

Grant Confirmation

1. This **Grant Confirmation** is made and entered into by the **Global Fund to Fight AIDS, Tuberculosis and Malaria** (the "Global Fund") and **Ministry of Health of the Republic of Ghana** (the "Principal Recipient") on behalf of Republic of Ghana (the "Grantee"), as of the date of the last signature below and effective as of the start date of the Implementation Period (as defined below), pursuant to the Framework Agreement, dated as of 16 March 2015, as amended and supplemented from time to time (the "Framework Agreement"), between the Global Fund and the Grantee, to implement the Program set forth herein.
2. **Single Agreement.** This Grant Confirmation, together with the Integrated Grant Description attached hereto as Schedule I, sets forth the provisions (including, without limitation, policies, representations, covenants, Program Activities, Program budget, performance framework, and related implementation arrangements) applicable to the Program, and forms part of the Grant Agreement. Each capitalized term used but not defined in this Grant Confirmation shall have the meaning ascribed to such term in the Framework Agreement (including the Global Fund Grant Regulations (2014), available at <http://www.theglobalfund.org/GrantRegulations>). In the event of any inconsistency between this Grant Confirmation and the Framework Agreement (including the Global Fund Grant Regulations (2014)), the provisions of this Grant Confirmation shall govern unless expressly provided for otherwise in the Framework Agreement.
3. **Grant Information.** The Global Fund and the Grantee hereby confirm the following:

3.1.	Host Country or Region:	Republic of Ghana
3.2.	Disease Component:	Malaria
3.3.	Program Title:	Building effective health systems for impactful malaria control
3.4.	Grant Name:	GHA-M-MOH
3.5.	GA Number:	1626
3.6.	Grant Funds:	Up to the amount USD 94,148,208.00 or its equivalent in other currencies
3.7.	Implementation Period:	From 1 January 2018 to 31 December 2020 (inclusive)
3.8.	Principal Recipient:	Ministry of Health of the Republic of Ghana P.O. Box MB-44 Ministries Accra Republic of Ghana Attention Hon. Kwaku Agyeman-Manu Minister for Health Telephone: +233 203 117761 Email: kmanagye2015@aol.com
3.9.	Fiscal Year:	1 January to 31 December

3.10.	Local Fund Agent:	<p>KPMG Ghana KPMG International Development Advisory Services (IDAS) Marlin House, 13 Yiyiwa Drive Abelenkpe P O Box GP 242 Accra Republic of Ghana</p> <p>Attention Mr. George Manu Partner</p> <p>Telephone: +233 (0) 302 770 454 Email: georgemanu@kpmg.co.ke</p>
3.11.	Global Fund contact:	<p>The Global Fund to Fight AIDS, Tuberculosis and Malaria Chemin de Blandonnet 8, 1214 Vernier, Geneva, Switzerland</p> <p>Attention Michael Byrne Department Head Grant Management Division</p> <p>Telephone: +41 58 791 1700 Facsimile: +41 58 791 1701 Email: michael.byrne@theglobalfund.org</p>

4. **Policies.** The Grantee shall, and shall cause the Principal Recipient to, take all appropriate and necessary actions to comply with (1) the Global Fund Guidelines for Grant Budgeting (2017, as amended from time to time), (2) the Health Products Guide (2017, as amended from time to time), and (3) any other policies, procedures, regulations and guidelines, which the Global Fund may communicate in writing to the Grantee and the Principal Recipient from time to time.
5. **Representations.** In addition to the representations set forth in the Framework Agreement (including the Global Fund Grant Regulations (2014)), the Principal Recipient hereby represents that the Principal Recipient has all the necessary power, has been duly authorised by or obtained all necessary consents, approvals and authorisations to execute and deliver this Grant Confirmation and to perform all the obligations on behalf of the Grantee under this Grant Confirmation. The execution, delivery and performance by the Principal Recipient on behalf of the Grantee of this Grant Confirmation do not violate or conflict with any applicable law, any provision of the Grantee's and Principal Recipient's constitutional documents, any order or judgment of any court or any competent authority, or any contractual restriction binding on or affecting the Grantee or the Principal Recipient.
6. **Covenants.** The Global Fund and the Grantee further agree that:
 - 6.1. With respect to Section 7.6 (Right of Access) of the Global Fund Grant Regulations (2014), it is understood and agreed that (1) the Global Fund may collect or seek to collect data, and it is

possible that such data may contain information that could be used to identify a person or people, and (2) the Principal Recipient on behalf of the Grantee has undertaken or has caused to be undertaken prior to collection and thereafter whatever is required under the applicable laws of Ghana to ensure that such information may be transferred to the Global Fund for such purpose upon request.

6.2. The Program budget in the Integrated Grant Description attached hereto as Schedule I reflects the total amount of Global Fund funding to be made available for the Program. The Program budget may be funded in part by grant funds disbursed to the Principal Recipient under a previous Grant Agreement, which the Global Fund has approved to be used for the Program under the current Grant Agreement ("Previously Disbursed Grant Funds"), as well as additional Grant Funds up to the amount set forth in Section 3.6 of the Grant Confirmation.

Where the Global Fund has approved the use of Previously Disbursed Grant Funds, the Global Fund may reduce the amount of Grant Funds set forth in Section 3.6 of the Grant Confirmation by the amount of any Previously Disbursed Grant Funds, and the definition of Grant Funds set forth in Section 2.2 of the Global Fund Grant Regulations (2014) shall include any Previously Disbursed Grant Funds.

6.3. All non-cash assets remaining under any previous Grant Agreements as of the start date of the Implementation Period shall be fully accounted for and duly documented ("Previous Program Assets"). Unless otherwise agreed with the Global Fund, the definition of Program Assets set forth in Section 2.2 of the Global Fund Grant Regulations (2014) shall include any Previous Program Assets.

6.4. For the avoidance of doubt, except as explicitly set forth herein, nothing in the instant Grant Agreement shall impact the obligations of the Grantee and/or Principal Recipient under any previous Grant Agreement(s) (including, but not limited to, those concerning financial and other reporting).

6.5. The Grantee acknowledges the obligation to repay to the Global Fund the amounts Global Fund Secretariat has determined as recoverable pursuant to the terms of the relevant grant agreements:

- a. USD 2,846,484.40 arising from external audit findings and financial reviews; as communicated to the Principal Recipient through a demand letter dated 20 November 2017;
- b. USD 826,494.20 arising from procurement of defective condoms; as communicated to the Principal Recipient through a demand letter dated 25 October 2017;
- c. USD 24.4 million arising from the Central Medical Store Fire; as agreed with the Grantee through the Agreement between the Global Fund to Fight AIDS, Tuberculosis and Malaria and the Republic of Ghana, dated 15 September 2017.

6.6. The Principal Recipient acknowledges and agrees that certain supply chain-related services included in the detailed program budget shall be provided by service providers selected by the Global Fund in line with Global Fund Procurement Regulations (2017, as amended from time to time), and that the service providers will be contracted, and directly paid, by the Global Fund using Grant Funds. A disbursement notification will be sent to the Principal Recipient once a payment is made.

6.7. In accordance with the Global Fund Sustainability, Transition and Co-financing Policy (GF/B35/04) (the “STC Policy”), the Grantee shall:

6.7.1. progressively increase government expenditure on health to meet national universal health coverage goals; and increase co-financing of the Global Fund-supported programs, focused on progressively taking up key costs of national disease plans (the “Core Co-Financing Requirements”). The commitment and disbursement of Grant Funds is subject to the Global Fund’s satisfaction with the Grantee’s compliance with the Core Co-Financing Requirements. The Global Fund may reduce Grant Funds during the Implementation Period based on non-compliance with the Core Co-Financing Requirements;

6.7.2. comply with the requirements to access the ‘co-financing incentive’ as set forth in the STC Policy (the “Co-Financing Incentive Requirements”). The commitment and disbursement of 15% of the Grantee’s Malaria allocation of USD 110,032,216 for the 2017-2019 allocation period, which is equal to USD 16,504,832 (the “Co-Financing Incentive”), is subject to the Global Fund’s satisfaction with the Grantee’s compliance with the Co-Financing Incentive Requirements. The Global Fund may reduce the Co-Financing Incentive during the Implementation Period, or from the subsequent allocation, proportionate to non-compliance with the Co-Financing Incentive Requirements; and

6.7.3. deliver evidence, in form and substance satisfactory to the Global Fund, that the Grantee complies with each applicable Program specific Core Co-Financing Requirement set forth below:

- a. The Grantee shall bi-annually submit budget execution reports for the malaria budget earmarked allocation for ‘Global Fund Counterpart,’ and budget allocation to the national Malaria Fund;
- b. The Grantee shall annually submit the Annual Health Accounts Report; and
- c. The Grantee shall annually submit 1) the reports of the Annual Ministry of Health and Partners Health Summit, which is a forum to review program implementation, funding commitments, and actual releases by the Grantee and partners; and 2) progress reports on commodities procurement and disbursements as per the Republic of Ghana-proposed co-financing commitments for the malaria/RSSH programs contained in Attachment.

6.8. The procurement of Health Products with Grant Funds shall be carried out through the Pooled Procurement Mechanism (“PPM”) of the Global Fund, or wambo.org, as agreed between the Principal Recipient on behalf of the Grantee and the Global Fund, until the Global Fund has agreed in writing that procurement of Health Products can be managed by the Grantee or the Principal Recipient using a different process. The Principal Recipient acting on behalf of the Grantee has all the necessary power and has been duly authorized by or obtained all necessary consents, approvals and authorizations to execute and deliver the PPM registration letter in the form approved by the Global Fund.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Global Fund and the Principal Recipient on behalf of the Grantee have caused this Grant Confirmation to be executed and delivered by their respective duly authorized representatives on their respective date of signature below.

The Global Fund to Fight AIDS, Tuberculosis and Malaria

Ministry of Health of the Republic of Ghana
on behalf of Republic of Ghana

By: MA. P. Edin

By: 

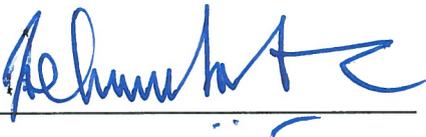
Name: Mark Edington
Title: Head, Grant Management Division

Name: Hon. Kwaku Agyeman-Manu
Title: Minister for Health

Date: Feb 14, 2018

Date: 01/02/2018

Acknowledged by

By: 

Name: Mr. Collins Nti
Title: Chair of the Country Coordinating Mechanism for Republic of Ghana

Date: 01/02/2018

By: 

Name: Ms. Cecilia Senoo
Title: Civil Society Representative of the Country
Coordinating Mechanism for Republic of Ghana

Date: 01/02/2018

Schedule I

Integrated Grant Description

Country:	Republic of Ghana
Program Title:	Building effective health systems for impactful malaria control
Grant Name:	GHA-M-MOH
GA Number:	1626
Disease Component:	Malaria
Principal Recipient:	Ministry of Health of the Republic of Ghana

A. PROGRAM DESCRIPTION

1. Background and Rationale for the Program

The grant is aligned with the current malaria status and gaps, the NSP 2014-2020 objectives, and the programmatic performance to date. It builds on the progress made in malaria outpatient and death reductions over 10 years (50% and 65% respectively), the increase in proportion of confirmed diagnosis (77%), and progress in test positivity rate (reduction of 41%). The prioritization takes into account that malaria parasitemia for children under 5 which was still high at 20.4% (2016), and the variation in progress and burden at regional/district levels due to heterogeneity of the transmission (higher burden in North). The modest progress in achieving high coverage of LLIN usage among U5 and pregnant women in 2016 (52.3% and 50%) has been addressed through a strengthened mass and routine distribution approach.

Malaria, HIV and tuberculosis will better maximize impact and sustain gains through improved supply chain, better data quality reviews, effective financial management, and Community engagement. The grant addresses these components of RSSH in a comprehensive, full systemic approach with accountabilities more directly tied to Ministry of Health and Ghana Health Services Senior Leadership. As such, the RSSH components support the efficient and effective implementation of the HIV, tuberculosis and malaria grant components in a cross-cutting approach to drive systemic change from central through the CHIPs policy at the service delivery level.

2. Goals, Strategies and Activities

Goal: To reduce the malaria morbidity and mortality by 75% (using 2012 as baseline) by the year 2020

Objectives - Malaria

- A. To protect at least 80% of the population with effective malaria prevention interventions by 2020
- B. To provide parasitological diagnosis to all suspected malaria cases and provide prompt and effective treatment to 100% of confirmed malaria cases by 2020
- C. To strengthen and maintain the capacity for program management, partnership and coordination to achieve malaria programmatic objectives at all levels of the health care system by 2020
- D. To strengthen the systems for surveillance and M&E in order to ensure timely availability of quality, consistent and relevant malaria data at all levels by 2020

- E. To increase awareness and knowledge of the entire population on malaria prevention and control so as to improve uptake and correct use of all interventions by 2020

Strategies & Activities: Case management (diagnosis and treatment; private sector co-payment); Vector control (ITN and IRS); Specific preventive interventions (SPI); Seasonal malaria chemoprevention (SMC);

Objectives – RSSH

- A. To improve timely availability of quality commodities at the service delivery points
- B. To enhance the effectiveness, efficiency and accountability in the use of financial resources
- C. To strengthen community systems for social accountability and policy advocacy to improve access and service quality
- D. To improve availability of strategic information for decision making at all levels

Strategies & Activities: Supply chain (Last mile distribution, Logistics management information system, warehousing); financial management (implement Public Financial Management Act; deploy e-tools; strengthen risk assurance); Community Response (strengthen Non-state actors, enhance social mobilization, monitoring, advocacy, and social accountability); and Health management information (e-tracker, data quality, human resources for health, task sharing).

3. Target Group/Beneficiaries

- General population
- Women & children under 5
- Vulnerable populations, including rural poor, hard-to-reach locations and teenage girls sleeping at market places. IRS in prisons will protect inmates from malaria

B. PERFORMANCE FRAMEWORK

Please see attached.

C. SUMMARY BUDGET

Please see attached.

- **Introductory paragraph on the partnership between the country and the Global Fund.**

Ghana and the Global Fund collaboration to fight HIV, TB and Malaria predates 2003. The Global Fund investment to Ghana to date stands at USD712,905,435.00. Ghana has made good progress in reducing the burden of malaria in recent years, reducing prevalence from 26.7 percent in 2014 to 20.4 percent in 2016, and reducing all age malaria case fatality in health facilities by 83 percent from 19.6/1000 in 2010 to 3.3/1000 in 2016. This has resulted from the scale-up of core interventions including long-lasting insecticide-treated nets (LLINs), parasite-based diagnosis and effective treatment with artemisinin-based combination therapy (ACT).

There has also been 78 percent decrease in new HIV infections since 2000 and significant gains in the prevention of mother to child transmissions. Over 76,000 new tuberculosis cases have also been detected and treated.

In an effort to contribute towards the sustainable financing TB, HIV and Malaria interventions, government has sought to increase domestic support in various interventions aimed at strengthening the health system. For example, under PEPFAR, government contributed USD3.2 million as counterpart funding for the procurement of ARVs and commodities in 2017.

- **Government prioritization of health activities undertaken towards Universal Health Coverage.**

Government investments and focus on Universal Health Coverage (UHC) has led to improvement in access to healthcare by the general population. In the area of Universal Health Care, the primary focus of Ghana has been the addressing of inequitable access to healthcare as well as financial barriers to access. Regarding inequitable geographical access, CHPS, which brings primary healthcare to the doorstep of communities, has seen the number of functional Zones increasing from 1675 in 2012 to 4420 in 2016. Additionally, the country is addressing the inadequate and distributional challenges of health workers with the doctor-population ratio improving from 1:13527 in 2013 to 1:8525 in 2016. Within the same period, nurse-population ratio (including auxiliary nurses) has also improved from 1:798 in 2013 to 1:545 in 2016. Ghana has doubled its Essential Health Workforce Density from 1.07 in 2015 to 2.14 in 2016. Thus, Ghana has joined 10 countries with less severe health workforce crisis in Africa.¹

Per capita OPD attendance improved from 0.91 in 2010 to 1.1 in 2016². The number of active members for National Health Insurance increased from 10 million in 2013 to 11 million in 2016. The proportion of the population covered by NHIS also stands at 38.44 percent in 2016.³

¹ WHO Africa Regional Office- Equitable Access to a Functioning Health Workforce 2016

² 2015 GHS Annual report

³ Draft 2016 MoH Holistic Assessment Report

- **Paragraph on government investments for HIV, Tuberculosis, Malaria and RSSH in previous allocation period (FY 2015-2017)**

The Government of Ghana met its 20 percent threshold for 2014-2016 commitments. In 2017, Government's commitment to the non-wage recurrent budget was GHC356million (an increase of 1000 percent over the previous year).

It is also important to state that Government of Ghana is committed to meeting fully its co-financing commitments for 2018-2020 to fully access the co-financing incentive, as set forth in this document. For the period 2018 -2020, the Global Fund allocation for the health sector is estimated at \$193,981,000.00 and Government of Ghana commitment for the health sector is \$3,525,952,154.00 for the same period. Compared with Government of Ghana allocation for health for 2018-2020 implementation period, the Global Fund allocation is 6 percent.

Government has been increasing financing to health service delivery. Between 2016 and 2017, non-wage recurrent budget increased by 1000 percent (GHC3.6million to GHC356million). Of this increase, about 17 percent was allocated to support the provision of HIV/AIDS commodities (ARVs and laboratory reagents)⁴.

Government has also developed a health financing strategy (HFS) and implementation plan aimed at mapping and harmonizing all sources of funding to the health sector in a bid to prepare for transition from donor supported programmes such as GAVI funded immunization interventions.

- **Paragraph on government investments for allocation period FY 2018-2020 with description of specific investments. Illustrative examples of investments**

- ***Progressive increases in total health budget***

The total health budget has been increasing steadily since 2015. There was an increase of 13.2 percent between 2015 and 2017 (USD900,914,999.00 and USD1,019,876,866.00). This is expected to increase further by 20 percent between 2017 and 2020 (USD 1,019,876,866.00 and USD 1,223,540,001.00).⁵

- **Direct investments to scale coverage of key interventions, such as drugs, commodities and targeted interventions to address specific gaps in disease program**

The country is committed to invest a total of USD144,078,650.00⁶ for the period 2018-2020 to support interventions in the fight against HIV/AIDS.⁷ For the same period, Ghana would also be committing USD17,612,002.00 and USD491, 061,978.00 for interventions in TB and Malaria respectively.

- **Co-financing for addressing health systems bottlenecks for sustainability and transition, where appropriate.**

⁴ draft MoH 2017 PoW

⁵ Budget Statements 2015, 2017-2019; 2020 based on two-year trend of NHA Study (2014 & 2015)

⁶ Funding Landscape

⁷ Estimated based on two-year trend of NHA Study (2014 & 2015)

Government is also investing in increasing the health workforce to address existing gaps in the availability of health workers for service delivery in the sector. In this regard, the Ministry of Health has recruited 16,257 health professionals (all cadres inclusive) as at October 2017. Government is committing GHC 232,000,000 million in support of health trainees in the public health sector in Ghana. Each trainee is to receive GHC 400 per month for 10 months within an academic year. This is to support the health trainees to go through their programme with less difficulty in the sector.

The MoH is also committed to construct new Central Medical Stores/Warehouse to ultimately take over from the Imperial Health Sciences (IHS).

GoG Commitments to the GF Allocation

Program	GoG Commitments 2018-2020	GF allocation 2018-2020
HIV	144,078,650	63,214,477
Tuberculosis	17,612,002	14,891,925
Malaria	491,061,978	103,724,224
RSSH	502,593,757.00	12,150,015
Total GoG commitment	652,752,630	
Total GoG exp on Health: Total allocation GF allocation from 2018-2020	3,630,583,555.	193,980,641

- **Absorption of existing donor support, such as recurrent costs like human resources**

Government commits to providing the needed support by way of staffing at various levels to support programme implementation

- Paragraph on mechanism and timing for demonstrating the realization of co-financing commitments:

- *Schedule of when documentation will be submitted to the Global Fund*

Detail	Document	Timeline for Submission of Document
<ul style="list-style-type: none"> • % of health expenditure to Govt expenditure • Govt expenditure on TB, HIV and Malaria 	NHA	<ol style="list-style-type: none"> 1) 2017 report will be submitted by 31/01/2019. 2) 2018 report will be submitted by 31/01/2020. 3) 2019 report will be submitted by 31/01/2021. 4) 2020 report will be submitted by 31/01/2022.
Govt expenditure on HIV	NASA	<ol style="list-style-type: none"> 1. 2017 report will be submitted by 31/07/2018. 5) 2018 report will be submitted by 31/07/2019. 6) 2019 report will be submitted by 31/07/2020.
Govt expenditure on HSS	MoH Audited financial statements	<ol style="list-style-type: none"> 1) 2017 report will be submitted by 31/10/2018 2) 2018 report will be submitted by 31/10/2019 3) 2019 report will be submitted by 31/10/2020 4) 2020 report will be submitted by 31/10/2021
Absorption of core project staff	GF Project Audited Financial statements	<ol style="list-style-type: none"> 1) 2017 report will be submitted by 31/03/2018 2) 2018 report will be submitted by 31/03/2019 3) 2019 report will be submitted by 31/03/2020 4) 2020 report will be submitted by 31/03/2021

- **Mechanisms for tracking realization of co-financing commitments could include budget execution/expenditure against earmarked allocations, National Health Accounts, National AIDS Spending Assessments, expenditure reviews or other verifiable and reliable documentation that provides evidence of disbursement of domestic funds or implementation of agreed upon activities.**

The National Health Accounts (NHA) and National AIDS Spending Account (NASA) would be used to track health expenditure on the three diseases. The NHA will be used to track co-financing commitments.

NMCP SCHEDULE OF MEDICINES LIST TO BE MET BY GOG FUNDING

Module	Intervention	Activity Description	Estimated Unit	Year 1 Quantity	Year 1 Cost	Year 2 Quantity	Year 2 Cost	Year 3 Quantity	Year 3 Cost	Total for 3 Years
Case Management	Facility Based Treatment	Procure Artemether Lumefantrine 20/120 mg pack of 6	0.32	-	-	124,431.57	39,938.10	110,231.24	35,274.00	75,092
Case Management	Facility Based Treatment	Procure Artemether Lumefantrine 20/120 mg pack of 12	0.51	-	-	290,340.33	148,073.57	257,006.23	131,175.18	279,249
Case Management	Facility Based Treatment	Procure Artemether Lumefantrine 20/120 mg pack of 18	0.70	-	-	82,954.38	58,068.07	73,487.50	51,441.25	109,509
Case Management	Facility Based Treatment	Procure Artemether Lumefantrine 20/120 mg pack of 24	0.94	-	-	95,452.56	93,725.41	881,469.84	828,988.95	1,764,664
Case Management	Facility Based Treatment	Procure Artesunate Amodiaquine FDC 25/67.5 mg pack of 3	0.21	-	-	165,908.76	34,903.84	146,574.99	30,864.75	65,706
Case Management	Facility Based Treatment	Procure Artesunate Amodiaquine FDC 50/135 mg pack of 3	0.31	-	-	124,431.57	38,971.79	110,231.24	35,274.00	75,092
Case Management	Facility Based Treatment	Procure Artesunate Amodiaquine FDC 100/270 mg pack of 6	0.35	-	-	47,419.91	14,143.75	15,524.69	15,524.69	35,199
Case Management	Facility Based Treatment	Procure Artesunate Amodiaquine FDC 100/270 mg pack of 6	1.45	-	-	248,863.14	194,113.25	220,462.49	171,969.74	366,074
Case Management	Seasonal Malaria Chemoprevention	Procure Pipicidin Artesunate 120 mg	2.60	-	-	156,617	227,094.54	160,532	232,771.90	459,866
Case Management	Seasonal Malaria Chemoprevention	Procure SP + Amodiaquine 250/12.5 mg +75 mg blister of (1+3)	0.11	64,767	7,124.33	1,174,627	3,054,030.03	1,203,992.61	3,130,380.79	6,184,411
Case Management	Seasonal Malaria Chemoprevention	Procure SP + Amodiaquine 500/25 mg +150 mg blister of (1+3)	0.25	382,706	90,676.54	3,379,402.49	74,344.18	697,252.5695	76,202.78	1,57,671
Specific preventive Intervne	Seasonal Malaria Chemoprevention	Procure Sulphadoxine Pyrimethamine 500/25 mg	0.28	7,877,490.88	2,204,017.45	6,725,760.82	1,881,613.03	7,457,220.60	2,088,049.77	5,183,650
Specific preventive Intervne	IFPP									27,659,366.84
Total Cost										