

PD-AR-789

41261



IntraHealth

Trip Report

0-68

Travelers: Mr. Raymond Baker, Associate
Director of Administration

Country Visited: Kenya

Date of Trip: July 22-29, 1985

Purpose: To develop subcontracts/agreements
with the Division of Nursing and
the Division of Family Health,
Ministry of Health

Program for International Training in Health
208 North Columbia Street
The University of North Carolina
Chapel Hill, North Carolina 27514 USA

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EXECUTIVE SUMMARY

During the period July 22-29, 1985 INTRAH Associate Director, Ray Baker and INTRAH E/SA Office Director, Miss Pauline Mwanuwa worked in Nairobi, Kenya to finalize subcontracts with the Division of Nursing, Ministry of Health and with the firm of Coopers and Lybrand. In addition, a Memorandum of Agreement was developed with the Division of Family Health, Ministry of Health. Both INTRAH staff were scheduled to visit Uganda for subcontract development during this trip. The government was overthrown by an army coup on July 27, 1985 and the Uganda trip was cancelled.

Briefings and debriefings were held with USAID and REDSO/ESA. Copies of the subcontracts (Division of Nursing and Coopers and Lybrand) with financial detail and the Memorandum of Agreement (Division of Family Health) were left with Ms. Lankenau for review and concurrence.

Coopers and Lybrand, proposed as an INTRAH fiscal agent, will open an INTRAH-funded bank account in Nairobi to facilitate financial operations in connection with the Division of Nursing subcontract.

SCHEDULE DURING VISITJuly

21	Sunday	1200 noon	Arrived Nairobi (5 hours late)
22	Monday	900 am	Meeting with E/SA Office staff
		1100 am	Meeting at USAID
		230 pm	Meeting at Coopers & Lybrand
23	Tuesday	1030 am	Meeting at MOH
		130 pm	Worked at E/SA Office
24	Wednesday	900 am	Meeting at Division of Family Health
		130 pm	Worked at E/SA Office
25	Thursday	900 am	Meeting at Coopers & Lybrand
		1000 am	Meeting at Division of Family Health
		1100 am	Meeting at MOH
		300 pm	Combined meeting at USAID/REDSO
26	Friday	900 am	Meeting at First National Bank
		1000	Meeting at MOH
		1230	Meeting at Coopers & Lybrand
		330 pm	Meeting at REDSO/USAID
27	Saturday	1100 am	Meeting at E/SA Office. Decided to cancel Uganda visit
28	Sunday	330 pm	Went to airport in effort to schedule departure
29	Monday	900 am	Visits to Air France, British Airways, Pan Am and Lufthansa to reschedule travel to U.S.
		1100 am	Debriefed at REDSO
		330 pm	Debriefed at USAID
		1100 pm	Departed for Frankfurt enroute to U.S.

I. PURPOSE OF TRIP

The purpose of the trip was to develop a family planning training subcontract with the Division of Nursing, (DON), Ministry of Health, Government of Kenya. To support this DON subcontract, INTRAH also proposed to write a corollary subcontract with Coopers and Lybrand to serve as a fiscal agent for INTRAH and the DON. A third purpose was to decide on and write an appropriate training of trainers agreement with the Division of Family Health (formerly the National Welfare Center), Ministry of Health.

II. ACCOMPLISHMENTS

- A. A final draft of a proposed UNC/CH - Division of Nursing subcontract was prepared in collaboration with the concerned senior MOH staff members. This draft now has MOH signature approval.
- B. A final draft of a proposed UNC/CH - Coopers and Lybrand subcontract was prepared. This draft has C&L approval.
- C. A final draft of a proposed UNC/CH - Division of Family Health (DFH) Memorandum of Agreement was prepared. This draft has DFH signature approval.
- D. Copies of all documents, including a budget spread sheet, were reviewed and discussed with USAID and REDSO/ESA representatives.

III. BACKGROUND

INTRAH actions to develop the subcontracts and agreement already referenced are based on preceding USAID and MOH documented plans to expand and improve the delivery of family planning services through both government and non-government hospitals and clinics. On the part of USAID, the details are available in the Family Planning Services and Support Bilateral Project Paper. On the part of the MOH, the details are provided in their project proposal "MOH/Kenya Nurses' Education in MCH/FP II" which was officially transmitted to INTRAH per MOH letter (reference ST/5/3/13) dated April 26, 1985.

IV. DESCRIPTION OF ACTIVITIES

Based on the details in these documents, the INTRAH team developed:

a. A Division of Nursing (DON) subcontract to be effective January 1, 1986 with the current work plan to be completed by December 31, 1987. The schedule calls for 33 planning/training activities involving about 657 participants. A six-day annual project review and Phase II planning session is scheduled for September/October 1987.

b. A Coopers & Lybrand (C&L) subcontract effective January 1, 1986 wherein C&L agree to serve as a Fiscal Agent for UNC/CH and the DON. Services to be provided include receipt and custody of cash, providing advances to the DON and preparing/submitting bi-monthly financial reports to UNC/CH.

c. A Division of Family Health (DFH) Memorandum of Agreement. The agreement provides for six training activities with the objective of training 25 family health trainers in training skills and to update the training skills and knowledge of 100 trainers. The activities are scheduled during the period November 1985-March 1989.

V. RECOMMENDATIONS

1. The AID Office of Contract Management approve the UNC/CH-DON/MOH and UNC/CH-Coopers & Lybrand subcontracts as submitted to AID/Washington on August 22, 1985. (See appendices B and C)
2. The INTRAH Program Manager approve the UNC/CH - Division of Family Health (MOH) Memorandum of Agreement as submitted to AID/Washington on August 10, 1985. (See appendix D)

APPENDIX A

PERSONS CONTACTED/MET

REDSO/ESA

Ms. Barbara Kennedy, Regional Population Advisor
Ms. Dana Vogel, AID Population Intern

USAID

Ms. Linda Lankenau, Assistant Health/Population
Development Officer
Ms. Laura Slobey, Population Development Officer
Ms. Grace Mule, Program Assistant
Mr. John Martin, Executive Officer

INTRAH E/SA Office

Ms. Pauline Muhuhu, Director
Ms. Grace Mtawali, Training Officer

Ministry of Health

Dr. S. Kanani, Senior Deputy Director of Medical
Services
Ms. E.N. Ngugi, Acting Chief Nursing Officer
Ms. T.M. Odouri, Deputy Chief Nursing Officer
Mr. A.M. Waituika, Principal Finance and
Establishment Officer

Division of Family Health

Dr. J.G. Kigondu, Director
Ms. L.W. Cege, Head of Training Unit

Coopers & Lybrand

Dr. J.T. Birnie, Partner
Mr. R. Hopkins, Manager

First National Bank

Mr. Alan Dixon, Operations Manager
Mr. Cornelius K. Nganga, Assistant Manager

USAID/Mogadishu (on business in Nairobi)

Ms. Margaret Neuse, Population Officer
Mr. Abdulla Hirad, Director of IEC
Unit, Somalia Family Health
Care Association

APPENDIX B

CONTRACT BETWEEN THE
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
AND THE
MINISTRY OF HEALTH, GOVERNMENT OF KENYA

Negotiated pursuant to the terms of Contract No. AID/DPE-3031-C-00-4077 between the Agency for International Development and the University of North Carolina at Chapel Hill.

For the University of North
Carolina at Chapel Hill
Chapel Hill, N.C. 27514

For the Ministry of Health
Government of Kenya
P.O. Box 30016
Nairobi, Kenya

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date

Project Title: MOH/Kenya Nurses Education in MCH/FP II

Contract/Account Number: 35604

Period and Cost: This contract is effective January 1, 1986
and will terminate on December 31, 1987.

The total cost is \$351,780.

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Article I - Goals and Objectives

1. Goal: To improve rural MCH/FP services within the Ministry of Health through in-service training of approximately 628 nursing personnel in rural Kenya over a period of 2 years.
2. Program Objectives:
 - a. To improve the utilization of available resources at health center and other service delivery points.
 - b. To increase number and strengthen the training capability of MCH/FP management trainers within the nursing division.
 - c. To develop 6 district training teams.
 - d. To develop a management in-service training system.
 - e. To establish a training evaluation system.
3. Operational Objectives:
 - a. To develop 2 curricula - training of trainers in management and management skills for ECNs.
 - b. To train 24 provincial/district management trainers in management training skills.
 - c. To train 600 ECNs from MCH/FP clinics in 6 provinces in FP clinic management skills.

- d. To provide field follow-up to at least 75% of ECN trainees, and management trainers (approximately 468 persons).
- e. To conduct field based program evaluation that covers approximately 10% of ECN trainees, (60) their supervisors and clients they serve.
- f. To revise and up-date the nursing pre-service curriculum for MCH/FP.

Article II - Work Plan

<u>Activity</u>	<u>Dates</u>	<u>Participants</u>	<u>Consultants/ Trainers</u>
1. Training Skills Program Development	Jan. 1986 (15 days)	1 Project Coordinator <u>4</u> National Trainers 5	1 INTRAH Nairobi
2. MCH/FP Management Training Skills for MCH/FP Trainers including Field Needs Assessment	April/May 1986 (30 days)	24 KRN/M PHN and MCH/FP Trainers	1 INTRAH 4 National Trainers
3. MCH/FP Clinic Management Skills for ECN: 4 Programs	2nd week of June 1986 (15 days)	25 ECN Coast 25 ECN Rift 25 ECN Western <u>25</u> ECN Central 100	16 District 4 National
4. MCH/FP Clinic Management Skills for ECN: 2 Programs	2nd week of July 1986 (15 days)	25 ECN Nyanza <u>25</u> ECN Western 50	8 District 2 National

	<u>Activity</u>	<u>Dates</u>	<u>Participants</u>	<u>Consultants/ Trainers</u>
5.	MCH/FP Clinic Management Skills for ECN IIa 4 Programs	2nd week of Sept. 1986 (15 days)	25 ECN Coast 25 ECN Central 25 ECN Rift 25 ECN Western <u>100</u>	16 District 4 National
6.	MCH/FP Clinic Management Skills for ECN: 2 Programs	2nd week of Oct. 1986 (15 days)	25 ECN Nyanza 25 ECN Eastern <u>50</u>	8 District 2 National
7.	ECN Follow-up of Activity 3	2nd week of Nov. 1986	24 District 4 National Trainers <u>28</u>	N/A
8.	Annual Program Review and Planning for Year II, including pre-service curriculum review	1st week of Jan. 1987	24 District Trainers 2 Private Sector 3 Nursing Council 3 MOH 1 Catholic Secretariat 1 Protestant Church Med. Ass. 1 City Commission	1 INTRAH 1 Program Coordinator 4 National
9.	Follow-up on ECN Activity 4 & 5	2nd week of Jan. 1987	24 District Trainers	N/A
10.	MCH/FP Clinic Management Skills for ECN III: 6 Programs	Feb/March 1987 (15 days)	25 ECN Western 25 ECN Nyanza 25 ECN Rift 25 ECN Central 25 ECN Eastern 25 ECN Coast <u>150</u>	24 District
11.	Follow-up on ECN Activity 6	1st week of April 1987	10 Nyanza Eastern	
12.	MCH/FP Clinic Management Skills for ECN: 6 Programs	1st week of May 1987 (15 days)	25 ECN Western 25 ECN Nyanza 25 ECN Rift 25 ECN Central 25 ECN Eastern <u>25</u> ECN Coast	24 District

	<u>Activity</u>	<u>Dates</u>	<u>Participants</u>	<u>Consultants/ Trainers</u>
13.	ECN Follow-up (#10)	1st week of July 1987	24 District Trainers	N/A
14.	Follow-up of ECNs on Activity 12	1st week of Sept. 1987	24 District Trainers	N/A
15.	Annual Project Review; Planning for Phase II	Sept./Oct. 1987 (6 days)	24 District Trainers 4 National 28	2 INTRAH 4 National Trainers 1 Project Coordi- nator

Article III - Fiscal Agent

1. To facilitate an orderly, timely transfer of funds and the timely submission of sequentially numbered financial reports to UNC/CH, it is agreed that UNC/CH will contract with the firm of Coopers & Lybrand to serve as the UNC/CH Fiscal Agent. The Fiscal Agent will be responsible to:
 - a. Receive, deposit and account for all funds provided by UNC/CH for this project.
 - b. Provide cash advances to the MOH.
 - c. Receive from the MOH financial and other data necessary to complete Financial Reports per Article IX.
 - d. Every two months, submit Expenditure Reports to UNC/CH.

- e. Execute such instructions in the fiscal area as may be, from time to time, sent from UNC/CH and/or INTRAH, which is the executing agency on behalf of UNC/CH.

Article IV - Responsibilities of the MOH

1. Designation of a project coordinator who shall have overall responsibility for the successful, timely completion of the work plan.
2. As required, coordinating arrangements with other donors to assure availability of service delivery commodities.
3. Provision of physical facilities for training.
4. Selection and notification of participants.
5. Logistic arrangements related to the transport, accommodation, meals and per diem payments to participants, from funds provided by UNC/CH.
6. Selection of and logistical arrangements for training staff and guest lectures.
7. Cooperating in the evaluation activities as detailed in Article IX - Evaluation.
8. Completion and mailing of participant biodata forms, participant reaction forms, and the INTRAH bi-monthly (every other month) Technical/Financial Report.
9. Follow-up of participants for the purpose of collecting and submitting second generation trainee data (INTRAH "ECHO" forms) and to evaluate training effectiveness and the assessment of additional training needs.

10. Cooperation with the Fiscal Agent in: executing the fiscal and reporting arrangements of this contract.
11. To cooperate with church and other non-governmental organizations to include up to 25 - 30% of participants from such organizations.

Article V - Responsibilities of UNC/CH

1. Provide operating funds as detailed in Article V - Budget and Article V - Payment Schedule.
2. Assuring that participant per diem rates have mission approval.
3. Assuring an adequate supply of forms required to document the participant training and/or technical assistance activities.
4. Arrange and finance INTRAH technical assistance visits as detailed in the Work Plan.
5. Contract with Coopers & Lybrand to serve as the UNC/CH Fiscal Agent.

Article VI - Budget

1. This is a cost-reimbursement contract. UNC/CH will reimburse costs which are allowable and limited to those reasonable and necessary to accomplish the Work Plan. Costs for entertainment and social affairs are not allowable.

2. UNC/CH will provide \$351.780 (U.S.) in support of this project. Provision of this total shall be subject to the availability of funds to UNC/CH from AID.
3. The following budget sets forth estimated costs for individual line items. Within the total amount, the MOH may adjust line items as reasonably necessary for the performance of work under this contract.

Category	Firm Funding Jan 1, 1986 <u>Dec 31, 1986</u>		Projected Funding Jan 1, 1987 <u>Dec 31, 1987</u>		<u>Total</u>	
	Shilling	Dollar	Shilling	Dollar	Shilling	Dollar
Transport	187,859	11,741	251,841	15,740	439,700	27,481
Per diem	2,068,945	129,309	2,773,415	173,339	4,842,360	302,648
Space Rent	4,500	282	0	0	4,500	282
Training/ Discussion Materials	146,072	9,130	195,828	12,239	341,900	21,369
Total	<u>2,407,376</u>	<u>150,462</u>	<u>3,221,084</u>	<u>201,318</u>	<u>5,628,460</u>	<u>351,780</u>

Conversion Rate: Kshs.16 = US\$ 1.00

ARTICLE VII - Payment Schedule

1. The Acting Chief Nursing Officer will be the Project Coordinator and is authorized to approve expenditures, sign technical reports and to cooperate with the Fiscal Agent on financial matters.
2. UNC/CH will advance funds to the Fiscal Agent so that training activities may be initiated. Thereafter, UNC/CH will replenish cash on-hand with the Fiscal Agent based on financial reports as described in Article VIII. Replenishment may be made until such

time as total reimbursements plus the initial advance payment equals the total amount of funds set forth in the Budget. Any funds remaining after completion of this project shall be refunded to UNC/CH. See Article VIII for the proper format to report costs and request replenishment funds.

Article VIII - Reporting Requirements

A bi-monthly (every other month) report will be submitted to the Director, INTRAH, in the following format:

SUBCONTRACTOR BI-MONTHLY (every other month) REPORT #

Subcontractor _____

Reporting beginning _____ and ending _____, 198 _____

Date: _____

Person filling out report: _____

Title of Project: _____

Part A: Technical

I. Project Objectives

- 1.
- 2.
- 3.
- 4.

Activities for this Reporting Period

- 1.
- 2.
- 3.

II. Cite any difficulties encountered in conducting activities.

III. Please cite any situations that impede the progress of the project/contract toward meeting its objectives.

IV. Forecast of activities during the next reporting period.

Part B. Financial Report #

(The budget and report will be in shillings)

<u>Category</u>	Shilling Budget from <u>INTRAH</u>	Inception to Last Reported <u>Period</u>	<u>Expenditures</u>	
			This Period (insert date)	<u>Cumulative Expenditures</u>
Total	_____	_____	_____	_____
Total shillings reported this period			_____	
Total U.S. dollars reported reported this period			_____	
Conversion rate			_____	
			(insert rate)	

The undersigned hereby certifies that payment of the sum claimed is proper and due.

Signed _____
Typed Name _____
Title _____
Date _____

Funding Status

Advances from INTRAH

<u>Advance No. or Check No.</u>	<u>U.S. Dollars</u>	<u>Conversion Rate</u>	<u>Value in Local Currency</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total

Financial Reports to INTRAH

<u>Report No.</u>	<u>Dollars</u>	<u>Conversion Rate</u>	<u>Local Currency</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total

Still to be
Reported

Article IX - Evaluation

1. For purposes of evaluation of the Nurse' Education in Maternal and Child Health/Family Planning II training program, a working relationship will be established between the Ministry of Health, Nursing Council and the National Council for Population and Development. The Nursing Division will assist and collaborate and consult with the Family Health Division, the Nursing Council and the National Council for Population and Development.
2. The Nursing Division will coordinate and collaborate with the Family Health Division and the National Council for Population and Development in executing the contract workplan within the seven provinces of Kenya to assure to as great extent as possible that an assessment of training as an intervention in family planning and family health can be made.
3. Designated Project Officers will administer INTRAH Biodata and Participant Reaction forms to all persons trained under the terms of the contract at the time of training. Biodata forms and Participant Reaction forms will be forwarded to INTRAH.
4. Designated Project Officers will prepare a pre and post test of learning for the training of the 600 ECNs. This test will be administered to all ECNs immediately prior to and immediately following the training event and results, along with a copy of the pre-post test, will be forwarded to INTRAH.

5. Project Officers will draw a randomly selected sample of three ECNs trained during each of the individual training events (a total of 72 ECNs) to be followed up at the end of the first year after training (39 ECNs to be followed up in 1987) and at the end of the second year after training (72 ECNs to be followed up in 1988). During this follow-up, Biodata forms and post-tests of skills from the training event will again be administered to these ECNs. Copies of of these follow-up documents will be transmitted to INTRAH.
6. Project Officers, in consultation with the Family Health Division and the National Council for Population and Development, will develop a baseline documentation of family planning resources presently available in those areas (districts) in which ECN training will take place and will forward a copy of this document to INTRAH. At the completion of the training project, a second documentation of family planning resources will be prepared and this document also forwarded to INTRAH.

Article X - Amendment

This contract may be modified by amendment, subject to the mutual agreement of both parties and the prior concurrence of the USAID/Nairobi and AID/Washington.

Article XI - General Provision

1. Examination of Records
2. Audit
3. Abortion-Related Activities
4. Voluntary Participation
5. Sterilization
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General Provisions
Cost Reimbursable Service Contract
UNC/CH INTRAH Project

1. Examination of records by Comptroller General, UNC/CH and/or UNC/CH Designated Representatives
 - A. The contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives, UNC/CH or UNC/CH designated representative, including commercial audit firms, shall, until the expiration of three years after final payment under the Contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to this Contract.
 - B. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives, UNC/CH designated representatives, including commercial audit firms, shall until the expiration of three years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract. The terms "subcontract" as used in this clause excludes (1) purchase orders not exceeding two thousand five hundred dollars (\$2,500) and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
 - C. The periods of access and examination described in (A) and (B) above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, UNC/CH and/or UNC/CH designated representatives, including commercial audit firms, shall continue until such litigation, claims or exceptions have been disposed of.

2. Audit

The UNC/CH Office of Contracts and Grants or authorized representatives (including commercial audit firms) shall have the right to examine all documents and/or financial records related to this contract. All these records shall be made available at the office of the contractor for audit and reproduction during the life of the contract and for three years after the final payment. If the audit findings disclose any questionable expenditures, the Contractor agrees to submit clarifying details to UNC/CH. These explanations will be reviewed by UNC/CH. Both parties agree that, where the audit findings disclose unallowable expenditures and these are not satisfactorily explained, reimbursement will be made to UNC/CH for such disallowed expenditures.

3. Abortion-Related Activities

No funds made available under this contract shall be used to: 1) procure equipment used to induce abortions; 2) pay incentives to women to have abortions; 3) pay for programs that promote abortions as a method of family planning; 4) pay for information, education, training and communications programs that seek to promote abortion as a method of family planning. The Contractor agrees to insert a paragraph containing all the provisions of this paragraph (3) in all subcontracts issued under this contract.

4. Voluntary Participation

Funds made available under this contract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program. The Contractor agrees to insert a paragraph containing all the provisions of this paragraph (4) in all subcontracts issued under this contract.

5. Requirements for Sterilization Programs

A. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilizations or to coerce or provide financial incentive to any person to practice sterilization.

- B. The Contractor shall insure that surgical sterilization procedures supported in whole or in part by funds from the contract are performed only after the individual has voluntarily come to the treatment facility and has given an informed consent to the sterilization procedure. Informed consent means the voluntary knowing assent from the individual given after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the fact that the consent can be withdrawn at any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress or other forms of ~~cooperation~~^{COERCION} or misrepresentation.
- C. Further, the Contractor shall document the patient's informed consent by (1) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistan^t of the attending physician; or (2) when a patient is unable to read adequately a written certification signed by the attending physician or by the authorized assistan^t of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of the witness who shall be of the same sex and speak the same language as the patient.
- D. Copies of the informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the performing Contractor or sub-contractor for a period of three years after the performance of the sterilization procedure.
- E. The Contractor agrees to insert a paragraph containing all the provisions of this paragraph (5.E.) in all subcontracts issued under this contract.

6. International Air Travel

United States law requires that all contractors use U.S. airlines for international air travel. The Contractor agrees to use U.S. airlines for

international travel to the extent services by such airlines are available. In the event the Contractor selects a non-U.S. airline, the Contractor will include the following certification with the records for future audit:

Certification of Unavailability - U.S. airlines

I hereby certify that transportation by U.S. airlines for travel from _____ to _____ was unavailable for the following reason(s):

(State Reason(s))

Signature _____
Date _____

7. Termination

If for whatever reason, AID/Washington terminates the prime contract between AID and UNC/CH, then all subcontracts issued under these General Provisions are automatically terminated effective the same date as the termination date of the prime contract. In addition, either party may terminate this contract by giving a 60-day written notice of termination to the other party stating the reason(s) for such termination. Except for un-cancellable commitments made prior to the effective date of termination, no reimbursement shall be made for costs incurred after the effective date of termination. The other party agrees to refund to UNC/CH any funds advanced but not spent prior to termination.

8. Disputes.

In the event of a contractual dispute between UNC/CH and the Contractor, both parties agree to submit the dispute to a mutually acceptable outside arbitrator and to accept and follow the findings of the outside arbitrator.

9. Prevailing English Version

In case of disagreement and dispute as to the meaning of any part of this

Contract, including its General Provisions, the English version prevails.

10. Notices

Any official notice, report or communication given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph or registered or regular mail as follows:

To UNC/CH: Director, INTRAH
 208 North Columbia Street
 Chapel Hill, North Carolina 27514
 U.S.A.

To Contractor: at Contractor's address as shown in the Contract.

Service Contract

This contract is made in Chapel Hill, North Carolina, USA between Coopers & Lybrand, P O Box 30158, Nairobi, Kenya (hereinafter the Fiscal Agent) and the University of North Carolina at Chapel Hill (hereinafter UNC/CH).

1. Objective

The contract objective is to establish arrangements for appropriate financial accounting and reporting services to support the training contract between the Ministry of Health (MOH), Republic of Kenya and UNC/CH.

2. Fiscal Agent Responsibilities

At a date to be established by UNC/CH, the Fiscal Agent will commence to provide the following services:

a) Finance Related

- (1) Receive U.S. dollar cheques.
- (2) Convert the dollars to Kenyan shillings at the official exchange rate.
- (3) Open a separate account in a Nairobi bank and make periodic deposits which shall bear a title reflecting INTRAH participation.
- (4) Cheque signature authority for withdrawals against this account shall be vested in the Fiscal Agent.
- (5) Record all deposits in a cash book.
- (6) At the written request of the MOH and provided the request either contains or is accompanied by adequate detail, make direct cheque payments to vendors and/or consultant agencies.
- (7) Upon MOH written request, make cash advances in support of scheduled training activities. Record same in the cash book.
- (8) Reconcile cash advances made to the MOH by obtaining detailed reports and receipts.

- (9) Provide UNC/CH with a report (every two months) of the cash received, cash disbursed and current bank balance. All reports shall be in Kenyan shillings and shall indicate the current rate of currency exchange. Copies of bank statements shall be provided to INTRAH. The format of this report shall be as agreed between UNC/CH and the Fiscal Agent.

b) Report Related

- (1) Every two months, the Fiscal Agent shall prepare and submit a sequentially numbered Expenditure Report to UNC/CH.
- (2) Upon receipt, UNC/CH will replenish the cash advanced with a U.S. dollar cheque in the value as given in the report.
- (3) The Fiscal Agent will exercise its best offices to protect the interests of both the MOH and UNC/CH.
- (4) The format for the Expenditure Report will be as follows:-

Expenditure Report Number _____
(Kenya Shillings)

<u>Category</u>	<u>Budget from INTRAH</u>	<u>Total Expenditures</u>	
		<u>Inception to last reported Period</u>	<u>This period (insert start and end dates) Cumulative Expenditures</u>

Totals

Total shillings reported "this period" _____

Total U.S. Dollars reported "this period" _____

Conversion rate _____

The undersigned hereby certify that payments of the sum reported is correct and that all services called for in this contract have been provided.

Signed _____

Typed Name _____

Title _____

Date _____

3. MOH Responsibilities

- a) Prior to scheduled training activities, submit written requests to the Fiscal Agent for cash advances required for the execution of training activities.
- b) During and/or upon completion of each training activity, promptly submit detailed reports and receipts (as available) to the Fiscal Agent so as to verify expenditures against cash advances.

4. UNC/CH Responsibilities

- a) To develop a training agreement with the MOH, Government of Kenya and to provide a copy thereof to the Fiscal Agent.
- b) To advance and replenish the cash account as already described.

5. Reimbursement to the Fiscal Agent for Services Rendered

- a) Fiscal Agent charges for the services herein described will be based on hourly rates, utilizing competent staff at the lowest level commensurate with the work to be done.
- b) The Fiscal Agent will submit fee notes every two months for reimbursement of services provided under this contract. The fee note will initially be calculated in Kenyan shillings. The charges will be converted to U.S. dollars at the current exchange rate and will be sent to the Director, INTRAH, 208 North Columbia Street, North Carolina, U.S.A. 27514.
- c) Reimbursement will be by a U.S. dollar cheque sent from the University of North Carolina.

6. Effective Period

This contract is effective January 1, 1986 and will terminate December 31, 1988.

7. General Provisions

The attached General Provisions are incorporated herein by reference:-

- a) Examination of Records by Comptroller General, UNC/CH and/or UNC/CH Designated Representatives
- b) Audit
- c) Abortion related activities
- d) Voluntary Participation
- e) Requirements for Sterilization Programs

- f) International Air Travel
- g) Termination
- h) Disputes
- i) Prevailing English version
- j) Notices

8. Entire Contract

This contract constitutes the entire and only contract between the parties hereto. It may be amended or extended by amendment subject to the mutual agreement of both parties and the concurrence of USAID/Nairobi and AID/Washington.

For the University of
North Carolina at
Chapel Hill

For Coopers & Lybrand
P O Box 30158
Nairobi, Kenya

Signature

Signature

Date

Date

**Memorandum of Agreement
between the
Division of Family Health
Ministry of Health, Government of Kenya
and the University of North Carolina at Chapel Hill**

1. General: This agreement documents understandings between the Division of Family Health (DFH), Ministry of Health, Nairobi, Kenya and the University of North Carolina at Chapel Hill.

2. Goal and Objectives:

To improve the family health services in Kenya through strengthening the training capabilities of the DFH.

Project Objectives:

- a. To increase the number and strengthen the training capability of family health trainers in all training centres of the DFH.
- b. To strengthen an in-service training system within the DFH.
- c. To strengthen training program evaluation skills.

Operational Objectives:

- a. To train 25 family health trainers in training skills.
- b. To update training skills and knowledge of 100 trainers.

- c. To revise the family planning clinical skills curriculum for registered nurses.
- d. To provide technical assistance in data management for 2 participants of the 1985 Chapel Hill Evaluation workshop and TOT participants.

3. Work Plan:

Activity	Dates	Participants	Consultants/Trainers
1. Training of Trainers Workshop	Nov. 11 - Dec. 6, 1985 (4 weeks)	25: 2 DFH 23 Decentralized and other training centres.	2 INTRAH
2. Follow-up technical assistance in Evaluation.	Dec. 9 - 11, 1985 (3 days)	2 DFH participants of Evaluation Course in Chapel Hill	1 INTRAH
3. Refresher Training of Trainers and RN Curriculum Review	Mar. 3 - 31, 1986 (4 weeks)	25: 7 DFH Participants 18 Decentralized and other training centres	2 INTRAH 1 DFH
4. Refresher Training of Trainers	Mar. 1987 (4 weeks)	25: 8 DFH 17 from Decentralized and other centres	1 INTRAH 1 DFH
5. Refresher Training of Trainers for participants of Activity I.	Mar. 1988	25: Participants of Activity I	1 INTRAH 1 DFH
6. Refresher Training of Trainers	Mar. 1989	25: 7 DFH 18 Decentralized and other training centres.	1 INTRAH 1 DFH

* Any of these activities may be conducted as TOT for new trainers should the need arise.

Workshop Description

The curriculum will be developed by INTRAH and MOH/DFH trainers. Content will include but not be limited to:

Training of Trainers:

- : Communication process
- : Group dynamics
- : Problem solving and decision making
- : Adult training principles and methods
- : Leadership
- : Value clarification
- : Trainers Roles
- : Training needs assessment
- : Goals and Objectives
- : Visual, audio/visual aids in training
- : Planning, conducting and evaluating training

For Review/revision of RN/RCO curriculum

- : Curriculum development/review process

4. Responsibilities of the DFH.

- a. Appointment of a project coordinator.
- b. Selection and notification of participants.
- c. Provision of physical facilities for training.
- d. Provision of funds to cover in-country costs for INTRAH training activities (except for INTRAH technical costs).
- e. Provision of workshop consumable materials such as paper, chalk, newsprint, pens, etc.

5. Responsibilities of UNC/CH.

- a. Provision of technical assistance as described in paragraph 3, work plan.
- b. Provision of funds for fees, air travel, per diem and local travel funds for INTRAH staff/consultants providing technical assistance.
- c. Ensuring an adequate supply of INTRAH forms required to document the participants training.
- d. Ensuring the necessary forms are completed by the participants.

6. Evaluation

Evaluation of the workshops will include:

- a. Use of INTRAH's biodata forms to assess appropriateness of participant selection.
- b. Comparison of pre-and-post test scores.
- c. Participant reaction (using INTRAH's participant reaction forms) to training content, process and materials, the training environment, the training and resource persons, and the appropriateness and value of the workshop(s) to their post-training functions.
- d. Trainers' observations and feedback.

7. Agreement Duration.

This agreement is effective November 1, 1985 and will terminate March 31, 1989.

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8. Amendment.

This agreement may be modified by amendment, subject to the mutual agreement of both parties and the prior concurrence of the USAID/Nairobi and AID/Washington.

9. Termination.

Either party may terminate this agreement by giving a 30-day written notice of termination to the other party stating the reason(s) for such termination. Also, if for whatever reason, AID/Washington should terminate the prime contract between AID and UNC/CH, then this agreement shall automatically be terminated effective the same date as the termination date of the prime contract.

For the UNC/CH
Chapel Hill, NC

For the DFH
Nairobi, Kenya

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date