief Doctor, and the health district PHS, and will offer a refresher course in IEC/BCC and malaria treatment protocols.

These health professionals will be used as local training resources for Field Supervisors who will be based in the Catholic health posts and who will support the CHAs, birth attendants, and *relais*.

Preliminary visits to all supported villages will identify the level of functionality of the health hut, capacity of CHA and birth attendant, and the readiness of the village health committee to collaborate with the program. Non-functioning health huts in need of support to restart activities will be required to have a working village health committee to collaborate in the management of medicine stocks at the health hut. Essential materials such as chairs, tables, cupboards, and registers will be provided.

In villages without health huts, preliminary visits to community leaders and village associations will determine how most appropriately engage the community and select a motivated *relais* meeting the minimum educational requirements to participate in the training program.

Group One activities will be rolled out by health district with the priority in the identified rural health zones in Diourbel, Fatick, and Kaolack and urban / peri-urban zones of Rufisque. The program aims to mobilize 400 CHAs, birth attendants, and *relais* during the first year, including 320 *relais* in Rufisque. Each of these 400 persons will participate in four trainings during the first year, and will each host at least eight malaria education sessions in their communities. Procurement and sale of LLINs for Catholic health posts will begin at the end of the first year as health huts and associations are gradually trained to manage LLIN stocks and basic systems for identifying eligible pregnant women and parents of children under five.

In the second year, Group One participants will complete the remaining three training modules and host at least 8 malaria education sessions in their communities.

In the second year, the project will roll-out new activities in the **Group Two** area of Pikine in Dakar. As a densely populated area in Dakar, Pikine district already has a network of 400 *relais* chosen by neighbourhood associations. The program will work through the public and Catholic health posts in Pikine to train their *relais*.

In the third year, Group One training participants will host at least eight malaria education meetings and will extend to monitoring malaria cases and performing home visits to verify adoption of mosquito nets. Group Two participants will complete the remaining three training modules in the third year and will host at least 11 malaria education sessions in their communities.

By the end of year one, 400 community health workers (CHAs, birth attendants, and *relais*) will complete four of the seven training modules and each host at least eight sensitization sessions in their communities.

By the end of year two, activities in Pikine will be underway with 400 *relais* completing four training sessions. The 400 community health workers who started in year one will complete the remaining 3 training modules. The total of 800 trained community health workers will host at least 8 sessions each.

By the end of year three, the 400 relais in Pikine will complete their remaining three training modules. All 800 community health workers trained in the program will host at least 10 sessions each in their communities.

A complete Activity Calendar is available in Annex H.

Performance Monitoring & Evaluation

Output & Indicator Monitoring is described in the project Logical Framework located in Annex G. The logical framework details the various indicators for SO, IR, Outputs, and Activities with proposed data collection sources. A Monitoring & Evaluation Calendar is available in Annex I.

Performance monitoring will be led by the Project Director and carried out by Field Coordinators with the direct assistance of the Head Nurses (ICPs) and the Field Supervisors. CHAs, birth attendants, and *relais* will be required to track and submit monthly community level activity information such as education sessions, number of home visits, ACT treatments, and mosquito nets sold. Data from the health huts will be collected by Field Supervisors during regular supervision from the health post to the health hut. Simple report formats will be given to the Field Supervisors to complete during their monthly visits to community health workers. Data will collected and organized by the Field Coordinators on a monthly basis will ensure adequate tracking of training activities.

Field Coordinators will transmit activity, statistical and financial reports to the Project Director on a monthly basis. The Field Coordinators will be required to meet Head Nurses and Field Supervisors in the health posts on a monthly basis. Field Supervisors will work directly with CHAs, birth attendants and *relais* to oversee activity implementation and data collection. The schedule of data item collection, frequency of monitoring task and assigned personnel is outlined for the three years of the program in the M & E Calendar in **Annex I**.

A budget has been allocated to support monthly district supervision by the Chief Medical Doctor and the PHS in each of the target zones. Data collection visits will be conducted jointly with the health district teams when possible. The district supervision will ensure that health posts are conforming to national MOHMP protocols for prevention and treatment, and to help ensure coordination with the district.

Bi-Annual Reviews: Every six months, review meetings will be held with Field Supervisors, Field Coordinators, Head Nurses, and the Project Director to share experiences, review information collected, determine progress on quarterly plans, and address any emerging gaps. Results from the bi-annual reviews will be shared with each of the participating health posts and health huts.

Evaluations: One **baseline assessment** will be conducted to establish studies of knowledge, attitudes and practices about malaria, to determine the functionality of health huts, previous training of health agents, use of mosquito nets, availability of ACTs in health posts and health huts, and use of ACTs. Meetings will be held with village health committees to assess their level of involvement in managing health activities. A **final evaluation** will be conducted with external consultants at the end of the program during the last quarter of year 3 to evaluate the project achievements as per objectives and to provide a critical review of the project's implementation.

Management Plan

Caritas Senegal and the NAPCHP are currently working in each of the five regions identified and have extensive experience working with the local population covered by these health posts. The Caritas Senegal office is based in Pikine (Dakar) and provides a central location for working with the Dakar health districts. A Project Director based in Dakar at the Caritas Senegal office will provide overall leadership for the program and will collaborate with the NAPCHP in the recruitment of Field Coordinators. Field Coordinators for the rural zones will be based out of centrally located Catholic health posts in Diourbel and Kaolack, while Field Coordinators in urban areas will work alongside the public health districts.

The Senegal MCP will be headed by a Project Director, who will report directly to the Caritas Secretary General. The Project Director will supervise six Field Coordinators who will in turn give oversight to the Field Supervisors working directly with CHAs, birth attendants, and *relais*. For administrative purposes, the regions of Fatick and Kaolack will be combined under one Field Coordinator. A second Field Coordinator will be based within Diourbel district. A total of four Field Coordinators will supervise the districts in Pikine and Rufisque due to the high density of health posts and number of *relais*. A project **organigram** is available in **Annex J**.

One Field Coordinator will support on average ten Field Supervisors. Field Supervisors will be based in the health posts and will oversee the activities of between 10-20 sites each with CHAs, birth attendants and/or *relais* participating in the project. Field Supervisors will be responsible for trainings of CHAs, birth attendants, and *relais* in their project areas and performing monthly visits to each of their sites.

In many of the Catholic and public health posts, trained community animators are often available as voluntary or part time staff for baby weighing, vaccination campaigns, and health education and are already familiar with the health extension in the targeted villages. These animators may be potentially employed as Field Supervisors based in the health posts and will support and monitor the malaria activities in the different communities.

Start-up activities will focus on recruiting Field Coordinators to lead activities in the targeted health regions. One Field Coordinator will cover activities in Diourbel and one Field Coordinator will cover both Kaolack and Fatick regions. Two Field Coordinators will be hired to manage Rufisque during the first year, with two more Field Coordinators hired in the second year to manage activities in Pikine.

Management Staff Candidates

The proposed Project Director has a Nursing degree, a certificate in Project Management and is currently finalizing an Advanced Specialized degree in Health Administration. He has approximately 20 years experience in the health field including 6 years with national-level Catholic health post administration. The Project Director will be hired and able to start on the program start date. CVs for the Proposed Project Director and Administration / Finance Manager is included in **Annex K**.

The Project Director will be the primary focal point for the project and will communicate directly with the USAID CTO managing the MCP grant. The Project Director will be responsible for coordinating with the PNLP, national actors, and PMI partners.

CRS Technical Support: CRS has agreed to allocate \$140,208 in funding to Caritas Senegal which will partly be used to support the secondment of an expatriate Health Technical Advisor at 50% time and a Finance Officer at 25%. The Health Technical Advisor will have a public health background and will assist in baseline studies, developing training modules, creating monitoring systems, reporting, and evaluations. The Finance Officer will provide technical assistance to the Caritas Finance and Administration Manager for questions in US government grants management. The technical advisors will report to the Project Director for all of their MCP responsibilities.

Volunteers for Prosperity: The project does not intend to use the Volunteers for Prosperity program for MCP

ATTACHMENT C

Branding Strategy & Marking Plan

Senegal USAID Marking Plan

Date Submitted: 23 September 2008

Caritas Senegal Information:

Caritas Office: Km 11, Route de Rufisque, B.P. 439, Dakar, Senegal Caritas Contact Person : Abbé Ambroise Tine, Director Contact Phone Number : (+221) 33 834-0020 / (+221) 77 637 0010 Contact E-mail: <u>bupaate2000@yahoo.fr</u>, <u>ambutine@hotmail.com</u>

For a New Award:

USAID Solicitation CFDA Number: USAID / M/OAA/GH-08-147

USAID Solicitation Name: Malaria Communities Program

I. PROGRAM DELIVERABLES TO BE MARKED

Caritas Senegal plans to mark the following with the USAID Graphic Identity:

A. Program, Project, Activity Sites

1. Infrastructure Project Sites

 $\boxtimes 2.$

. Program, Project and Activity Sites That Are Physical In Nature

Health Posts (13) and Health Huts (27) marked with project sign at entrance by the second quarter of the project. Additionally, USAID posters and stickers will be placed inside all structures approximately 120 of each. These signs and posters will bear the USAID / PMI logo alongside and in a size similar to the participating NGO and local partner logos.

B. Public Communications

- Reports
- Public Service announcements
- Promotional Materials
- Information Products

Reports and Publications: All project reports and publications carried out by the project will bear the USAID and NGO partner identities, and will mention all services involved in the report or publication. There will be quarterly reports, annual, and final reports.

Public service announcement, press materials, and promotional products: A selection of local radio stations including Sud FM Dakar, Sud FM Diourbel, Diourbel FM, Sud FM Kaolock, Sud FM Fatick, and Fatick FM, will broadcast sensitization messages about malaria prevention and bednet distributions. All these

messages will mention the program's donor, USAID, and the NGOs and government services involved.

Promotional materials: An estimated 230 t-shirts, hats, and bandanas with the USAID / PMI identity will be distributed to staff and beneficiaries during the education campaigns and the bed net distribution events.

C. Events

Training courses
 Training conferences
 Training seminars
 Training exhibitions
 Training fairs
 Training workshops
 Press conferences
 Other Categories of Events:

At each workshop, the publicity and training material, which will be determined at the time of preparation, will bear the USAID identity.

Press releases about the program containing the USAID identity alongside and in similar size to the other program partners will be distributed to at least 10 news agencies, newspapers, radio stations, and television broadcasters.

\boxtimes D. Commodities

- Equipment (non Administrative)
- Supplies (non Administrative)
- Program Materials (non Administrative)
- Other Categories of Commodities:

There are not commodities purchased by the USAID / PMI grant.

Marking Plan Submitted By (Caritas Senegal):

Printed Name: AMBROISE TINE

Signature

Office

Date :

23/09/2008

Page 35

Director

Marking Plan Approved By (USAID):

Printed Name

Signature

Date



ATTACHMENT D

STANDARD PROVISIONS

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON U.S. NONGOVERNMENTAL RECIPIENTS

See Required as Applicable Standard Provisions for Non-U.S. Nongovernmental Recipients listed under the Mandatory References in ADS 303 at http://www.usaid.gov/policy/ads/300/303mab.pdf, also copied below.

Mandatory Standard Provisions For Non-U.S., Nongovernmental Recipients

I. MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS

1. ALLOWABLE COSTS (OCTOBER 1998)

a. The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.

- b. Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.
- c. It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

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*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.

[END OF PROVISION]

2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)

- a. The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.
- b. Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.
- c. Foreign for-profit and non-profit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.
- d. USAID shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.
- e. Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.
- f. The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

g. This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

[END OF PROVISION]

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

a. Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:

(1) the recipient receives less than \$120,000 in U.S. Government awards per year;

(2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or

(3) the depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

- b. Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.
- c. At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:
 - USAID has obligated funds to the award, but has not disbursed them to the recipient; or

(2) USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

d. USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

[END OF PROVISION]

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

a. The approved award budget is the financial expression of the recipient's program as approved during the award process. b. The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:

 To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.

(2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.

(3) Additional funding is needed.

(4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.

(6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.

(7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.

- c. If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.
- d. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

[END OF PROVISION]

5. TERMINATION AND SUSPENSION (OCTOBER 1998)

- a. The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.
- b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.

- c. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.
- d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.
- e. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all subagreements.

[END OF PROVISION]

6. DISPUTES (OCTOBER 1998)

- a. Any dispute under this award shall be decided by the USAID Agreement Officer. The Agreement Officer shall furnish the recipient a written copy of the decision.
- b. Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.

- c. In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
- d. A decision under this provision by the Assistance Executive shall be final.

[END OF PROVISION]

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)

a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

 Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (http://epls.arnet.gov). The recipient further

agrees to include the following provision in any subagreements or contracts entered into under this award:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

[END OF PROVISION]

9. DRUG-FREE WORKPLACE (JANUARY 2004)

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

- (2) Specify the actions the recipient will take against employees for violating that prohibition; and
- (3) Let each employee know that, as a condition of employment under any award, he or she
- (i) Must abide by the terms of the statement, and
- (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

(i) The dangers of drug abuse in the workplace;

(ii) Your policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation and employee assistance programs; and

(iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

 Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

[END OF PROVISION]

10. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

[END OF PROVISION]

11. AMENDMENT (OCTOBER 1998)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the Agreement Officer and an appropriate official of the recipient.

[END OF PROVISION]

12. NOTICES (OCTOBER 1998)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person or mailed as follows:

To the USAID Agreement Officer and Cognizant Technical Officer, at the addresses specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award.

Notices shall be effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

[END OF PROVISION]

13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

*14. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (FEBRUARY 2004)

- a. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice;
- b. The Federal Government must implement Federal programs in accordance with the Establishment Clause and the Free Exercise Clause of the First Amendment to the Constitution. Therefore, if the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.
- c. If the recipient makes subawards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

[END OF PROVISION]

15. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement

[END OF PROVISION]

*16. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or subagreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID website at <u>www.usaid.gov/branding</u> and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audiovisual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within <u>30</u> days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

(vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient's own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers "flow down" to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer's cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer's waiver determination to the cognizant Assistant Administrator.

(e) Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

[END OF PROVISION]

*17. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

Required As Applicable Standard Provisions For Non-U.S., Nongovernmental Recipients

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S., NONGOVERNMENTAL RECIPIENTS

1. PAYMENT - REIMBURSEMENT (MAY 1986)

- a. The recipient shall submit to the USAID Controller noted in the Schedule of the award an original and 2 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher shall be identified by the award number and shall state the total costs for which reimbursement is being requested.
- b. Copies of SF 1034 and 1034A may be obtained from the Controller.

[END OF PROVISION]

2. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the annual implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:

(i) the primary purpose of the trip is to work with USAID Mission personnel, or

(ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the USAID Cognizant Technical Officer in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Cognizant Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Cognizant Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Cognizant Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials, and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the recipient.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

[END OF PROVISION]

3. OCEAN SHIPMENT OF GOODS (JUNE 1999)

- a. At least 50% of the gross tonnage of all goods purchased under this award and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates.
- b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this award and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- c. When U.S. flag vessels are not available, or their use would result in a significant delay, the recipient may request a determination of non-availability from the USAID, Transportation and Commodities Division, Office of Procurement, 1300 Pennsylvania Avenue, N.W., Washington, D.C. 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the

determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.

d.

The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington DC 20590,

and

U.S. Agency for International Development, Office of Procurement, Transportation Division 1300 Pennsylvania Avenue, N.W. Washington, DC 20523-7900

- e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).
- f. Shipments financed under this award must meet applicable eligibility requirements set out in 22 CFR 228.21.
- g. This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.

[END OF PROVISION]

4. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules For Goods and Services".

a. General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfill in order to be evaluated by the recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients shall establish written procurement procedures. These procedures shall provide, at a minimum, that:

(i) Recipients avoid purchasing unnecessary items,

(ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and

(iii) Solicitations for goods and services provide for all of the following:

(A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient. (iv) Positive efforts shall be made by the recipients to utilize U.S. small business, minority owned firms, and women's business enterprises, whenever possible.Recipients of USAID awards shall take all of the following steps to further this goal:

(A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient shall to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, D.C. 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:

- (a) Brief general description and quantity of goods or services;
- (b) Closing date for receiving quotations, proposals, or bids; and
- (c) Address where solicitations or specifications can be obtained.

(B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(C) Encourage contracting with consortiums of small businesses, minorityowned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.

(D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used, (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

(vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal

Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients shall, on request, make available for USAID, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed \$10,000.

(viii) The recipient shall document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold shall include the following at a minimum:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained, and;

(C) Basis for award cost or price.

(x) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

The recipient shall include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract

may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient shall include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(4) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient shall observe generally accepted bonding requirements.

(5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government, shall contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

[END OF PROVISION]

5. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)

 Ineligible and Restricted Goods and Services: USAID's policies on ineligible and restricted goods and services are contained in ADS Chapter 312. (See ADS 312)

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with this list upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

The item is of U.S. source/origin;

- (ii) The item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) The costs related to the item are incorporated in the approved budget of the award. Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.
- b. Source, Origin, and Nationality: The eligibility rules for goods and services based on source, origin, and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000 and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g. equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety. A copy will be provided upon request.
 - (1) For DFA funded awards or when the total procurement element during the life of the award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of Order of Preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph
 (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the recipient's documentation:

(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources, or

(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000, (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, (including origin) and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources in order of preference:

(1) The United States (USAID Geographic Code 000),

(2) The Cooperating Country,

(3) "Selected Free World" countries (USAID Geographic Code 941),

(4) "Special Free World" countries (USAID Geographic Code 899).

d. If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has

received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

e.

This provision will be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

6. SUBAGREEMENTS (OCTOBER 1998)

- a. Subawards shall be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.
- b. All subagreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient shall insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and Standard Provisions will be provided.

[END OF PROVISION]

7. LOCAL PROCUREMENT (OCTOBER 1998)

- a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country. Regardless of which source, origin, and nationality rules in paragraph (b) of the Provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules on Ineligible and Restricted goods continue to apply.
- b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in the Standard Provision "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

 Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional services contracts estimated not to exceed \$250,000.

(4) Construction services contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

- Utilities including fuel for heating and cooking, waste disposal and trash collection;
- (ii) Communications telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

- (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
- (v) Newspapers, periodicals and books published in the cooperating country;
- (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.
- c. The coverage on ineligible and restricted goods and services in the standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
- d. This provision will be included in all subagreements where local procurement of goods or services will be financed with USAID funds.

[END OF PROVISION]

8. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred): http://www.dec.org/submit.cfm

Mailing address: Document Acquisitions USAID Development Experience Clearinghouse (DEC) 8403 Colesville Road Suite 210 Silver Spring, MD 20910-6368 Contract Information Telephone (301) 562-0641 Fax (301) 588-7787

E-mail: docsubmit@dec.cdie.org

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication;:

- b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.
- c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

[END OF PROVISION]

9. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

[END OF PROVISION]

10. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

- a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this recipient.
- b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is

assigned, nor shall the individual make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.

- d. The recipient's employees, while in a foreign country, are expected to show respect for its convention, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved, and shall recommend to the recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

11. PARTICIPANT TRAINING (OCTOBER 1998)

- a. Definitions: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.
- b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training (including TrainNet requirements), except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Global Bureau's Center for Human Capacity Development. (See ADS 253) (ADS 253 may be obtained by submitting a request to the Agreement Officer.)
- c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the U.S. through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&O/IT.

[END OF PROVISION]

12. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (OCTOBER 1998)

- a. Except as modified by the Schedule of this award, title to all equipment, materials, and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating Government may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the Schedule of this award, but all such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.
- The recipient shall prepare and establish a program, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the requirements of 22 CFR Part 226.30 through 226.36.
- c. Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit an inventory schedule covering all items of equipment, materials, and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.

[END OF PROVISION]

13. PROGRAM INCOME (OCTOBER 1998)

- a. The Recipient shall apply the standards set forth in this Provision to account for program income earned under the award.
- b. Program Income earned during the project period shall be retained by the recipient and, in accordance with USAID regulations, other implementing guidance, or the terms and conditions of the award, shall be used in one or more of the following ways:

 Added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.

2) Used to finance the non-U.S. Government share of the project or program.

3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the U.S. Government share of costs is based.

- c. When the agreement authorizes the disposition of program income as described in paragraph (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.
- d. If the terms and conditions of the award do not specify how program income is to be used, paragraph (b)(2) of this section shall apply automatically; program income in excess of the cost share amount may be applied in accordance with paragraph (b)(1). Recipients which are commercial organizations may not apply paragraph (b)(1) of this section.
- e. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
- f. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award and they comply with the applicable Cost Principles.
- g. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

[END OF PROVISION]

14. REPORTING OF FOREIGN TAXES (MARCH 2006)

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:

(i) Contractor/recipient name.

(ii) Contact name with phone, fax and email.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of

commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(vii) Reports are required even if the recipient did not pay any taxes during the report period.

(viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

- d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to]
- e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

f. For further information see <u>http://www.state.gov/m/rm/c10443.htm</u>

[END OF PROVISION]

15. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences or as approved by the Agreement Officer.

[END OF PROVISION]

16. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

http://pdf.dec.org/pdf_docs/PDABQ631.pdf.

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

[END OF PROVISION]

[END OF STANDARD PROVISIONS]

ATTACHMENT E INITIAL ENVIRONMENTAL EXAMINATION

INITIAL ENVIRONMENTAL EXAMINATION SUMMARY AND SIGNATURE PAGE

PROGRAM/ACTIVITY DATA:

Program/Activity Number: (TBD) Country/Region: Africa (Global Health Bureau), in President's Malaria Initiative countries Program Title: Malaria Communities Program (MCP) Funding Begin: FY 2007 Funding End: September 30, 2011 IEE Amendment (Y/N):___N___

Current Date: March 19, 2007

ENVIRONMENTAL ACTION RECOMMENDED:

 Categorical Exclusion:
 X
 Negative Determination:
 X

 Positive Determination:

 Deferral:

ADDITIONAL ELEMENTS: (Place X where applicable) CONDITIONS X

SUMMARY OF FINDINGS:

The activities under this Initial Environmental Examination (IEE) will provide support at the community level for malaria prevention activities. These activities will be carried out in collaboration with implementing partners for the President's Malaria Initiative (PMI). The PMI activities themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report and Safer Use Action Plans (PERSUAP) and are not covered in this IEE.

A Categorical Exclusion is recommended for the following activities except to the extent that the activities directly affect the environment (such as construction of facilities), pursuant to 22 CFR 216.2(c)(1) and:

 a) 22 CFR 216.2(c)(2)(i), for activities involving education, training, technical assistance or training programs;

b) 22 CFR 216.2(c)(2)(v), for activities involving document and information transfers;

c) 22 CFR 216.2(c)(2)(viii), for programs involving nutrition, health care, or family planning services except to the extent designed to include activities directly affecting the environment (such as construction of facilities, water supply systems, waste water treatment, etc.);

(d) 22 CFR 216.2(c)(2)(xiv), for studies, projects or programs intended to develop the capability of recipient countries and organizations to engage in development planning.

- Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities
- Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of intermittent preventive therapy (IPT)
- Provide IEC aimed to support appropriate health seeking behavior and increasing early and
 effective treatment of malaria and treatment adherence

- Support community health workers in malaria community case management (i.e. homebased management of fever) activities and promoting correct and consistent use of ITNs by members of their community
- Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs

A negative determination (with conditions) is recommended per 22CFR216.3(a)(2)(iii) for the remaining activities that may be carried out under the MCP.

- Support for distribution and promotion of correct and consistent use of insecticide treated nets (ITNs) in both routine and campaign settings in order to increase the overall number used by pregnant women and children under five
- Partner in the promotion and implementation of bednet retreatment campaigns

The conditions include that implementing partners adhere to the stipulations made in the USAID Africa Bureau's <u>Programmatic Environmental Assessment for Insecticide-Treated Materials</u> in <u>USAID Activities in Sub-Saharan Africa</u>. If a need for net treatment or retreatment arises under this funding and is not already covered under the PMI activity, the USAID Health Team in the mission will draft and gain approval for a "Pesticide Evaluation Report and Safer Use Action Plan" (PERSUAP) for the ITN program.

For activities that involve collection, storage and disposal of biological samples, the program must make reasonable efforts to assure development and implementation of an adequate medical waste management program. Consult EGSSA (<u>www.encapafrica.org</u>) and utilize the Minimal Program Checklist (Annex A).

As required by ADS 204.3.4, the SO team managing this program must actively monitor ongoing activities for compliance with approved IEE recommendations, and modify or end activities that are not in compliance. If additional activities not described in this document are added to this program, then amended or new environmental documentation must be prepared. The SO team must also ensure that provisions of the IEE concerning mitigative measures and the conditions specified herein along with the requirement to monitor be incorporated in all contracts, cooperative agreements, grants and sub-grants.

APPROVAL OF ENVIRONMENTAL ACTION RECOMMENDED:

CLEARANCE:

Global Health Bureau Environmental Officer: signed 3/23/07

Approved: ____x____ Disapproved: _____

FILE Nº: GH PMI MCP IEE March 2007.doc

ADDITIONAL CLEARANCE FROM AFR REGIONAL BUREAU:

Africa Bureau Environmental Officer signed 3/22/07

INITIAL ENVIRONMENTAL EXAMINATION

PROGRAM/ACTIVITY DATA: Program/Activity Number: Country/Region: Africa (Global Health Bureau), in President's Malaria Initiative countries Program Title: Malaria Communities Program (MCP) Funding Begin: FY 2007 Funding End: September 30, 2011 IEE Amendment (Y/N):___N___

Current Date: March 19, 2007

1.0 BACKGROUND AND ACTIVITY/PROGRAM DESCRIPTION

1.1 Purpose and Scope of IEE

The purpose of this Initial Environmental Examination (IEE) is to comprehensively review the activities USAID anticipates implementing across the Africa region under the Malaria Communities Program (MCP) (a program to complement activities undertaken as part of the President's Malaria Initiative (PMI)), and provide threshold determinations of environmental impact and conditions for mitigation if appropriate. This IEE is intended to fulfill the environmental review requirements of the U.S. Agency for International Development's (USAID's) environmental regulations, found in 22CRF216.

The activities under this Initial Environmental Examination (IEE) will provide support at the community level for malaria prevention activities. These activities will be carried out in collaboration with implementing partners for the President's Malaria Initiative (PMI). The PMI activities themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report and Safer Use Action Plans (PERSUAP) and are not addressed in this IEE.

1.2 Background

Malaria is one of the most common and serious tropical diseases. It causes at least a million deaths yearly, the majority of which occur in sub-Saharan Africa. More than half of the world's population is at risk of acquiring malaria, but young children and pregnant women have the highest risk of both malaria infection and malaria mortality. In addition to poverty and climate, other risk factors for malaria include poor quality health facilities and systems, drug and insecticide resistance for the pathogen and its vectors, and changing ecological conditions that support existence of the vectors at elevations that were previously malaria-free.

USAID's malaria program is part of the US government (USG) foreign assistance program and contributes to the USG goal of "Helping to build and sustain democratic, well-governed states that will respond to the needs of their people and conduct themselves responsibly in the international system." Malaria activities fall under Objective 3 - Investing in People, under the Health Program, and they are reported on under the Malaria element 1.3. The goal of the PMI is to prevent 50 percent of malarial deaths in 15 of the worst-hit countries in Africa. For more information on the President's Malaria Initiative, see http://www.fightingmalaria.gov/index.html.

1.3 Description of Activities

The MCP was announced by First Lady Laura Bush on December 14, 2006, at the White House Summit to offer opportunities specifically aimed at fostering new partners, including local community-based and indigenous groups in PMI focus countries. The MCP seeks to award individual small grants to new partners, both US-based and organizations indigenous to Africa PMIfocus countries, to implement malaria prevention and control activities. The grants to be awarded under the MCP will include one or more of the following elements:

- Support for distribution and promotion of correct and consistent use of insecticide treated nets (ITNs) in both routine and campaign settings in order to increase the overall number used by pregnant women and children under five;
- Partner in the promotion and implementation of bednet retreatment campaigns;
- Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities;
- Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of IPT;
- Provide IEC aimed to support appropriate health seeking behavior and increasing early and effective treatment of malaria and treatment adherence;
- Support community health workers in malaria community case management (i.e. homebased management of fever) activities and promoting correct and consistent use of ITNs by members of their community; and
- Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs.

MCP recipient organizations will work with and in direct complement to existing USAID partners who are associated with and have undergone environmental assessments according to the Agency's regulations and who are following these findings and determinations.

MCP recipients are not expected to procure commodities including those associated with pesticides under this Program, and such procurement is not covered by this IEE. Instead, recipients will partner with the host country government, PMI and other malaria control partners who are currently supporting the procurement and distribution of malaria commodities. PMI-funded activities will be covered by their own environmental compliance documents. MCP recipients will focus on complementing these efforts by supporting the non-commodity aspects of a comprehensive malaria program (i.e. health education and promotion, community mobilization, and extending direct beneficiary reach of the PMI-supported interventions).

2.0 COUNTRY AND ENVIRONMENTAL INFORMATION

The activities funded under the MCP will occur only in the 15 President's Malaria Initiative focus countries, as these community-based activities will directly complement the more commodity-focused PMI activities of bednet procurement and indoor residual spraying. The PMI activities

themselves are covered under their own IEEs, Programmatic Environmental Assessments (PEA), country-level Supplemental Environmental Assessments (SEA), and Pesticide Evaluation Report and Safer Use Action Plans (PERSUAP) and are not covered in this IEE. The countries selected for PMI activities were those with the highest malaria mortality, and are shown below in Table 1.

Angola	Benin	Ethiopia
Ghana	Kenya	Liberia
Madagascar	Malawi	Mali
Mozambique	Rwanda	Senegal
Tanzania	Uganda	Zambia

Table 1. List of President's Malaria Initiative (PMI) countries

3.0 EVALUATION OF ENVIRONMENTAL IMPACT POTENTIAL AND RECOMMENDED THRESHOLD DECISIONS AND PREVENTION/MITIGATION ACTIONS

The Environmental Determination for the MCP falls into two categories, and is presented below in Table 2. The activities related to training, health promotion and community mobilization justify Categorical Exclusions, pursuant to 22 CFR §216.2(c)(1) and (2), because the actions do not have an effect on the natural or physical environment.

The remaining activities may involve insecticide-treated materials (ITM) and/or medical waste that are not already covered by PMI environmental compliance documents, so these activities justify a negative determination, with the conditions as described below and summarized in Table 2.

The Africa Bureau has prepared a document entitled *Programmatic Environmental Assessment for Insecticide-treated Materials (PEA ITM) in USAID Activities in Sub-Saharan Africa*, which describes the risks associated with the use of ITMs, including bednets and curtains. Health and environmental risks from the use of ITMs include potential exposure of humans and the environment during production, distribution, storage, use, and disposal of pesticides, and a certain amount of exposure of persons using ITMs to pesticide vapors released from the materials. The CTO must work with the PMI country teams and the MCP implementing partners to ensure that the risks to humans and the environment are minimized, and that adequate safety precautions are observed, by following the guidance provided in the PEA ITM which can be found on the web at <u>http://www.afr-</u> sd.org/documents/iee/docs/32AFR2_ITM_PEA.doc

The public health community has taken the issue of risk from ITM pesticides seriously, and effective guidance documents are already available as resources for ITM program managers. WHO's Roll Back Malaria web site hosts a collection of WHO and other documents on all the RBM program issues, including those related to effective and safe use of insecticides in ITM programs. (See http://mosquito.who.int, multiple prevention, insecticide-treated materials). An excellent resource for all aspects of ITM program management, including avoiding environmental or health problems with this technology, is a manual prepared for the

Malaria Consortium, titled, "Insecticide Treated Net Projects: A Handbook for Managers."

The CTO must also work with the PMI country health teams and their implementing partners to assure, to the extent possible, that the medical facilities and operations involved have adequate procedures and capacities in place to properly handle, label, treat, store, transport and properly dispose of blood, sharps and other medical waste associated with malaria diagnosis and treatment. The ability of the health teams to assure such procedures and capacity is understood to be limited by its level of control over the management of the facilities and operations that USAID PMI and MCP are supporting.

The USAID Bureau for Africa's Environmental Guidelines for Small Scale Activities in Africa (EGSSAA) Chapter 8, "Healthcare Waste: Generation, Handling, Treatment and Disposal" (found at this URL: http://encapafrica.org/SmallScaleGuidelines.htm) contains guidance which should inform the Team's activities to promote proper handling and disposal of medical waste, particularly in the section titled, "Minimum elements of a complete waste management program." The program is also encouraged to make use of the attached "Minimal Program Checklist and Action Plan" for handling healthcare waste, which was adapted from the above EGSSAA chapter and which should be further adapted for use in USAID/[country] programs. Another useful reference is "WHO's Safe Management of Wastes from Healthcare Activities" found at

http://www.who.mt/	water samiation	nealth/medicalwaste/	wastemanag/en/
			0

Table 2. Summary of Environmental Determinations and Conditions	ons
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Key Elements of	Threshold Determination &	Impact Issues & Mitigation
Program/Activities	22 CFR 216 Citation	Conditions and/or
		Proactive Interventions

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
 Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities Support promotion of intermittent preventive treatment of pregnant women in government health facilities helping to increase the proportion of pregnant women who receive at least two doses of intermittent preventive therapy (IPT) Provide IEC aimed to support appropriate health seeking behavior and increasing early and effective treatment of malaria and treatment adherence Support community health workers in malaria community case management (i.e. home-based management of fevér) activities and promoting correct and consistent use of ITNs by members of their community 	Categorical Exclusion pursuant to 22 CFR 216.2(c)(1) and: a) 22 CFR 216.2(c)(2)(i), for activities involving education, training, technical assistance or training programs; b) 22 CFR 216.2(c)(2)(v), for activities involving document and information transfers; c) 22 CFR 216.2(c)(2)(viii), for programs involving nutrition, health care, or family planning services (d) 22 CFR 216.2(c)(2)(xiv), for studies, projects or programs intended to develop the capability of recipient countries and organizations to engage in development planning.	No biophysical are interventions involved The categorical exclusion applies except to the extent that activities might directly affect the environment (such as construction of facilities, water supply systems, waste water treatment extent designed to include activities, etc.)

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
 Support for distribution and promotion of correct and consistent use of insecticide treated nets (ITNs) in both routine and campaign settings in order to increase the overall number used by pregnant women and children under five Partner in the promotion and implementation of bednet retreatment campaigns Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs 	Negative Determination with Conditions 22 CFR 216.3 (a)(2)(iii) Deferred: Treatment or retreatment of nets	If provision of supplies will include insecticide treated bednets (ITNs), the USAID Health Team in the mission and their partner organizations will be required to use reliable brands of long- lasting treated nets and adhere to the stipulations made in the USAID Africa Bureau Programmatic Environmental Assessment for Insecticide- Treated Materials in USAID Activities in Sub-Saharan Africa . If a need for net treatment or retreatment arises under this funding and is not already covered under the PMI activity, the USAID Health Team in the mission will draft and gain approval for a "Pesticide Evaluation Report and Safer Use Action Plan" (PERSUAP) for the ITN program. For activities that involve collection, storage and disposal of biological samples, the program must make reasonable efforts to assure development and implementation of an adequate medical waste management program. Consult EGSSA (www.encapafrica.org) and utilize the Minimal Program Checklist (Annex A).

4. MONITORING AND COMPLIANCE ASSURANCE

Monitoring and compliance measures

As required by ADS 204.3.4, the MCP CTO and implementing partners will actively monitor and evaluate whether environmental consequences unforeseen under activities covered by this Request for Categorical Exclusion arise during implementation, and modify or end activities as appropriate. If additional activities are added that are not described in this document, an amended environmental examination must be prepared.

All grants or other monetary transfers of USAID funds (e.g., subgrants) to support this program's activities must incorporate provisions that the activities to be undertaken will comply with the environmental determinations and recommendations of this IEE. This includes assurance that the activities conducted with USAID funds fit within those described in the approved IEE or IEE amendment and that any mitigating measures required for those activities be followed. USAID PMI missions are responsible for assuring that implementing partners have the human capacity necessary to incorporate environmental considerations into program planning and implementation and to take on their role in the Environmental Screening Process. Implementing partners should seek training as needed, such as through participation in the Africa Bureau's regional ENCAP training courses.

Implementing partners' annual reports and, as appropriate, progress reports shall contain a brief update on mitigation and monitoring measures being implemented, results of environmental monitoring, and any other major modifications/revisions in the development activities, and mitigation and monitoring procedures.

¹ Chavasse DC, Reed C, Attawell K. 1999b. *Insecticide Treated Net Projects: A Handbook for Managers*. London, England: Malaria Consortium, London School of Tropical Hygiene and Tropical Medicine.