



MERLIN

Anna Opanasyuk, Regional Programmes Officer
12TH Floor, 207 Old Street
London, UK EC1V9NR

Reference: The Malaria Communities Program

Subject: Cooperative Agreement No. GHN-A-00-09-00014

Dear Anna Opanasyuk:

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 MERLIN hereinafter referred to as the "Recipient", the sum of \$ 1,468,951.00 to provide support for a program in KENYA entitled "The Malaria Communities Program" and as described in the Schedule of this award and in Attachment B.

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 MERLIN, 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 (the Marking Plan), Attachment D (the Standard Provisions) and Attachment E (Initial Environmental Examination), all of which have been agreed to by your organization.

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

Sincerely,

Jamie A. Beck
Agreement Officer

Attachments:

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

ACKNOWLEDGED:

BY: _____
TITLE: _____
DATE: _____

A. GENERAL

1. Appropriation:	
2. Amount Obligated this Action:	\$ 520,000.00
3. Total Estimated USAID Amount:	\$ 1,468,951.00
4. Total Obligated USAID Amount:	\$ 520,000.00
5. Cost-Sharing Amount (Non-Federal):	\$ 00.00
6. Activity Title:	Malaria Communities Program
7. USAID Technical Office:	GH/HIDN/ID
8. Tax I.D. Number:	N/A
9. DUNS No.:	236851523
10. LOC Number:	N/A

B. SPECIFIC

1. Budget Fiscal Year:	FY 2009
2. Operating Unit:	GH/HIDN
3. Strategic Objective:	All
4. Team/Division:	GH/HIDN
5. Benefiting Geo Area:	997
6. Object Class:	4100201

C. PAYMENT OFFICE

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

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ATTACHMENT A: 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.

A.2 PERIOD OF COOPERATIVE AGREEMENT

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

2. Funds obligated hereunder are available for program expenditures for the estimated period September 30, 2009 to 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.2.1 above is \$ 1,468,951.00

2. USAID hereby obligates the amount of \$520,000.00 for program expenditures during the period set forth in A.2.2 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 Direct Reimbursement 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 of the to the 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.

Budget		
<u>Line Item</u>	<u>Cost Element</u>	<u>Amount</u>
01	USAID Amount	\$ 1,468,951.00
	Total Program Costs	\$ 1,468,951.00

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.cdte.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	8.58%	1/	1/	1/

1/Base of Application: Total Direct Costs
Type of Rate: Provisional
Period: 01/01/07 until amended

A.7 TITLE TO PROPERTY

Property Title will be vested with the Cooperative Country.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of services under this cooperative agreement is 935. The authorized geographic code for procurement of commodities under this cooperative agreement is 000.

A.9 COST SHARING

The Recipient agrees to expend cost share as proposed in their cost application.

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

A.10 SUBSTANTIAL INVOLVEMENT

USAID will be substantially involved for the period of the Cooperative Agreement in the following:

- a. Approval of annual work plans 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 (AOTR);

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

A.12.4 ACCOUNTING SYSTEM SURVEY

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

A.12.5 WORKPLAN APPROVAL PROCESS

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

A.12.6 ENVIRONMENTAL CONCERNS

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

-End of Schedule-

ATTACHMENT B PROGRAM DESCRIPTION

Attachment C
BRANDING STRATEGY AND MARKING PLAN

Organization Marking Plan

Date Submitted: 17/09/2009

Applicant Information:

Office: **Merlin**

Contact Person: **Anna Opanasyuk**

Contact Phone Number: **+44 2070 141625**

Contact E-mail: **anna.opanasyuk@merlin.org.uk**

For a New Award:

USAID Solicitation Number: **USAID M/OAA/GH-09-252**

USAID Solicitation Name (if applicable): **Malaria Communities Programme**

I. PROGRAM DELIVERABLES TO BE MARKED

Organization plans to mark the following with the PMI logo:

B. Public Communications

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

Reports: All the programme reports will have PMI logo on them as well as the PMI standard attribution and disclaimer.

Promotional Materials:

- All the publications covering the programme activities will have a reference to PMI funding and will have PMI logo on it if possible. The marking will also include the standard attribution and disclaimer.
- As a part of the programme, the messaged IEC materials will be used for passing malaria messages, which will also serve as small incentives for CORPs, CHW and other community level actors who participate in project on a voluntary basis. The proposed materials will include malaria messages and PMI logo on them.

Items	Quantity
Kangas with malaria messages and PMI logo	15,000
Exercise books- cover page with malaria message and PMI logo	2500
Umbrella with messages and PMI logo	380
Tote bags with messages and PMI logo	150

Information products: The following printed EIC materials will have malaria messages and PMI logo:

Items	Quantity
Malaria messages on T-shirts	500
Messages on calendars	500
Fliers and posters	2000
Matatu stickers	100
Job aids	500

C. Events

Training workshops

A PMI banner will be used during the trainings held as a part of the programme. The stationary used for the training will have PMI logo on. Verbal acknowledgement of PMI support will also be done in all training workshops.

Training	Number of stationeries
Training of CHWs	260
Training of HWs	86
Training for DHMT	36
Training for commercial drug outlets/private sector	79
Training for religious leaders	79
Training for CSOs/FBOs	343
Training of CHEWs	21

D. Commodities

- Equipment (non Administrative)
- Program Materials (non Administrative)

More information:

II. PRESUMPTIVE EXCEPTION REQUESTS

Organization Requests Presumptive Exceptions listed below for the reasons indicated.

D. Commodities (Non Administrative)

- Supplies (Non Administrative)
- Program Materials (Non Administrative)

Commodities Not To Be Marked:

Presumptive Exception Requested - Reasons:

Explanation:

Table: Summary of Marking Strategy

Program Activity	Program Deliverable	Type of Marking	Material Used for Marking	Location of Marking	When Marking will take place
Training on ITNs, IPTp, and Treatment Protocols	7 trainings	Workbook, banner	PMI logo	Cover page, banner	During the workshop
Mentoring, Support and Supervision	Record keeping, reviewing service delivery data, community level epidemic surveillance and rolling out of the revised National Malaria Control Strategy	Kangas, exercise books, umbrellas and tote bags	PMI logo	On Kangas, cover page of exercise books, umbrellas and tote bags	For incentives for community resource persons
Mass Behavior Change Communication (BCC)	IEC/BCC materials, radio shows, local celebrity road shows	T-shirts, calendars, posters, stickers	PMI logo	On T-shirt, on calendars, on posters and on matatu stickers	During BCC activities

Marking Plan Submitted By :

Anna Opanasyuk

Signature

Signature

Date 12/09/2006

Office: Merlin

Marking Plan Approved By (USAID):

Printed Name

Signature

Date

Office

ATTACHMENT D

STANDARD PROVISIONS

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

See Required as Applicable Standard Provisions for Non-U.S. Nongovernmental Recipients listed under the Mandatory References in ADS 303 at

<http://www.usaid.gov/policy/ads/300/303mab.pdf>, also copied below.

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

1. ***ALLOWABLE COSTS (OCTOBER 1998)***

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

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

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

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

b. Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.

c. It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

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

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[END OF PROVISION]

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

a. The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award

shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.

- b. Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.
- c. Foreign for-profit and non-profit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.
- d. USAID shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.
- e. Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.
- f. The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.
- g. This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

[END OF PROVISION]

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

- a. Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:
 - (1) the recipient receives less than \$120,000 in U.S. Government awards per year;
 - (2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or
 - (3) the depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.
- b. Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.
- c. At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:
 - (1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or
 - (2) USAID has advanced funds to the recipient, but the recipient has not expended them.Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.
- d. USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

[END OF PROVISION]

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

- a. The approved award budget is the financial expression of the recipient's program as approved during the award process.
- b. The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:
 - (1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.
 - (2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.
 - (3) Additional funding is needed.

- (4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
 - (5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.
 - (6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
 - (7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.
- c. If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.
 - d. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

[END OF PROVISION]

5. *TERMINATION AND SUSPENSION (OCTOBER 1998)*

- a. The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.
- b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.
- c. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.
- d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or

part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

- e. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

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

This provision must be included in all subagreements.

[END OF PROVISION]

6. *DISPUTES (OCTOBER 1998)*

- a. Any dispute under this award shall be decided by the USAID Agreement Officer. The Agreement Officer shall furnish the recipient a written copy of the decision.
- b. Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International Development, Office of Procurement, 1300 Pennsylvania Ave, N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.
- c. In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
- d. A decision under this provision by the Assistance Executive shall be final.

[END OF PROVISION]

7. *INELIGIBLE COUNTRIES (MAY 1986)*

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

[END OF PROVISION]

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

- a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:
- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
 - (2) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
 - (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.
- b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

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

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

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

[END OF PROVISION]

9. DRUG-FREE WORKPLACE (JANUARY 2004)

- a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must
- (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (2) Specify the actions the recipient will take against employees for violating that prohibition; and
 - (3) Let each employee know that, as a condition of employment under any award, he or she
 - (i) Must abide by the terms of the statement, and
 - (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
- (i) The dangers of drug abuse in the workplace;
 - (ii) Your policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

(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]

10. NONLIABILITY (NOVEMBER 1985)

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

[END OF PROVISION]

11. AMENDMENT (OCTOBER 1998)

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

[END OF PROVISION]

12. NOTICES (OCTOBER 1998)

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

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

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

[END OF PROVISION]

13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience

significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

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

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

[END OF PROVISION]

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

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

[END OF PROVISION]

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

(a) Definitions

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

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

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

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

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

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

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

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at 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 Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID’s Development Experience Clearinghouse.

(c) Implementation of marking requirements.

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

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within 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 is provision.

(d) Waivers.

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

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

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

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

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

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

[END OF PROVISION]

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

Requirements for Voluntary Sterilization Programs

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

Prohibition on Abortion-Related Activities:

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

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

[END OF PROVISION]

[END OF MANDATORY PROVISIONS]

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

1. PAYMENT – REIMBURSEMENT (MAY 1986)

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

[END OF PROVISION]

2. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

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

- (1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).
- (2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the annual implementation plan (initial or revisions), or amendments to the award; and
- (3) the costs related to the travel are incorporated in the approved budget of the award.

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

b. NOTIFICATION

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

- (i) the primary purpose of the trip is to work with USAID Mission personnel, or
- (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

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

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

- (i) Send a written notice to the USAID Cognizant Technical Officer in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Cognizant Technical Officer to forward the notice to the field.
- (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
- (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
- (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Cognizant Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.
- (v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Cognizant Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

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

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

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

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

e. THE FLY AMERICA ACT

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

f. COST PRINCIPLES

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

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

g. SUBAWARDS

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

[END OF PROVISION]

3. OCEAN SHIPMENT OF GOODS (JUNE 1999)

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

Washington, D.C. 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.

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

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

and

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

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

[END OF PROVISION]

4. *PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)*

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

- a. General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in

the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

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

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

- (i) Recipients avoid purchasing unnecessary items,
- (ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and
- (iii) Solicitations for goods and services provide for all of the following:
 - (A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - (B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - (C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - (D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 - (E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(iv) Positive efforts shall be made by the recipients to utilize U.S. small business, minority owned firms, and women's business enterprises, whenever possible. Recipients of USAID awards shall take all of the following steps to further this goal:

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

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

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

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

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

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

(vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor

integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

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

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

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

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

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

(A) Basis for contractor selection;

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

(C) Basis for award cost or price.

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

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

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

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

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

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

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

[END OF PROVISION]

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

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

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

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

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

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

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

Prior approval will be deemed to have been met when:

- (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, Origin, and Nationality: The eligibility rules for goods and services based on source, origin, and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000 and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g. equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety. A copy will be provided upon request.

(1) For DFA funded awards or when the total procurement element during the life of the award is valued at \$250,000 or less, the following rules apply:

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

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,

- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

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

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

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

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

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941),
- (4) "Special Free World" countries (USAID Geographic Code 899).

- d. If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.
- e. This provision will be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

6. SUBAGREEMENTS (OCTOBER 1998)

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

[END OF PROVISION]

7. LOCAL PROCUREMENT (OCTOBER 1998)

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

[END OF PROVISION]

8. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

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

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

Mailing address:
Document Acquisitions

USAID Development Experience Clearinghouse (DEC)
8403 Colesville Road Suite 210
Silver Spring, MD 20910-6368
Contract Information
Telephone (301) 562-0641
Fax (301) 588-7787
E-mail: docsubmit@dec.cdie.org

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

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

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

[END OF PROVISION]

9. *NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986)*

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

[END OF PROVISION]

10. *REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)*

- a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this recipient.
- b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.

- c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.
- d. The recipient's employees, while in a foreign country, are expected to show respect for its convention, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved, and shall recommend to the recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

11. PARTICIPANT TRAINING (OCTOBER 1998)

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

[END OF PROVISION]

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

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

[END OF PROVISION]

13. PUBLIC NOTICES (JUNE 1993)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical

officer and to USAID's Office of Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

14. PROGRAM INCOME (OCTOBER 1998)

- a. The Recipient shall apply the standards set forth in this Provision to account for program income earned under the award.
- b. Program Income earned during the project period shall be retained by the recipient and, in accordance with USAID regulations, other implementing guidance, or the terms and conditions of the award, shall be used in one or more of the following ways:
 - 1) Added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.
 - 2) Used to finance the non-U.S. Government share of the project or program.
 - 3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the U.S. Government share of costs is based.
- c. When the agreement authorizes the disposition of program income as described in paragraph (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.
- d. If the terms and conditions of the award do not specify how program income is to be used, paragraph (b)(2) of this section shall apply automatically; program income in excess of the cost share amount may be applied in accordance with paragraph (b)(1). Recipients which are commercial organizations may not apply paragraph (b)(1) of this section.
- e. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
- f. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award and they comply with the applicable Cost Principles.
- g. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

[END OF PROVISION]

15. REPORTING OF FOREIGN TAXES (MARCH 2006)

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Reports are required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
 - (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

- d. Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission or FM/CMP as appropriate. see b. below] [optional with a copy to]
- e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- f. For further information see <http://www.state.gov/m/rm/c10443.htm>

[END OF PROVISION]

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

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

[END OF PROVISION]

17. 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.

INITIAL ENVIRONMENTAL EXAMINATION

PROGRAM/ACTIVITY DATA:

Program/Activity Number:

Country/Region: Africa (Global Health Bureau), in President's Malaria Initiative countries

Program Title: Malaria Communities Program (MCP)

Funding Begin: FY 2007 **Funding End:** September 30, 2011

IEE Amendment (Y/N): N

Current Date: March 19, 2007

1.0 BACKGROUND AND ACTIVITY/PROGRAM DESCRIPTION

1.1 Purpose and Scope of IEE

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

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

1.2 Background

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

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

1.3 Description of Activities

The MCP was announced by First Lady Laura Bush on December 14, 2006, at the White House Summit to offer opportunities specifically aimed at fostering new partners, including local community-based and indigenous groups in PMI focus countries. The MCP seeks to award individual small grants to new partners, both US-based and organizations indigenous to Africa 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

1. Angola	2. Benin	3. Ethiopia
4. Ghana	5. Kenya	6. Liberia
7. Madagascar	8. Malawi	9. Mali
10. Mozambique	11. Rwanda	12. Senegal
13. Tanzania	14. Uganda	15. 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 CTO must work with the PMI country teams and the MCP implementing partners to ensure that the risks to humans and the environment are minimized, and that adequate safety precautions are observed, by following the guidance provided in the PEA ITM which can be found on the web at http://www.afr-sd.org/documents/iee/docs/32AFR2_ITM_PEA.doc

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

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

The USAID Bureau for Africa’s Environmental Guidelines for Small Scale Activities in Africa (EGSSAA) Chapter 8, “[Healthcare Waste: Generation, Handling, Treatment and Disposal](http://encapafrika.org/SmallScaleGuidelines.htm)” (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
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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 USAID Africa Bureau Programmatic Environmental Assessment for Insecticide-Treated Materials in USAID Activities in Sub-Saharan Africa .</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.encapafrika.org) and utilize the Minimal Program Checklist (Annex A).</p>

4. MONITORING AND COMPLIANCE ASSURANCE

Monitoring and compliance measures

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

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

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

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

Attachment B
Malaria Communities Program (MCP)
RFA Solicitation Number: USAID M/OAA/GH-09-252

Merlin's Technical Application Submission

**A project for malaria prevention and control
in 5 Districts of Nyanza Province, Kenya**



List of Acronyms

ACT	Artemisinin-based Combination Therapy
ANC	Antenatal Care
AL	Artemether-lumefantrine Combination
APHIA II	AIDS, Population, Health Integrated Assistance, Round 2
AQ	Amodiaquine
BCC	Behavior Change Communication
CBO	Community-based Organization
CHEW	Community health Extension Worker
CHW	Community Health Worker
CORP	Community-owned Resource Person
DFID	Department for International Development
DHMT	District Health Management Team
DHS	Demographic and Health Survey
DOMC	Division of Malaria Control
DRH	Division of Reproductive Health
ECHO	European Commission's Humanitarian Aid Office
FANC	Focused Antenatal Care
GFATM	Global Fund to fight AIDS, Tuberculosis, and Malaria (Global Fund)
HIV/AIDS	Human Immunodeficiency Virus/ Acquired Immunodeficiency Syndrome
IEC	Information, Education, Communication
IPTp	Intermittent Preventive Treatment of pregnant women
IRS	Indoor Residual Spraying
ITN	Insecticide-treated bed net
KEMSA	Kenya Medical Supplies Agency
KENAAM	Kenya NGO Alliance Against Malaria
LLIN	Long-lasting Insecticide-treated bed net
MIS	Malaria Indicator Survey
MOH	Ministry of Health
MOP	Malaria Operational Plan
NMCP	National Malaria Control Programme
OFDA	U.S. Foreign Disaster Assistance
PEPFAR	President's Emergency Plan for AIDS Relief
PMI	President's Malaria Initiative
PSI	Population Services International
RDT	Rapid Diagnostic Test
SHG	Self Help Group
SP	Sulfadoxine–pyrimethamine
ToT	Training of Trainers
UNICEF	United Nations Children's Fund

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Executive Summary (1 point)

Merlin proposes a 3-year project in Nyanza Province, Kenya in response to RFA number USAID M-OAA-GH-09-252, the Malaria Communities Program. The 1.5 million USD being requested will support activities from October 2009 – September 2012 in five malaria epidemic prone districts of Nyanza Province, covering a total population of approximately 1,326,726.

The project aims to contribute to the President's Malaria Initiative goal of reducing malaria-associated mortality by 50%, by targeting 169,557 children under five, 49,028 pregnant women, and 66,382 people living with HIV in Kisii Central, Kisii South, Gucha South, Gucha and Nyamira Districts. This project addresses the National Malaria Control Strategy identified program needs and gaps not currently addressed by malaria partners in-country and draws heavily upon previous Merlin experience in the region with community mobilization, training, and malaria prevention and control.

The project goal is to improve the demand for and utilization of effective malaria prevention and treatment services in the community. Together with its Ministry of Health and local partners, Merlin will support the implementation of the Malaria Operational Plan (MOP) by concentrating prevention efforts on the: 1) increased consistent use of long-lasting insecticide-treated bed nets among pregnant women and children under 5 years; and 2) the increased uptake of intermittent presumptive treatment of malaria in pregnancy with two or more doses of sulfadoxine-pyrimethamine (SP). Treatment efforts aims to 3) improve access to early and effective malaria treatment in line with the national treatment policy. Achieving these objectives will contribute to the reduction of malaria morbidity and mortality.

Mobilizing communities through Community Units and community-based organizations will enhance ownership and local capacity to implement key malaria prevention measures, and practice positive health seeking behavior, including appropriate treatment recommendations. At the same time, training among community health workers, 50 private sector/pharmacy health workers, facility health workers and supervisors will contribute to improved service quality, referral, and responsiveness at level one (community) and within levels 2-3 health facilities. Establishing a referral voucher system, outreach education and mass behavior change communication will contribute to improving community knowledge and equitable access to and timely use of the formal health system.

In this project Merlin will work together with the Kenya NGO Alliance Against Malaria (KeNAAM) to build community mobilization skills among 50 religious leaders, 12 community and faith-based organisations, 20 journalists and 250 community health workers. KeNAAM will also have an important role in national level advocacy and documenting operational research lessons learnt.

Past Performance (4 points)

Since 1999, Merlin has implemented malaria control activities in the Western Highlands of Nyanza Province, Kenya. Merlin is recognized as the strongest partner of malaria control in this geographic area and has successfully linked with vertical programmes (HIV and TB) whilst working on malaria in the past. With funding from ECHO, the Embassy of Finland¹ and Global Fund² round 2 and 4 Merlin has worked closely with the Ministry of Health's Division of Malaria Control (DOMC) and has extremely strong partnerships with local government, provincial administration, District Health Management Teams, as well as the local populations. Merlin is a member of the Kenya Roll Back Malaria Network, plays an active role in the East Africa Roll Back Malaria Network, and was directly involved in the writing of the interagency handbook for malaria control in complex emergencies (WHO, 2006).

Benefiting a total of 253,083 people living in 528 villages, the main goal of Merlin's Global Fund Malaria Programme in Nyanza Province is to sustain a reduction in the level of malaria infection and resulting mortality in Kenya. Merlin has strengthened malaria case management among health workers (using new treatment guidelines) and home-based management of fever among community health workers, advanced dispensing practices by commercial pharmacies, and improved personal protection interventions. Merlin has been heavily involved in implementation of IEC and behavior change communication (BCC) programs. Innovative approaches such as local celebrity road shows and theatre groups have successfully engaged rural populations, service providers, and school health clubs. Some key achievements are: training 168 CHWs, retreating 4,000 nets, distributing 7500 LLINs, training and supervising IRS teams that covered over 28,000 households, and improving surveillance of clinical malaria. From 2003 to 2005, Merlin provided seed funds, training, and supervision to Bamako Initiative groups to enable them to increase and sustain community access to ITNs and anti-malaria drugs. Lessons learnt from these interventions have informed this malaria community project proposal.

In addition, Merlin has implemented a countrywide Global Fund supported malaria programme in Somalia since 2004, with management and support from the Nairobi office. Merlin's key role is provision of technical coordination and support, including emergency preparedness, to all malaria partners and the Ministries of Health of Puntland State of Somalia and Somaliland. Merlin played an active role in developing malaria treatment guidelines, surveys, operational research, data analysis, and IEC activities along with other key partners. Currently, Merlin is the co-chair of the multi-partner Health Cluster for Somalia.

Merlin's Organization Capacity (10 points)

Merlin is a specialist UK charity which responds worldwide with vital healthcare and medical relief for vulnerable people, particularly in underserved and under resourced areas, experiencing natural disasters, conflict, disease and health system collapse. Founded in 1993 under the British Charities Act, each year, Merlin helps more than 15 million people in up to 20 countries, many

¹ In partnership with ICIPE, 2003 project implementation focused on the following divisions: Mosocho and Kiamokama – Kisii District, Ogembo and Sameta – Gucha District

² Global Fund implemented in Masaba division – Kisii District, Kenyena division Gucha District, and Nyamayia division of Nyamira District.

of which are considered to be “fragile states” in which governments are either unable or unwilling to provide basic services for large numbers of their citizens.

Merlin has been operational in Kenya since 1998 with an overall objective in Kenya to contribute to a reduction of health inequalities and the reversal in the current downward trend in health related indicators. Merlin does this by continuing to build on lasting, working relationships with communities and local partners; supporting the strengthening of the Kenyan health system; approaching health problems with innovative interventions; developing answers to key practical questions through operational research; and, using the lessons learned at local levels to feed into national-level programming, planning, and policy development. Merlin maintains offices in both Kisumu and Kisii in Nyanza Province, North Eastern Province (Wajir) and Rift Valley Province (Lodwar). Merlin’s regional office in Nairobi also manages programs in Somalia and provides support to South Sudan.

Merlin Kenya has a portfolio of 15 projects, with an annual budget of approximately USD 3.5 million, operating in three geographic regions: Lake Victoria, the Western Highlands and the Arid and Semi Arid regions of northern Kenya. In Nyanza Province, Merlin is a sub-recipient of Global Fund round 2 and 4 malaria programme, with Round 4 annual budget of USD 257,584. Merlin’s 2008 PEPFAR funded budget for the Kenya HIV/AIDS and TB Program is USD 678,978 and supports expansion of antiretroviral treatment, palliative care, and diagnosis and treatment of TB-HIV co-infection in Western Highlands and awareness raising and mobile counselling and testing in Turkana district of Rift Valley Province. Other projects being implemented by Merlin in Kenya include a £712,638 (approximately US\$ 1 million) DFID-funded health and nutrition project; a Euro752,786 (approximately US\$ 1 million) ECHO funded health and nutrition project in Wajir district of North Eastern Province; and a UNICEF supported emergency health provision project for internally displaced persons in the Rift Valley Province.

Project Partners, Relationship with Kenyan Government

Merlin has over the years cultivated excellent working relations with the Ministry of Health and has worked closely with the DOMC in implementing the Kenya National Malaria Strategy 2001-2010. Merlin has vast experience working with local administration (Chief’s and Assistant Chiefs) to mobilize communities and is respected by local and district health authorities. A major stakeholder for this proposed project is the Ministry of Health at all levels, ranging from the DOMC, as well as the Divisions of Child Health and Reproductive Health at national level, to the Community Units at sub-location (village) level, and level 2 and 3 - dispensaries and health centres. As such, five District Health Management Teams within Nyanza Province have discussed this proposed project and will be part of the Project Advisory Committee to approve project design, implementation, and monitoring (see page 15).

Kenya NGO Alliance Against Malaria, Sub-grantee

KeNAAM is a national network of nongovernmental, faith-based and community-based organizations that address malaria and the integrated management of childhood illnesses in their programming. KeNAAM coordinates malaria activities and partners, focuses on advocacy issues, and influences DOMC policies. Currently KeNAAM consists of over 72 members led by the 5-member Board, one of which is Merlin. Since its inception in 2003, KeNAAM is the focal point of the civil society organizations in Kenya for malaria and sits in all Technical Working Groups in the DOMC including M&E, Drug Policy, Advocacy and IEC and the Malaria in

Pregnancy Group in the Division of Reproductive Health In addition, KeNAAM represents Merlin and other NGOs on the malaria country coordinating mechanism of the Global Fund. KeNAAM has a proven track record in liaising with the DOMC and has had remarkable success (through journalist/editor trainings) in increasing media coverage of malaria issues and in advocating for transparent use of Global Fund resources. In this project, Merlin is the lead agency and KeNAAM, as a sub-grantee, will serve as the link between community practices and national policies and in sharing project successes and challenges with key malaria stakeholders. In addition, KeNAAM is responsible for BCC/advocacy training for religious leaders, local media and community resource persons.

Collaborative Partners

Despite the malaria burden in Nyanza Province, there are few health NGOs working to complement the government effort in malaria control. Merlin has worked with several grass roots organizations and communities in order to enhance sustainability of malaria and HIV project activities. Experience has shown sub-granting to grassroots organizations is a high labor and low impact approach. Therefore, a more collaborative approach (without transferring funds) is the current Merlin/community practice. Only a few, model organizations³, have been identified for future collaboration and will serve on the Project Advisory Committee. The groups will receive technical support from Merlin field officers and benefit from KeNAAM training on BCC/advocacy. Work plans will be developed in order for the groups to be entry points to the rural communities, be involved in community mobilization and education, help create BCC messages, and link the population to the health facilities. Support and supervision, plus performance-based incentives are catered for within this project.

Project Context and Existing Gaps (15 points)

Current Health Status

In Kenya, more than 70% of the population is exposed to some level of malaria transmission. Nationally, malaria accounts for more than eight million out-patient treatments (30% of all outpatient cases is malaria), 19% of all hospital admissions, and an estimated 6,000 pregnant women suffer from malaria-associated anemia⁴. Malaria claims four (4) Kenyan children every hour, accounting for 20% of childhood death in Kenya⁵. In addition, malaria contributes to poverty, since each Kenyan family spends up to US\$ 20 annually for the treatment of malaria.

This project will be implemented in five districts of Nyanza Province – Kisii Central, Kisii South, Gucha, Gucha South, and Nyamira. Malaria is responsible for more illness than any other disease in Nyanza Province, as it accounted for 41% of out-patient morbidity cases in 2006⁶ and 25% of all deaths. Lessons from implementing Global Fund Round 2 and 4 malaria projects in Nyanza Province have helped understand current community and health system practices and identify the challenges faced in malaria prevention and control.

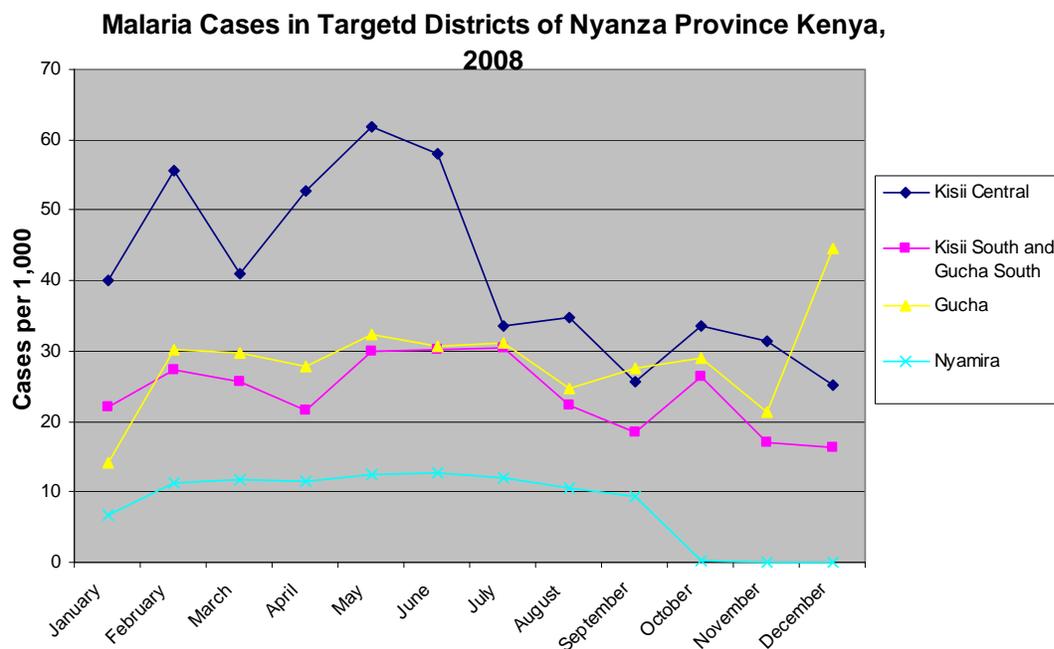
³ Omong'inga Self Help Group, Mwongige Self Help Group, Obogima Self Help Group, Sayari Youth Group, Etago Volunteer Initiative Network Services (VINES), Suguta Bamako Initiative Group, Nyatike Widows Project, Kamatana Youth Group, Monga CBO, Kisumo Self Help Group, Gucha Youth Group

⁴ President's Malaria Initiative Malaria Operational Plan (MOP) Kenya FY2009.

⁵ Ministry of Health, October 2006.

⁶ Most cases are clinically diagnosed; Annual Bulletin for Health Services Access, Utilisation, and Coverage: Nyanza 2006. Provincial Health Management Information Systems.

Annual malaria incidence rates in the targeted districts, based on 2008 data, range from 99 to over 490 per 1000⁷ in Nyamira and Kisii Central districts, respectively. Compilation of malaria indicators and analysis is underway within the newly crafted districts. A summary of available data provided to Merlin by the targeted DHMTs, reflecting various reporting periods, can be found in the figure and table below.



	Kisii South & Gucha South (July – Sept 2008)	Nyamira (July – December 2008)	Gucha	Kisii Central (Jan – Aug 2008)
Malaria incidence (confirmed and unconfirmed)	288 / 1,000 based on Jan – Dec 2008 data	99 / 1,000 based on Jan – Dec 2008 data	343 / 1,000 based on Jan – Dec 2008 data	493 / 1,000 Based on Jan – Dec 2008 data
LLIN distributed to pregnant women	16.7% (2,112 / 12,658)	36.7% (3,999 / 10,904)		
LLIN distributed to children under 5 years	14.5% (5,801 / 40,022)	19.9% (9,573 / 48,031)		
Pregnant women attending at least 1 ANC	45.7% (July – Nov 2008) (5,788 / 12,658)	47.6% (5,187 / 10,904)		
Pregnant women attending 4 or more ANC	6.7% (842 / 12,658)	6.9% (750 / 10,904) <i>DHMT verbally stated this is 28%</i>		23.8% (3,014 / 12,686)
Women receiving 1 dose of IPTp during current pregnancy	19.6% (2,483 / 12,658)	28.3% (3,089 / 10,904)	41% for 2008 <i>Figure provided by DHMT</i>	85.2% (10,813 / 12,686)
Women receiving 2 doses of IPTp during current pregnancy	11.4% (1,442 / 12,658)	14.2% (1,543 / 10,904)	34% for 2008 <i>Figure provided by DHMT</i>	60.9% (7,720 / 12,686)
People over 5 years being treated for malaria	3.0% (6,298 / 213,145)	9.5% (24,395 / 256,538)		
Children under 5 being treated for malaria	22.6% (9,044 / 40,022)	40.8% (19,608 / 48,031)		

⁷ Unpublished District Annual Malaria Morbidity Data, 2008.

Prevention with LLINs

Nationally, 48% of households have at least one ITN, with 40% of children under 5 and 33% of pregnant women sleeping under an ITN the previous night⁸. However, DOMC estimates that 4.32 million nets previously distributed were untreated and efforts during 2007-08 have treated only ¼ of those conventional nets. Past efforts by Merlin, DOMC, PSI and other partner organizations have increased coverage and re-treatment of insecticide-treated nets (ITNs) in targeted districts in Nyanza Province. The August 2008 re-treatment campaign was highly successful and created a higher demand than what some facilities could cater for.

Currently, PSI distributes long-lasting insecticide treated nets (LLINs) free of charge, to pregnant women and children under one year through the ANC and Maternal and Child Health clinics. Both ITNs and LLINs are sold in commercial outlets and are available at subsidized prices. Even though an estimated 60% of Kenyan households have at least one LLIN, re-treating and gradually replacing ordinary nets with LLINs is a clear need within the selected project districts, until high coverage of LLINs has been achieved. Furthermore, net ownership does not equate net use - as demonstrated by nets being used as tablemats, curtains, and temporary shade for domestic chickens. Results from a 2008 external evaluation of Merlin work showed high knowledge levels on malaria among the communities in the target region; yet less than 50% of pregnant women and children under five slept under a net the previous night. In addition, analysis of ITN coverage revealed an increased utilization of ITNs by children under-five when more than one ITN is available in the household, “implying that the first ITN in a household is not necessarily used by its most vulnerable members”⁹.

Malaria in Pregnancy

The effects of malaria in pregnancy such as maternal anemia, frequent febrile episodes, still births, pre-term deliveries, intra-uterine growth retardation and low birth weight, necessitates public health action. Complications of malaria in pregnancy are a concern for all pregnant women, particularly women with modified immunity, such as those living with HIV¹⁰. Nationally, there has been a slow increase in women receiving intermittent preventive treatment (IPT) with two or more doses of sulfadoxine pyrimethamine (SP) during their last pregnancy, from 4% in 2003 to 12.3% by 2007.

Most women do not understand the need for IPTp, the optimal doses and intervals. The low level, infrequent, and late initiation of ANC attendance poses a significant challenge. Late first ANC attendance was shown to be the most important factor influencing incomplete IPT at the Kisumu Provincial Hospital¹¹. In Nyamira, Kisii South and Gucha South Districts only 7% of pregnant women make four or more ANC visits¹². Health workers believe pregnant women are hesitant to come earlier or more frequently to ANC due to laboratory costs for blood work,

⁸ Kenya Malaria Indicator Survey, 2007 preliminary data in the President’s Malaria Initiative Malaria Operational Plan (MOP) Kenya FY2009.

⁹ Malaria Consortium, Roll Back Malaria: Country needs assessment Kenya Report, May 2008, pg. 4

¹⁰ A correlation between malaria and HIV infection has been previously demonstrated - Accessed at <http://www.bio-medicine.org/medicine-news/Malaria-infection-can-accelerate-HIV-infection-and-disease-progression-5279-1/> on 26 Jan 2009.

¹¹ Van Eijk, Anna et. al., (2004) Implementation of intermittent preventive treatment with sulfadoxine–pyrimethamine for control of malaria in pregnancy in Kisumu, western Kenya. *Tropical Medicine and International Health* 9(5), 630 – 637.

¹² Data from DHMTs for July – December 2008. This statistic is drastically lower than the 2003 DHS estimate of 49% of rural pregnant women make four or more visits to the ANC.

unfriendly reception by health workers, and shortage in basic materials for universal precautions, drugs, and personnel. Yet, nearly 50% of pregnant women do make one ANC visit to obtain a stamped ANC card, in case a hospital delivery is medically necessary. Due to these public facility shortcomings, women who are able to pay for care will attend private facilities.

Even though the DOMC with the Division of Reproductive Health (DRH) have prioritized training on focused antenatal care (FANC), district officials are uncertain about the numbers reached and believe additional trained personnel on the FANC and treatment strategies are needed. Due to high staff turn-over and high workloads, the DHMTs welcome the opportunity for more comprehensive and wider health worker training through the FY2009 PMI plans¹³.

Another significant challenge with IPTp is the erratic supply of SP to antenatal clinics. KEMSA no longer regularly supplies SP to health facilities and ANC clinics must request in a unique drug ordering form the projected needs of SP. Though this project does not intend to procure SP, it can help with consumption forecasting and ordering procedures, as part of the above mentioned training and support. In addition, IPTp practices will be shared with DOMC through KeNAAM's advocacy role.

Implementation and Access to Treatment (ACT)

Although there are no nation-wide figures, McCombie has shown that more than 70% of malaria cases in Africa are self-treated, often time using drugs purchased from local shops¹⁴. Anecdotal evidence, from selected districts in Nyanza Province Kenya, suggests it is common to self-treat malaria and utilize traditional healers and private sector clinics.

A high proportion of private sector practitioners sell SP as a mono-therapy for treatment of suspected malaria, as Artemether-lumefantrine (AL) remains as a prescription-only medicine. In addition, local communities continue to demand for SP at commercial pharmacies, as only 10.4% of surveyed adults had full awareness that Artemisinin-based combination therapy (ACT) is the best available treatment for malaria¹⁵. The expansion of ACT to the private sector is urgently needed¹⁶ and KENAAM can target this message to our national counterparts. The cost of malaria drugs is another key factor for self-treatment¹⁷. Currently, SP costs 25 Kenyan Shillings (\$.35USD) versus 600 KSh (over \$8USD) for AL. AL is the first line treatment for uncomplicated malaria cases in Kenya and should be free of charge at dispensary level and above yet substantial AL procurement and distribution challenges have created AL stock-outs. Furthermore, many health facilities are not accessible to some population clusters in these selected districts (remote areas and client satisfaction play key role in restricting access). Thus, there is a need to inform, sensitize and mobilize communities, health workers, CHWs, and commercial pharmacies on the use of ACTs for malaria treatment and thus preserve SP for malaria prevention in pregnancy.

¹³ Meetings with DHMTs in Kisii Central, Kisii South, Nyamira, Gucha and Gucha South districts, January 2009.

¹⁴ McCombie, 1996 in World Health Organisation, Scaling Up Home-based Management of Malaria: From Research to Implementation. *WHO/HTM/MAL/2004.1096 TDR/IDE/HMM/04.1*

¹⁵ 684 respondents from Kisii, Gucha, Nyamira and Rachuonyo districts of Nyanza Province. Merlin The Nyanza Malaria Project: Mid-term evaluation report, July 2008,

¹⁶ Results from Kenya pilot projects providing ACT in the private sector should be available in early 2009.

¹⁷ 70% of Bamako Initiative groups in Kisii and Gucha districts (25 civil society groups totally 631 members) stated their customers preferred SP over AQ drugs because side effects were less severe and relative low cost of SP drugs. Merlin, February 2006. Assessment of Bamako Initiative groups for seed support. Malaria control in Western Kenya's Highlands Project.

Program Strategy and Interventions (45 points)

Goal

To improve the demand for and utilization of effective malaria prevention and treatment services in the community.

Objectives

1. Increase the proportion of pregnant women receiving two or more doses of SP for IPTp during their pregnancy;
2. Increase the proportion of suspected malaria cases receiving early and effective treatment in line with the national treatment policy; and
3. Increase the proportion of pregnant women and children under five that sleep under an ITN every night.

Target Population

This project will be implemented in five districts of Nyanza Province – Kisii Central, Kisii South, Gucha, Gucha South, and Nyamira. New districts were created in early 2008 yet official maps of district and divisional boundaries are not readily available (see map in Annex A1). The project targets all children under five, pregnant women and people living with HIV in 5 districts and aims to reach at least 85% of each group with its prevention efforts.

In selecting the districts the following factors play a decisive role:

1. NMCP priority areas: All targeted districts in this application are priority areas in the National Malaria Control Plan.
2. Existing infrastructure: Current Global Fund malaria activities implemented by Merlin target one division in each of Kisii, Gucha, and Nyamira districts. Merlin's operational track record in malaria and HIV PEPFAR activities will be utilized to ensure rapid project start-up and expand coverage in these districts.
3. Malaria burden: These five districts are categorized as epidemic-prone highland areas with variations in rainfall and ambient temperatures between years, which can lead to epidemics affecting all members of the community.

DISTRICT (# divisions)	Total population ¹⁸	Children <5 years	Estimated # of pregnant women	HIV prevalence ¹⁹	Estimated # of PLWHA ²⁰	Km ²
Kisii Central (4 divisions)	342, 868	52, 802	12, 686	5.9%	20, 229	648.9
Kisii South 1 division	99, 275	15, 696	3, 978	5.0%	4,964	126.4
Gucha (5 divisions)	426, 063	76, 691	15, 764	5.0%	21, 303	460.6
Gucha South (2 divisions)	153, 939	24, 368	5, 696	5.4%	8, 313	200.2
Nyamira (4 divisions)	304, 568	48, 031	10, 904	3.8%	11, 574	396.2
Sub-total	1,326,714	169, 557	49, 082		66,382	

¹⁸ These 2008 figures were provided by the MoH District Health Management Teams and are based on 1999 census projections. Data are subject to some level of inaccuracy due to the recent carving out of new district boundaries.

¹⁹ Verbal communication with District AIDS Commissions

²⁰ Total population multiplied by HIV prevalence

Furthermore, the project will target: 5 District Health Management Teams; 10 Health Workers in 5 district hospitals; 40 Health Workers in 10 health centres and 15 dispensaries; 12 civil society organizations, associations of people living with HIV and other community-based groups; 50 religious leaders and 50 private sector health workers and commercial pharmacies. One location within each district will be selected to pilot the establishment of a Community Unit²¹. Each Unit covers approximately 5,000 people and consists of 50 CHWs, 2 CHEWs, village health committee and a health facility/dispensary committee.

Key Interventions

In line with the Kenya National Malaria Strategy approaches, this project aims to increase consistent use of ITNs, ensure malaria prevention measures and treatment (SP) is available to pregnant women, and improve access to effective and recommended malaria treatment protocols. – all contributing to the reduction of malaria morbidity and mortality.

In order to improve the demand for and utilization of effective malaria prevention and treatment services in the community (goal), the community must ‘trust’ and link to the formal health system. Health worker/supervisor training will contribute to improved service quality and responsiveness at health facilities, an important factor in building community comfort and use of the formal health system. Mobilizing communities will enhance ownership and local capacity to implement key malaria prevention measures, promote referrals, and practice positive health seeking and treatment behaviours. Establishing a referral voucher system, outreach education and mass BCC will contribute to improving community knowledge on malaria danger signs, appropriate treatment, as well as building equitable access to and timely use of the formal health system. Key interventions contributing to all three objectives are indicated below.

1.1 Training on ITNs, IPTp, and Treatment Protocols

This project will collaborate with and complement the PMI Year 2 health worker training plans and in the development of supervisory tools and job aids. Building health worker knowledge of treatment protocols and improving their responsiveness and service are key elements to stimulating use of the formal health sector. As described in the PMI Kenya Malaria Operational Plan, districts that have benefitted from focused antenatal care/malaria in pregnancy training have also experienced increasing IPTp utilization rates. In addition, trained CHWs have been observed, anecdotally, to have a positive impact in community awareness and utilizations rates. Cascade training has been initiated by the MoH and this project will ensure the core group of trainers from Nyanza Province is utilized²². Job aids and brochures will be provided to CHWs, public and private health centres, as well as at commercial pharmacies. Seminars will also be conducted for religious leaders (in this area these are predominantly Christian Seventh Day Adventist pastors and Catholic priests) in order for them to pass along malaria prevention and control information to their congregations. The training activities described above will include elements on case management practices for health workers and supervisors and improve skills in home-based management of fever for CHWs. In addition, private sector health workers and pharmacies will be trained on malaria danger signs, referral procedures, administration and

²¹ Community Units are described in the Ministry of Health LEVEL ONE SERVICES Strategy and refer to community health works as community-owned resources persons (CORPs) and not CHWs.

²² The Community Health Workers’ Training Manual for Kenyan Essential Care Package for Health at Level One (March 2007) as well as newly developed training materials on FANC will be used.

adherence of ACTs and IPTp. The lessons learnt from this will be fed into the policy arena and will be useful in rolling-out ACTs to the formal and informal private sectors.

1.2 Mentoring, Support and Supervision

Simultaneously, supervision and support training will be conducted for CHEWs (retrained public health technicians based at health facilities, responsible for a particular sub-location) as well as facility in-charge staff and selected personnel from the DHMTs. To utilize and build upon local capacity, any CHWs with field experience and good performance will be approached to become mentors of newly recruited CHWs and take key roles in working with the village health committees. Identified CBOs will be supported directly by the Merlin field staff. Printed messages on *kangas*, school notebooks, bags, umbrellas and mobile phone solar recharging packs will be developed and used for performance-based incentives for community resource persons. Support and supervision will also include aspects of record keeping, reviewing service delivery data, community level epidemic surveillance and rolling out of the revised National Malaria Control Strategy.

1.3 Mobilizing Community

Women's organizations and other CBOs are playing an important role in dissemination of information among target communities; however, the Ministry of Health Community Strategy²³ focuses on establishing Community Units consisting of village health committees, facility committees, trained CHWs and CHEWs and supervision from district and provisional health officers. In both models, Merlin and collaborating partners will ensure the 'mobilizers' have materials such as visual aids, training, and on-going support. Volunteers' interest will be sustained through performance-based incentives and recognition as community role models. This project will implement both models and compare for effectiveness and impact.

1.3.1 Establishing Community Units – To be piloted in one selected location per district. Five Community Units include 250 CHWs - each CHW is responsible for 20 households or 100 persons; 10 CHEWs based at a health centre and is responsible for a specific sub-location - each looks over 25 CHWs; 5 Village Health Committees consisting of 20 leaders (youth, elder, school teachers, priests, CHW/CHEW, women's group, etc.); and 5 Health Facility Committees (facility in-charge with community representatives).

1.3.2 Involving CBOs - Sensitization workshops will be conducted in targeted districts, with model CBOs, on malaria prevention and control policies and protocols, as well as behaviour change communication and advocacy techniques. These organizations will encourage people to access quality services at qualified public or private health facilities as well as update the public on the preferred malaria treatments.

1.4 Linking Community to Formal Health Sector

Within Community Units, trained CHW will conduct household visits as well as facilitate community discussions at various venues such as to school clubs, church groups, and women's groups. In the CBO model, community discussions, theatre sessions, school club visits will be led by the local organizations. In both models, CHEWs (as formal employees of the health system) serve as the interface between community and the health workers. In addition, linkages

²³ Kenya Ministry of Health (2006) Taking the Kenya essential package for health to the community: A strategy for the delivery of LEVEL ONE SERVICES, June 2006.

will be made with antenatal clinics with prevention of mother-to-child transmission of HIV services, to specifically target the dangers of malaria in pregnant women with HIV. (Merlin currently supports 15 HIV Patient Support Centres, across three districts with PEPFAR funding.)

Community resource persons will issue referral vouchers and instruct the community to take the voucher to the health facility with suspected malaria or when pregnant women attend ANC. This voucher can be redeemed for a free pencil or exercise book for children and a *kanga* after IPTp2 for pregnant women. The voucher system is an incentive to utilize the public health sector and serves as a way to track referral results from both community mobilization models. Another mechanism to link the community to health facilities will be through improving profiling and data recording of ANC client. This project will improve the ANC patient card to include mobile phone number, name of CHWs, and village/chief's name in addition to instituting a defaulter tracking system. Any patient missing an appointment will be recorded and facility in-charge will liaise with the identified CHW who will in-turn trace and motivate the client to attend the ANC clinic. Use of mobile phone messaging to track defaulters will also be piloted.

1.5 Child Wellness Weeks

The project will build on existing LLIN supply and distribution mechanisms to ensure pregnant women, children under 5, and persons living with HIV own and correctly and consistently use bed nets. CHWs and CBOs will refer persons among the primary target population, who have not previously received nets, to the existing distribution outlets and to attend Child Wellness days where LLINs will be distributed. Child Wellness Weeks will be planned quarterly at rotating health facilities in each district and provide community education through theatre and discussion groups, in addition to routine child health screening and distribution of nets.

1.6 Mass Behavior Change Communication (BCC)

Previously Merlin has tailored national education materials to suit the needs of the local Kisii population as well as developing new IEC/BCC materials. Merlin and KeNAAM will work with CBOs and CHWs to strengthen their BCC skills and develop their own advocacy and educational messages to appear on print materials. In addition, KeNAAM will develop capacity of local journalists to cover stories on malaria and interview key officials. BCC will focus on maintenance, replacement and use of LLINs, need for and best practices in IPTp, positive health-seeking behaviours, and current treatment protocols. While printed materials and mobile theatre have proven to be very popular, Merlin will undertake additional innovative strategies including:

- Local celebrity road shows. This is an opportunity for local celebrity personalities, particularly popular radio presenters to interact with local communities and discuss malaria prevention and treatment. This is an example of the radio station's social responsibility and an example of public-private partnership for any sponsoring business. Merlin has experience in arranging these shows during market days. The shows normally attract above 2000 people and can be very useful in providing information to a large numbers in a short amount of time.
- Mobile phone and school health club malaria contests. Radio stations will be used to announce contest questions and answers will be sent using mobile phone text messaging. Local businesses will be approached to provide prizes for mobile phone malaria quizzes, again promoting public-private partnerships. The listenership of local vernacular radio and household mobile phone ownership is high. Inter-school contests will be arranged during this same period, to coincide with World Malaria Day in April 2010.

- Radio talk show series. Experts from the MoH and Merlin will form a radio panel to discuss malaria prevention and control, local activities and challenges. Twice-weekly, 30-minute shows will focus on a particular theme and include pre-recorded and live calls. Developing a radio drama series will also be explored for subsequent years.
- Matatu (public transport) stickers fitted with malaria messages.

1.7 Advocating for Change

The national malaria control strategy runs through 2010 and is currently being revised. Merlin/KeNAAM will play a key role in rolling out the strategy to local partners during proposed trainings and supervisions visits. Even though this project will not procure drugs, discussions will DHMTs have revealed drug stock-outs, distribution bottlenecks, misuse of drugs, and the presence of AQ in the CHW kits (which should have been recalled). Demonstrating these current harmful practices and advocating for the increased use and availability of ACT and SP for IPTp is necessary and important for the achievement of this proposed project Objectives 1 and 2. KeNAAM is well positioned to discuss these issues with the DOMC and routine meetings and during larger stakeholder events, such as annual Provincial Coordination Forums ‘Fresh Air Best Practice Conference’ being planned for year 2 and 3 of this project.

Performance Monitoring and Evaluation (10 points)

Merlin is committed to rigorous, thorough monitoring and evaluation. The Kenya country team is piloting M&E core indicators for the organization, which entails reviewing collection and reporting mechanisms. The project field Monitoring and Evaluation Officer as well as KeNAAM’s M&E/Tracking Officer will be responsible for accurate and timely monitoring plans and reporting for this project.

Data collection regarding malaria indicators is improving through Health Management Information System and the DOMC Monitoring and Evaluation Unit, as well as through population-based surveys such as the Malaria Indicator Survey 2007, and in the 2008 DHS. The project will be instrumental in providing reliable community data and requires that both Merlin and Ministry of Health conduct joint monitoring activities on a continuous basis. In addition, a baseline and endline survey will be conducted to compile and assess changes to current beliefs, opinions, knowledge and practices. Baseline information will be analyzed to identify areas that require concentrated, immediate attention. Operational research on the effects of the Community Unit versus the CBO mobilization models and the results of the ANC defaulter tracking system will be carried out. Lessons learnt on utilizing home-based management of fever strategy will also be shared. While there is not available budget for external end-of-project evaluation, Merlin is committed to conducting an internal review, using M&E staff.

Indicators and Monitoring and Evaluation Matrix

Process indicators will be collected through CHW and CBO required reporting and health facility records. These reports will be submitted and compiled by Merlin field officers on a monthly basis. Monthly and quarterly reports will be analyzed for any outliers, followed by appropriate key informant interviews to describe the reasons for the successes or failures. The table below describes the malaria indicators that will be measured (process and outcome/impact indicators) and how they will be collected. A copy can also be found in the attached Excel file.

Obj. / Expected Results	Indicator	Data Source	Frequency of Collection
1.0 Increase the proportion of pregnant women receiving two or more doses of SP for IPTp during their pregnancy			
Improve initiation timing and frequency of ANC visits; Target: 85% of women who have completed a pregnancy in the last 2 years will have received 2 or more doses of IPTp during that pregnancy	# vouchers redeemed, per health facility and by source (CHW or CBO)	HF records/field officer checks	monthly
	proportion of pregnant women with 2 or more ANC visits and 4 or more visits	HF records/field officer checks	monthly
	proportion of pregnant women receiving IPTp1 and IPTp2	HF records/field officer checks; HMIS	monthly
	proportion of pregnant women living with HIV receiving IPTp1 and IPTp2	HF records/field officer checks	monthly
	% of women who have completed a pregnancy in the last 2 years who received 2 or more doses of IPTp during that pregnancy	Survey	baseline & endline
2.0 Increase the proportion of suspected malaria cases receiving early and effective treatment in line with the national treatment policy			
Increased timely use of health system to treat malaria symptoms Target: 85% of children under 5 with suspected malaria will have received treatment with ACT within 24 hours of onset of their symptoms	# vouchers redeemed, per health facility and by source (CHW or CBO)	HF records/field officer checks	monthly
	# patients treated with ACT; % malaria cases correctly treated with approp dose	HF records/field officer checks; HMIS	monthly
	% of government health facilities that have ACTs available for treatment of uncomplicated malaria (% reporting no stock outs in previous 3 months)	HF records/field officer checks	monthly
	Proportion of children <5 with fever in last 2 weeks who received ACT within 24 hours of onset of fever	Survey	baseline & endline
3.0 Increase the proportion of pregnant women and children under five that sleep under an ITN every night			
Target: 85% of pregnant women, children under 5 and people living with HIV slept under ITN previous night	Proportion of households with pregnant women and/or children under 5 owning 1 ITN; proportion owning 2 or more ITNs	Survey	baseline & endline
	# ITN distributed to pregnant women and children under 5 (proportion of nets distributed with a voucher redemption at Child Wellness Days)	HF records/field officer checks; HMIS	monthly
	Proportion of preg women and children <5 who slept under ITN the previous night	Survey	baseline & endline
Other process indicators and outputs that contribute to achieving 3 objectives and goal include:			
Increased equitable access and utilization of health facilities	# community members (village health committees, religious leaders) trained in identification of malaria danger signs, health seeking behaviours and referral	Project records	quarterly
	# CHWs trained	Project records	quarterly
	# CBO members trained in id malaria danger signs, referral, and BCC strategies	Project records	quarterly
	# vouchers distributed	CHW/CBO records	monthly
	# of CHWs/CBO members receiving performance-based incentive materials	CHEW, Merlin supervision reports	quarterly
Improved community awareness of prevention methods, malaria symptoms/danger signs, approp health seeking behaviour for prompt, effective treatment	# community education sessions conducted, households visisted	CHW/CBO records	monthly
	# children under five, pregnant women and people living with HIV reached in education awareness sessions, BCC messages	CHW/CBO records	monthly
	% community members with correct knowledge of malaria danger signs and appropriate health seeking behaviours	Survey	baseline & endline
	# of SMS received, responding to radio/mobile phone malaria contests	Mobile phone company	annually, during contests
Improved service quality and responsiveness	# health facility staff fully trained on ACT administration and IPTp	Project records	quarterly
	# health facilities with at least one personnel fully trained in ACT/IPTp	Project records	quarterly
Strengthened capacity of CHEWs, DHMT to manage and support health personnel	# CHEWs, DHMT members trained on mentoring, support and supervision	Project records	quarterly
	# of support and supervision visits made by CHEWs / DHMTs	CHEW/DHMT records	monthly

Management Plan (15 points)

Organizational Structure and Human Resource Management

Merlin is the lead agency (principal recipient) for this project and takes full responsibility for project planning, implementation, monitoring and financial and technical reporting. KeNAAM will receive a sub-grant and will submit technical²⁴ and financial reports to Merlin, based on agreed-upon work plans and reporting schedules. KeNAAM's Coordinator will communicate directly with the Malaria Project Director. Work plans for KeNAAM will be collaboratively established by KeNAAM's Monitoring and Evaluation Officer, Communication Officer and Merlin's Project Officers. The work plans and activity reports will be approved by both KeNAAM's Coordinator and the Malaria Project Director. Jointly Merlin and KeNAAM will work with the Ministry of Health and local authorities.

On the whole, the project will fit into and benefit from the already existing Merlin local and national management structure and KeNAAM's presence in Nairobi (See Organogram in Annex 2). Merlin currently has a total of 128 national and 7 international programme and support staff in Kenya. The regional programme manager, desk officer, and health advisor based in the London Head Office can also provide additional management, technical, and supervisory support to the country program.

The Malaria Community Project Director will be based in Kisii, with the rest of the core team, and make regular trips to Nairobi to liaise with the USAID and other national malaria stakeholders. KeNAAM staffs are based in Nairobi and will make appropriate visits to the field (at least one per month). The core staff for this project will include the Project Director, Project Malaria Officer, Project IEC/BCC Officer and five field officers, all of whom have strong background in malaria programming and community mobilization. Field Officers report to Project Officers, who are line managed by the Project Director. These core staff will be supported by an existing team of senior public health specialists consisting of Project Health Coordinator in Kisii and Country Health Coordinator in Nairobi, both of whom will commit a portion of their time to the project. In addition, the project will employ 5 support staffs namely a Finance Officer, Logistician, HR/Admin officer and 2 drivers.

The Project Officers are responsible for the operational management in their technical area. For example, the Project Malaria Officer is responsible for facility-based activities such as the training and supervision of health workers and DHMTs, establishing an ANC defaulter tracing system, as well as setting up Community Units – facility and village committees. The Project IEC/BCC Officer is responsible for all community mobilization activities (CBO, religious leader sensitization) and will work with the Malaria Officer in setting up the Community Units. This Officer is mainly responsible for the designing, testing, and distributing the BCC campaign materials, working with groups to create their own messages, and in establishing the voucher system to be used by the community mobilizers.

²⁴ KeNAAM is responsible for behavior change communication/advocacy training, annual policy-makers discussion forums at Provincial level, and Best Practice "Fresh Air Conference" in year 2 and year 3.

Communication Plan

In order to make project implementation more effective, a Project Advisory Committee (PAC) will be established covering activities for all 5 districts. The PAC will have members from community leaders (chiefs), religious figures, private sector health workers, public sector facility in-charge personnel, village health committees, community-based organizations, young people, as well as members from the DHMT, Merlin, and KeNAAM. Representatives from the public-private partnership will also be on the PAC – *matatu* drivers, radio station owners, and locally businesses that sponsor radio shows or mobile phone contests. The PAC (25 members) will be involved in program development, implementation, and monitoring in order to refine approaches or adapt approaches from neighboring districts. PAC will meet monthly for the first 6 months of the project, followed by quarter meetings thereafter. These meetings will be an opportunity for input from USAID, PMI, and the DOMC.

In the initial stages of the project, Merlin, KeNAAM and the MoH will have monthly meetings to discuss and finalize PAC recommendations and decisions. These meetings will be held in Nyanza Province to facilitate joint planning, coordination of activities, and monitoring progress. The Project Director will also attend quarterly DHMT meetings and feed into annual operational plans at district and provincial levels.

The Senior Management Team in Kisii meets twice a month to discuss project implementation as well as logistical and administrative issues. The Malaria Project Director will be part of this team. In addition, the Project Director will link with the Nairobi-based Country Health Director and Country Director during Nairobi Senior Management Team meetings. The KeNAAM Coordinator and the Malaria Project Director will hold monthly meetings to discuss program development and monitoring plans. The KeNAAM Communication and Monitoring Officers will communicate directly with the Kisii Project Officers on implementation plans.

Volunteers for Prosperity

Merlin, as an organization, encourages volunteerism and utilizes volunteers in their project work (both local and international volunteers). The Merlin internship program exists to provide interns with training and experience in an international humanitarian relief organization and to promote the development and recruitment of committed individuals within Merlin and the humanitarian sector. Field interns are expected to commit to a 6 -month placement within a Country Program following successful completion of placement and performance at head office. Currently Merlin Kenya is recruiting for a volunteer to assist the field teams with data collection and analysis for Merlin's core indicators pilot project.

In this proposed Malaria Community Project, there are many volunteer opportunities. Utilizing volunteers for baseline and end-line survey development, data collection and analysis is an example where students obtaining their Masters of Public Health could gain development world experience as well as contributing to the project monitoring and evaluation. Volunteers could also be utilized in health worker trainings and supporting and supervising community awareness and outreach activities. Merlin is willing to explore the use of Volunteers for Prosperity and the Merlin United States branch could potentially assist in the recruitment of suitable American volunteers.