

**UNICEF Pacific**

**TERMS OF REFERENCE FOR**

**Health policy review in 14 Pacific Island countries**

**Requesting Section: Child Survival and development**

**Date/Updated date: April 18, 2017**

**Programme Area and Specific Project involved:**

Outcome: 1- Pregnant women, mothers and children equitably benefit from high impact interventions for accelerated improvement of neonatal, child and maternal survival, health and nutrition.

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**Background:**

The UNICEF Pacific islands’ multi-country programme covers the Cook Island, Fiji, Kiribati, Marshal Islands, Federated States of Micronesia, Nauru, Niue, Palau, Samoa, Salomon Islands, Tokelau, Tonga, Tuvalu and Vanuatu. Together, these countries and territories are home to 2.45 million people, living on more than 660 islands and atolls stretching across 17.2 million square kilometers of the Pacific Ocean. The countries are by no means homogenous in term of population size, growth rate and fertility, ethnicity and household composition.

The outcome of the maternal, child and nutrition programme is, children in the pacific, particularly the most vulnerable benefit from quality and resilient health and nutrition services and care practices. In order to achieve the planned outputs and outcomes of the multi-country programme and contribute to strengthened and more effective health systems, UNICEF supports Pacific governments and collaborates with a wide range of partners through applying a set of prioritized intervention strategies. UNICEF, in its new country programme will further strengthen the enabling environment for child survival and development throughpolicy and budget based advocacy by lobbying for governments to have strong policies aligned to SDGs, human and financial resources directed at existing deprivations, regulatory frameworks, and evidence generation in place.

The Pacific Island Countries and Territories (PICs) have achieved mixed progress in improving maternal, neonatal, infant, child health and nutrition services and outcomes. At the same time in many countries the systems to support maternal, neonatal, child health- specifically planning, budgeting and monitoring are weak due to the status of country health policies, legislation and strategies. Some countries have outdated policies/strategies, or have multiple strategies.

In 2016, an estimated 1,700 children died before reaching the age of five across the 14 PICTs. The majority of these cases are neonatal and infant deaths. The magnitude of maternal deaths is unknown in half of the countries. Neonatal mortality rates vary equally widely across the 14 nations, with the highest rate being in Kiribati at 24 per 1,000 live births. Those countries exceeding the SDG target for neonatal target of less than 12 are Kiribati (24), Nauru (23), FSM (19), Tuvalu (18), Republic of Marshall Islands (17), Niue (13), Vanuatu and the Solomon Islands at 12.

Stunting in children under five is highest in Solomon Islands (33%) and Vanuatu (29%), along with Nauru (24%). Seven PICTs do not have data on stunting making it difficult to assess the extent of the problem.

Maternal mortality varies significantly across the 14 PICTs. Half of PICTs do not have data on maternal mortality. Of the remaining seven, maternal mortality ranges from 30 per 100,000 live births in Fiji to 124 in Tonga. The high levels of maternal and neonatal mortality are due to high adolescent birth rates; poor health and nutritional status of women; limited supply, utilization and quality of core essential reproductive, maternal, newborn, child and adolescent health services; poor hygiene and sanitation, and limited availability and quality of community based care, outreach, and supportive supervision and referral systems.

Health policy can be defined as the "decisions, plans, and actions that are undertaken to achieve specific health care goals within a country”. Explicit health policy defines a vision for the future; it outlines priorities and the expected roles of different groups; and it builds consensus and informs people and it is the basis for government action and resource allocation.

Health-related policy plays important and vital roles for program implementation and to health systems improvement and health outcomes. A supportive policy environment will facilitate the scale-up of health interventions, reduce mortality, and improve the health outcomes.

The overarching strategic approach for UNICEF between 2018 and 2022 will be health system strengthening (HSS). Recognizing that the obligation for the delivery of public health services is with the PICT governments, and keeping sustainability at the centre of its work, the Ministry of Health will be in the forefront of UNICEF Pacific’s programme actions. UNICEF will target its technical and financial resources toward strengthening the six pillars within the HSS framework (quality of service delivery, HIS, finances, human resources, supply and logistics, governance/leadership) to improve public health delivery systems. In this way, access, supply and quality of critical health services will improve. Supportive, appropriate evidence based health policies and strategies are critical for the outcome/ results of the UNICEF new country programme.

UNICEF Pacific is seeking a consultant to collect and review the maternal, neonatal, child health and nutrition policies and, where relevant, strategies in all 14 Pacific countries, identifying the gaps in policy related to new-born, infant, maternal, under 5 health and nutrition areas and to provide country specific recommendations to develop or improve the policies to ensure they are aligned with evidence based global best practices including the SDGs. Based on the health policy review findings UNICEF Pacific will develop an advocacy and technical assistance plan to strengthen the policy and legislative environment.

**Purpose of Assignment:**

The assignment is to give a comprehensive overview of the status of MNCH and Nutrition policies across the Pacific. Once a baseline of information is compiled, actions can be systematically taken to fill gaps and strengthen policies. The assignment will aim to:

1. Create base line information on the availability of national health policies, legislation, and strategies in relation to maternal, newborn, child health and nutrition in all 14 Pacific Island Countries. This will include broadening the scope to sectors beyond health to understand inclusion in relevant sectors (WASH, Food, Climate, Education etc)
2. Identify whether the available policies, legislation, and strategies are inclusive with new born, infant, maternal, under 5, EPI and nutrition areas and whether they are aligned with global best practices including SDGs.
3. Identify the gaps in policies, legislation and strategies for maternal neonatal, child health and nutrition.
4. Design a set of recommendations and prioritizations by country for development/ improvement of existing policies, legislation and guidelines.
5. Disseminate the findings to UNICEF.

**Scope of Work/ Work Assignments:**

Under the supervision of the UNICEF Pacific Chief of Child Survival and Development and with support from the MCH and Nutrition Specialists based in Suva as well as the field office Chiefs, the Health Policy review (HPR) consultant will undertake the following tasks to achieve the objective of the assignment:

1. Desk review of the available PICTs health policies, legislations, and strategies on maternal, neonatal, child health and nutrition
2. Collect policy documents and map the available latest health policies, legislation, and strategies from 14 PICTs
3. Review the existing policies, legislation and strategies and identify the gap on availability and content of health policies by country
4. Review the available policies, legislation and strategies identifying relevance and suitability of the maternal, neonatal and child health and nutrition areas
5. Design specific recommendations by country, for developing, including/and/or aligning the policies, legislation and strategies for the maternal, neonatal, child health and nutrition areas based on the global best practices, SDGs and recommendations.
6. Develop and deliver to Suva colleagues a PPT presentation for dissemination of the findings and proposed recommendations.
7. Recommend way forward in terms of technical assistance, priorities, and costing for the development/ revision /realignment the policy, legislation and the strategy for improvement of the maternal, neonatal, child health and nutrition services.

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**Work Schedule:**

The duration of consultancy is 2 months (60 working days over a period of 6 months). From 01 May -30 October 2017.

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**Payment Schedule**

Consultancy fee, daily allowance and anticipated travel costs should be included in the financial offer by the applications. Financial offer should provide the detailed breakdown of the cost items.

1st Payment (20%): Upon approval of inception report

2nd Payment (30%): Upon delivery of the desk review and policy review report and policy gaps report

3rd Payment (50%) Upon the completion of the assignment and final report

**Deliverables/End Products**

1. Inception report including detailed workplan and regular/weekly discussions/update with Suva team.
2. Report on detailed gap analysis of the health policies, legislation and strategies by country
3. Report on relevance of the policy, legislation and strategies on MNCHN areas based on the global best practices, SDGs and recommendations
4. Report on recommendations and prioritisation on development/ revision /improvement of the policies for individual countries. This will include an analysis and recommendations of further technical assistance and costing for the development/ revision /realignment the policy, legislation and the strategy for improvement of the maternal, neonatal, child health and nutrition services.
5. Develop and deliver a PPT presentation on the findings and recommendations.
6. Submission of a short reflections and observations report (no more than 5 pages) – format of which to be agreed.

**All products should be in electronic and hard copy submission.**

**Supervisor Name and Type of Supervision that will be provided:**

The consultant will work under the direct supervision of Chief of Child survival and Development and with support from the MCH and Nutrition Specialist based in Suva as well as from the chief of field offices.

**Consultant’s Work Plan and Official Travel Involved:**

The consultancy will involve office work in UNICEF Suva office to be determined as part of the initial workplan developed. Time in Suva should be scheduled before and after country visits for briefing and debriefing.

The consultant may work remotely.

Reasonable administrative support based on UNICEF rules and regulation allowable to consultant, will be provided to the consultant through the CHD programme assistant,

The consultant is required to use his/her own laptop.

**Consultant’s Work Place:**

The consultant will work remotely.

The consultant will maintain regular contact/ communication with the supervisor

**Qualifications or Specialized Knowledge/Experience Required:**

Qualifications

* Post-graduate degree in public health, social sciences, human resources or maternal, child health and nutrition related fields

Experience and Skills

* At least 7 years of relevant working experience in developing health policies, strategies and guidelines
* A solid understanding on the use of policy review methodologies
* Documented experience in policy development and review
* Strong inter-personal, teamwork and organizational skills
* Substantive knowledge on maternal, neonatal, child health and nutrition (MNCHN) issues/ policies, strategies and guidelines
* Familiarity with information technology, including proficiency in word processing, spreadsheets, and presentation software
* Previous working experience in the Pacific and with health and nutrition programmes will be an asset.
* Proven analytical and report writing skills;
* Familiarity and experience of working with UN agencies is an asset

Languages

* Fluency in written and spoken English required.

Competencies

* Good analytical, negotiating, communication and advocacy skills;

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**General Conditions** **of Contracts for the Services of Consultants / Individual Contractors**

**1. Legal Status**

The individual engaged by UNICEF under this contract as a consultant or individual contractors (the “Contractor”) is engaged in a personal capacity and not as representatives of a Government or of any other entity external to the United Nations. The Contractor is neither a "staff member" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an "official" for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention and the Contractor is required by UNICEF to travel in order to fulfill the requirements of this contract, the Contractor may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

**2. Obligations**

The Contractor shall complete the assignment set out in the Terms of Reference for this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Contractor must respect the impartiality and independence of UNICEF and the United Nations and in connection with this contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of UNICEF. The Contractor must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Contractor (a) will conduct him- or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of UNICE relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

Unless otherwise authorized by the appropriate official in the office concerned, the Contractor must not communicate at any time to the media or to any institution, person, Government or other entity external to UNICEF any information that has not been made public and which has become known to the Contractor by reason of his or her association with UNICEF or the United Nations. The Contractor may not use such information without the written authorization of UNICEF, and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contact.

**3. Title rights**

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Contractor which bears a direct relation to, or is made in order to perform, this contract. At the request of UNICEF, the Contractor shall assist in securing such property rights and transferring them to UNICEF in compliance with the requirements of the law governing such rights.

**4. Travel**

If UNICEF determines that the Contractor needs to travel in order to perform this contract, that travel shall be specified in the contract and the Contractor’s travel costs shall be set out in the contract, on the following basis:

1. UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.
2. UNICEF will reimburse the Contractor for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

**5. Statement of good health**

Before commencing work, the Contractor must deliver to UNICEF a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Contractor must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorized; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to UNICEF (other than to duty station(s) with hardship ratings “H” and “A”, a list of which has been provided to the Contractor) the Contractor’s medical/health insurance covers medical evacuations. The Contractor will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

**6. Insurance**

The Contractor is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of paragraph 5 above. The Contractor is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

**7. Service incurred death, injury or illness**

If the Contractor is travelling with UNICEF’s prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or is performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval, the Contractor (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Contractor was travelling with UNICEF’s prior approval and at UNICEF's expense in order to perform his or her obligations under this contractor, or was performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval. Such compensation will be paid through a third party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Administrative Instruction on Individual Consultants and Contractors. Under no circumstances will UNICEF be liable for any other or greater payments to the Contractor (or his or her dependents as appropriate).

**8. Arbitration**

1. Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.
2. If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in accordance with the UNCITRAL procedures within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in New York before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the United Nations Legal Counsel. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

**9. Penalties for Underperformance**

Payment of fees to the Contractor under this contractor, including each installment or periodic payment (if any), is subject to the Contractor’s full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF’s satisfaction, and UNICEF’s certification to that effect.

**10. Termination of Contract**

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Contractor (including but not limited to breach by the Contractor of relevant UNICEF policies, procedures, and administrative instructions), UNICEF shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Contractor shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF’s satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Contractor. Any additional costs incurred by UNICEF resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Contractor under this paragraph 10.

**11. Taxation**

UNICEF and the United Nations accept no liability for any taxes, duty or other contribution payable by the consultant and individual contractor on payments made under this contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the consultant and individual contractor.

**ETHICS FOR SAFEGUARDING THE INTERESTS/RIGHTS OF CHILDREN AND WOMEN IN RESEARCH AND COMMUNICATION**

**NON-DISCRIMINATION**

When consultants conduct interviews, focus group discussions, take photos, videos, consultants shall ensure that the selection of participants and the process and methods used serve to correct, not inforce, patterns of exclusion. This requires attention to socio-economic barriers including gender, disability and age discrimination as well as the different ways and capacities in which children and women express themselves.

**PARTICIPATION**

Consultants shall ensure that the purposes and processes of the interviews, photo taking, etc. are fully explained, using alternative forms of communication where necessary and making reference to any implications of time, cost and the possible influence of the outcomes. The way information is conveyed must be appropriate to the context and to the child capabilities when child is involved.

**INFORMED CONSENT**

Consultant shall ensure that the participants know their right to refuse or to withdraw from the interview, photos, etc. at any time and obtaining verbal or written consent without coercion. Parental consent is required to use children in communications but there should be a discussion with the child or children.

**IDENTIFICATION OF RISKS**

Consultant should be mindful of the risk involving children and women in the research. Consultant should withhold information where that information may place them at risk and take necessary measures to protect them from placing themselves at risk.

**CONFIDENTIALITY**

Consultants shall offer conditional anonymity and confidentiality to all participants and explain to participants the limitation of confidentiality and possible intervention based on what is in their best interests. Consultant is fully responsible for identifying the follow up action and referrals to be made in case confidentiality is broken.

**MISUSE OF INFORMATION**

Consultants are fully responsible for considering the short and long-term consequences of the communication or research from the different perspectives of participants, policy-makers, researchers and UNICEF.