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Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Oxford Policy Management (OPM)

Framework Agreement for: Global Evaluation Framework Agreement

Framework Agreement Purchase Order Number: PO 7448

Call-down Contract For: Evaluation of DFID's Approach to Making Country Health Systems Stronger (MCHSS)

Contract Purchase Order Number: PO 8439

I refer to the following:

1. The above-mentioned Framework Agreement dated **12 September 2016**;

2. Your proposal of **January 2019 and subsequent clarifications**

I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

1.1 The Supplier shall start the Services no later than **29 March 2019** ("the Start Date") and the Services shall be completed by **1 April 2020** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

2.1 DFID requires the Supplier to provide the Services to DFID Human Development Department ("the Recipient").

3. Financial Limit

3.1 Payments under this Call-down Contract shall not, exceed £**286,640** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B**.**

When Payments shall be made on a 'Milestone Payment Basis' the following Clause shall be enforced.

Milestone Payment Basis

Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At

each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.
When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant this clause are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. DFID Officials

4.1 The Project Officer is:

[redacted]
Department for International Development
Human Development Department
[redacted]

4.2 The Contract Officer is:

[redacted]
Department for International Development
Procurement and Commercial Department
[redacted]

5. Supplier Officials

5.1 The Contract Manager is:

[redacted]
Oxford Policy Management
[redacted]

6. Key Personnel

6.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

All personnel identified within the Technical and Commercial Proposals cannot be substituted by the Supplier without DFID's prior consent. The substitute's qualifications and expertise should match that of the key personnel being replaced and DFID will require copies of CV's for each proposed substitute

7. Reports

7.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

8. Duty of Care

8.1 All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

8.2 The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.

8.3 The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:

8.3.1 Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;

8.3.2 Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.

8.4 The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

8.5 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.

8.6 Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

9. Schedule 3: Insurance Requirements

9.1. OBLIGATION TO MAINTAIN INSURANCES

9.1.1 Without prejudice to its obligations to DFID under this Agreement and/or any Call Down Contract, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 2 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the Commencement Date.

9.1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent Agreement and/or any Call Down Contractor in respect of risks insured in the international insurance market from time to time.

9.1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.

9.1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals' clause under which DFID shall be indemnified in respect of claims

made against DFID in respect of death or bodily injury or third-party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

9.2. GENERAL OBLIGATIONS

9.2.1 Without limiting the other provisions of this Agreement and/or any Call Down Contract, the Supplier shall:

9.2.2 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent Agreement and/or any Call Down Contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

9.2.3 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

9.2.4 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

9.3. FAILURE TO INSURE

9.3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

9.3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, DFID may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and DFID shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

9.4. EVIDENCE OF POLICIES

9.4.1 The Supplier shall upon the Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to DFID, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 2. Receipt of such evidence by DFID shall not in itself constitute acceptance by DFID or relieve the Supplier of any of its liabilities and obligations under this Agreement.

9.5. AGGREGATE LIMIT OF INDEMNITY

9.5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

9.5.2 if a claim or claims which do not relate to this Agreement and/or any Call Down Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall

immediately submit to DFID:

(a) details of the policy concerned; and

(b) its proposed solution for maintaining the minimum limit of indemnity specified; and

9.5.3 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement and/or any Call Down Contract are paid by insurers, the Supplier shall:

(a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity
specified for claims relating to this Agreement and/or any Call Down Contract; or

(b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to DFID full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

9.6. CANCELLATION

9. 6.1 The Supplier shall notify DFID in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

9.7. INSURANCE CLAIMS

9.7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement and/or any Call Down Contract for which it may be entitled to claim under any of the Insurances. In the event that DFID receives a claim relating to or arising out of the Services or this Agreement and/or any Call Down Contract, the Supplier shall co-operate with DFID and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

9.7.2 Except where DFID is the claimant party, the Supplier shall give DFID notice within twenty (20) Working Days after any insurance claim in excess of **£3,500** relating to or arising out of the provision of the Services or this Agreement and/or any Call Down Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by DFID) full details of the incident giving rise to the claim.

9.7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

9.7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from DFID any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement and/or any Call Down Contract or otherwise.

10. Break Clause

10.1 The Contract Period is subject to the following formal review points

- At the end of the inception period, 3 months after signing of the contract.
- At the end of October 2019

Movement from Inception to Implementation and continuation of the contract beyond the Inception phase and key milestones will be subject to the outcome of reviews, satisfactory performance of the Supplier and agreement between DFID and the Supplier to any revised work plans

11. Call-down Contract Signature

11.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of The Secretary of State for International Development	Name: Position: Signature: Date:
For and on behalf of Oxford Policy Management	Name: Position: Signature: Date:

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ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

1.1 The Supplier

2.INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease Agreement and/or any Call Down Contracted by any person;

2.1.2 loss of or damage to property; happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 2) and arising out of or in connection with the provision of the Services and in connection with this Agreement and/or any Call Down Contract.

3.LIMIT OF INDEMNITY

3.1 Not less than 'the financial limit' in respect of any one occurrence, the number of occurrences being unlimited, but 'the financial limit' in any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4.TERRITORIAL LIMITS

N/A

5.PERIOD OF INSURANCE

5.1 From the Commencement Date for the Term and renewable on an annual basis unless agreed otherwise by DFID in writing.

6.COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any Agreement and/or any Call Down Contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8.MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not used

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PART B: PROFESSIONAL INDEMNITY INSURANCE

1.INSURED

1.1 The Supplier

2.INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3.LIMIT OF INDEMNITY

3.1 Not less than 'the financial limit' of the Call down contract in respect of any one claim and in the aggregate per annum.

4.TERRITORIAL LIMITS

N/A

5.PERIOD OF INSURANCE

5.1 From the date of this Agreement and/or any Call Down Contract and renewable on an annual basis unless agreed otherwise by DFID in writing (a) throughout the Term or until earlier termination of this Agreement and/or any Call Down Contract and (b) for a period of 6 years thereafter.

6.COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Agreement and/or any Call Down Contract or retroactive date to be no later than the Commencement Date.

7.PRINCIPAL EXCLUSIONS

7.1 War and related perils

7.2 Nuclear and radioactive risks

8.MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not used

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PART C: UNITED KINGDOM COMPULSORY INSURANCES

1.GENERAL

1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

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Section 4, Appendix A, Annex A

Terms of Reference for an Evaluation of DFID's approach to Making Country Health Systems Stronger (MCHSS)

SUMMARY:

DFID would like to commission a performance evaluation of the Making country Health Systems Stronger (MCHSS) programme. The purpose is to identify the most effective approaches to support LMIC to strengthen health systems and to inform DFID's decisions on Health System Strengthening (HSS) investments in the future. Results from the evaluation will support the adaptation of the programme, feed into the UK's ongoing strategic dialogue with multilaterals and other organisations, and inform the design and development of DFID's future work on health systems strengthening. It is expected that this evaluation will run alongside the implementation of the specific MCHSS programme activities to learn from these successes or challenges.

The main objectives of this evaluation will be:

- **Objective 1:** To evaluate the performance of the MCHSS against the given goals and outputs of the programme (as described in the results framework) identifying strengths, weaknesses and lessons learnt to support adaptation of the programme.
- **Objective 2:** To assess how the MCHSS programme complements broader global health system investments that contribute to stronger country health systems.
- **Objective 3:** To assess how our global MCHSS investments enhance broader health system strengthening efforts, including capacity building, at a country level.
- **Objective 4:** To make recommendations to inform ongoing and future DFID HSS investments specifically aimed at (a) bringing cohesion between multiple donor and domestic investments on HSS and (b) supporting greatest impact and sustainability.

Recipients: The recipient of the services of this evaluation will be DFID. The primary audience for the report will be DFID, MCHSS implementing partners and other interested donors.

Scope and Methodology: It is expected that a mixed methods design combining analysis of primary and secondary quantitative and qualitative data will be appropriate to respond to the evaluation questions. The evaluation will involve analysis of information through desk reviews, interviews and from 3-4 country visits to a select number of countries.

Timeframe: Starting in March 2019 for a period of 13 months, ending March 2020.

Budget: £300,000-£350,000

BACKGROUND ON THE MCHSS PROGRAMME

The Making Country Health Systems Stronger (MCHSS) programme aims to support countries to strengthen their health systems to accelerate progress towards Universal Health Coverage (UHC), resulting in more people, specifically the poor and vulnerable, having greater access to essential preventative, curative and rehabilitation health services with increased levels of financial risk protection.

The programme has four thematic components that focus on: stronger leadership, collaboration and coordination of efforts to strengthen health systems at global, regional and country level; improved efficiency, equity and sustainability of country health financing systems so that countries are able to raise more domestic resources for health and attain more health for that money; increased regional and country capacity to improve access to high quality medicines and diagnostics; and more efficient domestic and external investments in comparable, timely and accurate health information for all population groups.

The programme recognises that building health systems is a long term vision that requires sustained and substantial domestic resources. Building strong and resilient health systems also requires a range of complex investments that build upon and speak to each other, to ensure maximum efficiency and effectiveness. The MCHSS programme recognises the limited impact that a short term investment can make on health systems and so is focused on a learning agenda as well as supporting catalytic and innovative investments to build a stronger platform onto which future investments on HSS can be built.

This centrally managed programme provides £28.15 million to help low and lower-middle income countries (LMIC) to strengthen their health systems. Most of the funding (£18.76m) is channelled through the World Health Organization (WHO) Health Systems and UHC cluster. A further £6m goes to the World Bank Africa Medicines Regulatory Harmonisation Trust Fund (AMRH) and £1.5m to the International Decision Support Initiative (iDSI). £1.54m has been unallocated to support additional strategic investments, managed by DFID, to incentivise innovation and greater collaboration either through WHO or other organisations.

The main programme activities are to:

- Provide technical assistance to strengthen LMIC health systems with a particular focus on strengthening health financing, access to medicines and health information systems;
- Develop a new global and regional database system to track and regulate medicines;
- Generate and disseminate new evidence to inform decision making and improve planning and budgeting to strengthen national health strategies;
- Strengthen monitoring systems at global, regional and country level using new user-friendly database systems; and
- Strengthen collaboration between different technical stakeholders including within and between multilaterals, to incentivise innovation on HSS.

Implementation began in January 2018 for most activities and the programme will end 30 March 2020. Full details of the programme are attached as Attachment 1 and the business case includes a theory of change for the programme (page 30).

The different technical areas of the programme i.e. health financing, access to medicines and strengthening health information systems are being implemented in a broad range of countries. A list of the countries where different components of the programme are focused is provided in Annex 1. The Africa Medicines Regulatory Harmonisation Initiative also supports three African regional communities. There are also elements of the programme that support the development of a number of global products that are generated by WHO through their headquarters in Geneva.

PURPOSE OF THE EVALUATION

A performance evaluation was incorporated into the business case for the MCHSS programme. The aim is to identify the most effective approaches to support LMIC to strengthen health systems and to inform DFID's decisions on Health System Strengthening (HSS) investments in the future. Through the evaluation, we hope to understand how each of the implementing partners delivers impact at the country level. Results from the evaluation will support the adaptation of the programme,

feed into the UK's ongoing strategic dialogue with multilaterals and other organisations, and inform the design and development of DFID's future work on health systems strengthening. It is expected that this evaluation will run alongside the implementation of the specific MCHSS programme activities to learn from these successes or challenges.

EVALUATION OBJECTIVES
There are four main evaluation objectives that include:

- **Objective 1:** To evaluate the performance of the MCHSS against the given goals and outputs of the programme (as described in the results framework) identifying strengths, weaknesses and lessons learnt to support adaptation of the programme.

- **Objective 2:** To assess how the MCHSS programme complements broader global health system investments that contribute to stronger country health systems.

- **Objective 3:** To assess how our global MCHSS investments enhance broader health system strengthening, including capacity building efforts at a country level.

- **Objective 4:** To make recommendations to inform ongoing and future DFID HSS investments specifically aimed at (a) bringing cohesion between multiple donor and domestic investments on HSS and (b) supporting greatest impact and sustainability.

This evaluation will be guided by OECD DAC evaluation criteria including: relevance, effectiveness, efficiency, impact and sustainability. The evaluation will assess how well the MCHSS upholds the Paris Declaration principles looking at country ownership, alignment, harmonisation, accountability, and results focus. A gender lens will need to be applied to assess how relevant our HSS approach is particularly for women and girls.

POTENTIAL QUESTIONS UNDER EACH OF THE OBJECTIVES
Below is a set of broad potential questions under the four main objectives of the evaluation, which provide an outline of potential areas to explore with the suppliers. These will therefore be honed during inception phase, based on feasibility and timelines, and in agreement from the supplier and the evaluation Advisory group (see below). Relevant questions will need to ensure that they can assess each of the OECD-DAC criteria and cross cutting themes such as on gender, as specified above.

Objective 1: To evaluate the performance of the MCHSS against the given goals and outputs of the programme (as described in the results framework) identifying strengths, weaknesses and lessons learnt to support adaptation of the programme.

Some of the potential questions that this objective should aim to answer:
- How valid is our theory of change? Is our current MCHSS results framework fit for purpose and what could we do differently?
- What are the strengths and weaknesses of the current design of the programme both technically and from a programme management perspective, including having an un-earmarked allocation for additional strategic investments? Does the way the programme is designed incentivise greater collaboration between different stakeholders and technical portfolio areas?

Objective 2: To assess how the MCHSS programme complements broader global health system investments that contribute to stronger country health systems.

Some of the potential questions that this objective should aim to answer:

- Does the MCHSS programme when considered as part of a broader global architecture, support the most efficient and effective use of resources to promote the greatest impact and sustainability compared to other financial instruments.
- Do DFID investments complement and align with other global health initiatives and investments made by other donors at a central level e.g. UHC partnership?
- Collectively do we have the right balance of investments in terms of the different building blocks or technical areas?
- Does the programme make effective links with other global technical areas e.g. global health security, Antimicrobial resistance (AMR), Reproductive, Maternal, Newborn and Child Health, infectious diseases, Non-Communicable Diseases etc.?

Objective 3: To assess how our global MCHSS investments enhance broader health system strengthening efforts, including capacity building, at a country level

Based on a number of country case studies, these are some of the potential questions this evaluation should aim to answer:

- How effectively do the MCHSS investments align with country priorities and investments?
- What can be done differently to better align central/regional HSS investments to complement and support national priorities and DFID country bilateral programmes?
- How effective are MCHSS investments in supporting national stakeholders to develop their capacity in health system strengthening?

Objective 4: To make recommendations to inform ongoing and future DFID HSS investments specifically aimed at (a) bringing cohesion between multiple donor and domestic investments on HSS and (b) supporting greatest impact and sustainability.

Some of the potential questions that this objective should aim to answer:

- Based on current progress, what evidence is there that programme outcomes (and hence assumed impacts) are likely to be achieved?
- What changes to the programme design, including programme management should be considered in any future investments?
- Are their specific partners/organisations that have a comparative advantage in delivering effective HSS technical assistance and/or results?

RECIPIENT

The main recipient of the services of this evaluation is DFID. The primary audience for the report will be DFID, the UK Department of Health and Social Care (DHSC) and the partners currently funded by the MCHSS programme i.e. WHO, the World Bank and iDSI. There will a number of stakeholders interested in the findings from this evaluation including donors such as the European Commission (EC) and the Gates Foundation who co-fund a number of elements of the programme but also the global health initiatives such as Global Funds for AIDS, TB and malaria, and Gavi as well as the broader development community. However not all information will be relevant for all stakeholders.

SCOPE

This evaluation will cover the period of implementation of the MCHSS programme from January 2018 until 30 March 2020. The evaluation should use a mixture of approaches, methods and tools to answer the questions in a way that meets the intended use, purpose and audience. It is preferable that there is a gender balance in the evaluation team. The evaluation will involve analysis of information from partners, other donors and country level stakeholders through desk reviews, interviews and from country visits to a select number of countries.

The evaluation will focus on the following target groups:

- Programme implementers including from WHO, World Bank and iDSI.
- Global financing initiatives and donors e.g. DFID, EC, Japan, Norway, Germany, USAID, Gates Foundation, GFATM, the Vaccine Alliance, Global Financing Facility (GFF) etc.
- Other multilaterals e.g. UNICEF, UNFPA etc.
- Cross HMG e.g. DHSC, Public Health England, Foreign and Commonwealth Office, and DFID policy/health advisors and country office representatives.
- Policy, decision makers and donors at a country level including officials from the Ministry of Health and Finance.
- Other Technical assistance providers and academics e.g. London School of Hygiene and Tropical Medicine (LSHTM), Researching resilient and responsive health systems consortia (RESYST); Research for Building Pro-Poor Health Systems during the Recovery from Conflict (ReBUILD) consortia, Research and Development for Communicable Disease Control (COMDIS) consortia, Joint Learning Network for UHC Abt Associates, UHC2030 secretariat etc.

METHODOLOGY

As this is largely a technical assistance programme, it is expected that a mixed methods design combining analysis of primary and secondary quantitative and qualitative data will be appropriate to respond to the evaluation questions. The framework used to analyse both quantitative and qualitative data should be determined by the evaluator based on the programme's theory of change, which should be further developed during inception phase to allow evaluation according to given the evaluation questions and proposed methodology. It should be rigorous and sufficiently robust in order to identify changes that may be plausibly associated with the programme and that may contribute to the desired outcomes and impact. The analytical framework should identify pathways through which these changes have and could happen.

Quantitative data may be derived from a range of sources including but not limited to publications, project monitoring records, planning documents, programme results, meeting reports, results framework, annual reviews, country reports and case studies. Qualitative data may be derived from sources such as key informant interviews. As the programme is in the early stages of implementation, sources of available data will emerge over the period of the evaluation and will be shared by DFID and the implementing partners. As some of the elements of the programme build on previous investments, specifically the health financing stream of work, previous evaluations and programme reports will also be made available.

The following data collection methods are encouraged:

- A desk review using available data from current literature, programme and financial reports and other donor reports to analyse the current evidence, key achievements, lessons learnt and challenges of HSS efforts.
- Analysis of evidence and key lessons from key informant interviews with the implementing partners (WHO, World Bank, iDSI), donors, relevant stakeholders and recipient country governments at headquarter and country level.
- 3 – 4 country case studies to include a mixture of different contexts e.g. DFID priority countries, fragile states, transitioning country, complex devolved setting etc (see below).

Administrative considerations – The MCHSS is a short term HSS programme and implementation only started in the first quarter of 2018. Not all technical components of the programme will be delivered in each country and an overview of which countries are involved is includes as part of Annex A. The evaluators will need to be cognizant of this fact as they design an evaluation framework and undertake their analysis as data availability and experiences in terms of implementation will vary accordingly.

Representativeness, generalizability - The MCHSS activities support countries with diverse social, political and health contexts. Many countries are also at different stages of making progress towards UHC. Given the time and budget constraints, the evaluation will only be able to look at a relatively small portion of the evidence in-depth. Given these factors, generalizability will be difficult. Common themes may however become apparent and these should be highlighted.

Travel - Will be limited by budget and logistical feasibility. It is desirable that evaluators conduct country visits to countries that present a wide range of contextual issues to give the greatest chance of evaluating all the DAC criteria. A number of criteria have initially been developed and include:

- DFID priority country;
- Country where all MCHSS technical areas are being implemented to understand how each component interacts at country level;
- Country preparing for transition from ODA to understand the different types of TA that may be required for HSS;
- Country with complex devolved structures to identify how effective TA can be delivered at different levels; and
- Country facing conflict or considered fragile to understand the effectiveness and/or limitations of HSS investments.

Based on a preliminary analysis, possible countries are likely to include: Uganda (all MCHSS technical components implemented); Nigeria (fragile state); Bangladesh/Pakistan (transition country); and Kenya (complex devolved health system).

Final selection of countries will be agreed upon during discussions on the inception report. It is anticipated that each country visit could take up to 10 days. Evaluators will not be expected to visit countries facing any political disturbances or global health outbreaks and final decisions on country visits will depend on latest developments. In addition, the evaluators are encouraged to meet with relevant implementing partners e.g. World Bank, WHO and iDSI and travel to their offices should be factored into the budget and the inception report.

Access to data and technical resources

The evaluator will have access to a number of detailed documents that will primarily be provided by DFID and the implementing partners (e.g. WHO, WB and iDSI). These will include agreement documents and in some cases organisation's work plans. Documentation of the first nine months of operations will also be available in October 2018 as part of the DFID Annual review process, as well as quarterly reports. For some areas of the programme, e.g. health financing, country progress summaries and reports will also be available to show the extent of implementation. Preparations will be made prior to the start of the evaluation, to have as much data ready for sharing so there are no delays. Any additional data requirements proposed by the evaluators will be discussed during the inception phase of the evaluation.

Relevant donor/implementing partners will cooperate with the evaluators and be available for interviews and consultations. Day-to-day communication will be coordinated through the DFID focal point person, the Senior Responsible Officer (SRO) for the MCHSS programme, but the evaluators can expect to have regular direct communication with relevant implementing partners as well.

During the inception phase, the evaluator will propose a list of key informants to interview which will be discussed with evaluation Advisory committee and contact information will be provided where this is available. Organising dates and times for interviews with key informants will be the responsibility of the evaluators.

DFID/OGD will have unlimited access to the material produced by the supplier (as expressed in DFID's general conditions of contract).

Country personnel and technical resources: DFID will work closely with the evaluation team to draw up this list and provide necessary contact details of relevant country focal point personnel. It is likely that conference calls with DFID country offices will be required to facilitate the planning of country visits. During country visits, the evaluator will be expected to manage all visits with relevant country officials, stakeholders and technical partners in country. The evaluator will also be responsible for collecting qualitative or quantitative data from countries outlined in the inception report and for covering the costs for field visits and in-country meetings within the proposed budget.

During the inception phase, a detailed discussion on the data required given the proposed methodology will be further addressed. Specific requests for data or problems in accessing will be brought to the DFID focal point person who will resolve any issues if they arise.

Ethics: The evaluator will be expected to adhere to the DFID Ethics Principles for Research and Evaluation. This will include but not be limited to the following:

- Information gathered e.g. financial reports, interview responses etc. will be treated confidentially.
- Individual respondents (officials from Ministry of Health and Finance, implementers, stakeholders etc.) will be informed of the purpose of the research and have the option to voluntarily participate in the evaluation.

Code of conduct: The evaluation of DFID assistance is guided by the core principles of independence, transparency, quality, utility and ethics. The evaluator will be expected to work according to these principles.

Fieldwork: The evaluator is encouraged to gather data directly from programme partners and beneficiaries through in-depth interview questionnaires and data collection in country as described above.

GOVERNANCE ARRANGEMENTS

The assessment will be coordinated by the DFID Health Services Team and be guided by an Advisory Group that comprises representation from DFID, a DFID evaluation advisor, WHO, World Bank, iDSI, and the Gates Foundation. The purpose of the Advisory Group will be to guide the design of the evaluation and assure the evaluation outputs.

The Advisory group's input should ensure that the evaluation has credibility across the range of stakeholders. The Group will therefore seek input where relevant from other stakeholders such as the DHSC, other donors such as the EC where and if relevant. The group will also share progress, the terms of reference and inception reports with the WHO evaluation department according to our contribution agreement.

Inception, work-planning and review meetings

Meetings with evaluators and the Advisory Group will take place as required to ensure that the provider has all the necessary advice and guidance they require.

Commenting on study outputs (including timescales)

The Advisory Group will provide comments on the evaluation work plan and inception report, and all deliverables of the evaluation including the draft final report, the final report and learning briefs. Feedback will be provided within 2 weeks.

QUALITY STANDARDS/PERFORMANCE REQUIREMENTS

The evaluation of DFID assistance is guided by the core principles of independence, transparency, quality, utility and ethics. Quality pertains to personnel, process and product in evaluation. Independent quality assurance is mandatory during the 'entry' design phase (ToR and inception report) and at the 'exit' (draft final report) stages. Quality Assurance is currently conducted by EQUALS, a contracted service. There is a 10 working day turnaround, provided that the programme team is able to notify them in advance about the delivery of the outputs. The Evaluator's services and performance will be assessed using DAC Quality Evaluation Standards.

In addition to quality assurance requirements, a formal management response to all findings, conclusions and recommendations from an evaluation is required, and will be published with the evaluation.

REQUIREMENTS

The evaluation will be commissioned through the existing DFID Global Evaluation Framework Agreement (GEFA). The assessment should be carried out by an organisation or a group of consultants with the following expertise:

- Experience in conducting quantitative and qualitative evaluations of health sector programmes.
- Knowledge of global health financing strategies and understanding of the different modalities for funding the health sector in different contexts.
- Knowledge and experience of health systems strengthening in low and middle income countries with particular expertise on priority setting and economic evaluations, health financing, access to medicines and health information systems.
- Knowledge and experience of the global health architecture and global health policy environment.
- Strong analytical skills and ability to think strategically and concisely analyse and integrate information from a diverse range of sources into practical and realistic recommendations.
- Effective communication skills, written and spoken, in English required and French strongly recommended if a francophone speaking country is included as part of the case studies.

Bidders must include CV's of proposed consultants and their role in delivering this TOR as part of their inception report.

The bidders are also asked to set out the anticipated risks related to meeting the four objectives of the evaluation, accompanied by a proposal on how they will be managed.

OUTLINE OF PROPOSED WORK PLAN

A final work plan will be agreed during the inception phase of the evaluation but the following are proposed as key milestones.

November 2018: Procurement processes to start in November 2018 with the identification of the Framework participants to be completed by February 2019.

Month 1-2 (Mar 19, Apr 19): Start of evaluation and work on draft inception report by Apr 2019 that includes:

- Suggested evaluation questions and sub-questions, evaluation methodologies, with their strengths and limitations, concluding with recommendations for evaluation approach.
- Updated theory of change, which is further developed to the degree needed to answer the evaluation questions credibly using the evaluation methods proposed.
- Updated risk matrix and a mitigating strategy on how they will be managed to achieve the evaluation objectives.

- Identification of data needs, including what can be drawn from MCHSS monitoring and what will be required from primary data collection (based on discussions with stakeholders).
- Consultants to set out the risks related to meeting the 4 objectives of the evaluation and how they would propose to manage them. These will be revisited during the inception phase.

Month 3 (May 19): Final inception report by May 2019 that includes:

- Country selection, evaluation methodology with data collection instruments, including sampling framework, analysis plan, coding framework for primary data and reporting plan (to be QA'd following DFID Evaluation policies).

Month 4-10 (Jun 19 – Dec 19): Conduct key informant interviews, visit implementing partners and complete country visits. All interviews and case studies should be completed by December 2019.

Month 8 (Oct 19): Interim report of key themes and emerging findings.

Month 11-12 (Jan 20, Feb 20): Synthesise data and produce a draft report (to be QA'd following DFID Evaluation policies) with findings, lessons learned and recommendations.

Month 13 (Mar 20): Final report, incorporating the Advisory Group comments, and, upon completion, primary data cleaned, labelled and with identifying information removed. Produce and complete learning briefs to support wider sharing of findings from the evaluation on HSS.

DELIVERABLES:

1. A short (15 page excluding annexes) inception report outlining the evidence-based theory of change, evaluation framework, questions to be asked, selected countries, references to past performance and outline of how risks related to meeting the evaluation objectives will be mitigated.
2. An interim report (max 15-20 pages) outlining emerging themes and findings and including a stakeholder mapping.
3. A draft final report (max 30 pages excluding annexes) for preliminary circulation to DFID and implementing partners for feedback.
4. A final report completed after the incorporation of comments from DFID (including DFID QA feedback) and implementing partners, including a detailed executive summary of no more than 5 pages.
5. 3-4 case studies (max 5 pages) outlining how investments on HSS align at a country level.
6. A monitoring and evaluation overview report that will include a list of potential indicators to enable DFID to monitor the impact of HSS investments in the future.
7. A presentation to DFID and implementation partners and accompanying shareable set of slides for circulation.
8. A learning brief of 2-4 pages summarising key findings and recommendations of the evaluation.

DFID and members of the Advisory Group will be responsible for onward sharing of findings from the evaluation to relevant stakeholders and pilot countries.

CONSTRAINTS AND DEPENDENCIES (IF ANY EXIST)

The evaluation process will start in November 2018 with selection of framework participants expected by February 2019. Once participants have been selected, the duration is expected to be approximately 13 months (March 2019-end of March 2020) from start to final completion of all evaluation output requirements.

It is not expected that the evaluator will need to work with other evaluation or M&E suppliers. The evaluator will be expected to engage closely with the implementing partners. The evaluator will have to plan field trips in collaboration with DFID to ensure that the scheduling is appropriate for all parties.

Management of risks/challenges: The evaluator will perform appropriate risks assessments for the project including field visits. DFID will provide information on risks and risk management at country level as requested by the evaluator.

TIMEFRAME
This contract will commence in March 2019, with the final report and learning briefs completed (including QA) within 13 months. No extension is anticipated.

BREAK POINTS
Given the need for MCHSS to be responsive, flexible and adaptive in some areas, and the potential for scale up or down, the supplier's performance, and workplan and budget will be reviewed at key time points and break points will be inserted into the contract to reflect this. Key review stages for the programme and contract will be at the end of the Inception phase (likely to be 3 months from the start of the contract), and at key milestones in the contract. Progression beyond each break point will be subject to the outcome of reviews, satisfactory performance of the Supplier and agreement to any revised work plans or budgets. In the event that DFID determines not to proceed with the contract as a result of the review, the Contract will be terminated in accordance with the DFID Standard Terms and Conditions.

DFID CO-ORDINATION
The following people will support the development of this evaluation and its requirements: Human Development Department – SRO for the MCHSS, HST and country level Health advisors, and the Programme manager. The DFID focal point person for the evaluation will be the SRO for the MCHSS programme.

BUDGET
The budget for this evaluation is between £300,000 - £350,000 and it is expected to cover the costs of evaluation staff, primary and secondary data collection, data analysis, field and office visits, meeting costs, travel, report writing, presentation material for final report and VAT.

DUTY OF CARE
The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

DFID will share available information with the Supplier on security status and developments in-country where appropriate. DFID will provide the following: A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival. The latest security briefs of the potential countries to be visited as part of this evaluation are included in Annex 2.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

Bidders must develop their response on the basis of being fully responsible for Duty of Care in line with the details provided above. They must confirm in their Response that:

- They fully accept responsibility for Security and Duty of Care.
- They have made a full assessment of security requirements.
- They have the capability to provide security and Duty of Care for the duration of the contract.

If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your Response will be viewed as non-compliant and excluded from further evaluation.

Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence, evaluators should consider the following questions:

a) Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?
b) Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
c) Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
d) Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
e) Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
f) Have you appropriate systems in place to manage an emergency / incident if one arises

The latest DFID/FCO risk assessment data on countries that will require visits as part of the delivery of the project will be provided once these countries have been selected and agreed upon. For any immediate information on travel please consult the FCO travel advice: https://www.gov.uk/foreign-travel-advice

GOVERNMENT TAX

Tenderers are responsible for establishing the status of this Requirement for the purpose of any government tax in the UK or Overseas. Any applicable taxes must be shown in Pro Forma 3 (ITT Volume 4). Tenderers must supply either, a statement confirming they have investigated the tax position and advising no tax is applicable OR, must provide a figure at proforma 3 of the tax due under any contract.

AID TRANSPARENCY

DFID requires suppliers receiving and managing funds to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

Accordingly, but not limited to, the contractor is required to develop and submit copies of its supply chain (sub-contractors) invoices and evidence of payment when invoicing DFID for its actual Procurement of Local Services Costs and applicable Management Fee.

It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing

evidence of this to DFID. Further IATI information is available from: http://www.aidtransparency.net/

DO NO HARM

DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse, but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

- The programme is targeting a highly sensitive area of work. The Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID;

- A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.

- DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the Issue based programme. However, it is important to adhere to principles of “Do No Harm” to the environment.

GENERAL DATA PROTECTION REGULATIONS (GDPR)

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project in Appendix A (of this terms of reference) and the standard clause 33 in section 2 of the Framework Agreement.

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Appendix A: of Contract Section 4, Appendix A, Annex A (Terms of Reference) Schedule of Processing, Personal Data and Data Subjects

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract**:** 1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the **Parties are independent Controllers** in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract. 2) For the avoidance of doubt the Supplier shall provide **anonymised data** sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.

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Annex 1: List of MCHSS supported countries by different technical component

	LIC – 9 out of 26 (35%) (Based on WB ratings there are a total of 31 countries)	**LMIC – 17 out of 26 (65%) (Based on WB ratings there are a total 53 countries)**
	• Ethiopia (HF, HIS)* • Afghanistan (HF) • Burkina Faso (HF) • Malawi (HF, HIS) • Nepal (HF, AMR) • Rwanda (HF, ATM (1)) • Sierra Leone (HIS, ATM(1)) • Tanzania (HIS, ATM (2)) • Uganda (HF, HIS, ATM (3), AMR)	• Nigeria (HF, HIS, ATM (1), AMR)* • Kenya (HF, HIS)* • Cambodia (HF) • Bangladesh (HF) • Cameroon (HF) • Cote d'Ivoire (HF) • Ghana (HF, ATM (1) • Guatemala (HF) • Honduras (HF) • Indonesia (HF) • Mauritania (HF) • Mongolia (HF) • Myanmar (ATM(1)) • Pakistan (HF) • Sri Lanka (HF) • Vietnam (HF, AMR) • Zambia (HF, AMR)
Total	9 (29% of WB list of LIC)	17 (32% of WB list of LMIC)

Key:

HF: Health financing TA
*High intensity for health financing.
ATM: Access to medicines pilots
HIS: Health information system TA

Africa Medicines Regulatory Harmonisation Initiative: Regions East Africa, ECOWAS, SADC

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Annex 2: Duty of Care briefs for potential country visit

SUMMARY RISK ASSESSMENT MATRIX

DFID Overall Project/ Intervention - Terms of Reference – Performance Evaluation of the Making Country Health Systems Stronger Programme

Summary Risk Assessment Matrix

Project/intervention title: Making Country Health Systems Stronger
SRO: Jo Keatinge
Location: Bangladesh, Kenya, Uganda and Nigeria

Country: Bangladesh

Date of re-assessment: 9 August 2017, Assessing official: Jane Edmondson

Theme	DFID Risk score	DFID Risk score
	Bangladesh except Chittagong Hill Tracts	Chittagong Hill Tracts
OVERALL RATING[1]	3	3
FCO travel advice	2	3
Host nation travel advice	Not available	Not available
Transportation	3	3
Security	4	4
Civil unrest	2	4
Violence/crime	3	3
Terrorism	4	4
War	1	1
Hurricane	3*	3*
Earthquake	3**	5**
Flood	2	3

[1] The Overall Risk rating is calculated using the Mode function which determines the most frequently occurring value. In most cases in Bangladesh this will reflect highest occurring group of numbers containing 2 or below and/or 3 and above as basis for the calculation of overall Risk Marking.

Medical Services	3	3
Contract Specific marking	**?**	**?**

1	2	3	4	5
Very Low risk	Low risk	Med risk	**High risk**	Very High risk
Low		**Medium**	**High Risk**	

Location: Uganda

Date of assessment: June 2018: Assessor: Simon Houghton

Theme	**DFID Risk score**	**DFID Risk score**	**DFID Risk score**	**DFID Risk score**	**DFID Risk score**	**DFID Risk score**
Country	**Uganda**					
Region	**Kampala**	**North-east Uganda Karamoja Region**	**Northern Uganda**	**South Western Uganda**	**Western Uganda**	**Eastern Uganda**
OVERALL RATING[2]	**3**	**3**	**3**	**3**	**3**	**3**
FCO travel advice	2	4	2	2	2	2
Host nation travel advice	N/A	N/A	N/A	N/A	N/A	N/A
Transportation	5	5	5	5	5	5
Security	3	3	3	3	3	3
Civil unrest	3	2	2	2	2	2
Violence/crime	3	4	3	3	3	3
Terrorism	3	3	3	3	3	3
War	1	2	1	1	1	1
Hurricane	1	1	1	1	1	1
Earthquake	1	1	1	2	2	1
Flood	2	1	2	2	1	3

[2] The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

Medical Services	4	4	4	3	3	3
Nature of Project/Intervention						

1 Very Low risk	2 Low risk	3 Med risk	**4** **High risk**	5 Very High risk
Low		**Medium**	**High Risk**	

Nigeria

Location: Kenya
Date of assessment**: 09 October 2018**

Theme	Risk Score	Risk Score	Risk Score
	Kenya (excluding areas listed separately)	**Advise against all but essential travel to within 15km of the coast from the Tana River down to the Sabaki River North of Malindi. It covers Lamu County and those areas of Tana River County north of the Tana river itself. Lamu and Manda Islands are now back in bounds.**	**Advise against all but essential travel to Mandera, Daadab and Garissa plus anywhere else within 60km of the Somali border (including areas North of Pate Island on the coast)[3] and Eastleigh in Nairobi**
OVERALL RATING	3	4	4
FCO travel advice	4	5	5
Host nation travel advice	Not available	Not available	Curfew in Place
Transportation	4	4	4
Security	4	4	4
Civil unrest	5	5	5
Violence/crime	5	5	5
Terrorism	4	4	4
Espionage	Not available	Not available	Not available
War	1	1	3
Hurricane	1	1	1
Earthquake	1	1	1

For these areas specific travel advice should be sought. See latest FCO travel advice for Kenya

Flood	2	2	2
Medical Services	3	3	4

1 Very Low risk	2 Low risk	3 Med risk	**4** **High risk**	5 Very High risk
			SIGNIFICANTLY GREATER THAN NORMAL RISK	

NOTE: DSU only assess the overall rating and scores for Violent Crime, Terrorism and Civil Unrest

Annex 3: Glossary of terms