

**Whose Public Action?  
Analysing Inter-sectoral Collaboration for Service  
Delivery**

**Contracting NGOs to Deliver Basic Services: An  
Annotated Bibliography**

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# 1. Introduction

## **Research questions**

This annotated bibliography was prepared for the *Whose Public Action? Analysing Inter-sectoral Collaboration for Service Delivery* research team to address the following questions:

1. What methods have governments used for contracting NGOs to deliver basic services (especially primary education, primary health and basic sanitation)?
2. What questions and methods have been used by researchers studying these cases?
3. What have been the results in terms of complementarity or competition between the parties (i.e. the results that interest are not mainly in terms of the quality of service provided to customers)? Why have certain arrangements been successful?
4. Is there any evidence that the characteristics of the services (e.g. measurability) affect the way contracts are made and operate?

## **Methodology**

This bibliography includes case studies of NGOs engaged in some form of 'contract' with government to deliver services in education, health and basic sanitation. 'Contract' is understood as both formal and informal/looser agreements. A variety of terms are used in the literature to describe these relationships (e.g. partnership, collaboration, co-operation, joint venture, co-production). Whilst search terms were kept deliberately broad to capture the full range, the looser types of engagement may be underrepresented because they are less easily described in keywords.

The case studies included were chosen for the quality of information they present (comprehensiveness and objectivity) and the extent to which they address the research questions above. Much of the literature found did not centrally address the research questions. Search results were dominated instead by cases of: the role of NGOs/civil society in development processes and relationships between NGOs and the state more broadly (not necessarily in delivering services); partnerships/contracts between NGOs, or between NGOs and private sector or donors; donors directly contracting NGOs; private for-profit sector contracting; other sectors. Cases studied in depth through the *Whose Public Action?* research have been excluded from this bibliography.

Whilst the bibliography indicates the range and focus of the literature, it is not intended to be an exhaustive list of studies of government-NGO contractual arrangements. Other materials which broadly address the research questions but not in relation to the three sectors, and not in case study form, are included in the additional resources section. A selection of references reviewed for the bibliography is included in Annex A to demonstrate the scope of the wider literature.

Finally, the abstracts provided in this bibliography are not summaries of the case studies – they instead aim to highlight only the information relevant to the research questions.

## **2. Summary of Findings**

### ***What questions have researchers used?***

The overwhelming majority of the available literature on contracting NGOs to deliver public services does not directly address the questions posed for this bibliography. In many of the case studies reviewed, the exact form/nature of the contractual relationship was unclear, and in some cases basic information like contract type, financing mechanisms, and monitoring/reporting arrangements were absent.

Where the outcomes of contracting have been evaluated or studied, it is usually in relation to the quality of the services delivered to the end user (e.g. efficiency, equity, accessibility). The dynamics of the contractual relationships, or the environment in which they operate, receive relatively little attention. Questions about whether or not contracting is more efficient and cost-effective than government-delivered services seem to dominate the research agenda, rather than why certain contractual methods are used or the outcomes for the contracted parties. The balance of power that emerges between the parties is not widely analysed in an objective, systematic or empirical way, although NGO autonomy is often a consideration. How the characteristics of the services affect the way that contracts are made and operate was not explicitly addressed in any of the case studies in the three focus sectors.

### ***Limitations in the literature***

There is by far more information available on contracting NGOs in health than in any other sector. More (rigorous) evaluations of the outcomes of contracting have been done in this sector. There appear to be very few analytical case studies on contracting NGOs in sanitation, and even fewer in education. Much of the material that is available is patchy and descriptive in nature. The 'grey' literature, for example, provides little analysis; donor material is often quite technical (merely listing contract specifications) and NGO materials usually take the form of project descriptions.

There is a substantial amount of academic literature discussing contract theory (relationships between trust, contract completeness, asset specificity, formality, etc., - some recent examples are included in the additional resources section of the bibliography), and a number of descriptive case studies of contracting, but very few case studies set out to apply contract theory to their analysis (two exceptions are Gazely 2007 and Van Slyke 2006, but these are not in the core focus sectors – see additional resources section).

Overall, it has been very difficult to get a clear sense of the complete range of contracts between government and NGOs in any of the sectors. The largest, most prominent and well documented cases tend to receive the most attention (e.g. Cambodia in Health, Fe y Alegria in Education – less so in sanitation but still in this sector cases of slum sanitation seem to dominate). Smaller, less prominent contractual arrangements (for example in support or ancillary roles) are not well documented. No mappings of the types of activities that NGOs are contracted for were found for any of the sectors (although Leovinsohn in Health has done extensive work in pulling together information on case studies).

## ***Contracting approach and methods***

The cases included in this bibliography represent only a small sample of the services that NGOs have been contracted to deliver, and the variety and scale of contracting used. As mentioned earlier, in many cases the contracting methods and approach were not fully described and the format and content of the written contract was not explicitly discussed. This makes it difficult to assess, for example, how complete or incomplete a contract is. In addition, authors generally don't categorise contractual relationships according to any of the various typologies used in the more theoretical literature (e.g. as relational or hierarchical). There is no discussion in any of the cases about why a particular contractual approach was chosen above another.

Most seem to agree that 'contracting' should be understood as broader than formal written agreements. Still, the large part of the literature (at least in health) focuses on formal agreements. Some argue that informal arrangements are generally less well understood (Liu 2007 and Gazely 2007).

### *Health*

The greatest variety, both in terms of the types of activities that NGOs have been contracted to undertake and the methods of contracting that have been used, was found in the health sector (where overall more information is available). In this sector, NGOs have competitively bid for and won management and service delivery contracts covering primary health facilities in Cambodia and Nicaragua. Other widely cited examples of this approach are Costa Rica, Rwanda and Pakistan. In Afghanistan, both national and international NGOs have been contracted to operate primary health facilities they were already operating with a view to eventual government takeover. On a smaller scale, national NGOs have been contracted to identify and train local private providers and improve the quality of TB care delivered in India. They have also collaborated with government in TB control in Bangladesh, signing MOUs that assign a division of labour whereby NGOs are responsible for local implementation and awareness-raising whilst government set policies and issue drugs. In Brazil, MOUs between government and NGOs have effectively allowed NGOs to plan and deliver HIV/AIDS programs of their own design with government funding. Performance-based monitoring has been used in the cases where government has contracted primary clinics and health districts (Cambodia, Nicaragua, Afghanistan), but in the more specific services of TB control and HIV/AIDS, there is noted to have been more NGO autonomy and less government monitoring, and the form of contracting has been mainly MOUs.

### *Education*

There is less variation within the education or sanitation sector case studies. In the education sector, the focus has been on private sector schools. Beyond this, there is very little case study material available on contracting NGOs, and the cases included in this bibliography relate largely to how governments and NGOs have collaborated (through MOUs) to manage the integration of non-formal education into formal systems. Uganda is a well documented case, where government set out to contract NGO providers of non-formal education to explicitly make the non-formal system complementary to formal, government provision. There is almost certainly more variety of contracting NGOs in the education sector than is represented here, but in this sector most of the cases found were MOUs.

### *Sanitation*

The private sector also dominates the sanitation sector, particularly in terms of engineering contracts, which in some cases (Uganda, Nepal) NGOs are prohibited

from bidding for. Most of the case studies included in this bibliography describe performance-based contracts for 'social mediation', which means convincing communities to purchase household sanitation. Examples of this approach are Ghana and India (slum sanitation). It is noted by one author (Hoppers 2007) that much of the contracting in this sector seems to be project-based, with NGOs playing a support role in the delivery of government-designed sanitation projects. There are cases where NGOs have successfully collaborated with government to deliver their own projects (e.g. development of community sanitation infrastructure in Hasanpura, Pakistan), but in this case there was a feeling of competition between the government and NGOs. A notable aspect of the cases found in this sector is that they are all short-term, performance-based contracts.

### ***Formality***

Formality, when defined in terms of what the contract does and doesn't specify, or how restrictive or prescriptive it is, is an issue in some of the cases. In the Mother NGO scheme in India, for instance, NGOs complained that MOUs were too informal with no objective grievance mechanisms, leaving government in a position of power in relation to the NGOs. In the sanitation sector in Ghana, too much formality and specification in NGO contracts was seen to restrict innovation and make it virtually impossible for the NGOs to fulfill the terms of the contract. The case of slum sanitation in India concludes that the absence of formally assigned roles and responsibilities lead to overlaps in function, weak accountability, and conflict between the parties.

Performance-based contracting appears to be more prevalent in health and sanitation than in education, although this finding might be skewed by the availability of the literature and the choice of case studies. Overall, there is no clear picture of whether or how performance-based contracts or project-based contracts, or contracts based on MOUs, differ in their level of formality or completeness. For example, even the performance-based agreements used in the health sector in Afghanistan are described as vague.

Recent research in Georgia State found that partnership formality varies widely by service sector and mattered least in those areas where government already dominates (Gazely 2007). This case also found that control is not necessarily related to formality –that government has many means of asserting control over a partnership arrangement.

### ***Complementarity or competition?***

Complementarity also takes on several meanings in the case studies. Some of the cases describe the decision to contract out, whereby government takes the role of steward and NGOs the role of as provider, as in itself a form of complementarity. In many cases it is more specifically understood to mean NGOs delivering services where the state is unable to deliver them – e.g. in un- or underserved districts (as in the case of the MNGO scheme in India, where government decided which districts to contract NGOs in). It can also mean, more abstractly, recognition of the unique strengths and attributes that NGOs can bring to bear in a given situation (e.g. in community intermediation).

On a more practical level, complementarity is sometimes understood to mean the division of responsibility within a contract, for example in Bangladesh where government provided treatment protocols, drugs supplies and monitoring and NGOs were responsible for local implementation. In Burkina Faso, where complementarity

was the goal of the state in contracting NGOs to deliver non-formal education, the push towards complementarity was seen by some as a means of subordinating and co-opting the NGO into the government's policy agenda. Complementarity can also mean writing into contracts clauses for non-competition. In Afghanistan, for example, MOUs stipulated that non-formal schools are not allowed to operate where there is a state school less than three miles away.

Competition, in contrast, is not a widely used term in the case studies. One exception is in the sanitation sector in Faisalabad, where a local NGO was seen as competing with government for the delivery of sanitation services (although in this case government-NGOs weren't strictly engaged in a contractual relationship, but rather forced to collaborate). Mistrust, misunderstanding and resentment are however commonly referred to in the cases. Some argue that inherent tensions in government-NGO relationships arise from the fact that they are dissimilar in structure, forms, working style and motivations (Baruah 2007). Initial mistrust and misunderstanding between government and NGOs are noted in many of the cases (e.g. Cambodia and Bangladesh). In many cases, donors played a key role in convincing the often reluctant government to contract with NGOs. Sources of this mistrust can be based on fear of NGOs encroaching on government territory, and lack of faith in government's financial promises (the latter is cited as one reason why NGOs are reluctant to engage in contracts with government in the education sector - see Mundy 2007). In the case of the Gujarat Mahila Housing Trust in India, it is noted that the state is reluctant to move from the role of 'provider' to the less prestigious or powerful role of 'facilitator'.

The following are some examples of where contracting NGOs has resulted in contention and resentment between government and NGOs:

- In Cambodia, relations between the contractors and the Provincial Health Department were problematic. The Provincial Health Department had no material incentive to support the contracting approach – in fact contracting reduced its own potential for informal income-generating activities. This case demonstrates that the dynamics of relationships between NGOs and government may be different at different levels of government.
- In health, another source of contention is wages for health workers; where NGOs and government pay different salaries, this can result in competition over staff.
- The Afghan government is expressing concern over the role and behaviour of NGOs in the country's reconstruction process, and interviews with staff at provincial level suggest some reluctance to accept that NGOs may be there to stay.
- In Nicaragua, one source of tension was that private providers' operating in the localities increased the Ministry of Health's municipal workload by stepping up the need for adequate planning and distribution to support the NGO contract.
- In the India Mother NGO scheme, NGOs were given grants towards purchasing non-recurring assets, but no earmarked funds for human resources, so had no full time person responsible for implementing their contracts. This was a source of contention and overall NGOs did not find the scheme financially attractive, suggesting that contracting isn't always mutually beneficial.

## ***Autonomy***

Autonomy is a key concern in many of the cases. Some authors question the effect that contracting has on the financial independence of NGOs. In the sanitation sector in Ghana, some NGOs were formed for the purpose of obtaining contracts, and are singularly reliant on them for funding. In this case, the authors argue that whilst larger NGOs are more able to maintain their independence, those NGOs which rely on contracts have been less effective in undertaking policy advocacy. In the education sector in Burkina Faso, NGOs are described as having no autonomy because they are excluded from national policymaking dialogue. Similarly, in the sanitation sector in Ghana and Nepal, some have argued that NGOs were given little or no opportunity to influence policy or engage in advocacy, instead being seen as part of the private sector and meeting the objectives of donor agencies rather than developing their own ideas. Overall, it is common for there to be concern that taking on the role of contractor compromises the ability of the NGO to carry out advocacy or to be accountable to the community rather than to the government, but this does not seem to be tested in the case studies.

There is some variation in terms of the level of autonomy that NGOs have experienced in delivering the services they are contracted to deliver. NGOs are described as having autonomy to decide operational strategy in the case of TB control in Bangladesh, and in the HIV/AIDS projects in Brazil, where they were left alone to implement and manage their projects. In the Ghana sanitation case, contracts left very little room for NGOs to decide on operational strategy, and were described as 'take it or leave it' because the NGO had no say in the design of the contract or the activities it covered. In the case of slum upgrading in India, the emphasis on performance measures in the contract is described as compelling the NGO to focus more attention on the easily quantifiable aspects of its work.

In the case of the Society for Promotion of Area Resource Centres (SPARC) in Mumbai, it is argued the NGO was given this significant level of involvement due to its international reputation and because its leadership was politically well connected. The study finds that the size and scale of the NGOs operations, and its presence on the political map, meant that it left little space for smaller organisations to become involved in sanitation activities or in discussions or policy dialogue. In this case, the NGO was able to determine the boundaries and the agendas of its discourse with government.

In health, autonomy is defined quite technically by Leovinsohn (2008) to mean "(1) following contractors normal management prerogatives over health workers; (2) using lump-sum budgets rather than line-item budgets; (3) leaving procurement of goods, supplies, and medicines to the contractor; and (4) not applying inappropriate public sector accounting rules and procedures to the non state sector". These detailed characteristics are not described in any of the health case studies.

## ***Characteristics of services***

The cases reviewed for this bibliography do not explicitly address how the characteristics of the services are related to the way contracts are made and operate. Questions of measurability, asset specificity, and factors like the political salience of the service are neglected in most of the case studies. Lack of capacity to monitor contracts is cited in several cases, but this is not framed as an issue of measurability as such, more a question of lack of dedicated resources. In Mumbai, lack of monitoring for slum sanitation was associated with the fact that slums are not seen to be a priority for government. A recent study of social service contracting relationships



in New York state found there was no variation in monitoring used to oversee trusted versus untrusted providers (Van Slyke 2006).

In education, Hoppers (2007) notes that performance measures are far more likely to be specific in cases where the services being purchased are narrow in scope and easiest to measure (for example, remedial instruction, literacy programs) than in situations where the services being purchased are broader in scope and harder to measure (for example, whole school management). In health, McPake (2007) suggests that classic/complete contracts are difficult and inefficient because there are high costs attached to monitoring them. Liu (2007) argues that single services, services where there is a clear level of need, services with practical guidelines, technically simple services and services where there is a close correlation with health outcomes are seen as more likely to be contractible. These theories are not explicitly tested in the case studies.

#### *Characteristics of 'successful' contractual relationships*

There is some commonality among the case studies in terms of what is seen as necessary to enable successful contractual relationships between government and NGOs. These include:

- The government department responsible for contracting has sufficient capacity to undertake the complex task of designing contracts and managing the process. The development of a Grants and Contracts Management Unit in Afghanistan to improve the capacity of government to manage contracts was viewed as important.
- The inclusion of the NGO's in project design, contracting being conceived as part of a broader country strategy, and emphasis on transparency and collaboration in the contract.
- The autonomy of the NGO to decide on its operational strategy. Providers being granted maximum operational flexibility.
- Government providing an enabling policy, a legal framework and a clear and fair regulatory environment.
- Longer-term, and predictable, contracts.

### 3. Primary Health

#### *Introduction*

The health sector is dominated by technical evaluations of the outcomes and impact of contracting, and some of the literature offers prescriptive guidelines on the practical 'how to' of contracting in this sector (Loevinsohn 2008). Others are advocating new frameworks for analysing contractual relationships that would better address some of the questions asked in the *Whose Public Action?* research (see Liu 2007). The most widely cited cases of contracting in health are Cambodia, Bangladesh and Costa Rica (see Loevinsohn for an overview). These are formal, large-scale cases of performance-related service delivery or management contracts for health centres.

Other case studies in this section include:

- **Cambodia: Rural Primary Health Care** – where a management contract was given to an INGO covering an entire health district. The INGO then used performance contracts to manage the district health facilities. Relations between the Provincial Health Department and NGOs were problematic.
- **India: Mother NGO Scheme** – where NGOs signed MOUs to deliver reproductive and child health services in underserved areas. MOUs were informal and didn't clearly enough define reporting relationships.
- **Bangladesh: Tuberculosis Control** – where MOUs set out the respective tasks of government and NGOs to enable collaboration. NGOs are described as having the autonomy to decide their operational strategy.
- **Afghanistan: Large-scale contracting for Basic Package of Health Services (BPHS)** – where government contracted NGOs (who were already doing the work) to operate primary health centers. These are described as relational contracts, with vague terms of reference, but government is expressing concerns that NGOs should not be a permanent replacement for government.
- **Brazil: Contracting for HIV/AIDS services** – where NGOs were funded to implement projects of their own design. These contracts were characterised by a high level of NGO autonomy and little monitoring (partly because of problems with measurability). [Note that Loevinsohn describes these as a common arrangement for HIV/AIDS prevention and treatment, but argues they are not true contracts since government generally has little say in what services are delivered, where, or how they will be assessed.]
- **Nicaragua: Pay for Performance in Preventative Health Centers** – where providers of preventative health centers were given performance contracts.

## **General documents**

**Loevinsohn, B., and Harding, A., (2005), Buying results? Contracting for health service delivery in developing countries, Lancet 2005; 366: 676–81**

[http://www.cgdev.org/doc/ghprn/Lancet\\_harding.pdf](http://www.cgdev.org/doc/ghprn/Lancet_harding.pdf)

This article reviews global experience with contracting non-state entities (including NGOs) for improving health care delivery, focusing on cases where the outcomes, costs and scale have been explicitly evaluated. It finds that the potential difficulties often associated with contracting (e.g. increased inequities and lack of government capacity to manage the contract) were not observed in practice, or at least did not compromise contracting's effectiveness.

The case studies (Cambodia, Bangladesh (2 cases), Bolivia, Guatemala, Haiti, India, Madagascar and Pakistan) each involve contracting with nonprofits. The author notes there is little experience with contracting for-profit providers for primary health care in low-income countries. All of the cases are either management or service delivery contracts. The line between a management and service delivery contract blurs when the contractor uses government health workers but pays them substantially more than their civil service salaries. Government or donor grants to NGOs in which the NGOs define where and what services are delivered are common, particularly in HIV/AIDS prevention and treatment, but these are not true contracts since government generally has little say in what services are delivered, where, or how they will be assessed.

The major findings from the review are:

- Even in cases where contract management was not done well, contractors were still successful in delivering large-scale programmes. "The cases with successful contract management seem to have benefited from either external management support or having only a few contracts." (p. 679)
- The cases suggest, but do not prove, that the most successful approaches to contracting maximise the amount of autonomy given to contractors (e.g. in Cambodia where service delivery contracts did better than management contracts).
- The successful approaches focus on outputs and outcomes, rather than inputs. This approach requires careful monitoring and assessment, and so to achieve economies of scale need to be of a fairly large size – probably more than 500 000 beneficiaries.

**Loevinsohn, B. (2008), Performance-based Contracting for Health Services in Developing Countries: A Toolkit, The World Bank, Washington**

*Not published at time of writing - obtained from author: see attached PDF entitled 'Loevinsohn 2008'*

This book is intended as a practical guide to contracting non-state providers to deliver health services. It discusses the challenges and debates surrounding whether and how to contract and reviews case study evidence of contracting from Cambodia, Bangladesh, Costa Rica, Bolivia, Rwanda, Haiti, India and Pakistan in part to assess what approaches work best in different contexts. Short descriptions of all the case studies is provided in Appendix C, p. 125.

The author advocates contracting that maximises managerial autonomy, defined as; “(1) following contractors normal management prerogatives over health workers; (2) using lump-sum budgets rather than line-item budgets; (3) leaving procurement of goods, supplies, and medicines to the contractor; and (4) not applying inappropriate public sector accounting rules and procedures to the nonstate sector”. (p.56)

The World Bank’s approach to judging whether to procure services uses the following criteria: “(1) how easy they are to define in terms of outcomes, technical content of the services, and the organization of services (if that is likely to matter); (2) the “intellectual content” of the services [whether a reasonably intelligent person, with no special training in the particular field, could do a good job in providing the services]; and (3) the ease, precision, and frequency of independent measurement of results at a reasonable cost. Generally, the more difficult services are to define, the greater their intellectual content, and the more complicated their measurement”. (p.119)

**Perrot, J. (2006), Different Approaches to Contracting in Health Systems, *Bulletin of the World Health Organisation, Volume 84, Number 11***  
<http://www.scielosp.org/pdf/bwho/v84n11/v84n11a10.pdf>

This article classifies contractual relations between government and NGOs under three headings; delegation of responsibility, act of purchase of services, and cooperation, arguing that contracting is much broader and richer than the notion of "contract" in the legal sense of the word.

Delegation of responsibility is:

- Devolution of a public service; whereby a private organization (company, association, foundation or mutual society) manages a public health service on behalf of the state. For example, Mali’s national health policy stipulates that the state should no longer manage primary health centres but confer the management functions on community health associations.
- Concession of a geographical area; whereby the state may grant a lease for an inadequately covered geographical area. For example, a concession contract for an entire health district was awarded to a nongovernmental organization (NGO) in Cambodia.
- Public service association contract: In a public service association contract, a private organization that owns its own facilities and disposes of its own resources collaborates with, is an associate of and discharges a "public service mission" by signing a contract with the state; it thereby becomes a public service licence-holder. In Zambia, the memorandum of understanding signed in 1996 between the Ministry of Health and the Church Medical Association of Zambia stipulates that the boards of directors of church-owned hospitals shall have the same powers as public sector ones.

*Act of purchase of services* occurs when the ministry of health decides that it will no longer provide certain services and instead will use the funds at its disposal to purchase those services from providers (common for specific health services such as tuberculosis, leprosy, malaria, acquired immunodeficiency syndrome (AIDS) and immunization). In Senegal, contracts have been drawn up between the ministry of health and NGOs involved in reproductive health services or in AIDS control under the Integrated Human Development Project funded by the World Bank. As part of decentralization efforts, NGOs such as BEMFAM in Brazil, CEMOPLAF in Ecuador, MEXFAM in Mexico and CARE in Bolivia have signed contracts with local councils to train their staff, particularly in the area of reproductive health.

*Contractual relations based on cooperation* might include weak organizational interpenetration agreements, whereby the actors reach an understanding on the framework of cooperation (aims and means). This includes franchising for primary private health facilities, as in the case of the ZamHealth network in Zambia.

**Liu, X. Hotchkiss, D. and Bose, S. (2007) The Impact of Contracting-out on Health System Performance: A Conceptual Framework, *Health Policy*, Volume 82, Issue 2, pp. 200-211**

[http://www.sciencedirect.com/science?\\_ob=ArticleURL&\\_udi=B6V8X-4M57GX9-1&\\_user=122868&\\_rdoc=1&\\_fmt=&\\_orig=search&\\_sort=d&\\_view=c&\\_acct=C000010083&\\_version=1&\\_urlVersion=0&\\_userid=122868&md5=f11b154a39ac42fb95529f47b0196ff4#secx5](http://www.sciencedirect.com/science?_ob=ArticleURL&_udi=B6V8X-4M57GX9-1&_user=122868&_rdoc=1&_fmt=&_orig=search&_sort=d&_view=c&_acct=C000010083&_version=1&_urlVersion=0&_userid=122868&md5=f11b154a39ac42fb95529f47b0196ff4#secx5)

This paper argues that published evaluations of contracting-out in health have “generally failed to provide a full description of the contracting-out program in question in a consistent and standardized way, and do not enable cross-program analysis, which is considered necessary for generalizing scientific evidence using data from a sample of contracted-out programs”. (p.210) Most studies, it claims, have neglected to provide details of the conditions under which results were generated, including the specific design characteristics of contracts or the environment in which they operate. The authors present a conceptual framework for more rigorous, standardized and comprehensive evaluation of contracting to better support the study of the determinants of effectiveness and assess the impact of contracting-out on all dimensions of health system performance. In particular, the framework is designed to assess the effects of contracting at health system level. Under the framework, information is to be collected in four main areas: 1) features of the intervention, characteristics of contractor, provider and contractual relationship 2) the external environment 3) the (behavioural) response of providers and purchasers both within and outside the contracting-out scheme; 4) the impact of the contracting intervention.

Among the characteristics of the contractual relationships to be assessed are service type, the formality and duration of the contract, provider selection, performance requirements and payment mechanisms. In relation to service type, the paper stresses the importance of ‘service contractibility’, defined as measurability, monitorability, and contestability. Single services, services where there is a clear level of need, services with practical guidelines, technically simple services and services where there is a close correlation with health outcomes are seen as more likely to be contractible. A typology of health services by their level of contractibility is provided in table 1 (p. 203).

**Mcpake, B., 2007, ‘Contracting’, Chapter 14 in *Health Economics: An International Perspective*, Second Edition, Routledge, London**

This book chapter provides a brief overview of the complexities involved in contracting in the health sector, including; transaction cost economics; bounded rationality and opportunism; risk and reimbursement mechanisms; and asset specificity. It asks what types of contract specifications are feasible and appropriate for the purchase of clinical services. It suggests that concerns over monitoring and risk and distribution between payer and provider may suggest the need to maintain more rather than less governance in health service contracting.

Contractual difficulties arise where there is both bounded rationality (where individuals cannot calculate all the possible outcomes and therefore contracts are incomplete) and opportunism. These difficulties are compounded in cases where there is asset specificity: asset specificity (defined as site specificity; physical asset

specificity; human asset specificity and dedicated asset specificity) can mean that a situation that starts with competitive bidding prior to the contract can become one of ex post monopoly after the contract. Further difficulties specifically related to health contracting are:

- Monitoring; health services present notorious monitoring problems in relation to both quantity and quality of services. Classic/complete contracts are difficult and inefficient in health contracting because of the high costs of achieving complete monitoring. Zambia's decision to operate relational contracts with providers of primary and secondary health care – reimbursing them according to a budgetary formula based on bed numbers – was in part related to concerns over monitoring difficulties.
- Risk and reimbursement mechanisms; capitation shifts risk to the provider (if a higher number of patients than expected seeks to use a service, the additional costs must be absorbed by the provider). Fee-per-patient mechanisms shift risk back towards the payer. In Zambia, an explicit reason for working with block contracts is that purchasers are wary of accepting risk.

## **Case studies**

### **Cambodia: Rural Primary Health Care**

**Soeters, R., Griffiths, F (2003), Improving government health services through contract management: a case from Cambodia, *Health Policy and Planning*; 18(1): 74-83**

<http://heapol.oxfordjournals.org/cgi/content/abstract/18/1/74>

This paper analyses the case of contracting in the health district of Pream in Cambodia. A four year management contract for the entire district's health services (clinics and hospitals) was awarded to an international NGO in 1999 following a competitive tendering process. The contract was financed by a loan from the Asian Development Bank, which provided technical assistance and funded the Project Co-ordination Unit of the Ministry of Health to manage and monitor the contracts.

The International NGO initially operated individual contracts with health workers, but changed its approach in 2001 and began sub-contracting entire health facilities in the district. This was due to concerns about lack of ownership among health center chiefs, who were unhappy about their staff signing contracts directly with the NGO managers.

A strict 'low or zero tolerance' approach to monitoring and the use of performance-based incentives were key features of the contracts with health clinics. Monitoring was conducted through spot checks and patient satisfaction interviews, and each facility was scored every trimester according to good quality, patient satisfaction, and no fraud. The NGO district management used these reports to calculate the performance payment to the health facilities.

The paper notes there was no evidence of opportunistic behaviour on the part of the contractors, although the Ministry of Health did feel that some NGOs made unrealistic profits on their contracts. Indeed, "contract management was initially not fully understood and accepted by government health staff. Contracting services to non-governmental agencies was seen as a threat to the MOH staff" (p. 80). Relations between the contractors and the Provincial Health Department were problematic. Some recurrent costs were supposed to be received from the Ministry of Health

through the provincial health department, but this did not happen and the NGOs had to use their own resources. The paper argues this tension arose partly because “provincial health authorities traditionally decide on the allocation of government funds and on such issues as staff transfers. They were little involved in the contracting process, did not directly benefit from it and, as a result, showed little interest”. (p. 80) There was arguably no material incentive for the Provincial Health Department in the contracting process, indeed it reduced their influence and potential for informal income-generating activities in the districts. The department was still responsible for the civil servants, but the NGO management were supposed to manage them, and this created multiple points of authority. (p.81).

The paper argues that government should create clear financial incentives for health workers, and that the ‘fuzzy monopoly’ of government health workers dominating both the public and private markets seemed counterproductive to a competitive environment between public and private sector operators, whereby consumers are provided with better information about the price and quality of what is being offered. (p. 82).

### **India: Mother NGO Scheme**

**Bhat, R., Kumar, M. and Somen, S (2007), Contracting-out of Reproductive and Child Health (RCH) Services through Mother NGO Scheme in India: Experiences and Implications, Indian Institute of Management, Ahmedabad**  
[http://www.iimahd.ernet.in/publications/data/2007-01-05\\_rbhat.pdf](http://www.iimahd.ernet.in/publications/data/2007-01-05_rbhat.pdf)

This study examines the dynamics of contracting relationships between NGOs and government in the Mother NGO scheme in India (part of the Reproductive and Child Health (RCH) programme). Under the scheme, districts signed MOUs with 215 Mother NGOs (MNGOs) to support and deliver Reproductive and Child Health (RCH) services in 324 un-served or under-served districts. The purpose was to complement government provision: the district health department identified the un-served or under-served areas where there was minimal health infrastructure and where performance on critical RCH indicators was low. MNGOs were able to issue grants to up to 4 smaller, Field NGOs (FNGOs) to deliver specific projects under the scheme: a major component was building the capacity of these smaller FNGOs. Since 2005, under a second phase, the scheme has included contracts with Service NGOs (SNGO) to operate clinics delivering maternal and child health, family planning, adolescent reproductive health and prevention and management of RTI.

Contracts were for 3 years. Funds were transferred from central to state through to district levels and then allocated to support specific interventions. Service NGOs were given an annual allotment relative to coverage area. MNGOs were given grants towards purchasing non-recurring assets, but neither MNGOs nor FNGOs had earmarked funds for human resources, so had no full time person responsible for implementing the scheme. Delays in release of grants and in clearing proposals for NGO programmes became a contentious issue and resulted in gaps in service. Overall, the study notes that MNGOs did not find the scheme financially attractive but stayed in it because of the “national character of the programme” (not explained further) (p.24). Other contentious issues identified in the case study are:

- The nature of the contract; MOUs covered the objectives of the scheme, commitment to technical and financial support on behalf of the district, obligations from the MNGOs towards the project aims, reporting requirements and penalty clauses. The MOUs were informal, and NGOs complained of the need for more clearly defined reporting relationships and objective grievance mechanisms. The study notes that “the terms and

conditions as laid out in the contract, put the government in a position of power vis-à-vis the NGOs and leave little room for the NGO partners to negotiate with the government on critical issues". (p.22)

- Contract management and monitoring; The onus for selection of NGOs and monitoring rested with the state government but convening selection committees proved problematic and resulted in delays. There was no time-bound process for the selection and disbursement of funds. There were multiple points of authority and reporting relationships between state, district levels and the NGOs and associated costs in managing relationships. State and district levels lacked dedicated people to monitor the scheme.

## **Bangladesh: Tuberculosis Control**

**Ullah, A., Newell, J., Ahmed, J., and Hyder, M. (2006), Government–NGO Collaboration: The Case of Tuberculosis Control in Bangladesh, *Health Policy and Planning*, 21(2), pp. 143-155**

<http://heapol.oxfordjournals.org/cgi/content/abstract/21/2/143?maxtoshow=&HITS=10&hits=10&RESULTFORMAT=1&andorexactitle=and&andorexactitleabs=and&fulltext=NGO+Contracting&andorexactfulltext=and&searchid=1&FIRSTINDEX=0&sortspec=relevance&resourcetype=HWCIT>

This paper examines government-NGO relationships in the health sector in Bangladesh, briefly assessing how health sector strategy, regulatory frameworks and institutional characteristics catalyzed or constrained collaboration. The particular case of government-NGO collaboration in the National TB control Programme (NTP) is analysed and described as an example of how government and NGOs can operate in complementary roles.

The competition-control continuum (Green and Matthias 1997) is used to conceptualise the range of relationships that can occur between government and NGOs. "The continuum starts with competition, progresses through cooperation to coordination and then on to collaboration, finally ending in control". (p.144) In practice, relationships have been mixed, varying from parallel or competitive activities (e.g. general health care being operated without any linkages with government services or programmes) to cooperation and collaboration (e.g. joint programmes operated under the Health and Population Sector Programme). Contractual agreements have been the commonest form of collaboration (it is argued that this is how the government defines 'partnership'). The paper proposes that an effective collaboration should recognise that government and NGOs may have common goals and visions but their basic institutional approach differs (e.g. most NGOs focus on specific public health problems whilst government is concerned with overall health policy). Trust, recognition of comparative advantage, favourable regulatory frameworks, effective monitoring, transparency, and continued commitment are considered essential preconditions for successful and sustainable collaboration.

In the specific case of the NTP, a Memorandum of Understanding was signed between government and NGOs in 1995 which outlined their respective tasks; Government provided treatment protocols, policy guidelines, drugs supplies and overall monitoring, while NGOs provided essential services in local implementation, management and awareness-raising. Although NGOs were following NTP guidelines, "they were given the autonomy to decide the operational strategy appropriate to their philosophy and thinking".(p.151) The collaboration is described as successful because it resulted in increased access to services. The paper notes that a major



threat to government-NGO collaboration is “over-controlling the flexibility of NGOs by the government” but this dynamic is not explored further or referenced. (p.153)

### **Afghanistan: Large-scale Contracting for Basic Package of Health Services (BPHS)**

**Waldman, R., Strong, L., and Wali, A. (2006) Afghanistan’s Health System Since 2001: Condition Improved, Prognosis Cautiously Optimistic, Afghanistan Research and Evaluation Unit, kabul**

[http://www.reliefweb.int/rw/RWFiles2006.nsf/FilesByRWDocUnidFilename/KHII-72J7PB-full\\_report.pdf/\\$File/full\\_report.pdf](http://www.reliefweb.int/rw/RWFiles2006.nsf/FilesByRWDocUnidFilename/KHII-72J7PB-full_report.pdf/$File/full_report.pdf)

In 2002 the Ministry of Public Health in Afghanistan (MoPH) was persuaded, despite some concerns, to contract NGOs to deliver health services. This paper reviews the outcomes of those contracts over the intervening period, concluding that there is room for optimism and that the concept of contracting has worked reasonably well.

The contractual approach was first championed by the World Bank who, together with other donors, produced a Joint Donor Mission report in 2002 to suggest that the MoPH direct and commission NGOs to deliver services. Both the ministry and NGOs viewed this setup with some suspicion - NGOs in particular feared their autonomy would be compromised. But the paper claims these fears have not materialized, and evaluations have shown large improvements in the quality of healthcare since contracting began. One crucial factor in success been the development of a Grants and Contracts Management Unit which has improved the capacity of government to manage contracts.

The paper argues that the MoPH and NGOs have engaged productively with each other and that so far the division of responsibility (government as steward and NGOs as providers) has worked well. It notes that the government has adopted the National Salary Policy for NGO staff to try to reduce harmful competition for hiring staff.

A table of donor-funded contracts in Afghanistan is provided on page 14. These contracts include:

- The World Bank-funded Performance-based Partnership Agreements (PPAs), managed by the GCMU but with close oversight by the World Bank. These provide monetary bonuses of up to 10% of the contract value over the course of the project. Indicators were revised in 2006 based on feasibility of data collection.
- USAID has begun channeling funds to the GCMU through the WHO for Performance Based Partnership Grants to NGOs. These involve no monetary bonus, but extension of projects for 18 months is contingent on good performance.

**Palmer, N., (2006) Contracting out Health Services in Fragile States, *British Medical Journal*, vol 332, pp. 718-721**

<http://www.bmj.com/cgi/content/full/332/7543/718>

This article considers the recent experience of large-scale contracting in Afghanistan, where contracting has been used to enable a rapid expansion of health services (although NGOs were in fact already running most of the facilities). It argues that the appropriate role of government, the capacity and motives of NGOs, and how to limit fragmentation all need further investigation.

The contracts with NGOs cover an expanding proportion of the population (currently estimated at 77%) and are based on a standardised package of care which includes maternal and newborn health, child health and immunization, public nutrition, communicable diseases and the supply of essential drugs. Terms vary according to which donor is funding the contract. Some donors are more focused on inputs (such as numbers of trained staff), some on process indicators (such as utilisation), and some on outputs (such as immunisation rates). Contracts last from 12 to 36 months and NGOs are paid according to individual budgets, which they draw up as part of the bidding process. National NGOs currently have 38% of the volume of grants awarded.

It is noted that the desirability of replacing providers once they are in place is questionable. "In such difficult environments, local knowledge and networks may give the incumbent such an advantage that it would be better to accept that the type of contracting being used is more relational (meaning long term and based on trust or dependency) than competitive."

Furthermore, "decentralisation to non-state providers means that fragmentation is virtually inevitable". There is no standardised practice in areas such as user fees, drug procurement systems, and deployment of community health workers. The relationship between government and NGOs is an issue: the Afghan government is already expressing concern over the role and behaviour of NGOs in the country's reconstruction process and interviews with staff at provincial level suggest some reluctance to accept that NGOs may be there to stay.

**Sabri, B., Ahmed, B., Kakr, C., and Perrot, J (2007), Towards Sustainable Delivery of Health Services in Afghanistan: Options for the Future, *Bulletin of the World Health Organization*, 85 (9), WHO, Geneva**

<https://www.who.int/bulletin/volumes/85/9/06-036939.pdf>

This paper discusses the options for developing a sustainable health-care delivery system in Afghanistan, warning that the public ministry must now decide whether to pursue contracting or increase its own role in service delivery. Further delay, it argues, will allow contracting to become embedded as the long-term strategy to deliver health services in Afghanistan.

The paper notes that current contracts rely on capitation – payments are made directly to health care providers for each individual enrolled with that provider. They could not be challenged in a court of law, and in the event of non-performance, the only provision available to the purchaser is non-renewal of the contract. Analysis of some of the contracts shows that the terms of reference for coverage are relatively vague and do not identify quantifiable indicators for access or use. One recommendation is that any future contractual relationship should be institutionalized with an in-built system of performance incentives and ultimately ensure that NGOs see their role as public duty.

A further consideration for the future is that NGOs' health service delivery function in districts does not seem well-coordinated with the provincial health directorate, which could lead to duplication, inefficiency and neglect of programmes.

### **Brazil: Contracting for HIV/AIDS services**

**Health Reformplus, (2000), Contracting non-governmental Organizations for HIV/AIDS: Brazil case study, ABT Associates,**

<http://www.abtassociates.com/reports/sir30fin.pdf>

This case study describes the experience of contracting NGOs to deliver HIV and AIDS services in Brazil under the AIDS I and AIDS II programmes (run 1994-2002). It argues that many factors contributed to the success of the contracting process, including the NGO's participation in project design, the inclusion of NGO contracting as part of a broader country strategy to fight the HIV epidemic, emphasis on transparency and collaboration, experience and capacity to manage contracts in both the NGO and public sectors, and the infusion of donor funding and support for NGO involvement.

The main features of the contracting process were: i) competitive selection; ii) standardized contracts in which the NGO's own proposal became part of the contract and the basis for evaluating the performance of the NGO; iii) monitoring and evaluation through NGO reporting (financial documents and quarterly progress reports) and site visits by the National Coordination of STD/AIDS (NC). One of the criteria by which NGOs proposals were selected was 'effective integration with local Unified Health System health authorities'. (p.xiv)

Contracted NGOs were largely left alone to implement and manage their projects within one year. Projects covered a range of activities; information, education, and communication, medical, social/psychological and legal assistance for people living with HIV/AIDS, prevention and behavior change programs, condom distribution, training of health and other professionals). Contracts were fixed-priced based on the budgets that NGOs submitted, and direct financial disbursements were made to the NGOs once contracts were signed. Further funds were released only after the NGOs had accounted for at least 80 percent of the prior disbursement through submission of the accounting report and original receipts.

The report notes that the nature of many HIV/AIDS services and activities complicates monitoring and evaluation of effectiveness and that "While there was no evidence of any quality problems, the quality of the services and activities delivered by the NGOs is largely unknown." (p.xvi) Impediments to evaluating impact include lack of baseline data, the cost of quality research, and the methodological difficulties in measuring the number of infections avoided and behavior changes like adaptation of safe sex practices.

### **Nicaragua: Pay for Performance in Preventive Health Centers**

**Regalía, F., and Castro, L., (2007), Performance-Based Incentives for Health: Demand- and Supply-Side Incentives in the Nicaraguan Red de Protección Social, CGD Working Paper #119, Center for Global Development, Washington**  
<http://www.cgdev.org/content/publications/detail/13541/>

This paper analyses the case of the Red de Protección Social (RPS), a conditional cash transfer scheme for education and health which involved the use of both demand side incentives (in the form of vouchers) and also supply side incentives in the form of pay for performance scheme contracts. The Government of Nicaragua (GON) outsourced primary health services in remote localities to private providers (both for-profit agencies and non governmental organizations) through a competitive bidding process.

Health care clinics were contracted to provide preventive health care (specifically maternal and child healthcare services). The contracting aimed to improve budgeting arrangements between the MOH and hospitals and health centers (previously based on historical patterns), provide incentives to track the flow of funds more closely and tie financial rewards and sanctions to how the funds were used. Annual "management" agreements were introduced which are contracts signed between the

MOH, the Local System of Integrated Health Care (SILAIS), i.e. the MOH regional health authorities, and health centers. These contracts specify certain actions to be taken, goals to be achieved and the budget allocation at the facility level (though the great bulk of funding is not managed either at the SILAIS or at the facility level but centrally). “In theory, the level of funding specified in the contract annually were to be responsive to measures of local performance, so the agreements should have provided some kind of incentives. In practice, at this stage, the implementation of financial rewards and sanctions does not seem to be systematic and compliance with annual agreements seems to be largely assessed against budget execution results rather than against reliable coverage and externally verified target results.” (p.26)

The contract specifies a unit cost for each specific preventive health care service (e.g. one growth and development check up – which includes vaccinations, nutritional counseling and de-worming and micronutrients - one prenatal control, etc...). The amount a provider is paid is determined by multiplying the number of people served by the unit cost of the specific service provided. Every six months, the RPS team carries out random checks on a sample of providers, households and individual beneficiaries to verify that the information supplied by the health care providers is accurate. Additionally, twice a year a firm of independent external auditors perform random checks of the records held a representative sample of providers, localities, households and persons. “This verification of performance results by an independent entity did not create any disincentive either for contracted service providers or for the RPS program to develop a strong management information system. Since the beginning of the program, providers have always complied with the 98% coverage target for all groups and therefore received the full payment for their services.” (p.33)

The study focuses on the outcomes in terms of service coverage. It does briefly discuss some of the dynamics of the contracts, noting some contentious issues in the relationship between government and providers. Government was initially hesitant to contract at all, but the Inter-American development bank (the funder) “played an instrumental role in these negotiations, pushing for the adoption of an outsourcing model for the provision of health services.” (p.45) One source of tension was that private providers’ operating in the localities increased the MOH municipal delegations’ workload, for example by stepping up the need for adequate planning and distribution of vaccines and other inputs. Additionally, the number of referrals to the health units for curative services increased because of the increase in case detection (preventive health centers referred sick cases to government curative health units). “Local level MOH personnel complained because they were not compensated for this additional workload. Higher wages among health teams contracted by private providers were also a source of discontent among the MOH personnel.” (p.45)

### ***Additional resources***

**Azariah, S., and Bokhari., A (2004), Contracting NGOs for HIV/AIDS prevention with drug harm reduction (HR) in Pakistan, International Conference on AIDS (15th : 2004 : Bangkok, Thailand)**

*This paper is not available online, and the author has not responded to an email request for the paper.*

Abstract: “This paper presents the experience of DFID funded HIV/AIDS Prevention with Drug Harm Reduction in Pakistan (HAPDHRP) Project in contracting NGOs for HR service provision and developing coordination among government stakeholders. The project, managed by Futures Group Europe, is a component of Enhanced HIV/AIDS Control Program of Pakistan. Service provision to marginalised populations is not possible for government due to access and experience issues, so the

government has reverted to contracting NGOs as the best way of using grant money by not allowing profit making from development activities. Government has an inherent tendency to treat NGOs as subservient employees instead of acknowledging their independence and rights. Prescribing detailed TORs and asking NGOs to deliver on precise dates (as part of contracting) without having sufficient rational and research evidence appears obstructive to NGOs. NGOs operate very differently from the government which needs to be acknowledged and respected, however NGO capacity building and monitoring is mandatory. Government seems to mistrust NGOs on their probity and competence while the government itself has neither technical capacity nor prior experience of working with NGOs, and this conflict generates resentment in NGOs. Collaborative action alleviates such apprehensions and generates bilateral support. Ensuring intensive participation of government in a clear and standardised contracting process has increased confidence and trust within government in contracting NGOs. This has also resulted in good intersectoral co-ordination among government stakeholders with effective and efficient decision-making and support from government, providing sustained political will and support needed for effective NGO Contracting. Recommendations : A participatory approach based on trust, clarity of purpose and process makes effective NGO contracting possible.”

**Boulenger, D, Keugoung, B., and Criel, B., (May 2008), Contractual experiences between Faith-Based hospitals at district level and the public sector in sub-Saharan Africa: A balanced picture. What lessons for the future?, Presentation given to the 61<sup>st</sup> World Health Assembly, May 2008, Institute of Tropical Medicine, Antwerp**

*Not available online*

The presentation addresses the distribution of contractual benefits, monitoring, contract completeness, the policy context, the human factor, and sector characteristics.

## 4. Primary Education

### *Introduction*

The case study material in relation to contracting NGOs in the education sector is particularly limited in scope. Other than the work by Rose (which has not been included here), there is very little in the way of comparative work on the experience of contracting NGOs in education.

The most widely cited cases of contracting in education are: Colegios en Concesión (Concession Schools) in Bogotá, where schools are privately managed but remain publicly owned and publicly funded; and the NGO Fe y Alegría in Latin America, which operates formal pre-school, primary, secondary and technical education programs in Latin America. Even these cases are not well documented.

The case studies included in this section are:

- **Uganda** – where NGOs signed MOUs with government as a means of ‘mainstreaming’ non-formal education and preventing it from becoming a parallel/competitive system of education.
- **Afghanistan** – where community-based education is being integrated into the Ministry of Education system through a process of handover management.
- **Burkina Faso** - where CSOs claim grants from government for delivering non-formal education, but have limited involvement in education policymaking.
- **Bangladesh** – where government has managed a pooled fund for NGOs.

### *General documents*

**LaRocque, N., (2007), Contracting for the Delivery of Education Services: A Typology and International Examples, New Zealand Business Roundtable**  
<http://www.hks.harvard.edu/pepg/PDF/events/MPSPE/PEPG-05-07larocque.pdf>

This paper provides an overview of international examples of contracting with the private sector (including the not-for profit sector) for the delivery of educational service. A key conclusion is that there is little hard evidence available on the success or otherwise of contracting in education.

Historically, contracting has been limited to education support services (e.g. transport, food services, cleaning). In recent years however, governments have begun to contract with the private sector for the delivery of core education services and school facilities. The paper distinguishes three major forms of contracting used in the delivery of education services: 1) Management Contracts, for managing an existing government service using government infrastructure (staff continue to be employed by the public sector). 2) Operational Contracts, whereby the private manager is responsible for all aspects of the operation of the service, including the employment of staff; and 3) Service Delivery Contracts, whereby the service is delivered in a privately owned facility.

Four sets of examples of contracting educational services are discussed; the private management of public schools, government contracting with the private sector for the delivery of education services; private provision of infrastructure; and the provision of administrative and curriculum support. Examples of the private management of public schools, whereby governments or school districts contract with private providers to manage public schools, include:

- Colegios en Concesión (Concession Schools) in Bogotá, Colombia. Although these schools are privately managed, they remain publicly owned and publicly funded. The operator is paid a fixed amount per student. Most significant example is in Philadelphia, where the worst performing schools have been contracted out to private for-profit and not-for-profit providers.
- Fe y Alegría in Latin America: Fe y Alegría is a non-governmental organization controlled by the Jesuit Order of the Catholic Church that operates formal pre-school, primary, secondary and technical education programs in the poorest communities in Latin America. Under the FyA model: ministries of education pay the salaries of teachers and the principal; foundations, international agencies and voluntary fees from the local community pay for the land, construction and maintenance of schools; the community invites FyA to open a school and builds the school; and FyA trains and supervises teachers, manages the school and assists the school in its operation as a community development centre. The provider has full autonomy over school management and is evaluated on results.
- Charter schools in the USA: These are secular public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools, such as such as geographic enrolment restrictions and teacher union contracts. The charter that establishes a school is a performance contract that details the school's mission, program, goals, students served, methods of assessment and ways in which success will be measured. Charter schools may be managed by the community or by a for-profit or not-for-profit school manager. USA the largest example.

Examples of government contracting with the private sector for the delivery of education services (eg. the government purchasing places at private schools for 'public' school students) or the provision of education-related services (for example, curriculum development, school review or school improvement) include:

- Government Sponsorship of Students in Private Schools, Côte d'Ivoire The number of places available in public schools and training institutions in Côte d'Ivoire is insufficient to meet student demand. In addition, gross and net enrolment ratios in Côte d'Ivoire are low, even by Sub-Saharan Africa standards. To help bridge the gap in the supply of places, the government has introduced a program whereby it sponsors 'public' students to attend private institutions. Under the program, private schools receive a payment for each 'public' student they enroll.
- Educational Service Contracting, the Philippines: The scheme is administered by the Fund for Assistance to Private Education (FAPE), a private not-for-profit organization. The Department of Education (DepEd) recently introduced a certification program for schools participating in ESC, which aims to address concerns about the quality of education at some schools.

The paper concludes that “contracting is likely to work best when the services to be delivered are easily specified, where performance can be monitored and when sanctions/penalties can be imposed for non-performing contractors.” (p.54) Furthermore, contracting is most likely to be successful in situations where:

- government provides an enabling policy, a legal framework and a clear and fair regulatory environment;
- purchaser/provider roles are delineated within department responsible for contracting;
- the government department responsible for contracting has sufficient capacity to undertake complex task of designing contracts and managing the process;
- the government department employs a transparent and competitive process for selecting preferred providers;
- contracts include appropriate performance measures, incentives and sanctions for non-performance;
- an effective contract-monitoring framework is introduced; The inclusion of performance incentives and sanctions in contracts is not enough; they have to be enforceable. The non- enforcement of contracts with providers has been identified as a key weakness with the implementation of PFIs in the UK, where contracts include penalties in cases where providers do not meet performance standards;
- providers are granted maximum operational flexibility;
- longer-term contracts are given to providers (contractors cannot be expected to invest in improving the quality of services, when the duration of contracts is very short, renewal uncertain, and criteria for awarding unclear);
- an independent entity is employed by the government department or contracting agency to evaluate the contractor’s performance.

In relation to performance measures, the paper notes that “The degree to which performance indicators can be specified will vary depending on the nature of the contract. Performance measures are far more likely to be specific in cases where the services being purchased are narrow in scope and easiest to measure (for example, remedial instruction, literacy programs) than in situations where the services being purchased are broader in scope and harder to measure (for example, whole school management). In support of this, Hannaway (1999) notes that contracts with Sylvan Learning, which provides narrowly focused remedial instruction in reading and mathematics, included much more specific performance indicators than did contracts signed with Edison Schools, which manages whole schools (Hannaway 1999: 6). Clearly the ability of the contract to specify detailed performance indicators depends on the complexity of the tasks to be contracted for.” (p.43)

## **Case studies**

### **Uganda**

**Hoppers, W, (2007), Integrating Formal and non-formal Basic Education: A Policy Case-study from Uganda, International Institute for Educational Planning, UNESCO, Paris**

[http://civicdrivenchilddevelopment.files.wordpress.com/2008/07/integrating-formal-and-non-formal-basic-education\\_wim-hoppers.pdf](http://civicdrivenchilddevelopment.files.wordpress.com/2008/07/integrating-formal-and-non-formal-basic-education_wim-hoppers.pdf)

This report discusses the integration of non-formal education (NFE) into the ‘mainstream’ education system in Uganda. It describes how, rather than allowing NFE to become a ‘parallel’ or alternative system to primary education, government



has effectively mainstreamed NFE into formal education so as to make it complementary. This 'Mainstreaming' approach has enabled government to ensure full control over the NFE programmes through regulation and allocation of resources. Furthermore, the paper notes that "it is significant that central government/MoES has been at pains to demonstrate its opposition to have 'parallel systems' in the sense that NFE would go its own way, and thus, effectively, become a 'threat' to the formal system." (p.61)

NFE in Uganda has filled gaps in formal service provision for disadvantaged (un-reached) children. It includes programmes such as 'Alternative Basic Education for Karamoja' (ABEK) and 'Complementary Opportunities for Primary Education' (COPE). The authors argue that NFE in Uganda has not followed a 'traditional' NFE approach, i.e. unregulated, very informal and outside the purview of government. On the contrary, it has developed over time, through a combination of policy and legal processes, to become a full but flexible alternative to the formal system, which some stakeholders now refer to as 'complimentary primary education'. Notable characteristics of this complementarity include; NFE programmes' equitable access to the Universal Primary Education grants in the national budget; joint monitoring and guidance by the school inspectorate; remuneration and anticipated career structure for the instructors/teachers, and in their recruitment and deployment. To a greater or lesser extent, all programmes were initiated and developed in collaboration with MoES, the district authorities and local communities. MoES units, such as the National Curriculum Development Centre (NCDC), the Education Standards Agency (ESA) and the Uganda National Examination Board (UNEB) have been involved at different points. Programmes have been under the administrative control of (national and local) government, either from the beginning (ABEK, COPE, BEUPA), or have focused on piloting with a view to handing over control as soon as possible. The paper concludes that "mainstreaming, rather than a simple 'alignment' of NFE to FE, has largely been about integration as 'co-ordination' of equal parts, involving recognition of the distinctive characteristics of the programmes, as a basis for a potentially productive inter-relationships."

Some of the factors attributed to the success of the mainstreaming process are political will, the fact that NGOs took the position of supporting the UPE agenda, and the effectiveness of the policy forums/mechanisms for communication and cooperation. Some limitations are also noted. For instance, it is acknowledged that unit costs for NFE programmes are substantially higher than those for regular primary schools. This is mainly attributed to inefficiencies in having small and dispersed NFE centers and the relatively small number of centers in relation to overall costs. It was estimated that there would be significant efficiency gains for both formal and non-formal provisions if they were to be treated as one 'complementary' programme, enabling formal schools and non-formal centers to share physical, administrative and support provisions.

The limitations of the MOUs signed with the NGO providers are noted, along with the need for a new institutional framework to better define the roles and responsibilities of the different stakeholders, and the financial and other resource contributions expected. The study also finds that there may be leftovers of an older (negative) image of NFE in terms of "the MoES's wish to keep it small and limited; the low level of urgency attached to the establishment of an integrated support structure for NFE; the difficulty of mainstreaming NFE as a separate item on the budget; the difficulty in the Auditor-General's Office to acknowledge that temporary buildings of NFE centers are as acceptable or unacceptable as FE classes under a tree". (p.48)

Finally, the paper notes that countries in East and Southern Africa seem more intent to pursue a unitary one-system model (one diversified integrated system of education), whereas in West and Central Africa the two-system approach is more common (implying different and parallel sub-systems) (p.62)

## Afghanistan

**Guyot, W., (2007), Transition from Community Based Education to the Ministry of Education System in Afghanistan: An Investigation of the Integration Process for Students and Teachers in Selected Districts of the PACE-A Partnership, USAID, Afghanistan**

<http://afghanistan.developmentgateway.org/uploads/media/afghanistan/PACE-A%20-%20MoE%20integration%20report.pdf>

This study investigated the process of integrating community schools supported by a consortium of INGOs called the PACE-A (Partnership for Advancing Community-Based Education in Afghanistan) by the Ministry of Education into the formal education system in Afghanistan. Specifically, the study was designed to better understand stakeholders' perceptions of and experiences with integration by learning more about the handover process and the criteria used by the Ministry of Education (MoE) to make decisions. The study finds that a clear and cohesive strategy for handover is needed that emphasizes information sharing, to increase awareness that current community-based programming is supportive of, compliant with, and central to the Ministry's Community-Based Education (CBE) Policy.

The process of integration is initiated by the NGOs who submit requests to MoE to formalize their Community Based Education classes into the government system. The request is then passed on to the Provincial Education Department (PED) and, finally, to the central Ministry of Education where all decisions about budget allocations are made. Schools are then either 'fully' or 'partially' integrated, and receive different types of support/funding accordingly. Partial integration (through an MoU) means the community, MoE and INGO share responsibility for the school. This usually occurs where the ministry lacks the financial and human resources to full accept responsibility. In some of the case studies, the community pays for the land and the INGO continues to provide materials. The INGOs support is withdrawn in tandem with increased government capacity to 'take on' these responsibilities. A 'fully integrated' school, conversely, is entirely supported by the Ministry of Education – a protocol is signed between the communities, the INGO and the ministry and the ministry then pays teachers' salaries, provides materials and takes overall responsibility for monitoring and supervision. The CBE Policy mandates that CBE classes can be established when walking distance is more than three kilometers to the nearest MoE school.

The paper finds that "because the Ministry lacks human and financial resources to properly support government schools, 'full integration' has proved problematic...extended periods of time during which the Ministry does not accept responsibility for the schools can potentially empower the government to 'take over' more and more schools without accepting responsibility for them." (p.4) In some cases, a school has remained partially integrated for up to 7 years. On other occasions, the MoE has fully integrated schools without being able to provide proper resources to support them. In such cases, the INGos have continued to 'quietly' offer support to these schools (e.g. teacher training). This informal support is determined by opportunity and availability of resources.

A further finding is that flexibility in the application of policy is necessary in order to better address girls' needs. There have been instances in which INGO staff, in an effort to protect girls from any negative impacts of integration, allowed CBE classes for girls to stay in operation rather than mobilize communities to allow their girls to attend a government school less than three kilometers away. "Instead of working with OED officials, community leaders, parents, and the *shura* to encourage enrolment in

the government school, the organizations essentially provided an alternative. It can be argued that these decisions may actually encourage and enable communities and education officials to ignore the larger issue – the creation of a cultural, political, and social environment that values girls' education.” (p.22)

One of the recommendations is that efforts should be improved to emphasize at the community and PED levels that current community-based programming is supportive of, compliant with, and central to the Ministry's Community-Based Education Policy. “As described above, communities' reasons for initiating the integration process often centered on the desire to be 'official'—implying that CBE classes and schools are still seen as an alternative to the government system rather than a part of it. It is clear that many stakeholders — including INGO staff — were unaware of the extent to which CBE programming is central in the Ministry's plans to expand the reach of the formal education system.” (p.24)

## **Burkina Faso**

**Maclure, R. et al., (2007), Civil Society and the Governance of Basic Education Partnership or Cooptation? Burkina Faso Country Field Study, Comparative and International Development Centre, University of Ottawa, Ottawa**  
[http://cide.oise.utoronto.ca/civil\\_society/field\\_studies/BurkinaFasoCS\\_BasicEdGovnc e.pdf](http://cide.oise.utoronto.ca/civil_society/field_studies/BurkinaFasoCS_BasicEdGovnc e.pdf)

This case study analyses the relationships between government and CSOs in education policymaking and implementation in Burkina Faso. It concludes that overall there has been a general understanding of complementary roles and a shared interest in the national education agenda. Nevertheless, some critics argue that CSO participation has essentially been a form of co-optation, since until recently they have had little or no participation in the formulation of education policy, are rarely involved in formal schooling, and are not engaged in policy and program decision-making beyond their own specific pedagogical mandates. Essential, their role confined to one of 'implementers'. “Although there is clearly a consensus about the importance of state – CSO partnerships in education, there are some affiliated with NGOs and research groups in Burkina who regard the engagement of civil society in education in Burkina Faso as a form of “governmentalization” or “delegated democracy” in which CSOs, most of which are dependent on external funding to pay for staffing and programme costs, have been recruited to strengthen a broad national agenda that continues to be defined by the central state and a coterie of PTFs [donors]”. (p.28)

Over the past decade, however, civil society organizations (CSOs) have attained an increasingly prominent role in the delivery and administration of basic education in Burkina Faso, largely due to three factors: a) an inability of the central government to expand and sustain good quality education on its own; b) a combination of gradual democratization and administrative decentralization that has facilitated the development of civil society; and c) outright government and donor support for civil society involvement in basic education.

National NGOs tend to be led by individuals with past professional experience within government, and maintain close cordial relations with the state. They work autonomously but in collaboration with government and are deemed to contribute value added. “All NNGOs offering services in basic education are officially regarded by the state as partner organizations, capable of working autonomously, but usually in collaboration with other governmental and nongovernmental entities, and all are deemed to contribute value added towards the PDDEB goals of enhanced basic education access, quality, and capacity.” (p.14)

A crucial mechanism for institutionalizing this partnership is the *Fonds pour l'Alphabétisation et l'Éducation Non formelle* (FONAENF) – a scheme which allows CSOs to claim grants from government on condition they work under direct supervision of the DPEBAs, submit an annual report and be open to regular audits. In return, the senior administrators of the CSO are given training sponsored by FONAENF. “Overall, the FONAENF represents an acknowledgement of the longstanding efficacy of the so-called *faire-faire* (out-sourcing) approach that reinforces the significance of CSOs in the delivery of NFE and literacy training to sectors of the population who have never been enrolled in formal schooling, or whose formal education ended at the primary school level. It likewise serves as vehicle for retaining a flexible project approach to basic education within the common programme orientation of the PDDEB. Because of its success to date, there is a strong likelihood that its annual operating budget will be increased to an estimated 15% of the overall PDDEB budget”.(p.29)

Informal networking, personal connections and ICTs have proven a key point of entry for CSOs to participate in policy dialogue. “During the fieldwork stage of this study, the research team was struck by the remarkable degree of regular informal contact among state & CSO officials, particularly in Ouagadougou. Connections between civil society & government have grown stronger within the last five years, in part because of personal relationships that have evolved and been strengthened over time, greatly reinforced by e-mail messaging and frequent use of cell phones. Indeed, the advent of the cell phone has been nothing short of revolutionary. In all regions of the country, those involved in planning and delivering basic education are now in easy earshot of one another. In addition, it is not uncommon for senior administrative personnel to move in and out of governmental and nongovernmental positions fairly regularly, and this has helped to foster inter-organizational familiarity and understanding.”(p.29) The paper notes that donors could do more to strengthen CSO-government partnerships, by extending the FOM component of their budget support.

**Mundy, K., (2007), Basic Education, Civil Society Participation and the New Aid Architecture: Lessons from Burkina Faso, Kenya, Mali and Tanzania, University of Ottawa, Ottawa**

[http://cide.oise.utoronto.ca/civil\\_society/final\\_report/CrossCaseAnalysisFinal.pdf](http://cide.oise.utoronto.ca/civil_society/final_report/CrossCaseAnalysisFinal.pdf)

This paper summarises case studies of civil society participation and engagement in the formulation, implementation and monitoring of national education plans and policies in Burkina Faso, Kenya, Mali and Tanzania. These relationships are studied in the context of new efforts to achieve basic education, which are increasingly characterized by governmental ownership and control of sector-wide programs, decentralization reforms, and donor harmonization through pooled funding and budget support. The paper notes that in such contexts, civil society actors are expected to act as independent watchdogs and critics, as well as complimentary service providers, subcontractors, and partners to government.

The cases found that reference to partnership or stakeholder participation tends to be aspirational and to assume harmonious, collaborative interaction with CSOs. The relative responsibilities of the central state, subnational authorities and CSOs in guaranteeing access to quality basic education services are not stated with precision. A small coterie of “complimentary” NGOs receive the most regular invitations to government and donor meetings and that play leadership roles in thematic groups and other sector planning bodies. In a few cases, these NGOs are subcontracted by governments but for the most part they continue to rely on direct funding from bilateral donors or their own resources.

It concludes that government-CSO relations are often fraught with tension and

confusion about appropriate CSO roles and mandates, including questions about how to ensure that CSOs are working in a complimentary fashion within new sector programs. It notes that CSO actors generally reject the idea of taking subcontracts from government for complimentary service provision because they distrust government management and disbursement of resources. For the most part, NGOs continue to rely on direct funding from bilateral donors or their own resources.

Other case studies from this research programme are available at:

[http://cide.oise.utoronto.ca/civil\\_society/field\\_studies/](http://cide.oise.utoronto.ca/civil_society/field_studies/)

## **Bangladesh**

**Poulson, N., (2006), Bangladesh: Civil Society Participation and the Governance of Educational Systems in the Context of Sector-Wide Approaches To Basic Education, Ontario Institute for Studies in Education, University of Toronto, Toronto**

[http://cide.oise.utoronto.ca/civil\\_society/desk\\_studies/Final%20Bangladesh%20Poulson.pdf](http://cide.oise.utoronto.ca/civil_society/desk_studies/Final%20Bangladesh%20Poulson.pdf)

This desk study highlights some of the conflicts facing NGOs involved in education in the context of sector-wide approaches in Bangladesh. It concludes that “the space in which NGOs involved in education work is, for the most part, created of their own volition and with the support of bilateral and multilateral donors. The rudimentary and outdated legislative and regulatory framework within which NGOs function is characterized largely by a laissez-faire attitude on the part of the government, punctuated by periods of great political tension. As NGOs have increasingly turned towards a dual role in service delivery and advocacy, this tension has offered its own set of challenges and issues surrounding contractual arrangements, financial support, donor expectations, and the freedom of NGOs to provide services.” (p.34)

It is estimated that 500 NGOs offer their own unregistered non-formal education programs in Bangladesh, focusing specifically on girls' education and hard-to-reach populations. “Although MoPME has been somewhat apathetic towards government-NGO partnership, donor organizations have been encouraging government-led programs of support for the expansion of NGO- delivered non-formal primary schooling.” (p.ii) A government managed NGO pooled fund was proposed in 2004. Funds for the “Reaching out of school children” program (ROSC) were channeled through the MoPME to NGOs. The paper notes there are some concerns that conflict may arise between ROSC and the Second Primary Education Development programme (PEDP II). There remains a considerable gap between NGOs and government in terms of the former's ability to participate in policy discussions, and the MoPME continues to view NGOs mainly as subcontractors rather than policy partners. This may be confounded by sector support programs, which position NGOs as subcontractors to government, and limit the amount of direct funding available to NGOs. The non-formal sub-sector is not regulated by the government, although many NGOs use competencies established by the government and government textbooks at the higher primary levels, and children are often mainstreamed into the formal system after 3 or 4 years in the non-formal system.

Donors have historically directly supported the non-formal/NGO education sector, in particular the educational activities of BRAC, Bangladesh's largest non-formal education service provider, in order to reach un-enrolled children. Although the donor community have been keen to reframe the relationship between government and NGOs as one of cooperation and complementarity, they continue to engage in sub-sector financing of NGOs. It is noted that BRAC is moving away from working in a parallel system toward partnership, engaging in new activities like opening

preschools and developing in-service teacher training programs.

## 5. Basic Sanitation

### *Introduction*

There is little case study material on contracting NGOs in sanitation (water and sanitation are often lumped together in discussions, so focusing on sanitation further limits the field). Other than the work by Sansom (which has not been included here), there is very little in the way of comparative work on the experience of contracting NGOs in sanitation.

The roles played by the NGOs in the case studies included here are restricted to social mobilization/intermediation. The most commonly cited cases in sanitation are the Orangi Pilot Project, and the other projects that have sought to emulate this approach (e.g. Faisalabad)

Cases included in this section are:

- **India: Gujarat Mahila Housing Trust (MHT) and slum sanitation** – where NGOs played a community mobilization role.
- **Ghana** – where NGO contracting is described as “take it or leave it”, and conceived under as part of a ‘discourse of efficiency’.
- **Pakistan: Faisalabad** – where NGOs collaborated with government for the construction of lane sewers.

### *General documents*

**WSP, (2005), Scaling-Up Rural Sanitation in South Asia: Lessons Learned from Bangladesh, India, and Pakistan, Water and Sanitation Programme, World Bank, Washington**

[http://www.wsp.org/UserFiles/file/36200745838\\_348730SA0SANITATION120STUDY1PRESS.pdf](http://www.wsp.org/UserFiles/file/36200745838_348730SA0SANITATION120STUDY1PRESS.pdf)

This book reports case studies of sanitation in Asia. In six of the cases studied, the social intermediation role is performed largely by local NGOs with experience in community development. In three of the other cases (West Bengal TSC, NGO Forum, and Plan Bangladesh), long-term partnerships have been formed with local NGOs, who are trained and supported to undertake social intermediation activities. Several of the case study programs pay NGOs (or individual promoters) by commission, with payments linked to the number of households that build toilets.

In the Ahmednagar case (pp.95-105), the district government trained 20 local NGOs in the ‘trigger approach’, and contracted them to carry out the required social intermediation and community development activities. Each NGO covers 8-10 Gram Panchayats and has an open-ended performance contract that allows expansion (or termination) of their work, subject to output-based progress reviews every 15 days. The NGO is paid US\$ 1.07 commission for every household that builds a toilet (from the IEC funds), but does not receive any of this money until the village is declared ‘open defecation free’. These contracts are regularly reviewed and renewed (or cancelled), based on pre-agreed performance indicators. However, the program is struggling to find reliable local NGOs that are experienced enough to conduct social intermediation and hygiene promotion activities.

## Case studies

### India: Gujarat Mahila Housing Trust (MHT) and slum sanitation

Baruah, B., (2007), **Assessment of public–private–NGO partnerships: Water and sanitation services in slums**, *Natural Resources Forum*, Volume 31 Issue 3, Pages 226 - 237

<http://www3.interscience.wiley.com/journal/117987117/abstract>

This paper analyses the experience of the Self-employed Women's Association (SEWA) and the Gujarat Mahila Housing Trust (MHT) in partnering with the state, private sector, funding agencies and other NGOs in developing and delivering housing, water and sanitation programs for urban families living in slums. It concludes that difficulties in the NGO public sector relationship arise largely due to the fact that they are dissimilar organizations in terms of structure, form, working styles and motivations. The state has been reluctant to move from the role of 'provider' to the less prestigious or powerful role of 'facilitator', and has remained unwilling to give NGOs equal access to decision-making channels. It also concludes that the absence of formally assigned roles and responsibilities through an MoU lead to overlaps in function, weak accountability, and conflict between the parties.

Whilst governments have become increasingly interested in partnerships with NGOs, they continue to remain selective about the actual roles NGOs can play. Cooperation almost always devolves into co-optation, and in some arrangements where the language of 'partnering' or 'relational contracting' are used, the actual relationships are in reality transactional or even confrontational (Boviard, 2004).

In the Indian context, the role of service provider suits government best, "consequently, the relationship between governmental agencies and NGOs tends to be project-centred and revolves around delivering services or implementing schemes conceived of by the former" (p. 231). MHT's responsibility in the slum project was community mobilization. The major stumbling blocks described in the NGO's relationship with the Ahmedabad Municipal Corporation (AMC) are;

- AMC's inability to move from a role of controlling to facilitating;
- Different understandings of the meaning of 'public participation'. Government and the private sector saw participation as instrumental (public payment for services) and the NGO saw it as process-oriented (empowering and transformational).
- AMC's inability to meet service delivery deadlines, which in part is due to the fact that slum upgrading was accorded little importance within government (being assigned to slum upgrading activities was described as "punishment posting"), and that government actors had never worked in partnership and so perceived other actors as unnecessarily encroaching on their domain.

The paper also discusses how the nature of the funding the NGO received from domestic public sources and from international funders significantly affected the kind of service it provided. Notably, funders required the NGO to cut its administrative costs to 2%, which was extremely difficult given the majority of the NGOs work was field visits. The need for standardized reports and the use of a performance monitoring system which measured only the number of accounts opened and amount of money collected compelled the NGO to focus more attention on the easily quantifiable aspects of its work.



## Slum sanitation in Mumbai

**McFarlane, C., (2008), Sanitation in Mumbai's informal settlements: state, 'slum', and infrastructure, *Environment and Planning, A* 40 (1) pp. 88 – 107**  
<http://www.envplan.com/abstract.cgi?id=a39221>

This article examines the Slum Sanitation Programme in Mumbai, considering how the programme marks a shift in the relationship between the state and the slum. It briefly considers the discourses of partnership and participation between the Brihanmumbai Municipal Corporation (BMC) and the NGOs and engineering firms responsible for building the toilet blocks. The large NGO involved in the project – The Society for Promotion of Area Resource Centres (SPARC) was given 69 % of the work orders for toilet blocks (the largest allocation of developmental work by the state to an NGO in India). The paper reflects that the NGO was given this significant level of involvement due to its international reputation and because its leadership has contacts with the World Bank and BMC, and because it was politically well connected. The paper finds that the size and scale of the NGOs operations, and its presence on the political map, meant that it left little space for smaller organisations to become involved in sanitation activities or in discussions or policy dialogue. Moreover, the NGO was able to determine the boundaries and the agendas of that discourse and was more likely to “accommodate the agendas of realpolitik than to contest them with radical politics” (p. 105). This in turn reduced the space for other civil society groups to influence the direction of policy and public debate. It also finds that the notion of ‘participation’ essentially translated into collaboration with well connected individuals or groups – there was little or no community consultation. “Rather than becoming representatives of popular views and opinions, NGOs too seem to be co-opted by the system” (p.98) (citation of Sharma and Bhide 2005).

## Ghana

**Clayton, A., (1999), Contracts or Partnerships: Working through local NGOs in Ghana and Nepal: How local NGOs have been engaged in the provision of rural water and sanitation at community level in Ghana and Nepal, WaterAid, London**  
[http://www.wateraid.org/documents/plugin\\_documents/contractspartners.pdf](http://www.wateraid.org/documents/plugin_documents/contractspartners.pdf)

This report describes how NGOs were contracted in the water and sanitation sectors in Ghana and Nepal. In the case of Ghana, government started directly contracting with NGOs through its Community Water and Sanitation Division (CWSD) in 1994 following a policy move towards government stepping out of the service provider and into the facilitator role. The paper concludes that NGOs were given little or no opportunity to influence policy or engage in advocacy, instead being seen as part of the private sector and meeting the objectives of donor agencies rather than developing their own ideas. A major problem of the contracting approach was that NGOs were given a blueprint for project implementation which meant they weren't able to adapt their approach to local situations. Contracting also encouraged dependency and competition amongst NGOs.

Two main types of contracts were issued in Ghana: ‘Partner Organisation’ (PO) contracts for the social aspects of implementation which went to NGOs; and contracts for the construction of facilities which went to government-registered private contractors (NGOs were excluded from construction contracts). A number of problems with the contracting approach are discussed, including:

- The separation of the social side and construction functions meant that two very different types of organisations (NGO and private sector) were involved in working within each community but had to work together

because POs had to wait until construction was complete before receiving their final 10 percent payment as part of the contract.

- The prescriptive approach to working with communities: NGOs found it very difficult to achieve the objectives of their contracts. The resources allocated to achieving contracts were too few and the methods too prescriptive. For example, the exact number of community visits to be made were specified in contracts, failing to take into account the nature of community development work and the differences amongst communities.
- Capacity building: nearly 50% of NGOs working on contracts were formed after the national policy of contracting was adopted. These NGOs were completely dependent on the contracts as their sole source of funding. The PO contracts included no overhead costs for capacity building. Contracts were awarded on a yearly basis, making long-term planning difficult for these NGOs. This led to a feeling of exploitation on the part of the NGOs- who felt that government were neglecting their organisational needs.
- NGO size and autonomy: Larger NGOs with a more diverse funding base are more likely to be able to maintain their independence. Those NGOs which rely on contracts have not been effective in undertaking policy advocacy.
- Lack of resources at district level for contract monitoring. Regular reports were sent by the NGOs to the CWSA but there was no capacity for visits.
- Accountability; the approach makes the contractors accountable to the CWSA, rather than to the community.

**Welle, C., (2001), Contending Discourses on 'Partnership'. A Comparative Analysis of the Rural Water and Sanitation Sector in Ghana, Occasional Paper No 40, Water Issues Study Group, School of Oriental and African Studies (SOAS)**

<http://www.earthscape.org/p1/wek05/wek05.pdf>

This case study discusses the nature of partnerships in the rural water and sanitation sector in the Bolgatanga District of Northern Ghana. Two partnerships are compared; partnerships between a local NGO (RuralAid) and Northern NGO (WaterAid), and between the local NGO and government (public-private partnerships). The paper specifically asks whether these partnerships are understood to be act of solidarity or as a means of efficiency by the local NGO.

The paper argues that partnerships between government and NGOs are conceived within a 'discourse of efficiency'. In these relationships, non-state providers are valued because they can provide services more cost-effectively than the public sector. It is not so much a partnership as a contractual relationship. Under the contractual arrangement, the paper argues, trust becomes irrelevant because the mutual rights and obligations are clearly spelled out in the contract. There is no involvement of any of the partners in overall policies for the period of project implementation. In a nutshell, this model of partnership operates on a "take it or leave it" basis.

## **Pakistan**

**Haider, I., n.d., Development of community based sanitation infrastructure in Hasanpura, Faisalabad, Wateraid**

[http://www.wateraid.org/documents/development\\_of\\_community\\_based\\_sanitation\\_infrastructure\\_in\\_hasanpura\\_faisalabad.pdf](http://www.wateraid.org/documents/development_of_community_based_sanitation_infrastructure_in_hasanpura_faisalabad.pdf)

This note describes the construction of lane sewers in Hasanpura. Whilst the project is lamented as an example of an integrated effort between NGOs and government, it is noted that there remains competition between NGOs and government in the sanitation sector.

A local NGO, Anjuman Samaji Behbood (ASB) followed the Orangi Pilot Project approach and mobilized the community towards a self-help sanitation approach. It provided labour and finances, WaterAid provided a loan as a revolving fund, and the local municipal authorities provided access to the trunk sewer. ASB also liaised between the community and the local authorities to ensure that the community paid operational and maintenance fees to the local authority for accessing their trunk sewers. The local authority itself implemented similar water and sanitation schemes near to Hasanpura, but at a higher cost than the scheme implemented by the NGO.

The paper argues that one of the key innovations in the NGOs approach was to pursue collaborative links with government agencies, recognising that trunk sewers, sewage and water treatment plants cannot be financed by local communities, and that “government authorities – working as monopolies – are the only entities capable of providing citywide solutions” (p.36). The main constraint faced was that while ASB was pushing for self-help schemes, local politicians continued to make unfulfilled promises about their responsibility for sanitation. They tried to dissuade residents from ASBs self-help approach, because they feared that the success of the programme would undermine their credibility and support.

## 6. Additional Resources

**Gazely, B., (2007), Beyond the Contract: The Scope and Nature of Informal Government – Nonprofit Partnerships, *Public Administration Review*, Volume 68, Issue 1 (pp. 141-154)**

<http://www3.interscience.wiley.com/cgi-bin/fulltext/119395703/PDFSTART>

This article argues that privatization research lacks an understanding of the scope and nature of informal service delivery partnerships between non-profits and government. The focus has been on using agency theory to analyse contractual relationships and contractual effectiveness in policy arenas in which formal contracts predominate (e.g. “hard services” such as refuse collection and “soft services” such as welfare reform). Relational agreements that don’t rely on a contract or financial exchange have received much less attention. The paper reports on a study of local service delivery partnerships in the state of Georgia (USA) using survey and interview data. The main findings are that public-private partnerships are led by government agencies, and are only weakly collaborative in the sense of shared authority or resources. Often, community norms substitute for formal service agreements.

The focus on formal contracting has hampered an understanding of the scope and extent of informal service delivery mechanisms and the dynamics, structure and outcomes of these cooperative efforts. There are very few empirical studies of relational forms of contracting (one exception is Bermar and West’s 1995 study of homeless services). Intersectoral collaborations occur when organisations seek mutually determined solutions that they could not achieve alone (citation of Sink, 1998, see pg. 142). Public leaders have called on non profits to aspire to partnerships as an alternative to purchase of service. Less attention has been devoted in the literature to the sometimes negative consequences of collaboration, including the need for organisational resource to maintain relationships and the question of accountability.

Formality is generally considered a contingent (rather than a necessary) feature of government-non profit relations in most of the literature. Some have asked whether this formality of contracts might be antithetical to flexibility and variation in services (Davis 1999). A central question has been whether partnerships that lack a formal agreement are more likely to pose challenges in terms of maintaining accountability. The author argues however that control is not only or necessarily related to level of formality. Managerial control is about getting action through any means. Other sources of control within partnerships are the nature of financing in the partnership, governmental resources, sources of decision-making, political factors, the local economy and the mutuality of goals. One of the questions the author poses for the case study is whether governments surrender control over partnerships in policy arenas where government is considered a less legitimate actor than the private sector.

The extensive surveys and interviews conducted with the Georgian government and nonprofits sought to understand (amongst other things); the frequency with which partnerships involve formal agreements; the characteristics of the partnerships, particularly in terms of formality and control; how partnerships across services might vary in their formality, control and longevity, and; how/whether decision making authority differs in formal and informal relationships. Amongst the most active intersectoral partnerships reported, only half involved contractual agreements. Notable findings from the research include:

- The types of activities that occur more frequently in informal arrangements

are exchange of information, sharing of volunteers, joint recruitment of staff and volunteers and nonprofit service on a public board. Local governments were found more likely to provide funding and equipment with formal agreements than without.

- Partnership formality varies widely by service sector and mattered least in those areas where government already dominates. Partnerships in health were likely to involve formal agreements, and non-profit partners were likely to lead. Public safety and emergency response were the less likely services to involve formal agreements (instead involving an “implied contract”) but had the highest dependence on government leadership. The author notes that this exchange of authority for formality might be either because the non profits involved in public safety (mainly voluntary agencies) were already serving clearly defined public needs, so had little need to negotiate formal agreements with government, or because these are the most politicized policy arenas.
- This leads the author to the more general conclusion that when government-nonprofit partnerships are formed to address specific public needs, norms within policy areas influence the amount of control that government partners exert. See Figure 1 on p. 149 ‘Government-nonprofit collaboration by service area: Degree of formality and shared decision making’.
- Partnerships without formal agreements but dependent on government funding are not necessarily outside the control of public managers (p.146). The choice of mechanisms of control by public managers are subject to variations in local customs and norms. Public managers are more likely to take the lead in partnerships without formal agreements rather than cede leadership to nonprofit agencies.
- Overall, there is little evidence that loss of formality equals loss of control. “Most of the partnerships lack shared decision making....Internal and external dimensions of control – rather than institutional autonomy- in fact appear to represent the stronger and more important dimension that defines public-private partnerships” (p. 150)
- Trust in partnerships can both emerge from but also substitute for formal agreements.

**Van Slyke, D., (2006), Agents or Stewards: Using Theory to Understand the Government-Nonprofit Social Service Contracting Relationship, *Journal of Public Administration Research and Theory*, 17: pp. 157–187**

<http://jpart.oxfordjournals.org/cgi/content/abstract/17/2/157>

This empirical study uses agency and stewardship theories to examine how public administrators manage contracting relationships with nonprofit organisations in New York State. It discusses how the use of trust, reputation, and monitoring influence how contract relationships are managed. The findings suggest that the way nonprofits are managed *evolves over time* from a principal-agent to a principal-steward relationship but with less variance than theory would suggest. Trust is not necessarily assumed at the beginning of the contract but is built through interaction and communication and over time a more relational form of contracting, based on mutual exchange and reciprocity, is formed. Neither agency nor stewardship theory can fully explain the government-nonprofit relationship – they are complementary. More work is needed on understanding evolved principal-agent relationships.

Agency theory focuses on correcting for asymmetric information, precontractual opportunism, and moral hazard or post-contractual opportunism. Its starting point is goal divergence. Critics argue it negatively characterises an individual's moral and collective behaviour as self-seeking, neglects how contracts can evolve over time and is an inappropriate framework for understanding relationships that are not easily measured or observed.

Stewardship theory, however, assumes the initial disposition of the agents and principals to be towards goal convergence through shared collective interests and the development of trust. In contrast to the 'agent' in agency theory, stewardship theory places emphasis on collective rather than individual goals. The economic payoff for the principal in a principal-steward contracting relationship is lower transaction costs of contracting out over the longer term as the parties better understand each others motivations and signals. Stewardship theory is an appropriate model to study government-non-profit relationships for delivering social services because there is a high degree of goal convergence and contracts are often incomplete in nature.

The main findings from the study are:

- The initial disposition of public managers in contract relationships is consistent with agency theory. The initial disposition and desire of nonprofit executive directors in contract relationships are consistent with stewardship theory. Over time, public managers develop relationships that are more relaxed versions of a classic principal-agent perspective.
- Reputation is used as a management practice, incentive and sanction, but reputation is more of an incentive to larger providers.
- Formal and informal monitoring mechanisms are used as a management tool, but not as much as desired due to capacity constraints and overall there was no consistency in their application. This is regardless of the evolution of the contract relationship from agent to steward. In cases where client populations were receiving services for which political support had wanted there was less monitoring. There was no variation in monitoring used to oversee trusted versus less trusted providers.

**Ramanath, R., (2008), Limits to Institutional Isomorphism: Examining Internal Processes in NGO–Government Interactions, *Nonprofit and Voluntary Sector Quarterly*, March 2008**

<http://nvs.sagepub.com/cgi/content/abstract/0899764008315181v1>

Abstract: Neo-institutional approaches to the study of nongovernmental organizations (NGOs) suggest that as more NGOs cooperate with the state, they become isomorphic in their structures and processes. Such cooperation is expected to threaten inventiveness of the NGO sector, including its spontaneity, variety, and unpredictability. This article analyzes the internal institutional processes of three leading housing NGOs as they each implemented cooperative strategies with the state in Mumbai, India. It finds that, contrary to customary apprehensions, NGOs use different tactics in response to the same public policy environment. The article argues that pervasive isomorphism is constrained by path dependency and variability in resource environments.

**Kim, J., (2006), Between Prescription and Practices in Seoul Metropolitan City: Institutional Constraints and Relational Contracting, International Journal of Public Administration, Volume, Issue 10 & 11 November 2006 , pages 873 - 893**

It was not possible to obtain/review this article, but it is available for purchase online at: <http://www.informaworld.com/smpp/35861947-70255070/content~content=a748819743~db=jour~tab=content~order=page>

Abstract: Public choice theories suggest contracting out as a cure-all for various weaknesses of government bureaucracy and its absence of competition. The transaction cost economics theory challenges these theories, arguing that competitive contracting is appropriate only for hard services like human waste collection while relational contracting is for soft services such as welfare facility management. After examining contracting practices of 25 district governments of Seoul Metropolitan Government, however, this study found that informal institutional constraints led district governments to adopt relational contracting for human waste collection and to adopt competitive contracting for welfare facility management.

**Kim, S., (2007), Emerging Patterns of Co-Production in South Korea: Strengthening Democracy and Constructing (Not Complementing) a Welfare State, Paper prepared for Presentation at the 2007 European Group of Public Administration (EGPA)**

**Conference, Madrid, Spain, September 19-22, 2007.**

<http://www.egpa-thirdsector.eu/resources/papers2007/kim.pdf>

Abstract: In recent years, various arrangements of co-management, co-production, and co-governance between the state sector and the third sector have been introduced and developed in South Korea. They play an increasingly important role in producing and delivering public services such as childcare, healthcare, care for the aged, library service, waste management, education, and community development. On the surface, the objective and the impact of these co-production arrangements in South Korea appear similar to those of European countries, i.e., redressing the deficiencies of representative democracy and complementing the overburdened welfare state. Upon a closer look, however, the case of South Korea reveals important differences. Co-management, coproduction, and co-governance are being demanded by the public and used by the government to increase the legitimacy of and popular support for a nascent democracy in the country. Furthermore, since South Korea has never had a "welfare state," increasing uses of co-management and co-production are fundamentally transforming the role of the state, removing the lingering legacies of the old developmental state and facilitating a belated transition to a welfare state.

**Brown, T., and Potoski, M., (2005), Transaction Costs and Contracting: The Practitioner Perspective, Public Performance & Management Review, Vol. 28 No. 3,**

<http://www.public.iastate.edu/~potoski/Papers/Brown&PotoskiPPMR05.pdf>

Abstract: An important decision confronting public managers is choosing when to contract for service delivery. We focus on two service characteristics that transaction cost theory suggests may influence the chances of contract success. Asset specificity is the extent to which resources applied to delivering a service can be applied to other services, and ease of measurement is the extent to which the quality and quantity of service outcomes and outputs can be easily gauged. Drawing on a survey of public managers' perceptions of these dimensions for 64 common municipal services, we review previous studies of contracting to investigate how these two transaction costs factors influence governments' decisions about whether to contract, how to manage contracts, and when contracting is likely to be successful.

Our survey and review shed light on how public managers should manage contracting and how scholars should further investigate this important subject.

**Lamothe, S., and Meeyoung, L., (2006), The Dynamics of Local Service Delivery Arrangements and the Role of Nonprofits, Department of Political Science, University of Oklahoma, Norman, Oklahoma**

[http://www.fsu.edu/~localgov/publication\\_files/Lamothe&Lamothe\\_IJPA.pdf](http://www.fsu.edu/~localgov/publication_files/Lamothe&Lamothe_IJPA.pdf)

Abstract: This article examines the relationship between “contract failure” (the bringing “in-house” of previously contracted services) and service characteristics. The connection between contract failure and nonprofit and for-profit status is also explored. The analyses are performed using International City/County Management Association data and three service typologies constructed by previous scholars. The findings indicate that: 1) contract failure is more common than anticipated, and is actually relatively more common than privatization; 2) while service characteristics are associated with the frequency of contract failure, the nexus is tenuous; 3) nonprofit entities are less prone to contract failure than their for-profit counterparts.

**Ronnie LaCourse Korosec, (2002), Non-profit contracting from 1982-1997: A Comparison of Sector-based factors, International Journal of Public Administration, Volume Issue 4 March 2002 , pages 423 - 439**

[http://www.informaworld.com/smpp/content~db=all~content=a713645402?words=non\\*|government\\*|contracting\\*](http://www.informaworld.com/smpp/content~db=all~content=a713645402?words=non*|government*|contracting*)

Abstract: The quest for local governments to provide goods and services to an ever-expanding and more demanding public has created an environment which is ripe for alternative service delivery approaches (ASDAs). Although these approaches are commonly grouped under the umbrella term of “privatization”, there are many different options which are available to governments which seek these alternatives. The most common form of privatization is service contracting. Even within this specific form of alternative service delivery, governments may opt to contract with different types of firms. While much has been written about the decision to contract out with private firms or another government, there is a relative dearth of knowledge on how non-profit organizations compete within ASDAs. In addition, because non-profits are fairly new to the contracting scene, there is little understanding on how the choice of providers has changed over the years—based on service sector. This study will replicate and update the 1982 Ferris and Graddy study of service contracting—which attempted to predict which government services would be contracted to specific service areas. While the Ferris and Graddy study is well-known and respected in the field of public administration, the data contained within it is quite dated. This study will attempt to create a more comprehensive and current model of sector choice in service contracting by looking at the incidence of, and trends in city and county-based contracting over the last sixteen years. By doing so, it will also contribute to a greater understanding of non-profit contracting.

**Brown, T., and Potoski, M., (2007), Trust and Contract Completeness in the Public Sector, Local Government Studies, Vol. 33, No. 4, 607 – 623**

<http://www.ingentaconnect.com/content/routledg/lgs/2007/00000033/00000004/art00008>

Abstract: In this paper, we identify the implications of different levels of contract completeness for the delivery of public services. While numerous factors influence the effectiveness of more or less complete contracts, achieving a win-win outcome - in which both parties to a contract achieve their goals - is in part contingent on the degree of trust between the contracting parties. We explore how varying levels of



trust interact with the degree of contract completeness to influence contract effectiveness across different circumstances. In particular, we draw on examples of two types of commonly contracted, but distinctly different public services - refuse collection and social service provision - to illustrate how contracting governments often adapt contract completeness in response to changes in the level of trust with the vendor. We show how contracts become less complete over time as trust evolves between parties, as well how less complete contracts become more complete when trust deteriorates between parties. As such, we explore when contracting is risky for both governments and vendors and how contract relations can be structured to help create win-win outcomes for both.

**Brown, L. and Troutt, E. (2004) Funding relations between nonprofits and government: A positive example, *Nonprofit and Voluntary Sector Quarterly*, Vol. 33, No. 1, pp. 5 – 27**

<http://nvs.sagepub.com/cgi/reprint/33/1/5>

Abstract: This article examines the attributes of a successful contracting model for the financing and support of nonprofit organizations. It describes how, through government initiative, a program can be built in which transaction costs are minimized through a cooperative approach to contracting based on mutual trust. It shows how investment in a long-term, trust-based, cooperative relationship underlined by professional standards and a continuous focus on a common mission by all levels of actors within and without government can provide the impetus for a system in which high standards of service are maintained, accountability is organic, and organizations feel supported in their mission but not controlled.

The example presented is a provincial government program for the prevention of family violence in Manitoba, Canada, but the features that make it successful can be applied widely.

## **7. Selection of websites visited**

### ***General***

British Library of Development Studies, Informaworld, Ingentaconnect, INTRAC, Eldis, World Bank, Asian Development Bank, USAID, DFID, CIDA, International Development Research Center, British Library, Commonwealth Secretariat, NORAD, Science Direct, Google, Google Scholar, World Bank, International Development Department (IDD), Institute of Development Studies (IDS), Overseas Development Institute (ODI), United Nations Public Administration Network (UNPAN), African Association for Public Administration and Management (AAPAM).

### ***Health-specific***

DFID Health Resource Centre, The Lancet, WHO, Health Policy and Planning, Health Systems 20/20, World Health Organisation, London School of Tropical Hygiene and Medicine, Institute of Tropic Medicine, Center for Global Development Global Health Policy Research Network, MedicusMundi, Abt Associates, Constella Group, US National Institutes of Health, Nuffield Center for International Health and Development, Management Sciences for Health,

### ***Sanitation-specific***

Building Partnerships for Development in Water and Sanitation, International Water and Sanitation Center, Wateraid, WELL, ADB Water knowledge Center, Institute of Water and Sanitation Development, International Water Management Institute, Water and Sanitation Programme, Streams of Knowledge.

### ***Education-specific***

Comparative, International Development Education Center, Education Resources Information Center, UNESCO, Commonwealth Education Fund, Global Education Reform (World Bank), Program on Education Policy and Governance (Harvard University), EQUIPNET: Educational Quality Improvement Programme (USAID), International Institute for Educational Planning (IIEP), Comparative and International Education Society, Basic Education and Policy Support Activity (BEPS –USAID), Working Group on Non-formal Education (UNESCO), Aga Khan Education, Association for the Development of Education in Africa (ADEA)

## **Contributors**

The following people recommended materials for this bibliography:

Professor Jennifer Brinkerhoff (GWU)  
Benjamin Loevinsohn (World Bank)  
April Harding (Center for Global Development)  
Zoe Wilkinson (INTRAC)  
Professor Karen Mundy (University of Toronto)

## Annex A: Selection of materials reviewed for the annotated bibliography

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