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GRANTS MANAGEMENT MANUAL

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DISCLAIMER

The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development (USAID) or the United States Government

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ACRONYMS

AAPD	Acquisition and Assistance Policy Directive
ADS	Automated Directive System
APS	Annual Project Statement
CFR	Code of Federal Regulations
CO	Contracting Officer
COTR	Contract Officer's Technical Representative
CSO	Civil Society Organization
EEHR	Enabling Equity Health Reforms in Albania Project
FAR	Federal Acquisition Regulation
GAAP	Generally Accepted Accounting Practices
GMM	Grants Management Manual
GOA	Government of Albania
GST	Grants Support Team
MOH	Ministry of Health
NGO	Nongovernmental Organization
OMB	Office of Management and Budget
RFA	Request for Applications
USAID	United States Agency for International Development

I. INTRODUCTION

I.1 BACKGROUND

USAID/Albania's Enabling Equitable Health Reforms (EEHR) project is a five-year initiative (2010-15) to increase access to essential health services for the poor by supporting the implementation of health care reforms in Albania.

EEHR activities are aligned with goals of the Ministry of Health's Health Sector Strategy 2007 – 2013 to improve performance of the health system and the health status of the Albanian population. EEHR provides technical assistance and resources to assist key stakeholders in the application of reforms at the national level and helps develop and field-test approaches and tools that support implementation of reforms at the regional level. The project encourages the involvement of all key stakeholders in policymaking and planning, and most importantly supports an evidence-based policymaking process.

In close collaboration with the Ministry of Health (MOH) and other health system partners, EEHR employs three broad approaches to implementing reforms that will support good governance within the health care system and increase access to essential health services:

- Institutionalization of evidence-based policymaking and routine monitoring and evaluation of system performance;
- Introduction of country-tailored tools and mechanisms to implement a set of realistic, effective health reforms in selected regions; and
- Increasing advocacy for and communication about health reform within the Government of Albania (GOA), the health sector, donors, and among the general population to promote on-going support and momentum for the reform process. This approach is intended to help to build an informed and empowered public that understands its rights and responsibilities within the reformed health care system and supports a new culture of transparency and accountability.

EEHR builds upon the achievements of the GOA, key public health sector institutions and donors including USAID, WHO, and the World Bank to enact health system reform. Mobilizing local and international expertise, EEHR works with key national health sector partners to support the review of the policy formulation process and the description of roles and responsibilities of key health institutions and to identify critical barriers in implementing the health reforms. Through strong advocacy efforts EEHR helps increase awareness and participation of civil society and the population in the health reform process. By working at the regional level in close collaboration with the institutional partners, the project will help bring the benefits of reform closer to the grassroots level and bring closer to reality the vision of access to quality health care for all Albanians.

Currently in Albania, there is little engagement of communities or civil society in the health policy process. The only formal channel for obtaining the perspective of patients and communities is to register a complaint with the MOH. The EEHR Grants Program is designed to bring a wide range of voices into the reform process, including civil society groups, women, youth, and minority communities. For example, the grants program may support non-governmental partners in developing such tools as health promotion materials targeted to youth or rapid community assessment tools to understand the impact of reforms on equity and access to services for different groups.

The EEHR Grants Program is designed to develop communication channels between communities and civil society organizations (CSOs) and health policymakers, to build health research and monitoring and evaluation capacity, and to support media and advocacy training for nongovernmental organizations (NGOs) and CSOs, so they are better able to influence policy.

I.2 EEHR GRANTS PROGRAM

EEHR's Grants Program finances – through grants under contract – the implementation of small and medium-sized projects which contribute directly to the project's goals. NGOs and CSOs will contribute to all three of the project's strategies. The Grants Program supports NGOs and policy think tanks contributing evidence for more informed policymaking; producing and demonstrating new tools, approaches, and instruments that address specific health sector constraints; building the institutional capacity of NGOs; and improving the linkages between policymaking and civil society, including improving the accountability of government actors to the users/beneficiaries and providers, making the health system more responsive.

The EEHR Grants Program is one of the main project mechanisms for supporting institutional capacity building, and is intended to provide funds to support the implementation of activities in health system governance, institutional capacity building, health advocacy and communication, and monitoring and evaluation in the health sector. Every grant will be selected with a direct link to the main objectives of the EEHR project and implementation phase-related results. Specifically, grants will be provided to:

- Increase the involvement of professional associations and NGOs in the reform processes and improve the cooperation among them and government institutions and community groups in EEHR target regions;
- Increased the capacity of government institutions, NGOs, and other organizations to conduct research on the health sector for policy decisions and monitoring; and
- Increase the capacity of CSOs, government institutions, and even the private sector (including media outlets) to participate in activities to improve health sector governance (including advocacy, information dissemination, research, policy support, service delivery, and quality improvement activities).

A portion of the Grants Program may be used to commission special studies from external independent institutions, such as local universities, social science research institutions, and CSOs. The grants also may be used, although not exclusively, to increase the engagement of some target groups in the governance of the health sector, such as NGOs that represent women and other target populations to bring them into the policy dialogue.

The Grants Program entails a competitive process to select and award grants to NGOs and professional associations to provide valuable input to the policy reform design, implementation, and monitoring process. The Abt EEHR team will award up to \$400,000 in grants to non-governmental/professional organizations over the life of the project. The Grants Program will be implemented in both Phase 1 and Phase 2 of the project, with awardees determined by EEHR in close coordination with USAID through both competitive selection and approval of unsolicited proposals. Grants issued during the final year of the project will be programmed for completion at least three months prior to the EEHR end date.

USAID/Albania will play a substantive role in selecting grant recipients, which will be expected to comply with all relevant regulations and requirements of the U.S. Government. Grants are targeted to overcome any constraints in achieving project objectives and to build the capacity of grant recipients.

The geographic scope of the EEHR Grants Program will be focused on the regions approved by the MOH and USAID/Albania as "EEHR Target Regions." Possible areas of program focus for grants will be identified during the resource and capacity mapping of target regions. The mapping exercise also will allow for identification of potential grant recipients – the mapping will provide EEHR with a comprehensive list of professional NGOs engaged in health programs in the target regions.

I.3 PURPOSE OF THE MANUAL

The purpose of the Grants Management Manual (GMM) is to provide a framework for EEHR to design and implement the Grants Program using standard processes and procedures. The GMM provides guidelines to EEHR partners and grantees on the following aspects of grant administration:

- Application process;
- Selection and award process; and
- Grant management and implementation.

1.4 ELIGIBLE ACTIVITIES

While grant rounds may further specify priority activities, in awarding grants, EEHR initially will place priority on the following areas of intervention:

1. Health System Governance;
2. Institutional Capacity Building;
3. Health Advocacy and Communication; and
4. Monitoring and Evaluation.

Grants are targeted to overcome any constraints in achieving project objectives, including but not limited to institutional research capacity, coordination mechanisms, accountability tools, performance standards and protocols, research, advocacy, training, and systems expansion and improvement.

Grants are intended to fund activities that directly contribute to institutional capacity building, which is the key to implement sustainable reforms; however, it is not the purpose of the EEHR Grants Program to provide foundational funding for local organizations. Reasonable overhead costs will be considered as part of application budgets. While EEHR will provide orientation and training to successful grant applicants to enable them to adequately manage and report on funds and program activities, it is not the primary purpose of the Grants Program to build this capability from the ground up.

1.5 GRANT PROGRAM BUDGET

The budget for the EEHR Grants Program is \$400,000 for activities related to high impact health sector reform. Grant applicants will budget for proposed activities in accordance with a prescribed budget template (see Annex A) and the Technical Review Committee and Grants Support Team (GST) will assess whether proposed costs are reasonable and adequate.

1.6 GRANT PERIOD

Annual calls for grant applications will be issued, plus the program will accept applications on a rolling, ad-hoc basis through September 2014. The period of performance for grants will be from six months to one year for each grant; no-cost extensions will be considered for well-performing grantees that have funds remaining at the end of the one-year grant period. Organizations that meet program and financial performance standards during the first year of the Grants Program will be eligible to apply for continuing grants in following years.

1.7 ELIGIBILITY FOR GRANTS

The following types of Albanian entities in will be eligible for grants:

1. Professional associations,
2. Institutions of higher education,
3. Hospitals,
4. Nonprofit non-governmental organizations, and
5. Commercial organizations.

Grant applicants must fall into the categories listed above. In addition, organizations applying for grants must:

- Be legally registered entities in Albania (applicant organizations must produce registration documents or evidence of affiliation to a registered organization);
- Have demonstrated ability to manage grant funds (evidence of financial accountability systems, maintenance of accurate, detailed records of all expenses, and have designated financial management personnel); and
- Have demonstrated capacity in one of the following areas: health system governance, institutional capacity building, health advocacy and communication, research, and monitoring and evaluation.
- Not debarred or suspended from doing business with the US Government and local governments.

The geographic scope of project grants is limited to Albania in the regions designated as EEHR target regions.

1.8 GRANT REGULATIONS

As prime contractor for EEHR, Abt Associates will have full responsibility for developing and administering the EEHR Grants Program. Abt will award grants on behalf of USAID to eligible recipients to further the aim of the EEHR contract and will administer these grants in accordance with the requirements of USAID's Automated Directives System (ADS) 302 and 22 Code of Federal Regulations (CFR) 226, applicable laws, and standard provisions provided by USAID and attached to the EEHR contract.

The EEHR Grants Program is designed to ensure that grants awarded under the project will be compliant with all relevant U.S. Government regulations. The relevant regulations are found in the ADS, and copies of these will be attached to each grant agreement. The most fundamental points affecting grantees are listed below:

- USAID must be significantly involved in establishing selection criteria and must approve the actual selection of grant recipients.
- USAID must ensure that the requirements that apply to USAID-executed grants also will apply to grants that a USAID contractor (i.e., Abt Associates through EEHR) executes.
- USAID must retain, in the contracting arrangement, the ability to terminate the grant activities unilaterally in extraordinary circumstances.

All grantees will be expected to comply with the Office of Management and Budget (OMB) Circular A-110 Uniform Administrative Requirements, which can be found at: http://www.whitehouse.gov/omb/circulars_a110/.

Code of Conduct and Conflict of Interest: The contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of grants. 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 a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her 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 organization 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 sub-agreements.

Procurement Restrictions: Certain restrictions on, and eligibility and source requirements for, procurement will apply to the EEHR Grants Program. Responsible staff from EEHR will work with grantees to ensure that proper authorization is obtained for purchase of restricted goods or for the use of other sources.

Profit Under Assistance Agreements: It is USAID's policy not to include profits of any nature under assistance agreements and sub-agreements at any level. Reasonable, allocable and allowable

expenses, both direct and indirect, which are related to the agreement program and are in accordance with applicable cost standards, may be paid under EEHR grant agreements.

Factors Affecting Allowability of Costs: To be allowable under an award, costs must meet the following general criteria:

1. Be reasonable for the performance of the award and be allocable thereto under these principles.
2. Conform to any limitations or exclusions set forth in the cost principles contained in OMB Circular A-122 or in the award as to types or amount of cost items.
3. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization.
4. Be accorded consistent treatment.
5. Be determined in accordance with generally accepted accounting principles (GAAP).
6. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period.
7. Be adequately documented.

The cost principles that cover grants are contained in OMB Circular A-122 Cost Principles for Non-Profit Organizations: http://www.whitehouse.gov/omb/circulars_a122_2004/.

1.9 GRANT TYPES

To promote maximum flexibility and due to the diversity of prospective recipients, the following types of grants EEHR may utilize are:

1. Simplified Format Grants, which may be either cost reimbursable or fixed obligation.
2. Standard Format Grants, which may be periodic advance, cost reimbursable, or fixed obligation

The EEHR Grants Manager will determine the type of grant to be used, based on the criteria and limitations in ADS 303 and 304 and USAID Acquisition and Assistance Policy Directives (AAPDs). Requests for Applications (RFAs) will specify the type of grant being solicited.

Factors in determining the appropriate grant instrument include:

- Nature of the grant activity;
- Whether the applicant requires advances of grant funding, or will be paid on a cost reimbursement basis;
- Whether the applicant's administrative and financial systems are adequate to meet USAID accountability and reporting requirements; and
- Value of the project.

Many local organizations operating at community level in Albania are relatively small and as such are unlikely to have the necessary working capital to operate on a cost reimbursement basis. On the other hand, potential grantees may not have adequate finance and procurement systems to qualify for advances. Under such circumstances, it is very likely that standard grants with special award conditions will be the primary grant instrument. Following guidance in ADS 303.3.9.2 regarding high risk recipients, the EEHR project will take whatever additional steps deemed necessary to mitigate those risks. For example, where feasible, EEHR may provide specific technical assistance and more rigorous financial monitoring to high risk grantees.

Based on the relevant U.S. Government Regulations, grants may be of the following types:

A. Simplified Format Grants

This will be the preferred regulatory format for this program. The Simplified Format enables streamlined grant paperwork and management.

The ADS regulations allow the grantor to select this form for grants to U.S. and non-U.S. NGOs as long as the grant meets the following main requirements:

1. Procurement conditions:
 - a. The grantee will not purchase any ineligible or restricted goods;
 - b. All goods the grantee will purchase have their source/origin in the authorized geographic code, and
 - c. The grantee will not purchase any single item that has a useful life over one year and an acquisition cost of \$5,000 or more.
2. The grantee is required to sign pre-award certifications (including regarding environmental compliance);
3. The grantee is not provided with advance payments under the Grants Program;
4. The grant includes language requiring the grantee to allow Abt access to its records for up to three years, and that the grantee will refund to the project any funds it received for any costs that did not meet the terms and conditions of the grant;
5. For grants using the simplified grant format on a cost reimbursement basis,
 - a. All costs to be charged to the grant are identified in the grant text;
 - b. Costs do not include indirect costs; and
 - c. The grant will be included in any audit required by OMB A-133 or ADS 591.3.4.
6. The grantee should cover part of the project cost. This is termed 'cost-sharing' and can be arranged in cash and/or in-kind, for example, by contributing space, equipment, voluntary labor, relevant technology or expertise, paying for utilities or transportation costs. EEHR will practice a flexible approach to the required size of grantees' contributions and the share of cash and in-kind contributions. The grantor encourages grantees to provide their resources for grant activities at visible but affordable levels;
7. All costs to be charged to the grant are identified in the grant text and do not include international airfare or indirect costs; and
8. Grantee does not enter into sub-agreements with other organizations to implement the grant.

B. Standard Format Grants

There is a potential for grants that do not meet one or more of the Simplified Format criteria listed above. For these grants, a Standard Grant Format agreement, inclusive of the provisions from the ADS entitled "Mandatory Standard Provisions for (Non-) US, Nongovernmental Recipients" will be used.

1.10 GRANTS MANAGEMENT

The project's Chief of Party and USAID Contract Officer's Technical Representative (COTR) or a designated representative from the USAID/Albania Health Office will serve as standing members on the Technical Review Committee for selection.

In addition, the project will convene a Grants Support Team (GST). The Technical Review Committee and GST will develop any RFA or Annual Project Statement (APS); The GST will be responsible for screening and initial assessment of all the applications for completeness and minimum criteria; and periodic monitoring of grant program and financial performance. The GST will consist of the project's Grants Manager, one Technical Advisor, and one Regional Policy Process Coordinator.

1.11 TECHNICAL ASSISTANCE

EEHR will provide managerial and technical oversight for activities undertaken by grant recipients.

The project will develop guidelines and a standard briefing session for grantees on the financial and program management and reporting requirements of the Grants Program. As required, EEHR staff will provide coaching in either or both of these areas for responsible staff members in grantee organizations.

This assistance to grantees will be geared towards ensuring that activities are of acceptable technical standards and that grant funds are managed appropriately. EEHR will provide ongoing support and oversight for planned activities, and foster technical exchange between grantees and other groups for experience sharing and technical collaboration.

2. APPLICATION PROCESS

The EEHR Grants Program will consider applications that are submitted in response to any scheduled RFA issued through the program as well as unsolicited applications submitted in accordance with any APS (see below for details).

2.1 REQUEST FOR APPLICATIONS – ANNUAL PROJECT STATEMENTS

The EEHR team, in collaboration with regional level counterparts, will identify areas of critical need related to health sector reform activities in project regions. The Technical Review Committee and the GST will develop an Annual Project Statement (APS) outlining the areas of technical focus, geographic scope, and program parameters for grant applications. The APS will serve as the basis for subsequent RFAs to be issued.

The APS may be modified to fit the specific needs of each region. While data related to service delivery and capacity building needs will be available for each region, the APS will be issued at the national level. The APS will present the entire agenda of the EEHR Grants Program and may be modified annually in accordance with the changing needs and program priorities of the EEHR target regions. RFAs accompanying the APS will include preferred grant size and target number of grants, and where and over what time period applications should be submitted. EEHR also may issue project-specific RFAs with clearly defined grant objectives, size, geographic focus, eligibility criteria, period of grant, implementation strategy, and other terms and conditions specified for a particular intervention.

Concurrent with issuing the APS and subsequent RFAs, EEHR will host “bidder’s conferences” – or pre-application briefing sessions – in each region, during which all prospective and interested organizations will be provided with a full orientation to the EEHR Grants Program, including: 1) eligibility criteria and minimum qualifications for applicant organizations; 2) areas of technical focus, geographic scope, and program parameters; 3) the application and selection process; and 4) program and financial management and reporting requirements for grantees.

2.2 GRANT APPLICATION FORMAT AND INSTRUCTIONS

Applicants will use the application form in Annex A. Application packets will be disseminated on request in hard copy or electronically. In order for applications to be considered for review, applicants must follow the instructions accurately and completely.

2.3 PRE-PROPOSAL BRIEFING AND APPLICATION ASSISTANCE

After application packets are disseminated to interested bidders, EEHR will hold another briefing to respond to any detailed questions that potential recipients might have regarding the application process. Potential recipients may either submit questions in advance of the briefing or they may attend the briefing and pose questions at that time. Whether questions are posed in advance or in person at the briefing, all questions and responses will be posted or distributed via email to all potential applicants as possible.

2.4 COST SHARE OR MATCHING

Potential grantees will note that the budget template has a column for the grantee’s portion of the program costs, otherwise known as “cost share.” While the EEHR Grants Program will not include specific requirements for cost share, grant applicants will be encouraged to provide detail on matching contributions to meeting the objectives of proposed program activities. All contributions,

including cash and third party in-kind, shall be accepted as part of the grantee's cost sharing or matching when such contributions meet all of the following criteria:

1. Are verifiable from the recipient's records;
2. Are not included as contributions for any other federally-assisted project or program;
3. Are necessary and reasonable for proper and efficient accomplishment of project or program objectives;
4. Are allowable under the applicable cost principles: OMB Circular A-122 Cost Principles for Non-Profit Organizations: http://www.whitehouse.gov/omb/circulars_a122_2004/; and
5. Are provided for in the approved budget.

2.5 SUBMISSION OF GRANT APPLICATION

The grant application package will consist of the completed grant application and budget templates contained in Annex A.

After RFAs are issued, potential grant recipients will be given 4-5 weeks to complete both technical and financial applications (deadlines will be clearly stated in the RFA). Unsolicited applications in response to themes announced in the APS will be accepted and reviewed on an ad hoc, rolling basis.

In preparing the cost/financial plan and any associated budgets, applicants are required to:

- Budget discrete tasks using a standard line item budget format; and
- Amalgamate tasks into natural groupings that relate to tranche payments.

Following the financial plan format allows both the applicant and EEHR to analyze the activity budget in terms of traditional line item costs and individual task pricing. Because each awarded grantee must report usage of activity funds against this format it ensures a consistency of financial planning and reporting across all applicants and awardees. The format facilitates financial analysis by cost categories and can indicate relative cost efficiencies (or inefficiencies) of a given grant activity. The standard format is a user-friendly fiscal control and reporting tool.

Applications will be submitted by e-mail or in hard copy to the GST (detailed submission instructions will be clearly stated in the RFA). To be considered for a grant award, an application must be submitted by an eligible organization, follow the format and content presented in the application guidelines (including cost/financial plan/budget instructions), clearly address the agenda of the EEHR Grants Program, and contain a clear description of the objectives and activities intended for the project.

3. SELECTION AND AWARD PROCESS

3.1 SELECTION PROCESS

The Technical Review Committee will have primary responsibility for the review of grant applications and selection in accordance with the evaluation criteria set by the EEHR Grants Program. Major steps in the review and selection process are as follows:

1. The GST will initially screen all applications for completeness and minimum criteria.
2. Technical and financial applications passing the initial screening will be reviewed and scored for completeness and compatibility with EEHR Grants Program objectives by the GST and Technical Review Committee, using the desk appraisal checklist presented below. The Technical Review Committee is comprised of EEHR senior technical and managerial staff and is chaired by the Chief of Party for the EEHR project. The USAID Contracting Officer's Technical Representative (COTR) for the EEHR project (or their designee) has a standing seat on this committee and may participate in deliberations at will.
3. Organizations whose applications receive a threshold score (to be determined) and above will undergo a field appraisal, using the checklist presented below. During the field appraisal, GST members will assess each organization for soundness of financial management practices and technical capacity. Those promising applicants who require targeted coaching and specific technical or managerial oversight will be provided with this assistance by the EEHR Regional Policy Process Coordinators and project staff with relevant technical expertise.
4. Results of field appraisals will be reviewed and final recommendations for award will be compiled by the Technical Review Committee at national level and forwarded to USAID for final approval.

3.2 EVALUATION CRITERIA

The following minimum requirements will be applied to all applicants in order to help mitigate risk.

- Grantees must be legally registered in Albania or be endorsed with a signed letter of recommendation by their custodian/parent organization that is legally registered in Albania (i.e., NGO, CSO, professional association, etc.). This registration must be valid at the time of the grant's award.
- Grantees must hold a bank account in their name.

Weighted criteria will be used when several applicants compete under a project-specific RFA or have proposed projects that address the same grant initiative objective. The GST will apply the following set of evaluation criteria, listed in order of relative importance, when reviewing applications that pass the initial screening process. These criteria will be applied in a clear and transparent manner during the review of all applications:

1. Relevance to priority objectives and activities of EEHR, and to fulfilling specific areas of need at community level in EEHR Target Regions, as outlined earlier in this document;
2. Feasibility of proposed activities;
3. Significant involvement of applicant in proposed area of activity to ensure institutional commitment and experience with relevant technical issues;
4. Proven track record for managing grant funds;

5. Expected results clearly specified and oriented towards long term sustainability through linkages to other health sector reform efforts, donor programs, etc.;
6. Clear and operational definition of project objectives or milestones, with specific linkages to activities to be implemented under the applicant's program; and
7. Documented support from affiliated groups, notably that which provides evidence of community involvement, supports matching funding (in cash or in kind), and promotes sustainability.

The awards shall be granted on the basis of technical merit, with cost consciousness and best value considerations. Proposals will be reviewed and rated on the following criteria, with a total possible score of 100 points at each step of the appraisal process.

A. Desk Appraisal

Section	Evaluation Criteria	Possible score
1	Compatibility with EEHR goals and objectives	10
2	Organizational background	15
3	Proposed technical interventions, including clear specification of project objectives and expected results	45
4	Organizational management and governance	10
5	Budget presentation and evidence of financial management capability	20
TOTAL		100

B. Field Appraisal

Section	Evaluation Criteria	Possible Score
1	Evidence of experience and technical capacity required to undertake proposed activities	30
2	Evidence of organizational soundness and sustainability (e.g., systems and policies in place for planning and management of projects, and financial and human resources management; evidence of financial soundness)	25
3	Financial management systems and capacity	15
4	Past performance on similar grant funded projects/activities	10
5	Reputation and credibility among MOH and community stakeholders in area of proposed geographic focus	10
6	Gender balance in staffing and evidence of gender mainstreaming in program approaches	10
TOTAL		100

Applicants with a weighted score on both the desk and field appraisals that exceeds the threshold set for that grant round will be considered by the GST and Technical Review Committee as eligible for award.

3.3 APPROVAL, DECISION, AND NOTIFICATION

All project grants recommended for funding by EEHR are subject to an approval process which will be implemented by USAID/Albania. The EEHR COTR is the USAID/Albania official responsible for the administration of the program and will provide final approval of all grants.

Final recommendations for award will be submitted to USAID for final approval of awards. The process of review, award decision, USAID approval and notification will take no longer than 45 days from receipt of complete grant applications.

All applicants will be notified of the results of the grant review process and will have the opportunity to contact the EEHR Grants Manager within 10 days of notification with questions or requests for clarification.

3.4 PRE-AWARD REVIEW AND NEGOTIATIONS

After the applicant is selected but before the grant agreement is signed, the EEHR Grants Manager may contact selected grantees to discuss grantee capacity to manage the grant budget, account for costs, provide financial reporting required by EEHR and USAID, and manage the technical activities funded through the grant. In the event that further oversight and support are required, EEHR will create a plan for monitoring and coaching the individual grant recipient to be implemented during the first three to six months of grant activity.

EEHR holds the right to negotiate proposed revisions in either the scope of proposed activities and/or amounts budgeted for these activities with the winning grantee to negotiate changes in the proposed grant at the project's initiative.

3.5 GRANT SECURITY

Each grantee must ensure the security of the facilities, equipment and staff during all phases of project implementation.

3.6 GRANT AGREEMENT

As the prime contractor for EEHR, Abt will issue and sign agreements with grantees using a standard format compliant with USAID regulations, and containing the required flow-down contract clauses.

The grant agreement will include the following main sections:

- Project description, which includes objectives, milestones, activities, and key staff responsibilities;
- Implementation schedule with a timeline matched to milestones;
- Budget matched to planned activities and specified by major cost category;
- Reporting forms and instructions; and
- Standard provisions mandated by USAID, the EEHR contract, and the EEHR Grants Program, including applicable procurement standards.

4. GRANT MANAGEMENT AND IMPLEMENTATION

4.1 MANAGERIAL RESPONSIBILITIES

Grant recipients will be required to designate one officer responsible for managing and reporting on the grant's technical and administrative aspects.

The EEHR Grants Manager and respective Regional Policy Process Coordinators or Technical Advisors will monitor each grantee's progress in accomplishing planned activities within budget and achieving the objectives set out in grant proposals. Progress reviews will be undertaken on a quarterly basis. Grant recipients requiring additional oversight may be visited more frequently.

4.2 REPORTING

Grantees will comply with the following reporting requirements:

Financial status reports: Grantees will submit financial status reports to the EEHR Grants Manager (through the Policy Process Coordinators assigned to their region) on a quarterly basis, along with a closeout financial report within 30 days of completion of the period of grant performance. Reporting will be done in accordance with the accrual basis of accounting: costs will be reported for the period when they were incurred. Under fixed obligation grants, grantees will spend as per approved plans and budgets except where adjustment is needed, with prior approval from EEHR. Financial reports on cost-based grants shall be accompanied by supporting documents including receipts, payment vouchers, quotations, bank statement and reconciliation.

EEHR will perform a financial audit mid-way and at the completion of each grant. Grantees must fully cooperate with project audits by sharing grant documentation, making time for interviews, and providing office space if required.

Technical reports: Grantees will submit brief technical progress reports on a quarterly basis and upon completion of the grant. These reports must be submitted to the Regional Policy Process Coordinators or Technical Advisors, who will forward them to the EEHR Grants Manager together with financial reports on the periods indicated above.

Technical reports will summarize progress toward, and achievement of, grant milestones and final results. Specifically they should include:

- Information in Section I of the application form (summary).
- Copy of the milestones, activities, and timeline that were proposed in the application.
- Statements of the performance status against the planned milestones, activities, timeline, and performance indicators. For those milestones and activities that are planned but have not yet been performed or delayed, explanation should be provided. The success and failure on performing activities should be documented, and reasons for failure should be provided.
- A modified table of milestones, activities, and timelines should be provided should the grantee want to request modifications.
- Specification of requests for technical assistance if needed.

The final technical report will summarize all achievements of the grantee and provide evidence of the final results. Specifically, the report should include:

- Information in Section I of the application form (summary).

- List of the milestones and activities, and specified whether they are performed. Explanation should be provided for non-performance, and poor performance.
- List of planned results, products and target indicators, and evidence on the achievement of these results and target indicators.
- List of deliverables, accompanied by hard and soft copies of deliverables (e.g., reports, papers, tools, evaluations, conference summaries, brochures, etc.).
- Plan for future work following completion of the grant.

4.3 USAID OVERSIGHT

The USAID COTR for the EEHR project will receive periodic reports prepared by the EEHR Grants Manager detailing awards made, amounts disbursed, and current overall grant program status. USAID will be kept apprised of progress and issues regarding the Grants Program through routine quarterly and annual project reporting. USAID will be informed immediately should a serious issue arise regarding implementation of any given grant.

4.4 PAYMENTS

Grants awarded under the EEHR Grants program are classified as either fixed obligation or cost-reimbursable. Fixed obligation grants will be the preferred mechanism under the EEHR Grants Program.

In accordance with U.S. Government regulations, initial allocation of funds will be disbursed to selected grantees, while subsequent funding will be disbursed after achievement of specified project milestones and receipt of progress and financial reports as evidence of this achievement. In exceptional cases, under Standard Grant Format agreements, advance payments may be made; however, advances will be limited to the amounts required to meet planned project implementation expenses in a given time period (usually one month), with balance of funds taken into account while determining advance totals.

Fixed obligation grants enable a predetermined payment for a set objective or milestone. The EEHR Grants Manager will coordinate with the project's Regional Policy Process Coordinators and/or Technical Advisors to monitor utilization of grant funds. Funds will be disbursed as objectives or milestones are met or on a quarterly basis based on submission of quarterly technical progress reports. Continuing disbursements will be conditional on proper retirement of previous installments and achievement of activity milestones specified in the grant agreement.

This type of agreement will be used when a grant supports a very specific project with clearly defined objectives and milestones. Objectives and milestones need to be readily discernable and costs should be predictable and manageable. Cost projections will be based on 'cost history', that is prior experience of producing the same or very similar deliverables that can be applied to planned activities and budget. EEHR staff responsible for managing the Grants Program will determine, during the application review process and continued performance monitoring, that a prospective grantee has the capacity to manage costs, e.g., its accounting is compliant with standards and regulations, and auditing records do not reveal persistent irregularities.

Cost-Type Grants are grants that do not match the foregoing features of the fixed obligation grants. Cost-type grants reimburse allowable costs as they occur and usually involve a tighter cost control than under the fixed obligation grants. Cost reimbursement grants and similar cost-type grants are used to support projects where there is less certainty about the cost, and the accomplishment of the purpose or milestone in the grant project plan is less readily discernable. Payments on cost reimbursement type grants will be made based on reviewed financial reports submitted by the grantee on a monthly or quarterly basis and accompanied by supporting documents including receipts, payment vouchers, quotations, bank statement and reconciliation.

4.5 FINANCIAL CONTROL SYSTEMS AND REQUIREMENTS

4.5.1 GRANTEE REQUIREMENTS

All EEHR grantees will be required to meet the following:

- Provide evidence of financial accountability and maintain strict and detailed records of all expenses.
- Have designated individual/s responsible for financial management.
- Grantee maintains books, records, program documentation, and other materials related to the grant in accordance with generally accepted accounting principles.
- Grantee accounting records are, at a minimum, adequate to show: all costs incurred under the grant, the receipt and use of goods and services acquired under the grant, and the overall progress of the program.
- Grantee accounting and banking systems shall maintain EEHR Grants Program funds separately from all other grantee funds.
- Grantee systems are adequate to maintain all documentation for after the end of the project.
- Grantees will maintain a stock control register of all the property purchased using grant fund.

Although procurement is not expected under the EEHR Grants Programs, if it is planned or occurs, grantees must receive prior approval for any and all procurement; and must be fully compliant with USAID Procurement Regulations specific to the EEHR Contract and Authorized Geographic Code restrictions.

4.5.2 AUDITS, SURVEYS, AND VOUCHER VERIFICATIONS

USAID/Albania and EEHR require all grantees to comply with the following audits, survey, and review actions, as applicable:

1. Prior to awarding a grant, EEHR determines the selected organization's capacity to manage grant funds in accordance with grant award terms and conditions. If the organization has an established relationship with EEHR, or with another USAID-financed project, the determination can take the form of a desk review. In some cases, an on-site examination of administrative and financial systems and documentation, in conjunction with staff interviews, may be required. EEHR may conduct a formal pre-award survey or engage the services of an independent financial services or auditing firm.
2. Periodically, at its discretion, EEHR may request and conduct a voucher examination of all (or a sample) of the transactions related to a grant.
3. A grant award that exceeds \$25,000 per year in USAID funds (including reimbursements) is subject to an award-specific audit. EEHR covers the cost of this type of audit.

4.6 MONITORING AND EVALUATION REQUIREMENTS

All EEHR grant recipients will be incorporated into the project's monitoring and evaluation activities, including participating in reviews of their grant funded activities by EEHR staff and reporting regularly on achievements, benchmarks, and key indicators.

The EEHR Grants Manager and Regional Policy Process Coordinators or Technical Advisors will monitor for the timely performance of the planned activities and the delivery of products and results during the whole process of grant implementation. Monitoring will be undertaken as follows:

1. Review of quarterly technical progress reports jointly with responsible officers of grantee organizations and field visits, as appropriate to grantee activity sites.

2. Supportive supervision visits to each grantee twice a year using a system for performing these visits to be developed by EEHR. Whenever possible, Regional Policy Process Coordinators will be accompanied by relevant GST members during these visits.

Supportive supervision visits will be geared towards monitoring whether grantees are performing according to the planned milestones and activities, and whether activities are meeting adequate technical standards. The visiting teams will work with grantees to explore reasons for and draw lessons from delayed or poor performance and decide whether technical assistance should be provided to improve grantee performance. In the event of serious non-performance or suspected misuse of grant funds, EEHR withholds the right to terminate grants, and will ensure that the reasons for termination are adequately documented and agreed on with the GST, and that USAID is promptly informed.

EEHR grant recipients also will assist the project in tracking successes and progress in achieving key objectives and goals, and sharing lessons learned with EEHR program staff and other grant recipients. Identifying and documenting successes will be undertaken within the context of both the regular reporting called for in the grant agreements, as well as through: 1) formal meetings and discussions with EEHR program staff to collect data and discuss progress towards deliverables; 2) response to occasional surveys or information requests on key technical issues; and/or, 3) occasional meetings with EEHR's international and Albanian short-term technical experts. All data collected will be incorporated into overall EEHR monitoring and evaluation activities and regularly communicated to USAID through routine project reporting.

4.7 BRANDING AND MARKING REQUIREMENTS

All EEHR grantees will be required to comply with EEHR's approved Branding and Marking Plan, which specifies the manner in which publications and related materials must be branded, marked, and printed. A copy of this plan will be provided to grantees on award and will be included as an annex to all grant agreements.

4.8 GRANT AMENDMENT

Additional funds over the originally obligated grant amount will not be provided to grantees unless the grant agreement is modified, with concurrence from the GST and Technical Review Committee and approval from USAID/Albania. Grantees may receive additional funds for approved activities if EEHR and the grantee decide that extra funding is necessary and effective to expand on successful activities and results, within the grant period of performance. Final approval for any amendment to add funds will come from the USAID COTR. Additional funds will be provided by formal modification to the grant agreement.

Non-funded amendments to grant agreements will require written consent of both the grantee and the EEHR Grants Manager. Such amendments may concern additions to or reduction in the scope of work under the grant, without provision of additional funding.

4.9 GRANT TERMINATION

A grant will or may be terminated for the following reasons:

- If the grantor determines that the grantee is unable to implement the project on grant agreement terms and at least one attempt to rectify the problem has not succeeded.
- If both the grantor and the grantee agree to terminate the grant because continuing it is counterproductive.

The Mandatory Standard Provisions for non-U.S., non-governmental recipients detail grant termination and suspension procedures. These Provisions will be included in all grant agreements.

4.10 GRANT CLOSEOUT

Completion of grant activities: The EEHR Grants Manager or designated staff members will meet or otherwise communicate with the grantee to review and determine that all grant activities have been

completed and milestones and final results achieved at the acceptable level of quality. If all milestones have not been met, or their quality is somewhat lacking, EEHR may provide limited technical assistance to help the grantee improve the quality and/or completeness of the grant products.

Grant reporting: The grantee will submit all final financial and technical reports within 30 days of completion of the grant period of performance. The EEHR Regional Policy Process Coordinators will be responsible for receiving these reports, which will be compiled and reviewed by the Grants Manager. Grantees will be advised to keep grant records and financial documentation for three years after the end of the project.

Budget reconciliation: EEHR will not reimburse the grantee for costs in excess of the obligated grant amount. At the same time, the grantor will require and ensure that the grantee refunds any balance of the unspent cash that is not authorized to be retained by the grantee.

ANNEX A: GRANT APPLICATION FORM

Summary Information

Please provide _ the following information:

Date of application: (DD/MM/YYYY)

Title of applicant organization:

Title of project/activity proposed for funding:

Amount requested: (ALL)

Proposed Project Manager: (title)

Contact information: (Physical address, email and phone number)

Project background: (up to 100 words)

Objectives: (100 words or less):

Justification for grant: (not more than 300 words)

Reference to the USAID EEHR grants objective(s):

Proposed effective date (DD/MM/YYYY)

Proposed end date (DD/MM/YYYY)

Project implementation site(s)
(Include Region(s) and targeted communities)

Organizational Information

Official title:

Physical address:

Current address:

Date when (check) founded or obtained legal registration (DD/MM/YYYY)

Type of legal entity/Ownership status:

Main function, line of business, mission statement:

Number of employees:

2009 _____ 2010 _____ 2011 _____

Annual operating and project budget: (ALL)

2009 _____ 2010 _____ 2011 _____

Principal officer:

(Name, contact info, year when hired to this position)

Name and title of person filling in form:

(Name, contact info, year when hired to this position)

Chief financial officer (accountant; bookkeeper):

(Name, contact info, year when hired to this position)

Experience in grant management (100 words or less):

Grant Rationale & Implementation Method (maximum 8 pages)

Project Rationale

Problem statement; health issue to be addressed by grant:

Expected results/benefits from grant funded activities:

Who and how many would benefit?

Proposed Project Approach

Broad grant program goals:

Linkage to objective/s of EEHR grant program:

Specific and measurable grant objectives:

Objectively verifiable performance indicators:

Implementation strategy:

Major activities and timeline (should be supported by a table listing the major activities that will be undertaken to accomplish each objective and the timeframe for each activity):

Staffing requirements

Proposed project manager:

_____ (name, position, contact information)

Project team members:

Total number _____ Applicant organization staff _____

Volunteers _____

Key names, positions and summary experience:

Describe how results of grant funded activities will be sustained after the grant period of performance:

Instructions for Developing Cost Application/Grant Budget

Applicants should ensure that they include adequate provisions for the cost of all proposed activities and personnel. If necessary, include additional elements of cost which are not included in the budget shell in order to arrive at an accurate and complete budget.

Please break out costs by line item specifying clearly for each item of cost:

1. Unit cost (for example the price of one day of labor for one staff member);
2. Quantity of items or the number of days required for staff members and consultants; and
3. Total cost for each item (price of one unit multiplied by quantity of units required)

A sample budget template is included on the next page. Please delete all items which do not apply to your costs. The budget should show the detail for the costs for labor, consultants, travel and transportation, and all operational and activity costs. The budget must show:

- a description of each element of cost
- the number of units of labor, supplies, or other direct costs
- the unit cost of each item
- and the total cost for each item (number of units proposed multiplied by unit cost)
- the sub-total for each category of costs (labor, consultants, travel and transport, and other direct costs)

Labor and Consultants: The budget must specify each category of labor or consultant (e.g. cost of one day of a technical personnel, administrative assistant, etc.) the level of effort for each, the daily rate paid to each individual, and the total cost. The budget notes should be clear and specific (e.g. 5 technical staff members x 35 days = 175 days LOE)

Travel and Transportation: Travel and per diem (if needed) costs budgeted should correspond to the planned activities and be clearly specified in the detailed budget, identifying the group of staff or consultants traveling, the number and length of trips, the number of per diem days.

Other Direct Costs: Each item of other direct costs proposed must be clearly specified and must include costs directly related to performance of the activities described in the grant application. Such costs must be reasonable, allocable and allowable and may include costs such as communications, postage/shipping, expendable supplies and materials, translation, reproduction, etc.

Contingency: Do not include contingency costs. Please estimate unit costs which are adequate to allow for contingencies.

Fringe Benefits: If not included in direct salary or indirect costs, fringe benefits shall be shown as a separate line in the detailed budget. Please explain in the budget narrative:

- What the fringe benefits include (For example: health or life insurance, etc.);
- Basis for calculation; and
- How each element of fringe benefits is calculated and whether it is the applicant's standard policy or in accordance with local law and practice. Supporting documentation, such as audited financial statements, must be provided.

Indirect costs: If applicable, must clearly show base(s) and rate(s) of calculation. (Indirect costs would include overhead and administrative costs which are not directly attributable to the proposed grant activity.) Any indirect cost budgeted must be consistent with the organization's cost structure and must be supported by financial statements, as audited by an independent auditor. If the organization includes indirect costs in its cost proposal, then the organization must also:

- Submit audited balance sheets or profit and loss statements for the last two complete (2) fiscal years (or a lesser period of time if the applicant is a newly-formed organization).

- The profit and loss statements should include a listing of all indirect administrative costs, information on the organization's standard indirect cost allocation method and supporting computations of the basis of the indirect cost rate(s) proposed in the applicant's budget.
- If the organization has a Negotiated Indirect Cost Rate Agreement (NICRA) with any U.S. Government agency (such as USAID), please provide a copy of the most current NICRA.

All amounts must be quoted in Albanian Leke. The budget must be accompanied by a narrative which describes the rationale behind the major cost items included in the budget.

Sample Budget Template (please modify as required)

Description	Unit Cost	Quantity	Total Cost
I. SALARIES A. Professional Position No. 1 {position} Position No. 2 {position} B. Non-Professional Position No. 1 { position} Position No. 2 { position} SUBTOTAL	<i>Leke per day for each</i>	<i># of hours for each</i>	<i>Unit Cost x Quantity</i>
2. FRINGE BENEFITS (If applicable)	<i>xx% of hourly wage*</i>	<i>Same as quantity of labor above</i>	<i>Unit Cost x Quantity</i>
3. OVERHEAD (If applicable)	<i>xx% of hourly wage*</i>	<i>Same as quantity of labor above</i>	<i>Unit Cost x Quantity</i>
4. TRAVEL & TRANSPORTATION (If applicable) A. Ground Travel B. Per Diem & other Stipends SUBTOTAL	<i>Leke for ground transport</i> <i>Leke for per diem</i>	<i># of ground trips</i> <i># days of per diem</i>	<i>Unit Cost x Quantity</i>
5. OTHER DIRECT COSTS Communications Duplication Stationary Other Expendable Commodities Office operational costs (e.g., rent, utilities) Training, meetings, BCC activities & production of materials, etc. (List other items as applicable) SUBTOTAL	<i>Leke per phone call</i> <i>Leke per copy</i> <i>(List other items)</i>	<i># of calls</i> <i># of copies</i> <i>(List other items)</i>	<i>Unit Cost x Quantity</i>
6. INDIRECT COSTS (If applicable)	<i>xx%</i>		<i>xx% of Base*</i>
7. TOTAL COSTS			

ANNEX B - FINANCIAL REPORTING FORMS

A. Voucher for Purchases and Services

Important Note: Separate vouchers must be submitted for Albanian Leke receipts and US dollar receipts

Name and Address of Grantee:				
This voucher covers: (please check one): _____ Grant agreement funds _____ Matching funds _____ Albanian Leke _____ US dollars				
Date of Voucher:				
Date of Purchase	Description of Purchase of Service	Quantity	Price/Item	Total
Grand Total: _____				
Completed By:				
Title:				
Signature:				

Approved by: _____

B. Cash Advance Use and Needs:

1. Cash advance on hand at the beginning of this reporting period	\$ _____
2. Advance(s) received during this reporting period	\$ _____
3. Interest earned on cash advance during this reporting period	\$ _____
4. GROSS cash advance available during this reporting period (Lines 1, 2, & 3)	\$ _____
5. LESS, interest remitted to the EEHR Albania Project during this reporting period	\$ _____
6. NET cash advance available during this reporting period (Line 4 minus Line 5)	\$ _____
7. Total disbursements during this reporting period, including sub-advances (see footnote 1)	\$ _____
8. Amount of cash advances available at the end of this reporting period (Line 6 minus Line 7)	\$ _____
9. Projected disbursements, including sub-advances, for the next reporting period (see footnote 2)	\$ _____
10. Additional cash advance requested for the next reporting period (Line 9 minus Line 8)	\$ _____

C. Certification:

The undersigned hereby certifies: (1) that the amount in paragraph B.9 above represents the best estimate of funds needed for the disbursements to be incurred over the period described, (2) that appropriate refund or credit to the grant agreement will be made in the event of disallowance in accordance with the terms of the grant, (3) that appropriate refund or credit to the grant agreement will be made in the event funds are not expended, and (4) that any interest accrued on the Grants made available herein will be refunded to the EEHR Project.

BY _____

DATE _____ TITLE _____

=====

FOOTNOTES:

- The Grantee shall submit a cumulative detailed report of disbursements by BUDGET line item quarterly.
- The Grantee shall attach a Summary, by BUDGET line item, of its projected disbursements for the next reporting period.

D. Financial Status Report

1 Name and Address of Recipient Organization:									
2 NGO Registration Number:									
3 <input type="checkbox"/> Mid-term Report <input type="checkbox"/> Final Report									
4 Grant Agreement Period: From _____, 200_ To _____, 200_									
5 Reporting Period: From _____, 200_ To _____, 200_									
6 Grant Agreement Project Expenditures									
Expenses	Mid-Term			Final			% of Budget Expended		
	Grantee Funds	EEHR Funds	Total	Grantee Funds	EEHR Funds	Total	Grantee Funds	EEHR Funds	Total
I Personnel: Salary & Taxes									
II Travel									
III Direct Expenses									
IV Equipment									
V Sub-Contracts									
VI Program & Training Costs									
VII Other Expenses									
TOTAL									
7 Remarks:									
8 Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and un-liquidated obligations are for the purposes set forth in the award documents									
Name and Title				Telephone:					

ANNEX C. SAMPLE GRANT AGREEMENTS

Sample Simplified Format Grant

Mr./Ms. _____

Organization _____

SUBJECT: Grant No. (use normal grant numbering)

Dear Mr/Ms. _____:

In response to your request for assistance dated _____ I am pleased to award to the Organization this grant in the amount not to exceed \$ _____ as a contribution to your program to _____ during the period _____ to _____. We understand that the Organization will contribute goods and services valued at approximately \$ _____ to the program.

Funds provided under this grant may be utilized to reimburse your organization for actual incurred costs of _____

required to complete the program. Requests for reimbursement shall be made to the Controller, _____.

By accepting this grant the Organization agrees to:

1. Document that reasonable steps were taken to ensure that all purchases charged to the grant are at reasonable prices and from responsible sources;
2. Maintain complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available to the USAID EEHR Project or its representatives for review at any time; and
3. At the USAID EEHR Project's request, refund to the Project any funds received from the Project that represent reimbursement for any costs determined by the Project not to meet the terms and conditions of this grant.

The USAID EEHR Project does not assume liability for any third party claims for damages arising out of this grant. USAID retains the right to terminate the grant activities unilaterally in extraordinary circumstances. The USAID EEHR Project may terminate this grant upon 30 days written notice. Please sign the original and each copy of this letter to acknowledge your receipt of this grant and return the original to the Grant Manager.

Sincerely yours,

Grant Manager

ACKNOWLEDGED:

Organization _____

By: _____

Title _____

Date: _____

Accounting Data:

Standard format grant agreement with standard provisions
GRANT AGREEMENT No. XXX
BETWEEN
USAID EEHR Project
AND
XXX

ISSUED BY: USAID EEHR Project
Administered by Abt Associates
4550 Montgomery Avenue, Suite 800 North
Bethesda, MD 20814
Telephone: (301) 347-5000

INSERT LOCAL ADDRESS/EMAIL/PHONE WHEN AVAILABLE

EEHR Chief of Party: XX
EEHR Grants Manager: XX
EEHR Portfolio Manager: XX

GRANTEE: XXX
XXX

Telephone: XXX
Facsimile: XXX

Grantee's Responsible Officers: XXX

Grantee's Contact Person: XXX

EFFECTIVE DATE: XXX

ESTIMATED XXX

COMPLETION DATE: XXX

GRANT AGREEMENT XXX

AMOUNT:

COST SHARE/IN- XXX

KIND

CONTRIBUTIONS:

OBLIGATED XXX

AMOUNT:

PRIME CONTRACT: United States Agency for International Development
Contract N°

Grant Agreement USAID EEHR Project/XX/XX
Reference

GRANT AGREEMENT No. XXXX
BETWEEN
EEHR Project
AND
XXX

WHEREAS, EEHR Project (hereinafter referred to as "EEHR Project") has entered into a Prime Agreement with the United States Agency for International Development (hereinafter referred to as "Government" or "USAID") to implement its EEHR Project, under Prime Contract N° XXX, Order N° X, and

WHEREAS, said Prime Contract is intended to support the USAID mission and host country to

WHEREAS, EEHR Project desires to grant funds to the XXX (hereinafter referred to as "the Grantee"),

In consideration of the foregoing and the mutual promises contained in this Grant Agreement, EEHR Project and the Grantee agree as follows:

ARTICLE I: SCHEDULE

1.1 PURPOSE OF GRANT

The purpose of this grant is to XXX. It is agreed that the Grant funding will be used EXCLUSIVELY for achievement of the project objective(s) stipulated in Attachment A (Program Description).

1.2 PERIOD OF GRANT

The effective date of this Grant Agreement is from XXX. The estimated completion date of this Grant Agreement is XXX. The Grantee must obtain prior written approval from the EEHR Project Grant Manager for an extension of the estimated completion date.

1.3 AMOUNT OF GRANT AGREEMENT AND PAYMENT

A. EEHR Project has made an award to the Grantee in an amount not to exceed XXX (amount in words) as a contribution to the Grantee's program described in Attachment A [Program Description].

B. Funds currently obligated under this Grant Agreement may be utilized for actual incurred costs up to XXX (amount in words). The grantee must notify EEHR Project Grant Manager when it spends 80% of obligated amount. EEHR Project may increase the obligated amount thereafter. EEHR Project is not liable to pay any amount in excess of obligated amount.

C. The method of payment to be used for this Grant Agreement is by initial advance, followed by payment against milestones as follows:

Payments will be made as shown in the financial plan summary below. Payment will be due after completion of the milestone and the Grantee's submission of a statement certifying that the milestone is successfully completed. Payment may be made upon partial completion of milestones at the discretion of the EEHR Project Chief of Party. EEHR Project will release the payment upon verification of statements by Grantee:

Payment No	Milestone Description	Amount
1.	XXX	XXX
2.	XXX	XXX
3.	XXX	XXX
4.	XXX	XXX
5.	XXX	XXX
	Total EEHR Project Funding	XXX

Please refer to Program Description for details of the above milestones.

- a. First payment shall be by way of advance to cover for Grantee’s immediate cash needs and mobilize resources for the program. Upon signing the grant agreement, the Grantee shall submit, EEHR Project Grant Manager, a completed voucher and financial status report to claim the advance.
- b. No later than 15 days after the achievement of each milestone, the Grantee shall submit to the, EEHR Project Grant Manager one original and two copies of the forms entitled “Voucher for Purchases and Services”, “Cash Advance Status Report”, and “Financial Status Report”. Copies of these forms can be found in Attachment B [Financial Reporting Forms]. The Grantee shall submit, on request, along with their “Voucher for Purchases and Services" the original and two copies of the paid invoice, cash receipt, other payment documentation substantiating each expense item for which advance was requested.
- c. The EEHR Project Grant Manager may provide other forms which will help the grantee in preparing the correct documentation and calculations for requests for advances and financial reporting.
- d. Payment will be made in XXX.
- e. The grantee shall establish a bank account to be used only for EEHR Project funded grant. Any other funds, including membership dues, or other income or operating funds, are not to be placed in this bank account.
- f. This Grant Agreement is made on condition that it will be administered in accordance with the terms and conditions as set forth in this Grant Agreement and Attachments which have been agreed to by the Grantee.

The Grantee shall submit an original and two copies of invoices to the attention of:

XXX

With Copy to

XXX
XXX
XXX

Payment should be made by a cross cheque in the name of grantee or by funds transfer to:

Name of Account: XXX

Account Number: XXX

Bank name/location: XXX

ABA or Swift #: XXX

I.4 GRANT AGREEMENT BUDGET AND ALLOWABLE COSTS

A. The Grant Agreement Budget

The Grant Agreement Budget is presented in Attachment B, "The Grant Agreement Budget." The Grantee may expend grant agreement funds only for activities and items listed in the budget and must obtain prior written approval from the EEHR Project Grant Manager for expenditures from grant agreement funds for any cost not included in the grant agreement budget. It is the Grantee's responsibility to ensure that the EEHR Project Grant Manager approval for any cost not included in the grant agreement budget does not result in costs which exceed the ceiling price of this Agreement.

B. Cost Sharing (Matching)

- (a) The Grantee agrees to provide a cost sharing contribution. A minimum contribution of XX % of the total actual Project cost is required from the grantee as cost sharing, and shall be detailed in the annual grant work plan.
- (b) If at the end of any year (or funding period) hereunder, the Grantee has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures or USAID does not accept the currently proposed level of contribution, the difference may be applied to reduce the amount of EEHR Project incremental funding the following year (or funding period), or, if the award has expired or has been terminated, the difference shall be refunded to EEHR Project.

C. Refunds

- (a) Interest earned on advances will be remitted to EEHR Project. However, the Grantee may retain up to \$250 of interest earnings per year for administrative expenses.
- (b) At the time this Agreement expires or is terminated, funds shall revert to EEHR Project if: 1) EEHR Project has obligated funds to the grant, but has not disbursed them to the Grantee, or 2) EEHR Project has advanced funds to the Grantee, but the Grantee has not expended them. Funds which the Grantee has obligated in legally binding transactions applicable to this grant will not revert to EEHR Project.
- (c) EEHR Project reserves the right to demand a refund from the Grantee of any amount which the Grantee did not spend in accordance with the terms and conditions of this Grant Agreement as determined by EEHR Project. In the event that a final audit has not been performed prior to the closeout of this grant, EEHR Project retains the right to a refund until all claims which may result from the final audit have been resolved between EEHR Project and the Grantee.
- (d) At the end of the grant, the Grantee must certify in writing to the EEHR Project Grant Manager that it completed the Project. If the Grantee cannot certify this or the certification cannot be validated by EEHR Project, the EEHR Project Grant Manager may require the Grantee to make appropriate reimbursements.

- (e) The Grantee shall make the refund in full no later than 30 calendar days after receipt of a demand for a refund from EEHR Project.

D. Allowable Costs

- (a) The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant agreement which are determined by EEHR Project to be reasonable, allocable, and allowable in accordance with the terms of this grant agreement and the applicable cost principles in effect on the date of this grant agreement (OMB Circular A-122). Copies of the applicable cost principles will be supplied by EEHR Project when requested by the Grantee.
- (b) Prior to incurring a questionable or unique cost, the Grantee should obtain the EEHR Project Grant Manager's written determination on whether the cost will be allowable.
- (c) No funds shall be paid as profit or fee to a recipient under this agreement or any sub recipient. This restriction does not apply to contractual relationships under this agreement.

E. Revision of Grant Agreement

Any alterations, amendments, modifications or waivers of terms under this Grant Agreement must be approved in advance by EEHR Project and memorialized in a written amendment signed by both EEHR Project and the Grantee

F. Accounting, Audit and Records

The Grantee hereby agrees to record, classify and report all EEHR Project financed costs in separate and segregated Grant-specific financial accounts. This should be done via a ledger and journal system that meets generally accepted accounting standards. The Grantee shall maintain complete records of all costs charged to the Grant for a period of three years after its expiration and make such records available to EEHR Project or its representatives for review at any time. The Grantee shall document that reasonable steps were taken to ensure that all purchases charged to the Grant are at reasonable prices and from reasonable sources.

I.5 TECHNICAL REPORTING AND EVALUATION

A. Technical Status Reports and Other Products

The Grantee shall deliver to the EEHR Project Grant Manager the items specified in Attachment A entitled "Program Description".

One original of the Technical Status Report shall be submitted on a quarterly basis. The report shall be in narrative form and will summarize progress to date towards achieving the overall grant agreement objectives, progress towards achieving intermediate benchmarks and progress in completing intermediate products that are due during monthly reporting periods. Certification of achievement of Milestone will also be included in this report with timeline for achievement.

Deliverables may be submitted electronically (via email) in MS-Word or MS-Excel. Reports shall be submitted in English language. It is the responsibility of the grantee to keep copies of all technical status reports submitted to EEHR Project. Copies of reports must be kept during the life of the grant and for three years after the end of the grant for audit purposes.

Within 30 calendar days after the completion date of the Grant, the Grantee shall submit two (2) copies of a comprehensive Final Report to EEHR Project. The report shall include the financial report and final certification of achievement of milestones.

B. Site Visits

The EEHR Project Grant Manager or other Program staff may make site visits to:

- Review program accomplishments;
- Review management and accounting/financial control systems; and
- Provide such technical assistance as may be required.

The Grantee shall be notified in advance of planned site visits, including proposed dates and names of individuals making the site visit.

I.6 PUBLICATIONS AND MEDIA RELEASES

- (a) USAID shall be prominently acknowledged in all publications, videos or other information/media product funded or partially funded through this grant, as outlined on the USAID website under www.usaid.gov/branding. These requirements include the use of the USAID logo and the following language on technical reports and similar for program materials:

"This publication was prepared by the XXX with support from the United States Agency for International Development, via the EEHR Project. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the EEHR Project, the US Agency for International Development, or the United States government."

It is the responsibility of the grantee to follow the most current guidelines, as posted on the USAID site and to address any questions to the EEHR Project Grant Manager to ensure understanding and compliance.

- (b) Any materials to be published, including brochures, videos, posters, and technical reports should be shown to the Grant Manager in draft format before publication. EEHR Project reserves the right to edit and provide feedback on technical content and style and to base provision of funding for the publication on Abt approval of technical content of program materials.
- (c) As a condition of receipt of this Grant, marking with the USAID Identity of a size and prominence equivalent to or greater than the Grantee's, sub-grantee's, other donor's or third parties is required. In the event the Grantee chooses not to require marking with its own identity or logo by the sub-grantee, EEHR Project may, at its discretion, require marking by the sub-grantee with the USAID Identity.
- (d) In the event grant agreement funds are used to underwrite the cost of publishing, any profits or royalties up to the amount of such cost shall be credited to the grant.
- (e) Except as otherwise provided in the terms and conditions of the grant, the author or the Grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this grant, 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 US Government purposes.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

2.1 AUTHORIZED REPRESENTATIVE

The Grantee represents and warrants that the signatory on its behalf is duly authorized and fully empowered to enter into this Grant Agreement.

2.2 WARRANTY AGAINST INFRINGEMENT OF CERTAIN RIGHTS

The Grantee represents and warrants that its performance of this Grant Agreement will not infringe the copyright, patent, or other property right of any other person, and agrees to defend, indemnify, and hold harmless EEHR Project and USAID from any and all liability which may arise from breach of this warranty.

2.3 COMPLIANCE WITH LAW

The Grantee represents and warrants its compliance with all applicable US and/or local laws, ordinances and regulations governing performance of this Grant Agreement including the following:

2.3.1 DUE DILIGENCE COMPLIANCE: The Grantee is reminded that US. Executive orders and US 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 Grantee to ensure compliance with these Executive orders and laws

2.3.2 ANTI-PROSTITUTION AND SEX TRAFFICKING: The Grantee is opposed to the practices of prostitution and sex trafficking.

2.4 DEBARMENT OR SUSPENSION

By signing this grant agreement the Grantee warrants that, as of the time of award of this Grant, neither the Grantee nor any of its principals is debarred, suspended, or proposed for debarment or suspension by the United States Government.

ARTICLE 3: GENERAL PROVISIONS

3.1 PROCUREMENT OF GOODS AND SERVICES

It is hereby certified by the Grantee that: a) EEHR Project grant funds will not be used to finance international travel and indirect costs, unless specifically authorized; (b) all goods will meet USAID local cost financing regulations; (c) all activity costs are identified in Agreement Budget; and, (d) there are no sub-agreements.

3.2 TERMINATION AND SUSPENSION

- (a) The EEHR Project Grant Manager 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 EEHR Project Grant Manager 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 EEHR Project Grant Officer to the recipient.
- (c) This award may be terminated at any time, in whole or in part, by the EEHR Project Grant Manager, upon written notice to the recipient, whenever it is determined that the Grantee is unable to pay its obligations in the ordinary course of business or has become insolvent.
- (d) This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the EEHR Project Grant 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 EEHR Project 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, EEHR Project may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.

- (e) If at any time EEHR Project 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 EEHR Project 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 EEHR Project 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. The Grantee agrees to hold EEHR Project blameless and harmless for termination or suspension based on the terms of the Prime Contract between EEHR Project and USAID.
- (f) 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 EEHR Project all unexpended EEHR Project funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the Grants paid by EEHR Project 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 EEHR Project within 90 calendar days after the effective date of such termination a written claim covering such obligations. The EEHR Project Grant Manager shall determine the amount(s) to be paid by EEHR Project to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all sub agreements.

3.3 RIGHT OF USAID TO TERMINATE GRANT AGREEMENT ACTIVITIES

Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that EEHR Project may, in its sole discretion, terminate the grant agreement activities unilaterally in extraordinary circumstances. The United States Agency for International Development reserves the right to terminate the grant agreement at its sole discretion.

3.4 DISPUTES

In the event a disagreement or dispute between EEHR Project and Grantee relating to or arising from this Agreement cannot be settled or adjudicated informally, Grantee and EEHR Project agree that arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL) in effect as of the date of this Agreement, shall be the exclusive means of resolving such dispute, except for any dispute where injunctive relief is necessary to prevent irreparable harm.

Such disputes shall be submitted to UNCITRAL for binding arbitration in accordance with UNCITRAL's arbitration rules by a single arbitrator. Such arbitration shall be held in Boston, Massachusetts.

Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add to, modify, change or disregard any lawful terms of this Agreement or to provide any relief or award that is not provided for and consistent with the laws of the Commonwealth of Massachusetts.

3.5 INDEMNIFICATION

The Grantee shall defend, indemnify and hold EEHR Project and its directors, officers, agents and employees harmless against any liability, claim, damage, suit, or expense (including reasonable attorney fees) caused by the Grantee's acts or omissions, including without limitation, claims based on: (a) Grantee's infringement of a patent, copyright, trademark, or other intellectual property right; (b) bodily injury, death, or damage to property caused by Grantee; (c) Grantee's conflict of interest, fraud, or criminal conduct; (d) Grantee's noncompliance with applicable laws or regulations; (e) Grantee's noncompliance with financial record keeping and reporting requirements of the Grant; (f) Grantee's failure to compensate, or comply with any applicable labor standards, laws, or regulations with respect to Grantee's employees, agents, or lower tier Grantees; (g) Grantee's breach of this Agreement, or any representation or warranty contained in this Agreement; and (h) No provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute such party as a third-party beneficiary of the Agreement or any one or more of the terms here of, or otherwise give rise to any cause of action in any person or entity not a party to the Agreement. The provisions of this section shall survive the expiration or termination of this Grant agreement.

3.6 GOVERNING LAW

This agreement shall be deemed to be an Agreement made under, governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, United States of America.

3.7 GRANT AGREEMENT DOCUMENTS

All attachments which are referenced in this Agreement are hereby made a part of this Agreement and are herein called the Grant Agreement Documents. Grantee represents that it has examined the Documents and certifies that it is fully qualified to fulfill the grant agreement requirements.

3.8 INDEPENDENT ENTITIES

Nothing contained in this Agreement shall be construed to create a joint venture, partnership or agency relationship between the parties; the Grantee has no authority to represent or bind either EEHR Project or USAID in dealings with third parties.

3.9 SEVERABILITY

If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement other than the portions determined to be invalid or unenforceable shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law.

3.10 CAPTIONS

The descriptive section headings of this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions thereof. In the event EEHR Project determines that there exists a conflict of intent or interpretation between any sections of this Sub-grant agreement and the incorporated documents, the order of precedence shall be 1) the Agreement, 2) the Attachment C; and 3) the Attachment A.

3.11 NO WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

3.12 ENTIRE AGREEMENT

This Agreement, together with all attachments and incorporated provisions, shall constitute the entire agreement of the parties, and supersede all previous and contemporaneous agreements or representations, whether written or oral.

3.13 NOTICES

All notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered or sent by mail or courier or facsimile addressed, as applicable, to the EEHR Project Grant Manager or to the Grantee's Responsible Officer at the addresses (fax numbers) specified on the Cover Page of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly signed and executed with the intention of becoming legally bound thereby.

FOR EEHR Project

BY:

(Signature with Authority)

(Typed Name)

TITLE:

DATE:

FOR GRANTEE

BY:

(Signature with Authority)

(Typed Name)

TITLE:

DATE:

Attachment A: Program Description

Attachment A1: Program Description and Activities

Attachment A2: Milestones

Attachment B: Budget

ANNEX D. STANDARD PROVISIONS

MANDATORY STANDARD PROVISIONS FOR NON-US, NONGOVERNMENTAL RECIPIENTS

- | | |
|---|--|
| 1. Combating Trafficking in Persons | 4. Special Instruction |
| 2. Voluntary Population Planning | 5. Salary Supplements for HG Employees |
| 3. Executive Order on Terrorism Financing | 6. Environmental Compliance |

1) 52.222-50 Combating Trafficking in Persons.

Combating Trafficking in Persons (Aug 2007)

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- (1) Notify its employees of—
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—

- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of clause)

2) 752.7101 Voluntary Population Planning Activities

VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

(a) *Requirements for Voluntary Sterilization Program.* None of the Grants made available under this contract 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.

(b) *Prohibition on Abortion-Related Activities.*

(1) No funds made available under this contract 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 contract 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.

(c) The contractor shall insert this provision in all subcontracts.

(End of clause)

3) EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that US Executive Orders and US 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 contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

(END OF STANDARD PROVISION)

4) Special Instructions

1. The Grantee shall not represent Abt Associates or the USG with government entities or other donors. Reports (both verbal and written) from this program are not to be shared outside of Abt Associates or USAID without prior approval from Abt Associates and the Task Order COTR or designee. Before having interviews with the media, issuing press releases, holding news conferences, or otherwise communicating with the media regarding activities under this Task Order, the Grantee will consult with the Task Order COTR or designee.

2. Before having interview with the media, issuing press releases, holding news conferences, or otherwise communicating with the media regarding activities under this Task Order, the Contractor will consult with the Task Order COTR or designee.

3. Specific task and benchmarks may change. Any changes in the work plan must be approved by Abt Associates.

5) Salary Supplements for HG Employees

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the Grants Officer.

6) Environmental Compliance

1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental

sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The Contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraph.

Activities planned under this new agricultural project will recognize the potential and real impact of agricultural production activities on the physical environment. The program will be implemented in compliance with USAID's environmental regulations, 22 CFR 216 and ADS 204 and USAID/Sudan Environmental Best Practices Review Report of October 8th, 32009. An Initial Environmental Examination (IEE) document for this program has been completed, however a detailed stand alone IEE might be required from the implementing partner to accompany their work plan, PMP and EMMP.

1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this Task Order will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

2) An Initial Environmental Examination (IEE) will be developed for funding this RFTOP. The IEE covers activities expected to be implemented under this Task Order. USAID has determined that a Negative Determination with conditions and Categorical Exclusions will be applied to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the USAID COTR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this Task Order to determine if they are within the scope of the approved Regulation 216 environmental documentation.

3b) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

3c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

4. When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the Contractor shall:

4a) Unless the approved Regulation 216 documentation contains a complete Environmental Mitigation and Monitoring plan (EMMP) or a project Mitigation and Monitoring (M&M) plan, the Contractor shall prepare an EMMP or M&M Plan describing how the Contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

4b) Integrate a completed EMMP or M&M Plan into the initial work plan.

4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

5a) A provision for sub-grants is included under this award; therefore, the contractor will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. The Contractor is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.

5b) The Contractor will be responsible for periodic reporting to the USAID COTR, as specified in the Schedule/Program Description of this solicitation/award.

6a) USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFTOP should therefore include as part of their proposal their approach to achieving environmental compliance and management, to include:

- i. The respondent's approach to developing and implementing an environmental review process for grants under the contract (Innovations Grant Facility), and the EMMP.
- ii. The respondent's approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.
- iii. The respondent's illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, Contractors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

ANNEX E. ENVIRONMENTAL SCREENING/ REPORT FORM



USAID
FROM THE AMERICAN PEOPLE

ENVIRONMENTAL SCREENING/REPORT FORM

We must incorporate environmental considerations. This environmental checklist is a guide for identifying environmental impacts as well green options to incorporate into your project.

Name of Project:		Column A	Column B	Col. C	
Type of Project:				If yes to Col. A	
Grantee:		Yes	No	Significant Impact	Moderate - low Impact
Date:					
IMPACT ON NATURAL RESOURCES & COMMUNITIES					
1	¿Will the Project involve construction of any type of structure (building, check, dam, walls, etc.)?				
2	¿Will the Project involve the construction or repair of roads or trails?				
3	¿Will the Project involve the use; involve plans to use or training any chemical compounds such as pesticides (including neem), herbicides, paint, varnish, lead-based products, etc.?				
4	¿Will the Project involve implementation of timber management or extraction of forest products?				
5	¿Are there potentially sensitive terrestrial or aquatic areas near the Project site, including protected areas?				
6	¿Does the Project impact upon wildlife, forest resources, or wetlands?				
7	¿Will the activities proposed generate airborne gases, liquids, or solids (i.e. discharge pollutants)?				
8	¿Will the waste generated during or after the Project impact on neighboring surface or ground water?				
9	¿Will the Project result in clearing of forest cover?				
10	¿Will the Project contribute to erosion?				
11	¿Is the Project incompatible with existing land use in the vicinity?				
12	¿Will the Project contribute to displace housing?				
13	¿Will the Project affect unique geologic or physical features?				
14	¿Will the Project contribute to change in the amount of surface water in anybody?				
15	¿Will the Project expose people or property to flooding?				
16	¿Will the Project contribute substantial reduction in the amount of ground water otherwise available for public water supplies?				
17	¿Will the Project create objectionable odors?				
18	¿Will the Project violate air standard?				
LOCAL PLANNING PERMITS					
19	Does the Project e.g. infrastructure improvements require local planning permission(s)?				
20	Does the Project meet the national building code (e.g. infrastructure improvements)?				
21	Is the Project incompatible with existing land use?				
ENVIRONMENT & HEALTH					
22	Will the Project activities create conditions encouraging an increase of waterborne diseases or populations of disease carrying vectors?				
23	For road rehabilitation as well as water and sanitation grants, has a maintenance plan been submitted?				
24	Will the Project generate hazards or barriers for pedestrians,				

	motorist or persons with disabilities?				
25	Will the Project increase existing noise levels?				

1.- Construction projects need to be reviewed for scale, planned use, building code needs and maintenance. Some small construction projects, such as building an entrance sign to a park, may require simple mitigations whereas larger buildings will require more extensive review and monitoring.

2.- New construction of roads and trails will require a full environmental assessment of the planned construction.

3.- The planned involvement of pesticides will trigger the need to develop a supplemental initial environmental examination that meets USAID pesticide procedures (or "PERSUAP") for the project.

4.- Any Project that involve harvesting trees or converting forests will require a full environmental assessment of the Project.

MONITORING/MITIGATION PLAN

Enter the Question/Row # of the potential negative impacts with check marks in Column A and complete table below for mitigation measures to reduce or eliminate the issue.

#	Sub-Project or component	Description of Impact	Prescribed mitigation or Avoidance Measures (e.g. name the measures to be followed in the USAID Environmental Guidelines or other pertinent guidelines) (provide detailed monitoring plan on Environmental Monitoring and Evaluation Report Form).

RECOMMENDED ACTION (Check Appropriate Action): (Check)

a) The Project has no potential for substantial adverse environmental effects. No further environmental review is required	
b) The Project has little potential for substantial adverse environmental effects; however the recommended mitigation measures will be incorporated in the Project design. No further environmental review is required.	
c) The project has substantial but mitigatable adverse environmental effects and required measures to mitigate environmental effects will be incorporated.	
d) The Project has potentially substantial or significant adverse environmental effects, but requires more analysis to form a conclusion. An Environmental Assessment will be prepared.	
e) The Project has potentially substantial adverse environmental effects, and revisions to the Project design or the development of new alternatives is required.	
f) The Project has substantial and unmitigable adverse environmental effects. Mitigation is insufficient to eliminate these effects and alternatives are not feasible. The project is not recommended for funding.	

Comments for Clarification:

Prepared by:
Signature:
Date:

.....
**COTR/
 USAID Albania**

.....
Approved

.....
Not Approved

.....
Date