

ANNEX A to the PROGRAM GRANT AGREEMENT

Program Implementation Description

Country:	Romania
Proposal Name:	Towards Universal Access to HIV/AIDS Prevention, Treatment, Care and Social Support for Vulnerable and Underserved Populations
Proposal Number:	H-T-52480
Program Title:	Towards Universal Access to HIV/AIDS Prevention, Treatment, Care and Social Support for Vulnerable and Underserved Populations
Grant Number:	ROM-607-G03-H
Disease:	HIV/AIDS
Principal Recipient:	Romanian Angel Appeal Foundation

Capitalized terms and acronyms used but not defined in this Annex A or the attachments to this Annex A have the meaning given to them in the Standard Terms and Conditions of this Agreement.

In the event of any conflict between the terms of this Annex A and any provision of the Standard Terms and Conditions of this Agreement, the terms of this Annex A shall prevail.

A. PROGRAM DESCRIPTION

1. Background and Summary:

The overall goal of the Program is to maintain the incidence of HIV/AIDS in Romania at the low level of 2005 by targeting vulnerable populations and young people living with HIV/AIDS (YPLWHA) with effective interventions. The objectives of the Program are to increase the access of vulnerable and poor populations to prevention and treatment services, and to ensure the adequate combination of services and support for YPLWHA to avoid a second wave of the epidemic in Romania. The Program will also focus on efficient and effective implementation of the planned activities.

Increased access to prevention, treatment, care and support services for the vulnerable and underserved populations will be pursued through strengthening and expanding the scale, scope and coverage of existing efforts beyond the achievements of the earlier Global Fund's Round 2 HIV/AIDS grant.

Providing support to YPLWHA is a unique and urgent challenge for Romania. More than 7,000 adolescents living with HIV/AIDS are now in the age group 16-19. In addition, they need support for continuing education, job and vocational training and, in some cases, housing.

Program activities will also focus on regular collection of behavioral and surveillance data for vulnerable populations such as injecting drug users (IDUs), commercial sex workers (CSWs) and men who have sex with men (MSM). This Grant will be used to build the monitoring and evaluation capacities, capturing relevant data twice during the three years of implementation. The information

will be used to support the design and evaluate the impact of prevention interventions and services in the country.

This Program is building on the partnership established between government and non-government organizations and between service providers and service beneficiaries. It also focuses on continuation of building capacity at the local level for implementing and sustaining long-term effective interventions with the participation of all stakeholders. The Program is based on the commitment of the government of Romania to continue funding prevention efforts among young people and the treatment and care of people infected and affected with HIV, as well as to begin as soon as possible to gradually take over the costs of prevention intervention efforts targeting vulnerable populations.

2. **Goal:**

The overall goal of the Program is to maintain the incidence of HIV in Romania at the low levels of 2005 by targeting vulnerable groups and YPLWHA with effective interventions.

The achievement of the Program goal will be pursued through three objectives:

The first objective is concentrated on further expanding the prevention interventions targeting vulnerable groups and enhancing services that may reduce their vulnerability to HIV/AIDS. Importantly, the planned activities relate to the efforts to adapt and better implement the national HIV/AIDS policies and strategies at the local level in the most affected areas.

The second objective is focused on YPLWHA and aims to diversify the range of services to be provided to them. These will focus on the positive prevention concept including programs to provide life skills education, access to jobs, education and vocational training, housing, as well as family planning and reproductive health and prevention of mother-to-child transmission services.

The third objective focuses on the efficient and effective implementation of the grant. The related activities envisage provision of technical assistance to sub-recipients, coordination of monitoring and evaluation efforts to avoid gaps or duplication of activities, development and implementation of a communication strategy to increase the visibility of program activities, and coordination of the national advocacy efforts to ensure government funding for continuing the services following the Program end.

3. **Target Group/Beneficiaries:**

- Injecting drug users
- Commercial sex workers
- Men who have sex with men
- Roma
- Prisoners
- Street children and youth
- Young people living with HIV/AIDS

4. **Strategies:**

The program activities were developed based on the analysis of the national context done during the mid-term review of the National HIV/AIDS Strategy (March 2006) and other related processes (Universal Access Initiative, UNGASS reporting). The reviews undertaken showed that community outreach to vulnerable groups (IDUs, CSWs, MSM, Roma population, prisoners, and street children and youth) and YPLWHA, combined with provision of access to services and reduction of stigma and

discrimination, represent the best strategy to face the challenges of HIV/AIDS in Romania not covered by other programs.

5. Planned Activities:

- Community outreach and behavior change activities for injecting drug users, commercial sex workers, men who have sex with men, prisoners, Roma, street children. Prevention services will be tailored to the specific target groups, and depending on the target group, will include distribution of condoms, clean injecting equipment, information, education and communication (IEC) materials, peer education, psycho-social counseling, referral to voluntary counseling and testing services, and medical and social services;
- Voluntary testing and counseling services for vulnerable groups;
- IEC sessions for vulnerable populations temporarily in police arrests to ensure increased access to HIV prevention services;
- Monitoring the implementation of harm reduction and treatment standards on drug use in treatment and other assistance centers for drug users at the national level;
- Advocacy activities at the national level related to HIV/AIDS and drug use in order to increase the quality and coverage of services, improve policies, and diversify services, as well as improve the legal and health policies related to HIV/AIDS;
- Support for continuing education, social and professional integration for YPLWHA including life education and independent life skills, family planning counseling, vocational trainings, academic scholarships and housing;
- Training of service providers to provide multi-disciplinary support to YPLWHA;
- Strengthening activities for PLWHA groups; and
- Behavioral and sentinel surveillance activities for IDUs, CSWs, and MSM.

B. CONDITIONS PRECEDENT TO DISBURSEMENT

1. Condition(s) Precedent to First Disbursement (Terminal Date as stated in block 7A of the Face Sheet)

The first disbursement of Grant funds is subject to the satisfaction of each of the following conditions:

- a. the delivery by the Principal Recipient to the Global Fund of a statement confirming the bank account into which the Grant funds will be disbursed as indicated in block 10 of the face sheet of this Agreement (the “Program Bank Account”);
- b. the delivery by the Principal Recipient to the Global Fund of a letter signed by the Authorized Representative of the Principal Recipient setting forth the name, title and authenticated specimen signature of each person authorized to sign disbursement requests under Article 10 of the Standard Terms and Conditions of this Agreement and, in the event a disbursement request may be signed by more than one person, the conditions under which each may sign; and
- c. the delivery by the Principal Recipient to the Global Fund of evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has instituted a dual signature policy for disbursements of Grant funds to ensure an adequate level of internal controls.

2. Condition(s) Precedent to Second Disbursement (Terminal Date as stated in block 7B of the Face Sheet)

The second disbursement of Grant funds is subject to the delivery by the Principal Recipient to the Global Fund of evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has an operational computerized financial management and accounting system (FMAS) that enables the Principal Recipient to comply with its financial management and reporting obligations under this Agreement. In particular, the FMAS shall enable the Principal Recipient to monitor and accurately report on the Program's budgeted and actual expenditures, and the Sub-recipients' budgeted and actual expenditures.

3. Condition(s) Precedent to Principal Recipient's Disbursement of Funds to Sub-recipients (Terminal Date as stated in block 7C of the Face Sheet)

The disbursement of Grant funds by the Principal Recipient to Sub-recipients is subject to the satisfaction of each of the following conditions:

a. the delivery by the Principal Recipient to the Global Fund of its policies and operating procedures for the management of sub-recipients, which shall comply with the provisions of Article 14 of the Standard Terms and Conditions of this Agreement; and

b. the delivery by the Principal Recipient to the Global Fund of a copy of the Principal Recipient's standard agreement with the Sub-recipient(s) in accordance with the provisions of Article 14 of the Standard Terms and Conditions of this Agreement.

4. Condition(s) Precedent to Disbursement for Procurement of Health Products (as defined in Article 19 of the Standard Terms and Conditions) (Terminal Date as stated in block 7D of the Face Sheet)

The disbursement by the Global Fund or use by the Principal Recipient of Grant funds to finance the procurement of Health Products (as defined in Article 19 of the Standard Terms and Conditions of this Agreement), is subject to the following conditions:

a. the delivery by the Principal Recipient to the Global Fund of a plan for the procurement, use and supply management of the Health Products for the Program as described in subsection (c) of Article 19 of the Standard Terms and Conditions of this Agreement (the "PSM Plan"); and

b. the written approval of the Global Fund of the PSM Plan.

C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

1. Not later than 12 months from the Phase 1 Starting Date (as stated in Block 5 of the Face Sheet of this Agreement), the Principal Recipient shall provide to the Global Fund, in form and substance satisfactory to the Global Fund, the baseline values for any indicators, which are indicated as "TBD" in Attachment 1 to this Annex A. Following receipt of such baseline values, the Principal Recipient and the Global Fund shall cooperate to establish and agree appropriate targets for those indicators which are indicated as "TBD" in Attachment 1 to this Annex A.
2. Not later than 2 months after the Phase 1 Starting Date (as stated in Block 5 of the Face Sheet of this Agreement), the Principal Recipient shall provide to the Global Fund evidence, in form and substance satisfactory to the Global Fund, that it has completed the process for recruiting at least one additional person with appropriate qualifications and experience to strengthen its capacity for

each of the functional areas of: (i) Financial Management and Accounting; and (ii) Procurement and Supply Management.

3. The use of Grant funds to fund the activities of the CCM is subject to:

a. delivery by the CCM to the Global Fund of evidence, in form and substance satisfactory to the Global Fund, of fulfillment of the conditions for such funding as set out in current policies of the Global Fund;

b. delivery by the CCM to the Global Fund of an application for such funds, using the forms specified by the Global Fund; and

c. approval of the Global Fund of such application.

4. The Principal Recipient acknowledges and understands that the Global Fund has entered into this Agreement with the Principal Recipient in reliance on the representation by the Country Coordinating Mechanism (CCM) in the proposal for the Program that the annual counter-part financing for HIV/AIDS in Romania is at least 20% of all resources dedicated to HIV/AIDS in Romania in the first year of the Program with a progressive increase to at least 40% over the duration of the Program. Accordingly, if the proportion of annual counter-part financing for any year of the Program is in fact or is anticipated to be materially lower than the proportions stated above, the Principal Recipient shall promptly notify the Global Fund. (Counter-part financing encompasses all domestic resources [including contributions from governments, loans from external sources or private creditors, debt relief proceeds, and private contributions such as from non-governmental organizations, faith-based organizations, other domestic partners, and user fees dedicated to the national HIV/AIDS program]).

D. FORMS APPLICABLE TO THIS AGREEMENT

For purposes of Article 15b(i) of the Standard Terms and Conditions of this Agreement entitled "Periodic Reports," the Principal Recipient shall use the "On-going Progress Update and Disbursement Request", available from the Global Fund upon request.

E. ANTICIPATED DISBURSEMENT SCHEDULE

For the purposes of Article 10a. of the Standard Terms and Conditions of this Agreement, the anticipated disbursement schedule for the Program shall be semi-annual starting from the Phase 1 Starting Date.

F. PROGRAM BUDGET

The budget in the Attachment 1 to this Annex A sets out anticipated expenditures for the period from the Phase 1 Starting Date to the Phase 1 Ending Date (as stated in Block 5 and Block 6 of the Face Sheet of this Agreement respectively).