Kingdom of Cambodia
Nation Religion King

Agreement
Between

National Center for HIV/AIDS, Dermatology and STD (NCHADS), of Ministry of Health

And

AIDS Healthcare Foundation (AHF)

The Support of HIV/AIDS prevention, Care and Treatment in Cambodia

(Year 2016- 2020)
This **Letter of agreement** was made on January 1st, 2016 between the National Center for HIV/AIDS, Dermatology and STD (NCHADS) of the Ministry of Health of the Royal Government of Cambodia and the AIDS Healthcare Foundation (AHF) and the agreement will last until December 31st, 2020.

NCHADS and AHF agree to ensure that close collaboration and coordination between the two parties will increase the capacity and skills of healthcare personnel; strengthen and scale up HIV/AIDS Prevention, Care and Treatment services with higher quality in Cambodia.

**Scope of the Agreement**

This Agreement embodies the terms and conditions under which NCHADS and AHF will collaborate and cooperate in the course of their operations in Cambodia and shall encompass the objectives 90-90-90 by 2020, the project locations of the parties involved herein.

**Article 1: Objectives of the Agreement**

To support the Royal Government of Cambodia HIV/AIDS program in prevention, care and treatment initiatives by providing technical and financial support as needed with AHF capacity to assist NCHADS both update strategy and identify any gaps and provide resources as available budget of AHF to assist those gaps:

1. To strengthen and enhance capacity and skills of healthcare personnel at the supported ART Treatment sites through:
   a. Clinical mentoring by AHF’s staff;
   b. Clinical cases discussion meeting and calls;
   c. Supporting health staff at ART treatment sites to join training organized by NCHADS;
   d. Joining supervision to ART sites as necessarily;
2. To scale up ART care and treatment services within designated boosted Continuum of Care sites, as requested by NCHADS;
3. To contribute to the service quality improvement of ART treatment sites through:
   a. Strengthening Patient flow;
   b. Strengthening Appointment tracking system;
   c. Performing Annual patient physical file review;
   d. Strengthening benchmark data collection and analysis;
   e. Conducting Time and motion survey;
   f. Conducting Client satisfaction survey;
4. To contribute to the increase in HIV case detection/identification:
   a. Providing community HIV testing services (at Dropping Center, Entertainment Establishment, Community settings) based on the approved national HIV testing guidelines/SOPs;
   b. Immediately refer for those who reactive to HIV rapid tests to do the confirmation HIV tests at ART treatment sites;
c. Providing operational support to VCT within AHF-supported ART Treatment sites;
d. Improving linkage to ART treatment services.
5. To contribute to the production of IEC/BCC materials in collaboration with NCHADS' BCC Units.

**Article 2: Location of Supported ART Treatment Sites**

**A: Full direct supported Sites by AHF:**
1. Preah Kossamak;
2. Khmer Soviet Friendship;
3. Daun Keo, Takeo;
4. Preah Sihanouk;
5. Kampong Cham;
6. Siem Reap;
7. Preah Ket Mealea (national military hospital);
8. Military regional 5 Hospital (regional military hospital).

**B: Direct Partial Operational Supported Sites by AHF:**
1. Kien Svay (to be phased out by the end of June 2016);
2. Chamkar Dong (to be phased out by the end of June 2016);
3. Menachey
4. Porchentong
5. Samdach Auv
6. Chey Chum Neah
7. Neak Loeung;
8. Prey Veng
9. Thbaung Khnum
10. Cheung Prey
11. Koh Kong
12. Kampong Chhnang
13. Sothnikum
14. Kampong Speu

**C: Indirect Partial operational Supported Sites through NCHADS:**
1. Kirivong
2. Ang Rokar
3. Steung Treng
4. Romeas Heak
5. Pear Raing
6. Oddor Mean Chey
7. Kampong Thom
8. Koh Thom
9. Kampot
10. Udong
11. Kong Pisey
12. Baray Santuk
13. Prey Kabas
All ART treatment sites supported by AHF as listed above can be stopped, replaced by or handed over at any times after informing NCHADS at least 6 months in advance.

**Article 3: HIV Prevention Location**

AHF Cambodia will work with NCHADS’ BCC Unit, municipality and provincial health department to implement package of Boosted CoPCT and other initiative comprehensive package of prevention in four different provinces listed below.

1. Phnom Penh city;
2. Preah sihanouk province;
3. Siem Reap province;
4. Svay Rieng province.

All prevention sites supported by AHF as listed above can be finished, replaced by or handed over at any time after informing NCHADS at least 6 months in advance.

**Article 4: Obligations of NCHADS**

1. Provides and ensures an uninterrupted supply of Antiretroviral (ARV) drugs, medications for the treatment of opportunistic infections and test kits to all HTCT/VCT sites, ART treatment sites, and prevention sites as defined in this agreement;
2. Regularly shares with AHF all the national strategic frameworks and guidelines on prevention, treatment, care and support in Cambodia;
3. Regularly Provides the update national guidelines for trainings to staff involved in AHF program;
4. Allow to AHF ability to access to patients files and other documents as necessary;
5. Allow to AHF ability to access to all data information of each site supported by AHF (please refer to indicators in Annex A);
6. Guide AHF in scaling up/ or replacing new sites/projects as required;
7. Assists AHF in any administrative procedures in relation to the importation or utilization of health products as required;
8. Allow AHF Finance staff to verify the financial procedures of ART sites supported by AHF through NCHADS at any time;
9. Agrees to reimburse any ineligible expenditures found;
10. Agrees to provide proper supporting financial documents as required by AHF audit;

**Article 5: Obligations of AHF**

AHF will undertake the following obligations based on its financial, technical, and human resource abilities as specified in its annual budget plan.

1. Provides financial and technical assistance to ART Treatment sites and Prevention sites as listed in this agreement;
2. Provides support to Peers and cleaners to work at ART Treatment sites;
3. Provides some technical staff to work at fully supported ART Treatment sites;
4. Collaborates with NCHADS to provide and conduct trainings for the heath staff at ART Treatment sites;
5. Works closely with CPN Plus and other PLHIV Support Groups to strengthen capacity building of PLHIVs and to ensure the implementation of IRIR (Identify Reach Intensify Retain) initiatives following the national SOPs/guidelines;
6. Assists NCHADS to document and disseminate national guidelines, best practices and lessons learned;
7. Collaborate with NCHADS to organize World AIDS Day, International Condom Day or other events in order to support national strategic plan.

Article 6: Funding

NCHADS needs to develop the annual cost work-plan of each agreed site (sites supported by AHF through NCHADS) based on the census growth of the site and submit on time to AHF Cambodia, who will then review and submit to AHF bureau and global for approval on annual basis.

Article 7: Implementing Arrangement

- The Country Representative of the AIDS Healthcare Foundation or its officially designated representative will ensure the implementation of this agreement;
- Both AHF and NCHADS implement their activities based on the approved work plan;
- Written amendments to this LoA could be made and attached by mutual agreement and signed by both parties;

Article 8: Period of Collaboration

This agreement shall take effect from the date of signing and shall remain in effect until the project end-date (December 31st 2020).

Article 9: Settlement of Disputes

Both parties shall resolve amicably any dispute regarding implementation of the program discussed in this agreement.

Article 10: Termination

Both parties may terminate this LoA for any reason at any times by giving the other party 3 month's prior notice in writing.

Article 11: Law application

This LoA should be construed and governed in accordance with Laws of the Royal Government of Cambodia.
Article 12: Non-Exclusive
The parties expressly agree that this LoA is non-exclusive and the parties reserve the right to enter into similar agreements with other parties.

Article 13: No Agency Representation
The parties expressly agree that they will never act or represent that they are acting as an agency of the other, or incur any obligations on the part of the other party.

Article 14: Confidentiality
Both parties agree to protect and maintain the confidentiality of all patients in accordance with the governing laws.

Article 15: Parties’ Relationship
The Parties expressly agree that no relationship of joint venture, partner, agent, or employee/employer shall be created by this LoA.

This Letter of Agreement will come to effect from the 1st January 2016 after representative of the two parties sign this agreement.

Signed and Sealed

Name: **Michael Weinstein, President**
AIDS Healthcare Foundation

Name: **Dr. Ly Penh Sun,**
Director, NCHADS

Signature

Date …… **21.12.2015**

Signature

Date …… **21.12.2015**