



USAID
FROM THE AMERICAN PEOPLE

Mila Rosenthal, Executive Director
HealthRight International
80 Maiden Lane
New York, New York 10038

September 27, 2009

Reference: Malaria Communities Program RFA: USAID M/OAA/GH-09-252

Subject: Cooperative Agreement No. GHN-A-00-09-00008-00

Dear Dr. Rosenthal:

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 HealthRight International hereinafter referred to as the "Recipient", the sum of \$1,482,202.00 to provide support for a program in Kenya as described in the Schedule of this award and in Attachment B, entitled "Partnership for the Prevention and Treatment of Malaria in the North Rift Valley Province, Kenya."

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, 2009 and ending September 29, 2012. 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 HealthRight International, 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 this original letter to acknowledge your receipt of the Cooperative Agreement, and return a copy to the Agreement Officer.

Sincerely,

Jamie Alissa Beck
Agreement Officer
USAID

Attachments:

- A. Schedule
- B. Program Description
- C. Branding Strategy & Marking Plan
- D. Standard Provisions
- E. Initial Environmental Examination

ACKNOWLEDGED:

BY: M. L. [Signature]
TITLE: Executive Director
DATE: 9/30/09

A. GENERAL

- | | |
|---------------------------------------|--|
| 1. Amount Obligated this Action: | \$540,000.00 |
| 2. Total Estimated USAID Amount: | \$1,482,202.00 |
| 3. Total Obligated USAID Amount: | \$540,000.00 |
| 4. Cost-Sharing Amount (Non-Federal): | \$73,091.00 |
| 5. Activity Title: | Partnership for the Prevention and Treatment of Malaria in the North Rift Valley Province, Kenya |
| 6. USAID Technical Office: | GH/HIDN/ID |
| 7. Tax I.D. Number: | 13-3791391 |
| 8. DUNS No.: | 792756041 |
| 9. LOC Number: | C3752P1 |

B. SPECIFIC

For AID/W Actions:

- | | |
|-------------------------|--------------|
| 1. Budget Fiscal Year: | 2009 |
| 2. Operating Unit: | GH/HIDN |
| 3. Strategic Objective: | A11 |
| 4. Distribution: | 936-3100 |
| 5. Management: | A049 |
| 6. Benefiting Geo Area: | 997 |
| 7. SOC: | 4100201 |
| 8. Obligated Amount: | \$540,000.00 |

C. PAYMENT OFFICE

U.S. Agency for International Development
Attn: James Dubois
Office of Financial Management
M/CFO/CMP/LOC Unit, RRB 7.07-137
1300 Pennsylvania Ave. NW
Washington, DC 20523-7700

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ATTACHMENT A – THE SCHEDULE

A.1 PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide support for the program described in Attachment B to this Cooperative Agreement entitled "Partnership for the Prevention and Treatment of Malaria in the North Rift Valley Province, Kenya."

A.2 PERIOD OF COOPERATIVE AGREEMENT

The effective date of this Cooperative Agreement is September 30, 2009. The estimated completion date of this Cooperative Agreement is September 29, 2012.

A.3 AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1. The total estimated amount of this Cooperative Agreement for the period shown in A.2 above is \$1,482,202.00.
2. USAID hereby obligates the amount of \$540,000.00 for program expenditures during the period set forth in A.2 above and as shown in the Budget below. The Recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.
3. Payment will be made to the Recipient by Letter of Credit in accordance with procedures set forth in 22 CFR 226.
4. Incremental funds up to the total amount of the Agreement shown in A.3.1 above may be obligated by USAID subject to the availability of funds, satisfactory progress of the program, and continued relevance to USAID program objectives.

A.4 COOPERATIVE AGREEMENT BUDGET

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.

TOTAL BUDGET

9/30/2009 to 9/29/2012

Cost Element	USD
Direct Costs	\$1,231,781.00
Indirect Costs	\$250,421.00
Total Federal	\$1,482,202.00
Cost Share	\$73,091.00
Total Program	\$1,555,293.00

A.5 REPORTING AND EVALUATION

1. Financial Reporting

The Recipient shall submit one original and two copies. Financial Reports shall be in keeping with 22 CFR 226.

2. Program Reporting

The Recipient shall submit one original and two copies of an annual performance report to, the Agreement Officer's Technical Representative (AOTR). Annual performance report guidelines will be provided to the recipient post award.

In addition, the recipient shall submit quarterly project updates to the AOTR 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 shall submit the original and one copy to M/FM, the Agreement Officer (if requested), and the AOTR 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>.

The AOTR will provide more information regarding the final performance report.

A.6 INDIRECT COST RATE

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
Overhead	20.33%	1/	1/	1/

1/Base of Application: Total direct cost excluding in-kind and donation expenses.

Type of Rate: Provisional

Period: 01/01/07 until amended

Source: NICRA dated 3/14/2008

A.7 TITLE TO PROPERTY

Property Title will be vested with the Cooperating Country.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of services is 935. The authorized geographic code for procurement of goods is 000.

A.9 COST SHARING

The Recipient agrees to expend cost share of \$73,091.00 as proposed in their cost application.

Please refer to Section A.4, Cooperative Agreement Budget for detailed cost share information.

A.10 SUBSTANTIAL INVOLVEMENT

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

- a. Approval of annual workplans and modifications that describe the specific activities to be carried out under the Agreement;
- b. Approval of specified key personnel assigned to the position listed below. All changes thereto must be submitted for the approval by the Agreement Officer's Technical Representative (AO TR);

Title: Program Director

- 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

The Recipient shall account for Program Income in accordance with 22 CFR 226.24 (or the Standard Provision entitled Program Income for non-U.S. organizations). Program income is not anticipated under this Program; but, if accrued, shall be added to the Program.

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 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 NON-FEDERAL AUDITS

In accordance with 22 C.F.R. Part 226.26 Recipients and subrecipients are subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Recipients and subrecipients must use an independent, non-Federal auditor or audit organization which meets the general standards specified in generally accepted government auditing standards (GAGAS) to fulfill these requirements.

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 AOTR 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, which is attached (Attachment E).

-End of Schedule-

Attachment B – PROGRAM DESCRIPTION

1. Executive Summary

Program Location: West Pokot, North Pokot, Central Pokot, Trans Nzoia East, and Marakwet Districts; North Rift Valley, Kenya

Proposed Start and End Dates: September 30, 2009 – September 29, 2012

Level of Malaria Funding Requested: \$1, 482,202.00 with \$73,091.00 as recipient cost-share contribution

Estimated Total Population and Beneficiary Numbers: a) Children under 5: 176,046 b) Pregnant Women: 41,667 c) People Living with HIV/AIDS: 48,631 d) Poorest (percent in lowest DHS wealth quintile): 214,951 e) Internally displaced: 0

Project Objectives: The goal of the proposed Partnership for the Prevention and Treatment of Malaria project is to reduce morbidity and mortality from malaria in five districts of Kenya, by promoting community adoption of positive prevention and care-seeking behaviors and by strengthening community access to quality prevention and treatment services. This goal will be achieved by working towards three inter-related objectives:

1. Build the capacity of communities, local organizations and CHWs to promote sustainable prevention and care seeking behavior.
2. Build the capacity of 21 target facilities and five District Health Management Teams (DHMTs) to deliver appropriate prevention, diagnosis, and treatment services.
3. Strengthen systems to support long-lasting insecticide treated net (LLITN) distribution and use in the five districts to decrease malaria transmission, particularly for pregnant women and children under 5 years of age.

Key Activities:

- Train community health workers to deliver malaria prevention and care-seeking messages at the household level, in line with the National Community Strategy.
- Support partner community-based organizations to conduct social behavior change campaigns about malaria prevention and care-seeking.
- Provide training to staff at private pharmacies in the community on updated malaria treatment and prevention guidelines.
- Support DHMTs and other MOH partners to train providers at partner facilities on updated guidelines for ACT treatment for malaria and for intermittent preventive treatment in pregnancy (IPTp) and conduct follow-up facilitative supervision.
- Through facility-based Malaria Managers, provide ongoing clinical mentoring to malaria providers and support targeted improvements in diagnostics, data and inventory management of drug supply at partner health facilities.
- Support West Pokot to establish an epidemic surveillance system.
- In partnership with Population Services International (PSI),¹ deliver over 65,000 LLITNs to households in the program location.

Rationale for Program: The program responds in a locally appropriate way to gaps and needs identified in the PMI-endorsed Malaria Operational Plan (MOP) for Kenya in a location that is comprised of endemic and epidemic-prone malaria zones. The program is designed to work closely with a constellation of partners, and will support and build the capacity of these partners to address persistent gaps in community knowledge, poor adoption of malaria prevention behaviors, limited provision of IPTp, and poor diagnostic and case management practices.

¹ Note: No program funds will be sub-granted or paid to PSI, which does not meet the criteria for a New Partner.

4. Project Context/Description of Existing Gaps

4.1 Overview: The proposed program location is five districts in the Northern region of Rift Valley Province, as it is large enough to be divided into two administrative sections, North and South. The Northern Rift has poorer health and development indicators than the Rift Valley as a whole.² The population is predominately poor, rural, and marginalized with limited access to health services due in part to poor infrastructure, including few roads, a weak communications network and little transportation. According to the 2003 Kenya Demographic and Health Survey, 40% of the Province's population fall into the bottom wealth quintiles and 89% of households lack electricity. 28.6% of the population has no formal education, with only 3.5 median years of education among those that do. Development statistics are starker for the Pokot districts, where less than 0.5% of households are estimated to have telephone lines or mobile phones. Among MOH facilities, only the District Hospital has a phone line. The 1999 census showed that in the West Pokot District, 8.8% of households had running water, 2.2% had electricity and 24.5% had toilet facilities. In comparison, 30% of households in Kenya in 1999 had running water, 13.5% had electricity, and 82.9% had toilet facilities. The area faces a heavy burden of health problems including high maternal and neonatal mortality, frequent malaria outbreaks, and a growing HIV/AIDS prevalence.

4.2 The Impact of Malaria: Malaria is the leading cause of death in Kenya, killing an estimated 34,000 children every year. Nationwide, malaria accounts for over 30% of annual outpatient consultations and an estimated 170 million days of lost work each year.³ In 2007, only 4.3% of children under five years experiencing fever in Kenya received treatment with artemisinin combination therapy (ACT) within 24 hours and less than half of households owned an ITN.⁴ Most districts in the North Rift Valley Province have either endemic or epidemic-prone rates of malaria and have been selected by the DOMC as high priority locations. Below is a table of the proposed project locations and malaria zone classification, as well as target facilities.

Table 1: Program Location and Partner Facilities

District	Site	Malaria zone	Facility	
West Pokot	Kapenguria	Epidemic-prone	Kapenguria District Hospital	MOH
	Chepararia		Chepararia Health Center	MOH
	Serewo		Serewo Dispensary	MOH
North Pokot	Kacheliba	Endemic	Kacheliba Health Center	MOH
	Konyao		Konyao Dispensary	MOH
	Kacheliba		Kacheliba Mission Hospital	Private
	Amakuriat		Alale Mission Dispensary	Private
Central Pokot	Sigor	Endemic	Sigor Health Center	MOH
	Ortum		Ortum Mission Hospital	Private
	Lomut		Lomut Dispensary	MOH
	Kabichbich		Kabichbich Health Center	MOH
Trans Nzoia East	Kapsara	Endemic	Kapsara District Hospital	MOH
	Kolongoro		Kolongoro Dispensary	MOH
	Cherangani		Cherangani Health Center	MOH
	Suam		Anderson Hospital	Private

² Kenya National Census, 1999.

³ National Malaria Strategy; Division of Malaria Control (DOMC), Ministry of Health, Kenya, 2001.

⁴ Malaria Operational Plan, Division of Malaria Control (DOMC), Ministry of Health, Kenya, 2008.

	Endebess		Endebess Sub-district Hospital	MOH
Marakwet	Kapsowar	Endemic areas around Lake Baringo and Tot	Kapsowar Mission Hospital	Private
	Kapcherop		Kapcherop Health Center	MOH
			Aror Mission Health Center	Private
	Chebiemit		Chebiemit District Hospital	MOH
	Tot		Tot Health Center	MOH

Malaria accounts for 29% of all outpatient consultations, 52% of hospital admissions and nearly 19% of all deaths annually in the three Pokot districts. The malaria incidence rate is 39% in the Pokot districts and 32% in Marakwet district. Although a percentage is not available for Trans Nzoia East, a total of 87,376 cases of malaria were documented there in 2008. For all five districts, health facility staff documented a total of 392,616 cases of malaria in 2008. However, prevention efforts are lacking in all of these areas. The percentage of women receiving two or more doses of IPTp in 2008 was 31% and 28% in the Pokot districts and Marakwet districts respectively. In Trans Nzoia East, only 629 women received one dose of IPTp in all of 2008.⁵ West Pokot, an epidemic-prone malaria zone, experienced two malaria epidemics in 2008, in April through June and again in November through December. The epidemic reached a peak of 17,000 cases in July alone, but health facilities were unable to respond effectively due to poor surveillance systems and insufficient drug supplies.³

4.3 Community Knowledge and Care-Seeking Practices: Families in the program location have developed both healthy and unhealthy practices for addressing the risks associated with malaria and fever. Community members are reluctant to seek services at health facilities for a number of reasons including cost, mistrust and inconvenience. Distances to facilities are often prohibitive; on average, people need to walk three hours to arrive at the nearest facility. Public transport systems are not regularly available and private taxis or buses, if available, are too expensive for most families. Although many health services are free by Kenyan policy, there are usually associated costs such as lab tests, drugs and medical supplies. Finally, there is some distrust of health care providers. This is particularly true in remote areas where facilities rely on health staff who don't speak the local language and come from other areas of the country. These barriers affect all care seeking behaviors. During community discussions organized by HealthRight International in the three Pokot districts, community members were asked a series of questions, such as "What problems would make you take your child to the health facility?" Most community members responded with severe symptoms such as convulsions, bad breathing, and persistent fever. Others stated that they would go upon the advice of a CHW or a neighbor. There are also several local remedies used by families in these communities for treating fever. Examples include washing the baby with warm or cold water, giving any medicine remaining from a previous prescription, inducing vomiting, seeking advice from a traditional healer/herbalist, cutting the child with a razor and administering herbs, loosening or removing the child's clothes, performing rituals, and giving the child "songowo" (traditional herbs), aloe vera, or "sulan" (fresh cow's milk with herbs). In most cases, respondents stated that they would only bring the child to a health facility if the fever persisted.

4.4 Current Malaria Programs and Services: The Kenyan NMS set targets for improvements in malaria treatment and prevention. The NMS outlines four strategic approaches:

- Guarantee all people access to quick and effective treatment;

⁵ Ministry of Health utilization data; District Health Management Teams (DHMT); North, Central and West Pokot, Marakwet and Trans Nzoia East Districts; 2008.

- Provide malaria prevention measures and treatment to pregnant women;
- Ensure the use of ITNs for at-risk populations (pregnant women and children <5); and
- Improve epidemic preparedness and response in epidemic-prone areas.

The targets of the plan include: a 30% reduction in the level of malaria illness and death in Kenya by 2006; 60% of women will have two doses of SP for IPTp in the second and third trimesters; 60% of pregnant women will sleep under an ITN. However, to date, most of the indicators and expected results have not been met. In 2008, with support from PMI, the DOMC collaborated on a detailed MOP. Priority areas include:

1. Malaria in pregnancy (MIP): as part of focused ANC (FANC) in collaboration with DRH;
2. Insecticide-treated mosquito net (ITN): distribution by PSI and partnerships with NGOs in educating communities to encourage correct usage;
3. Indoor residual spraying: in 16 districts with support from the Global Fund; and
4. Case management: including monitoring providers to ensure compliance with treatment guidelines, increasing microscopy use, and improved drug supply and logistics systems.

Current international and multilateral organizations supporting the DOMC include Walter Reed Army Institute of Research, PMI, Global Fund, UNICEF, Department for International Development (DfID), and PSI. Besides HealthRight International's activities (Section 2.1), no other partner NGOs or FBOs are working on malaria in the proposed program districts.⁶ In Pokot districts, only 50% of health services are provided through MOH facilities, with faith-based and NGO facilities accounting for an additional 39% of services. In Marakwet, 16% of facilities are operated by FBOs and NGOs. HealthRight International works in partnership both private and MOH facilities. In all cases, facilities are expected to report health statistics to the MOH.

4.5 Existing Gaps in Malaria Prevention and Treatment: This proposed project targets gaps identified by HealthRight International, DOMC and others, summarized here. The DOMC does not yet implement PMI-supported activities in the five target districts. DHMTs in these districts recognize the importance of malaria control, but have scant resources and are limited in their capacity to ensure appropriate preventive care or treatment. At the district level, only a few providers are dedicated to malaria prevention or treatment. Major gaps identified by DHMTs and the Coordinator for Malaria Control in the Pokot region are poor control of malaria medications, low staffing levels, high staff turnover, insufficient ITNs, and a lack of resources for indoor residual spraying.

The MOP states a number of important gaps or challenges which hinder national progress against malaria. First, there have been barriers to achieving expected results in the area of MIP. In 2008 only 12% of pregnant women in Kenya received two doses of sulfadoxine-pyrimethamine (SP) prior to delivery. The MOP cites numerous reasons for this, including poor roll-out of FANC, barriers to procuring SP, and late attendance of ANC. Therefore, progress in MIP issues is identified as a primary priority. Through the PMNH project, HealthRight International has begun addressing the ramifications of these gaps in the Pokot districts. The proposed program will enable the expansion and coordination of these efforts across the program location. Another gap is poor case management, hindered by weak local health systems. Although updated malaria treatment guidelines were rolled out in 2006, training of providers proved ineffective in changing practices. The MOP calls for closer supervision of health staff and emphasizes the need for better drug consumption data

⁶ In 2006, UNICEF distributed nets in response to a malaria epidemic in West Pokot.

and inventory management at the facility level. Only an estimated 1% of district consumption data arrives at the national level; since the Kenyan Medical Supply Agency operates on a “push” system, reliable data is essential for effective functioning. Finally, there is a substantial gap in ITNs availability, amounting to a projected shortage of over 10 million nets in 2009. Nets that are distributed are not always used or used appropriately.

4.6 Gender-Specific Approaches: By working with staff and partners who are familiar with the proposed project location, HealthRight International will ensure that strategies and messages reach equitably across genders as well as socioeconomic status. This initiative will benefit from lessons learned through HealthRight International’s four years of previous community experience in North Rift Valley. Achieving success in the PMNH and HIV/AIDS projects has hinged upon the ability of staff to change attitudes in men who are important decision makers in women’s care seeking behavior.

5. Program Strategy and Interventions

5.1 Goals and Objectives: The **goal** of the proposed Partnership for the Prevention and Treatment of Malaria project is to reduce morbidity and mortality from malaria in five districts of the North Rift Valley Province of Kenya, by promoting community adoption of positive prevention and care-seeking behaviors and by strengthening community access to quality prevention and treatment services. This goal will be achieved through collaboration among DHMTs, health facilities, community organizations, and NGOs, working towards the sustainable achievement of three inter-related objectives:

1. Build the capacity of communities, local organizations and CHWs to promote sustainable prevention and care seeking behavior.
2. Build the capacity of 21 target facilities and five DHMTs in Marakwet, Trans Nzoia East, and North, Central and West Pokot districts to deliver appropriate prevention, diagnosis, and treatment services.
3. Strengthen systems to support LLITN distribution and use in the five districts to decrease malaria transmission, particularly for pregnant women and children under 5 years of age.

5.2 Detailed Program Activities by Objective:

Objective 1: Build the capacity of communities, local organizations and CHWs to promote sustainable prevention and care seeking behavior.

The MOP recommends strengthening community interventions as the most important step in making progress on all priorities. HealthRight International will utilize CMs to help link the key activities described below, by working with MOH-supported CHWs, organizing capacity building sessions with CBOs, and assisting with BCC message development.

a. Support for the National Community Strategy (NCS): Beginning in 2007, the MOH established an ambitious program to provide every household in Kenya with basic health services through the identification and training of thousands of CHWs. According to the NCS, volunteer CHWs are to receive several weeks of health training on the entire essential health package including MNH, malaria, HIV/AIDS, tuberculosis, and child health. The NCS stipulates that trainings are to be supported by national and international NGOs partnering with DHMTs. Each CHW is responsible for providing home visits to 20 households and providing general health information, referrals and basic health care. Each community strategy unit is defined as 1,000 households served by 50 CHWs who are supervised by a CHEW from a health facility. In addition to the cadre of CHWs, each unit is to elect a CHC which is responsible for supporting CHWs in the community, mobilizing the

community for organized health activities and liaising with Health Facility Management Committees (HFMC), which oversees facility operations and fundraising. CHCs report to the local administration on important health or social issues, such as disease outbreaks or an increase in violence. In this way, CHCs support information flow between communities, facilities and CBOs. Beginning in 2008, HealthRight International agreed to partner with the DHMT in the Pokot districts to assist them in the rollout of the NCS. HealthRight International is responsible for training of the first five units of CHWs in the Pokot districts on MNH topics.

In the proposed initiative, HealthRight International will work with 21 units throughout the five districts in malaria activities. Each unit will be all or part of the catchment areas of the 21 target health facilities. CHWs in each unit will be trained to impart malaria prevention and care-seeking messages at the household level and provide appropriate referrals to facilities for malaria diagnosis and treatment. CHWs will promote improvements in household behaviors regarding the correct usage of LLITNs, early attendance at ANC for IPTp, and a decrease in the time before treatment for children under 5 with fever. Household malaria case management by CHWs is a gray area, because of conflicting statements in different policy documents. Pending discussion with and approval by DOMC and DHMT partners, the initiative will select one or more units to pilot the provision of case management at the household level. Collaborating with DHMTs and health facility staff, HealthRight International will train 50-100 CHWs to effectively diagnose malaria and provide anti-malarial medication in their households. If successful, pilot data will be used to advocate for household case management to be formally integrated into CHW functions in cooperation with DOMC. Finally, CHWs will be essential in monitoring LLITN use. Incorrect usage of LLITNs has been widely identified as hindering malaria prevention. In West Pokot, an epidemic-prone zone, the CHWs will be particularly focused on LLITN use to curb outbreaks.

b. Bolstering Social Behavior Change (SBC): Behavior change within communities requires comprehensive and coordinated BCC campaigns so that identical messages are received through a variety of media. In order to launch effective campaigns that can contribute to sustained behavior change, HealthRight International will build the capacity of CHCs to serve as a coordinating body for all community-level malaria activities. The proposed initiative will provide members of active CBOs with trainings in malaria and in SBC techniques. Organizations will be asked to submit proposals for coordinated BCC campaigns, and to identify innovative opportunities, venues and media for the dissemination of messages. CBOs and CHCs will further be encouraged to leverage resources through private businesses in their districts, as has been done in the PMNH project. The proposed initiative will provide small grants to support the three most viable and innovative campaigns in each district. CHCs will ensure that all activities are coordinated in their districts and new ideas are shared among partners. CMs will be responsible for documenting BCC campaign activities. The initiative aims to instill ownership of SBC activities with the CHCs, and will provide management training to CHCs to ensure their capacity to sustain malaria BCC efforts beyond the project's life cycle.

c) Training to Private Pharmacists: Many community members purchase anti-malarial medication over the counter and private pharmacists often provide advice on malaria treatment. Therefore, it is essential to assist them to be responsible providers of care. In each district headquarters, Malaria Managers (MMs - see Obj. 2) will convene a series of discussions with private pharmacists to discuss their malaria medications and practices. The project will provide a training on updated malaria treatment guidelines and MMs will be responsible for monitoring changes in dispensing practice.

Objective 2: Build the capacity of 21 target facilities and five DHMTs in Marakwet, Trans Nzoia East, and North, Central and West Pokot districts to deliver appropriate prevention, diagnosis, and treatment services.

As cited in the MOP, many health providers have not received adequate training on updated malaria treatment and prevention guidelines. This has limited progress in provision of IPTp during pregnancy and ACT for children under 5 with fever. At the same time, the MOP recognizes that training is insufficient for changing practices. HealthRight International's comprehensive approach to capacity building will combine formal training with ongoing mentoring of providers and facility support to overcome persistent systems challenges which plague them on a daily basis.

a. Formal Training: HealthRight International will support DHMTs and other MOH trainers to deliver the necessary training on updated guidelines for ACT treatment for malaria and for IPTp as a part of focused ANC (FANC). Trainings will build on 2007 HealthRight International -organized FANC training for 100 providers, including IPTp. Facilities targeted for training range from hospitals to dispensaries, ensuring that adequate services are available at the facilities closest to community members.

b. Facility Supervision: HealthRight International will support DHMTs to monitor uptake of new skills among providers. By MOH policy, the DHMT is responsible for conducting quarterly monitoring visits to each facility in their district, however these visits are not happening. HealthRight International has experience supporting DHMTs to conduct better supervision; for example, through scheduling and costing quarterly field visits as a part of their annual operations and budget planning process. This project will support DHMTs to develop supervision systems across the program location, with a focus on malaria services, and provide transitional support to overcome immediate logistical constraints such as fuel costs.

c. Clinical Mentorship: HealthRight International already supports HIV/AIDS services in all districts in the proposed program location through clinical mentors who work in facilities in tandem with MOH providers. As MOH clinicians develop familiarity with treatment protocols, mentors relinquish responsibility for patients and serve primarily to offer advice, assist with case management and address systems needs such as HMIS and drug management. This project will apply this successful model to improving services for malaria prevention and treatment. MMs assigned to each district will mentor staff at partner facilities in their district through weekly reviews.

d. Health Systems Support: Malaria Managers will assist each facility in their district to improve essential systems and infrastructure to overcome some of the challenges identified in the MOP. In facilities located in the Pokot districts, the PMNH project has assisted in the establishment of facility-based quality assurance/quality improvement (QA/QI) Committees which take responsibility for identifying priority service concerns and finding a means of addressing them. In the proposed initiative, Malaria Managers will work with existing QA/QI committees, and with HFMCs in other facilities, in effecting these changes. Examples of potential systems activities may include:

- **Improved diagnostics**: The MOP identifies better diagnosis of malaria as a prerequisite for improving case management. Lack of well-trained laboratory staff, microscopes and supplies are all barriers to malaria diagnosis. With strengthened diagnostic capacity, providers can ensure more appropriate treatment regimens and have better control over their drug supplies. The Malaria Managers and other project staff may support these improvements by identifying training

opportunities, provision of microscopes to the most under-equipped facilities or improving inventory control of laboratory supplies.

- Improved data: Poor information systems were identified as a major challenge in the MOP, particularly regarding drug management. By reviewing HMIS registers and forms weekly, Malaria Managers will support facilities to report data in a timely manner. This will assist DHMTs to advocate for additional resources from the province to their districts. The HealthRight International-developed Decision Management Tool (see e., below), aggregating health indicators, will also help facilities and DHMT review malaria data and request supplies accordingly.
- Improved Inventory Management and Drug Supply: The Malaria Managers and local project staff will assist all 21 partner health facilities and the five DHMTs on improved inventory management and drug control. The Malaria Managers will be responsible for working with pharmacy staff to monitor drug supplies appropriately and raise concerns within the MOH.

e. Epidemic Preparedness for West Pokot District: The MOP and the NMS emphasize the importance of meeting the needs of epidemic-prone malaria zones such as West Pokot, which experienced two epidemics in 2008. Kapenguria and Lelan Divisions of West Pokot District are located in highlands surrounded by lowland endemic malaria zones. Because the highland populations are less immune to malaria than the populations in the endemic zones, they are more susceptible to epidemics during peak malaria seasons. Outbreaks are exacerbated if the health facility is unprepared to deal with such an increase and it fails to respond quickly and appropriately, as was the case unfortunately in recent epidemics.

The PMNH project has been working intensely with health information officers at the district and health center levels to improve their collection, reporting and use of data. As a result, health facility data reporting in the Pokot districts has doubled from about 45% to 89%. HealthRight International has also provided the DHMT with a Decision Management Tool, a database modeled on the MOH HMIS. For the first time, population data for each catchment area is being entered into the database allowing for the calculation of mortality, morbidity, case fatality, and disease incidence rates. With this previous experience, HealthRight International is in a unique position to establish a surveillance system for monitoring malaria case rates weekly, to provide an early warning system for rising epidemics and increase the time available for health facilities to respond. Responses could include partner CBOs' intensifying activities to awareness about malaria risk as well as increase in ITN distribution by CHWs in epidemic-prone areas. Health facility staff would also be alerted to the problem to increase diligence in treating fevers quickly and appropriately. The Malaria Managers will also work with the Pokot DHMTs to secure and maintain a safety stock of ACT and SP for use during an epidemic.

NOTE: All proposed facility-based interventions are essential to ensuring that community members who adopt positive malaria prevention and care-seeking behaviors receive adequate services when they access the health system. Without improved provider, facility, and supervisory capacity, the North Rift Valley districts will not be able to address the malaria burden faced by community members, particularly pregnant women and children under 5.

Objective 3: Improve the system of mosquito net distribution in the five districts to decrease malaria transmission, particularly for pregnant women and children under 5 years of age.

To address ITN shortages in the Pokot districts, which pose significant problems, HealthRight International is already working with PSI, contracted by the DOMC to distribute free ITNs across

Kenya, to provide LLITNs to all health facilities. HealthRight International has ensured that each CHW already trained as part of the PMNH project is provided with LLITNs in their health kits. CHWs trained by HealthRight International promote the correct use of LLITNs at the household level. LLITN use is also demonstrated through HealthRight International /ELCK MNH outreach clinics. Through the proposed initiative, HealthRight International will build on this, collaborating with PSI and the DMOC to expand these activities into all five districts. HealthRight International will provide warehouse facilities and transport for free LLITNs in the five districts. HealthRight International will be responsible for distribution of LLITNs to facilities, at which point facility staff will distribute nets to patients, targeting pregnant women and children under 5. CHWs will also be supported to distribute nets directly to households. Together, this will facilitate the supply and correct usage of 65,000 nets annually.

6. Performance Monitoring and Evaluation

6.1 Baseline Assessment and Endline Evaluations: Five target PMI outcome indicators will be monitored through baseline and end line surveys. Baseline data for four of these have been collected through a household Knowledge, Practices, and Coverage (KPC) survey performed by the PMNH project in the Pokot districts in late 2008:

- % of women who have completed a pregnancy in the last two years who have received two or more doses of SP for IPTp during that pregnancy;
- % of pregnant women sleeping under ITN the previous night;
- % of children <5 sleeping under ITN the previous night; and
- % of pregnant women and children under 5 sleeping under an ITN the previous night.

HealthRight International will collect baseline data on the % of children with fever receiving ACT treatment within 24 hours in the Pokot Districts. HealthRight International will also conduct surveys to collect data on these five indicators in Marakwet and Trans Nzoia East in the first two months of the project, using local surveyors already trained in household survey techniques, who will be supervised by a local survey manager and by the Malaria Project Director. PMNH project staff will develop sampling methodology using Lot Quality Assurance Sampling techniques and to analyze the resulting data using SPSS. The PMNH project has scheduled another KPC survey for September 2010. This will afford HealthRight International the opportunity to review malaria indicators in the Pokot districts at that time and use the information to revise the project strategy if necessary. HealthRight International will contract with an external expert to collect endline data on all target PMI outcome indicators. This consultant will perform a project evaluation, including thorough review of monitoring data (described below) and discussions with staff and partners.

The M&E Table summarizes other process/outcome indicators, their sources and frequency.

OBJECTIVE 1: 1. Build the capacity of communities, local organizations and CHWs to promote sustainable prevention and care seeking behavior.				
Interventions	Indicator	Indicator	Frequency	Data Source
General	% of focus group members reporting having heard project messages	OUTCOME	Annually	Annual Focus Group Discussions
	% of focus group members responding that malaria should be treated with anti-malarial medication within 24 hours	OUTCOME	Annually	Annual Focus Group Discussions in 21 locations

CHCs Coordinate Local Partners to Conduct SBC Campaign	% of Community Strategy units with functioning CHCs (held mtgs at least once in the last quarter)	PROCESS	Quarterly	Community Mobilizer (CM) Reports
	% of CHC members in 21 target units trained in malaria prevention and treatment	PROCESS	Bi-annually	Training Reports; CM Reports
	# of partner CBOs trained in malaria prevention and treatment	PROCESS	Bi-annually	CM Reports
	# of partner CBOs receiving financial support for SBC campaigns through HealthRight International	PROCESS	Bi-annually	CM Reports
	# of partner CBOs reporting to the CHCs for coordination purposes	PROCESS	Quarterly	CM & CBO Reports
	# of malaria community events organized	PROCESS	Quarterly	CM & CBO Reports
	# of community members participating in malaria events	OUTCOME	Quarterly	CM & CBO Reports; CHC Mtg Minutes
CHWs Conduct Home Visits	% of CHWs in 21 target units trained in malaria prevention and treatment	PROCESS	Bi-annually	Training Reports; CM Reports
	% of households in targeted communities visited by CHWs	PROCESS	Monthly	CHW reports; CM Reports
	# of referrals to the health facility for malaria treatment and IPTp	PROCESS	Quarterly	CHW reports; CM Reports
	# of referrals received at the health facility for malaria treatment and IPTp	OUTCOME	Quarterly	Health Facility Register
Private pharmacies adhere to malaria guidelines	# of staff from private pharmacies trained on malaria diagnosis and treatment	PROCESS	Bi-annually	Training Report
	% of trained private pharmacists that report changing dispensing practices for	OUTCOME	Monthly	Malaria Managers Monthly Reports
OBJECTIVE 2: 2. Build the capacity of 21 target facilities and five DHMTs in Marakwet, Trans Nzoia East, and North, Central and West Pokot districts to deliver appropriate prevention, diagnosis, and treatment services.				
Interventions	Indicator	Indicator	Frequency	Data Source
Facilities provide Malaria treatment according to Guidelines	% of health care providers trained in malaria treatment and IPTp	PROCESS	Bi-annually	Training Report
	# and % of lab techs trained in microscopy diagnosis of malaria	PROCESS	Bi-annually	Training Report
	% of target facilities with functioning microscopes	PROCESS	Annually	Malaria Managers Monthly Reports
	% of diagnoses by microscopy	OUTCOME	Bi-annually	Health Facility Data
Improved facility reporting and utilization of data	% of HFs that submitted monthly report on time	OUTCOME	Quarterly	Health Information Officer Reports
	% of health facility monthly reports with all required sections completed	OUTCOME	Quarterly	Health Information Officer Reports
	% of health facilities conducting weekly reviews of the malaria data	PROCESS	Monthly	Malaria Managers Monthly Reports

Facilities receiving supervision	% of facilities receiving quarterly facilitative supervision visit	OUTCOME	Quarterly	Malaria Managers Monthly Reports
Functioning Malaria supply chain systems	% of health facilities reporting stock outs of malaria drugs	OUTCOME	OUTCOME	Malaria Managers Monthly Reports

OBJECTIVE 3: Strengthen systems to support LLITN distribution and use in the five districts to decrease malaria transmission, particularly for pregnant women and children under 5 years of age.

Interventions	Indicator	Indicator	Frequency	Data Source
Distribution of nets	# of nets distributed to households	PROCESS	Annually	Health Facility and CHW Reports
	% of health facilities receiving nets prior to peak malaria season	PROCESS	Annually	Health Facility and CHW Reports
Proper use of nets	% of households visited correctly using their ITN in the household	OUTCOME	Annually	CM Reports

6.2 Collecting Community Information: Community Mobilizers (CM) will be trained in organizing community focus group discussions annually, to collect information on knowledge about malaria prevention and treatment. HealthRight International has already trained CHWs in Pokot districts to collect information from households, and will expand this to the remaining two districts, training CHWs to incorporate malaria-related reports into their monthly data gathering. CHW reports include information about referrals to health facilities, pregnancies and deliveries in their units, and the number of households visited each month. CMs will be responsible for reporting monthly on indicators of the status of CHCs' functioning, SBC activities implemented by CBO partners, and the number of HealthRight International -trained providers and CHWs retained in their roles.

6.3 Monitoring of Facility Progress: Malaria Managers will be responsible for monitoring facility-based activities in their district. They will submit biweekly reports to the Project Director that include information on visits conducted with the DHMT, trainings provided, microscopes delivered, and the status of the malaria drug supply. Malaria Managers will be working at the facilities to conduct quarterly reviews of their HMIS data; HealthRight International will have access to information about diagnoses made through microscopy and, with the district HMIS officer, be able to determine the completeness and timeliness of HMIS reports.

6.4 Net Distribution and Usage Data: Through the established DOMC and PSI inventory management system, HealthRight International will receive the health facility LLITN distribution reports for submission to PSI as a part of our partnership. The CHW reports will document the number of nets distributed and the number of households visited that exhibited correct usage of the LLITNs.

Attachment C – BRANDING STRATEGY AND MARKING PLAN

Submitted to: USAID – Malaria Communities Program (MCP)
Submitted by: HealthRight International
Program: **Partnership for the Prevention and Treatment of Malaria in North Rift Valley Province, Kenya**
Program Period: October 2006– September 2010
Location: North Rift Valley, Kenya
Date Submitted: February 06, 2008
CONTACT: **Mila Rosenthal, PhD**
Executive Director
Phone: (212) 226-9890
Fax: (212) 226-7026
Email: mila.rosenthal@healthright.org

(1) The public communications, commodities, and program materials that HealthRight will produce as part of the grant agreement which will visibly bear the PMI logo include:

(i) Program Sites:

- NOTE: As the focus health facilities already exist, they will not be marked with the PMI logo or HealthRight International identity.

(ii) Reports, papers, publications, and other promotional, informational, media, or communications products:

- Press releases will include the PMI logo as well as HealthRight's and that of other donors who require marking (please see HealthRight Branding Strategy for discussion of this). This will include press releases that are posted on HealthRight's website.
- All training materials, curricula, and technical tools and guidelines documents produced by the program will include the PMI logo.
- Any printed community IEC/BCC materials produced by the program will include the PMI logo; however, as described in the Branding Strategy, print materials may be used less frequently in this program due to low literacy in the program area – verbal, community gathering, and other non-formal communication may be more frequently used. In addition, the program will attempt to use existing IEC/BCC materials where appropriate.
- All reports on program activities and results, including those distributed to Kenyan policymakers for advocacy to make new interventions sustainable, will include the PMI logo.

Note: As HealthRight will primarily use data collection tools and forms that have already been developed by the MOH, they will not include either the HealthRight or PMI logo. However, new tools and forms that are developed by PMI for this program will include the identity. HealthRight will advocate for all new tools and forms to be taken up by the MOH representatives in the District, and cannot guarantee that versions of data forms created in the future by MOH representatives will include HealthRight and/or PMI logo.

(iii) Events such as training courses, workshops, and other public activities:

- **Trainings:** The program will conduct numerous training courses and workshops for a number of different groups (including CHWs, Community Partners, CHC members, healthcare workers and DHMT officials etc.). Such trainings and workshops will be marked with a banner that will clearly identify the program and include the PMI logo (training materials used at such trainings have already been noted above).
- **SBC Events:** The program will be disseminating key SBC messages through events and activities organized by Community Partners who will receive small grants to conduct SBC campaigns. Community Partners receiving grants will receive a banner including the PMI logo to display at all public events they host. All SBC events directly organized by HealthRight will be marked with a banner including the PMI logo. Some small events where messages are disseminated, such as Chief's *brazas*, informal gatherings held in private homes, may not be marked if it is deemed culturally inappropriate

(iv) All commodities:

- Equipment purchased for the focus health facilities, including exam tables and other furniture/equipment of a size and durability to be appropriate for identity marking.
- Vehicles purchased with support from the American people will be marked with the PMI logo.
- Insecticide-Treated Nets (ITNs) – HealthRight will encourage health facilities to subscribe to PSI's Insecticide-Treated Net (ITN) program, through which facilities directly purchase nets from PSI, in order to resell them to patients. HealthRight is not planning to directly purchase ITNs. If this changes, due to baseline research findings, it will be noted in our Direct Implementation Plan. HealthRight would then take responsibility for marking any commodities that we directly purchase.
- Any promotional materials (T-shirts, hats, etc.) produced specifically for an event or activity for this program will bear will include the PMI logo as well as HealthRight's and that of other donors who require marking.

(2) Table specifying:

- (i) the program deliverables that the recipient will mark with the PMI logo,
- (ii) the type of marking and what materials the applicant will be used to mark the program deliverables with the PMI logo,
- (iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

Program deliverables for marking:	Marking Type & Method	Year(s)	Quarter(s)	Marking Location
CHW Malaria Training	PMI logo on training materials, certificates for completion of training, and banner.	1, 2	Y1, Q2 through Y2, Q1 (Jan – Dec 2010)	On the bottom left of the training materials cover, certificate and banner.

Community Partners – Malaria Training	PMI logo on training materials, certificates for completion of training and banner	1	Y1, Q1 through Y1, Q2	On the bottom left of the training materials cover, certificate and banner.
Community Partners – SBC Training	PMI logo on training materials, certificates for completion of training, and banner.	1, 2	Y1, Q4 through Y2, Q4 (Jul 2010 – Sep 2011)	On the bottom left of the training materials cover, certificate and banner.
CHC Organizational Development Training	PMI logo on training materials, certificates for completion of training, and banner.	1, 2	Y1, Q4 through Y 2, Q3 (Jyl 2010 – Apr 2011)	On the bottom left of the training materials cover, certificate and banner.
Malaria Treatment Guidelines Training for Providers	PMI logo on training materials, certificates for completion of training, and banner.	1, 2	Y1, Q3 through Y2, Q1 (Apr- Dec 2010)	On the bottom left of the training materials cover, certificate and banner.
IPTp Refresher Training for Providers	PMI logo on training materials, certificates for completion of training, and banner.	1, 2	Y1, Q3 through Y2, Q1 (Apr – Dec 2010)	On the bottom left of the training materials cover, certificate and banner.
Malaria Microscopy Training for Lab Technicians	PMI logo on training materials, certificates for completion of training, and banner.	2	Y2, Q1 (Oct – Dec 2010)	On the bottom left of the training materials cover, certificate and banner.
Epidemic Preparedness/Surveillance Training for DHMT and Key Facility Staff	PMI logo on training materials, certificates for completion of training, and banner.	1, 2, 3	Y1, Q2 through the end of the project period	On the bottom left of the training materials cover, certificate and banner.
Malaria Training for Private Pharmacists	PMI logo on training materials, certificates for completion of training, and banner.	2	Y2, Q3 (Apr –Jun 2011)	On the bottom left of the training materials cover, certificate and banner.
CHW Award Prizes	Stickers/decals with the PMI logo	1,2,3	Y1, Q2 through the end of the project period (Oct 2010 – Sep	On each prize distributed – where most visible.

			2012)	
IEC/BCC Materials produced by HealthRight	PMI logo printed	2, 3	Y2, Q1 through the end of the project period (Oct 2010 – Sep 2012)	On cover or lower left corner footnote on each copy printed
Promotional materials (t-shirts, hats, etc.)	PMI logo incorporated into the design	1,2,3	Y1, Q2 through the end of the project period (Oct 2010 – Sep 2012)	On each item distributed – where most visible.
Equipment purchased for the focus health facilities	Stickers/decals with the PMI logo	1,2	Y1, Q3, Y2 Q1	On each item purchased – where most visible.
One vehicle and five motorbikes	Stickers/decals with the PMI logo	1	Q1	On the vehicles – where most visible.
Rental truck distributing LLITNs	Removable decal with the PMI logo	1, 2, 3	Annually in Q2 prior to peak malaria season	On the vehicles – where most visible.

(3) Table specifying:

- (i) Program deliverables that will NOT have the PMI logo
- (ii) Rationale for not marking

Program deliverables without marking	Rationale for not marking
Existing IEC/BCC materials developed by MoH or other	Partner CBOs/FBOs will have their own branding.
Data forms and other tools/publications that have already been created by the MOH.	The program needs to promote MOH-endorsed standards and practices in the District; rather than making data forms seem like new impositions by the HealthRight program, HealthRight wants to ensure that they are seen as pre-existing mandates.
Insecticide-Treated Nets (ITNs)	HealthRight is not planning to direct purchase ITNs. ITNs to be distributed through this program will be provided by PSI. HealthRight expects that all commodities produced and distributed by PSI with PMI funds allocated

	following current branding/marketing policy will be appropriately marked by PSI.
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All costs associated with the Marking Strategy, including training materials, certificates for completion of training, banners, and stickers/decals were included in the original budget, under Printing and Photocopying in the Materials/Supplies section and under Supplies and Materials in the Trainings/Workshops section. At this point, HealthRight is not requesting any presumptive exceptions as indicated in the Acquisition & Assistance Policy Directive (AAPD) issued by USAID regarding marking.

**ATTACHMENT D – REQUIRED STANDARD PROVISIONS FOR U.S.,
NONGOVERNMENTAL ORGANIZATIONS**

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

1. APPLICABILITY OF 22 CFR PART 226 (May 2005)

a. All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

b. For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

2. 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]

3. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

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]

4. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

5. AMENDMENT (NOVEMBER 1985)

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

[END OF PROVISION]

6. NOTICES (NOVEMBER 1985)

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

To the USAID Agreement Officer, at the address 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 the effective date of the notice, whichever is later.

[END OF PROVISION]

7. SUBAGREEMENTS (June 1999)

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

[END OF PROVISION]

8. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December 2003)

*Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and

to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, D.C 20503.

[END OF PROVISION]

9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

- a. Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 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 firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists 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:

- (i) 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 and Nationality: The eligibility rules for goods and services based on source 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 Part 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.

(1) For DFA funded awards or when the total procurement element during the life of this 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 Part 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 grantee'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, origin and nationality requirements set forth in 22 CFR Part 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), and
 - (4) "Special Free World" countries (USAID Geographic Code 899).
- d. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

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

[END OF PROVISION]

10. 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:
- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

- (2) Have been convicted within the preceding three-year 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]

11. 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
 - (1) 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]

12. 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]

13. 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]

14. 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 www.usaid.gov/branding 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, audio-visual 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 Contracting Officer's Technical Representative (COTR) 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 30 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 of this 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 Agreement Officer's Technical Representative (AOTR). 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]

15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- 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 grant.
- 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 conventions, 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 grant 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, either under (e) or (f) above, that the services of such employee should 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]

16. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY
(NOVEMBER 1985)

(This provision applies when activities are undertaken outside the United States.)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

17. USE OF POUCH FACILITIES (AUGUST 1992)

(This provision applies when activities are undertaken outside the United States.)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by letter symbol "G")
City Name of post (USAID/ _____)
Agency for International Development
Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

- b. The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.
- c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

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 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 cognizant USAID Technical Office 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 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 AOTR, 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 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 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 travelling. 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 grantee.

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]

19. OCEAN SHIPMENT OF GOODS (JUNE 1999)

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

- a. At least 50% of the gross tonnage of all goods purchased under this agreement 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 for such vessels.
- b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement 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 grantee may request a determination of non-availability from the USAID Transportation

Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee 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 grant.

- 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 Part 202).
- f. Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

[END OF PROVISION]

20. LOCAL PROCUREMENT (April 1998)

(This provision applies when activities are undertaken outside the United States.)

- 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.
- 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 mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
 - (1) 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:
 - (i) 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 mandatory 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 is a supported element.

[END OF PROVISION]

21. 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]

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

1. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

- a. Provisional indirect cost rates shall be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

2. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

- a. The recipient shall provide the USAID COTR 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]

3. PARTICIPANT TRAINING (April 1998)

- a. Definition: 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, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.
- 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 United States 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 EGAT/ED/PT.

[END OF PROVISION]

4. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)
(NOVEMBER 1985)

- a. Except as modified by the schedule of this grant, 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 country 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. 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.
- b. The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.
- c. The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, 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 following requirements:
 - (1) Property Control: The property control system shall include but not be limited to the following:
 - (i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."
 - (ii) The price of each item of property acquired or furnished under this award.
 - (iii) The location of each item of property acquired or furnished under this award.

- (iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.
- (v) A record of disposition of each item acquired or furnished under the award.
- (vi) Date of order and receipt of any item acquired or furnished under the award.
- (vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:

- (i) disclosure of need for and the performance of preventive maintenance,
- (ii) disclosure and reporting of need for capital type rehabilitation, and
- (iii) recording of work accomplished under the program:
 - (A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.
 - (B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.
 - (C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.

d. Risk of Loss:

- (1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):
 - (i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

- (ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:
 - (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or
 - (B) to take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under (b) above;
 - (iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;
 - (vi) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or
 - (v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.
- (2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.
- (3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:
- (i) The lost, destroyed, or damaged cooperating country property;
 - (ii) The time and origin of the loss, destruction, or damage;
 - (iii) All known interests in commingled property of which the cooperating country property is a part; and

- (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (4) The recipient shall make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.
- (5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.
- e. Access: USAID, and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.
- f. Final Accounting and Disposition of Cooperating Country Property: 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 to the Agreement Officer 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.
- g. Communications: All communications issued pursuant to this provision shall be in writing.

[END OF PROVISION]

5. COST SHARING (MATCHING) (July 2002)

- a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.
- b. The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

6. 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) Report is 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 <http://www.state.gov/m/rm/c10443.htm>.

[END OF PROVISION]

7. 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.

These provisions also must be included in the Standard Provisions of any new grant or cooperative agreement to a public international organization or a U.S. or non-U.S. non-governmental organization financed with FY04 HIV/AIDS funds or modification to an existing grant or cooperative agreement that adds FY04 HIV/AIDS.

[END OF PROVISION]

8. 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. home-based 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 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.encapafrika.org) 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 N°: 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 (being amended)

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 22CFR216.

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 PMI-focus 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. home-based 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.

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

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

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 AOTR 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 http://www.afro.who.int/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 AOTR 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://encapafrika.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.int/water_sanitation_health/medicalwaste/wastemanag/en/

Table 2. Summary of Environmental Determinations and Conditions

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
<p>1. Provide information, education and communication (IEC), including household and community mobilization, to support IRS spraying activities</p> <p>2. 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)</p> <p>3. Provide IEC aimed to support appropriate health seeking behavior and increasing early and effective treatment of malaria and treatment adherence</p> <p>4. Support community health workers in malaria community case management (i.e. home-based management of fever) activities and promoting correct and consistent use of ITNs by members of their community</p>	<p>Categorical Exclusion pursuant to 22 CFR 216.2(c)(1) and:</p> <p>a) 22 CFR 216.2(c)(2)(i), for activities involving education, training, technical assistance or training programs;</p> <p>b) 22 CFR 216.2(c)(2)(v), for activities involving document and information transfers;</p> <p>c) 22 CFR 216.2(c)(2)(viii), for programs involving nutrition, health care, or family planning services</p> <p>(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.</p>	<p>No biophysical are interventions involved</p> <p>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.)</p>

Key Elements of Program/Activities	Threshold Determination & 22 CFR 216 Citation	Impact Issues & Mitigation Conditions and/or Proactive Interventions
<p>1. 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</p> <p>2. Partner in the promotion and implementation of bednet retreatment campaigns</p> <p>3. Build malaria prevention and promotional activities on to existing community-based HIV/AIDS programs</p>	<p>Negative Determination with Conditions 22 CFR 216.3 (a)(2)(iii)</p> <p>Deferred: Treatment or retreatment of nets</p>	<p>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 <u>USAID Africa Bureau Programmatic Environmental Assessment for Insecticide-Treated Materials in USAID Activities in Sub-Saharan Africa</u> .</p> <p>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.</p> <p>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).</p>

MONITORING AND COMPLIANCE ASSURANCE

Monitoring and compliance measures

As required by ADS 204.3.4, the MCP AOTR 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.

