

A Partnership Agreement Toolkit for HIV/AIDS Organizations and Programs

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1. Introduction

This resource has been prepared for use by organizations and programs funded by the AIDS & Hepatitis C Secretariat of the Ontario Ministry of Health and Long-Term Care. It has been specifically designed to help them achieve the goals as set out in Ontario's new provincial *HIV/AIDS Strategy to 2020*.

Between 2008 and 2010, AIDS Service Organizations (ASOs) and HIV-funded programs in Ontario committed to working together—and with HIV clinics and other relevant health and social services—during extensive community planning exercises funded by the Ontario Government. The exercises were intended to help ASOs and HIV-funded programs to improve access to health and social services for individual living with and/or at-risk for HIV. It was also intended that organizations could support the integration of services and eliminate service gaps through more formal partnership agreements. As more recent evidence confirms, 'by ensuring timely access to an integrated system of compassionate, effective, evidence-based sexual health and HIV prevention, care and support services, the harm caused by HIV can be reduced for individuals and communities'¹.

As stipulated in the AIDS Bureau's 2015-16 funding guidelines, partnerships and networks are now key requirements for ASOs and HIV-funded programs, named specifically in the Schedule A & B reference guide. **Formalizing Partnerships with written agreements is no longer a funder suggestion; it is an expectation.**

The partnership agreements referenced in this toolkit are not intended to be legal arrangements, but rather tools to formalize and detail commitments to activities that organizations can accomplish together; activities designed to help all of the partners in an agreement to achieve the goals of the HIV/AIDS Strategy.

John Miller, OODP consultant, is Lead Author of this toolkit with edits and revisions from Dionne Falconer, OODP Consultant and Wendy Pinder, OODP Program Administrator. It is based on an earlier resource produced in 2007, with revisions in 2009 and 2011. Thanks to the community groups that have provided input into the previous versions.

Note: this toolkit does *not* deal with Trusteeship arrangements, sometimes referred to as Sponsorship Agreements. Also, for a more detailed discussion of partnership agreements, please see "NEGOTIATING & MANAGING EFFECTIVE PARTNERSHIP AGREEMENTS IN HIV/AIDS ORGANIZATIONS AND PROGRAMS", prepared by John Miller, OODP Consultant, dated September 2013 and posted on the OODP website ([Partnership Agreement Resource](#)).

¹ Changing the Course of the HIV Prevention, Engagement and Care Cascade in Ontario: Provincial HIV/AIDS Strategy to 2020. March 2014. Ontario Advisory Committee on HIV and AIDS.

2. Partnership Readiness Assessment Checklist

As a first step, it is important to assess whether you and your partners are ready to develop a more formal partnership agreement. This requires that you determine if the essential elements necessary to complete your partnership agreement are in place. The following checklist has been prepared to assist you with this task.

Please note there is no 'right' number of elements from the list below that need to be in place before you begin, but in general having more elements in place will ensure a smoother negotiation process and will therefore reduce the overall time required to negotiate and finalize your partnership agreement

Partnership Readiness Assessment Checklist:

Are the following elements in place, or are all potential partners ready to discuss these terms respectfully and realistically?

- ☐ Is there a clearly defined project scope and deliverables on which the partnership is based?
- ☐ Have goals been established for the proposed partnership that identify which of the goals in Ontario's new HIV/AIDS Strategy the partnership will help to reach?
- ☐ Is there shared ownership of the goals between/among partners?
- ☐ Are the goals specific, measureable, achievable, realistic and timely?
- ☐ Is there a sufficient contribution of resources (HR and financial) from all partners to support the effective functioning of the project as needed?
- ☐ Is there mutual trust and recognition between/among partners?
- ☐ Does each partner organization have a history of working successfully with community?
- ☐ Are there formal structures and processes to support open communication, shared administration and clear decision-making?
- ☐ Is the project on which the partnership is based of mutual benefit to each organization?
- ☐ Does the partnership build on each individual organizations capacity and strength?
- ☐ Can the proposed partnership be negotiated using the outline provided by the Letter of Agreement Template (Template #2), or by the Operational Agreement Template (Template #1)?
- ☐ Has the information needed to negotiate the Partnership been compiled and is it available?
- ☐ Is there agreement between/among partners for a final review of the Partnership Agreement by an available Human Resource Professional and/or Lawyer as needed?

3. Choosing the Right Type of Partnership Agreement

This toolkit outlines 2 types of partnership agreements and provides a template for each, depending on the level of agreement required. It is important to choose the right template that best fits the type of partnership you wish to support.

Key considerations for choosing the right template include:

- anticipated length of the partnership, e.g. short-term (6 months or less) or longer-term (6 months or more);
- level of administration and/or resources involved (e.g. staffing, program supplies, office space, office equipment, other types of financial support, etc.);
- level of staffing required and the type and frequency of activities;
- degree of ongoing monitoring, supervision and support needed; and
- whether a mechanism that supports joint decision-making is required.

In general, short-term, less resource intensive partnerships that involve less administration may fit better with the 'Short-Term Partnership' template, whereas longer-term, more resource intensive partnerships that involve designated staffing resources and need monitoring may require an 'Operational Partnership Agreement' template to be completed.

In both cases, these more formal agreements are often preceded by written documentation, including emails, that commits all parties involved to an initial dialogue with the intention to negotiate terms later, depending on how the partnership progresses.

A. Operational Partnership Agreement (Template #1)

- In an operational partnership agreement—called 'collaborative agreements' or 'memoranda of agreement or understanding' by some funders, organizations might share resources to create a new service/program or better coordinate existing services in ways that share ongoing administration, financial and other supports to achieve common operational goals. A decision-making framework may be required as well. The Operational Partnership Agreement template is longer and more detailed than the Short-Term Partnership Agreement and should document all the elements required to support the partnership.
- For example, this type of agreement would typically be drawn up if an ASO negotiates with the local HIV clinic to have HIV clinic staff perform testing and treatment at the ASO, and/or to have ASO staff provide counselling or to run support groups at the clinic.

B. Short-Term Partnership Agreement (Template #2)

- Shorter and simpler, these agreements are typically drawn up for one-time events or for short-term more focused projects. They are sometimes referred to as Letters of Understanding, or Memoranda or Agreement of Understanding, like the longer agreements. They focus on the arrangements to support the event or activities and may not require face-to-face negotiations. Often Short-Term Partnership Agreements can be arranged by phone or through a series of emails.
- For example, a Short-Term Partnership Agreement might be drawn up between an ASO and the local public health department to jointly staff a booth and provide HIV-related information at an annual community fair. The letter would detail who would do what, who would bring materials, who was responsible for booth production, set-up, take down, etc.
- In general, a Short-Term Partnership Agreement can be in the form of a letter from 1 partner to the other(s), and requires both parties to sign-off, indicating agreement.

4. Template #1 – Operational Partnership Agreement

- The following template outlines the sections an Operational Partnership Agreement may contain with explanations and/or considerations as well as sample text for each section.
- For more complicated arrangements, it is best to be detailed. When developing your partnership agreement, discuss potential scenarios and anticipate the types of challenges that could arise. Put provisions in place to build trust and support open communication. Avoid putting processes in place that are administratively cumbersome or time-consuming.
- For simpler partnerships, or collaborations between organizations with a long and successful, trust-filled history of working together with established communication patterns, you can be less detailed, *but still include the necessary project parameters.*

| Section | Considerations | Sample Text for Illustrative Purposes |
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| Cover Page | <ul style="list-style-type: none"> • Choose an abbreviation to refer to each Partner. • Choose a short title to describe the collaboration. • If the Partnership involves an unincorporated entity such as Gay Men's' Sexual Health Alliance or the Committee for Accessible AIDS Treatment, then name the trustee for the sake of accountability. | <p><i>This Partnership Agreement is made between the following agencies or entities:</i></p> <p style="text-align: center;"> Agency A & Agency B on behalf of Unincorporated Entity (Entity C) & Clinic D for HIV Testing, Treatment & Adherence Support Services for Gay Men </p> |
| Definitions | <ul style="list-style-type: none"> • Clarify anything open to different interpretations, and that isn't clarified in another section. | <p><i>Financial contribution: means a sum of funds contributed by either Agency A, Agency B for Entity C, or Clinic D to pay for services or goods required under this Partnership, and that are not otherwise paid for in either organization's regular budget.</i></p> <p><i>In-Kind Contribution: means a contribution of a good or service funded or purchased in either organization's regular budget, or an asset purchased in either organization's previous budget year.</i></p> |
| Term of the agreement | <ul style="list-style-type: none"> • Indicate the start and end date – or if no set end date, the date the agreement will | <p><i>This pilot project begins April 1st 2017 and ends March 31st 2019. It will be reviewed in February 2019 for possible renewal.</i></p> |

| Section | Considerations | Sample Text for Illustrative Purposes |
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| | be reviewed for renewal. | |
| Ontario HIV/AIDS Strategy Goals & Activities this project aims to meet | <ul style="list-style-type: none"> In this section, identify how the partnership/collaboration meets the specific goals and activities listed in Schedule A or B. If possible, identify which elements along the cascade will be addressed (e.g. early intervention, connection to treatment, long-term quality of life support(s)). | <p><i>In this coordinated approach, we will increase the number of gay men diagnosed with HIV linked to HIV care, retained in HIV care, on treatment, and who achieve an undetectable viral load.</i></p> <p><i>We are targeting Goals 3 & 4 of the Ontario HIV/AIDS Strategy, and will perform the specific activities from the Ontario AIDS Bureau Schedule A & B Reference Guide that are listed below:</i></p> <p><i>Goal 3: Diagnose HIV infections early and engage people in timely care.</i></p> <ul style="list-style-type: none"> <i>HIV testing – targeted to priority populations</i> <i>Pre/post-test counselling</i> <i>Ensure people newly diagnosed are referred to treatment services, have access to information about HIV, living with HIV, the importance of early and regular care, and HIV-related services</i> <p><i>Goal 4: Improve the health, longevity and quality of life for people living with HIV.</i></p> <ul style="list-style-type: none"> <i>Support services for people living with HIV and their families</i> <i>Referrals to appropriate health and social services</i> <i>Programming responding to people at risk for dropping out of care/adherence issues</i> <i>Case management services for people with more complex needs and barriers to care and treatment.</i> |
| Description of Collaborative Activities and Services | <ul style="list-style-type: none"> State succinctly but in sufficient detail what actual services are being provided, where, when and by whom. It is important that resources are organized in ways to support the effective and streamlined delivery of services, making sure to avoid potential problems that could develop. Put provisions in place to avoid this as needed. | <p><i>Agency A, Agency B for Entity C, and Clinic D are partnering to coordinate counselling, testing and treatment services for gay men and other men who have sex with men in Durham Region.</i></p> <p><i>The service components are:</i></p> <p><i>1. Counselling & Testing:</i></p> <ul style="list-style-type: none"> <i>Agency A and Entity C will actively promote HIV testing in campaigns targeting gay men and highlighting the gay-sensitive services offered in collaboration with Clinic D</i> <i>Clinic D will promote gay-sensitive services on its website.</i> <i>On Tuesdays, Clinic D will provide testing on site at Agency A</i> <i>...</i> <p><i>2. On site Testing & Treatment</i></p> <ul style="list-style-type: none"> <i>Treatment will be offered by Clinic D on site at Agency A on Mondays and Tuesdays, and</i> |

| Section | Considerations | Sample Text for Illustrative Purposes |
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| | | <p>at Agency B on Thursdays.</p> <ul style="list-style-type: none"> • ... <p>3. Adherence Support</p> <ul style="list-style-type: none"> • Agency A & B, together with staff from Clinic D, will offer adherence support sessions and support groups on the following days... |
| Collection, Storage and Sharing of Private and Confidential Client Data | <ul style="list-style-type: none"> • Identify the types of client-related and other information that will be shared between staff in the partner agencies. • Clarify referral systems that need to be in place. • Confirm how clients will be informed and the consent has been provided. Ensure consent is explicit. Prepare forms as needed. • State the length of the confidentiality agreements e.g. for the duration of the agreement or forever. • Ownership of data: It is suggested that one master file or record be created and maintained for each client, as is typical with interdisciplinary or multi-service team environments. Data can be collected by various staff team members, but it should be stored in one place with one organization responsible to protect and maintain the data. Staff team members should be authorized to access the data as needed. | <p><i>Interdisciplinary staff team members will have access to the client master records as needed.</i></p> <p><i>Clients served under the project will be informed at intake or first contact that the project is a collaboration of all partners, and how information about them might be collected, stored and shared. Clients will be requested to sign and date a consent form which will be kept in their client file.</i></p> <p><i>Individual staff team members may take private case notes related to their component of the service, but the notes will be housed/stored in the client master record and a protocol that sets out how/when team members can share client health information as needed will be developed.</i></p> <p><i>Confidential health data (client health records) will be kept only by Clinic D and, with client consent as part of joint treatment adherence efforts. Client health information will be shared with staff of Agency A or Agency B only as needed.</i></p> <p><i>Referral information will be shared among Partners.</i></p> <p><i>Project financial data will be kept by Agency B.</i></p> <p><i>Aggregate client data collected (service statistics) under the specific project funding will be accessible to any of the partners to the agreement for statistical reporting purposes as needed.</i></p> <p><i>Aggregate data from Clinic D will be collected and given to Agency B for roll-up.</i></p> <p><i>Agency B will include this data in quarterly reports to project managers.</i></p> <p>...</p> |
| Financial | <ul style="list-style-type: none"> • State the financial contribution from | <p><i>Agency A will provide \$25,000 per year towards the project and Agency B will provide \$40,000</i></p> |

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| contributions | <p>each partner.</p> <ul style="list-style-type: none"> • Develop a payment schedule or confirm when contributions be made. • Determine who will be responsible for bookkeeping and financial reporting on behalf of the project/ initiative. • Outline consequences if a partner is late or reneges on its contribution. | <p><i>per year. Bookkeeping services will be provided by Agency B. Agency A will make payments quarterly to Agency B within 15 days of the beginning of each quarter.</i></p> <p><i>If payment timelines are missed, Agency B will follow up with reminders within one week of the due date. If after a reasonable time has elapsed, Agency A has still not made its payment, Agency A will make itself available forthwith for a meeting to discuss the reason for the missed payment.</i></p> <p><i>If within two months of the quarter, payment has still not been made, this Agreement may be terminated. Termination of the Agreement under these circumstances must be initiated by Agency B.</i></p> <p><i>Agency B will provide detailed quarterly financial reports to Agency A. Bookkeeping records will be made available for review by Agency A upon request. Additionally, all other requests for financial information about the project will be made in writing (email or other) for response by Agency B as needed.</i></p> |
| In Kind Contributions | <ul style="list-style-type: none"> • Determine what other kinds of non-monetary contributions will be made. • Identify what each partner will contribute. • Negotiate a schedule or outline conditions for making contributions. • Remember to include: space, training opportunities for partners' staff, equipment, software access, and/or anything else. | <p><i>Agency B will provide the use of its computers at 15 Main Street to clients of the project, except on Thursdays when staff of Agency B are conducting weekly evaluation surveys.</i></p> <p><i>Agency A will provide its boardroom at 25 Shady Pines Lane on Wednesday evenings for the project's support group.</i></p> <p><i>Agency B will allow clients registered in the project to access its supply of transit tokens, donated by the local transit commission.</i></p> <p><i>Staff of Agency A will be allowed to participate in monthly in-service trainings provided by Agency B.</i></p> |
| Communications Protocol | <ul style="list-style-type: none"> • Develop a protocol that supports open and transparent 2-way communication or between multiple project partners as key to managing a successful partnership. | <p><i>General</i></p> <ul style="list-style-type: none"> • <i>Communication regarding the ongoing management of the project will be primarily between the Program Director of Agency A and the Director of Services of Agency B.</i> • <i>Each partner shall be held responsible for timely and clear communication, and for actively</i> |

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| | <ul style="list-style-type: none"> Considerations: <ul style="list-style-type: none"> Ensure clear communication to avoid challenges later on, especially when there is a power imbalance between the partners (for example, if one agency is bigger than the other) and the smaller organization does not feel it is being consulted properly. Establish an email protocol that outlines the type of communication issues to be managed by email (e.g. day to day operational issues). Establish a schedule of meetings – confirm the amount of time needed and processes that will be followed (e.g. agendas, minutes, chairperson, procedural rules, etc.). Establish meeting norms/expectations if needed, e.g. timeliness, etc. | <p><i>seeking information rather than waiting for it to be received. Time is of the essence in all communication matters.</i></p> <p><i>Calls and emails:</i></p> <ul style="list-style-type: none"> <i>The Director of Services of Agency B will check in by phone weekly with the Program Director of Agency A to give a general update. If there is a contentious situation, these calls should be made at least three times per week until the situation is resolved. Messages left by either partner will be returned by the other Partner by the end of the business day.</i> <i>If important information is to be communicated, or new agreements are made, phone calls should be followed by an email summary of decisions made. The person initiating the call is responsible for summarizing this information, but either partner may add to the information.</i> <p><i>Notice of meetings & notice of decisions made:</i></p> <ul style="list-style-type: none"> <i>Meetings will be set at the beginning of each quarter for the next three months. The schedule will be mutually agreed to by all partners. No single partner may call a meeting outside of this schedule, unless it is of an urgent nature.</i> <i>A schedule of meetings will be distributed by Agency B. Reminders and meeting agendas will be sent by email but it is the responsibility of each partner to keep track of the meeting schedule and materials as needed.</i> <i>If any partner cannot make a meeting and an alternate time cannot be arranged, a delegate will be sent. Non-attendance of the meeting does not invalidate any decisions made at the meeting.</i> <i>While formal minutes need not be kept, decisions made at all meetings (along with who is responsible for action items and by when) will be documented and sent to all partners (in attendance and absent) by email within two business days.</i> |
| Human Resources | <ul style="list-style-type: none"> If new staff are hired as part of the partnership, one agency must be designated as the legal employer and take on all legal and other employment related obligations as required by law and relevant statutory requirements including employment standards, and human rights or health and safety complaints and investigations. | <p><i>As of (date), Agency B is considered the legal employer of the (position/employee). As such, Agency B is responsible for and will follow its regular and established personnel policies and work practices related to the hiring, supervision, performance management, payroll, benefits, direction, discipline and work activities for this position.</i></p> <p><i>In the event that Agency B chooses to terminate the employment of the position for any reason, Agency B will notify the other organizations/Partners in writing prior to the termination. The amount of any termination payment (or pay in lieu of notice) will be based upon the calculation as set out by the Employment Standards Act and will be the sole responsibility of Agency B as the</i></p> |

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| | <ul style="list-style-type: none"> • If existing staff are assigned to the project, the current employment relationship should be maintained. • Canada Revenue Agency will look to the legal employer for any claims or issues with payroll and remittances. • The employer is responsible for the recruitment, selection, training, orientation, daily supervision, performance management, discipline and termination of project staff. • In the event that a consultant/ contractor is recruited to undertake the project's activities rather than recruiting a staff, one agency must be legally responsible for the contract. Similar decisions will need to be made regarding who selects the consultant/ contractor, who negotiates contracts, and who may terminate a contract. • Considerations: staff hired in a partnership need to have one clear employer and supervisor. If one of the partners wishes to provide input into staff performance monitoring, this should be given to the primary supervisor and not to the staff directly. • The organization that does the hiring will | <p><i>legal employer.</i></p> <p><i>As well, Agency B will have sole responsibility as the employer for any such claims arising from any and all other applicable employment legislation (e.g. Human Rights Code, Occupational Health & Safety Act, Employment Standards, Labour Relations Act, Revenue Canada).</i></p> <p><i>Decisions: All partners may have input into hiring decisions, but the final decision will be made by Agency B. While every effort will be made by Agency B to consult with other partners as appropriate in terms of general staff management, Agency B must respect standards of employee confidentiality, and has the right to protect its assets and reputation as the primary employer by acting swiftly if necessary in matters of discipline or termination of project staff. Discipline and termination decisions may be made unilaterally by Agency B without consulting other partners, and Agency B is not obliged to report any such confidential information to other partners of this Agreement.</i></p> |

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| | assume responsibilities not shared by other Partners and this must be recognized in the agreement. | |
| Project Decision-making | <ul style="list-style-type: none"> Confirm how decisions will be made, e.g. by consensus or majority vote. If consensus is chosen, define what consensus means. The decision-making process should be timely and streamlined to support the partnership to be successful. It should not create delays and should establish alternate delegates as a contingency in the event that one or more Partners fail to attend meetings. Agencies with low staff capacity need to consider an arrangement that is realistic, and supports the project/ initiative to move forward. Predicting such eventualities and developing guiding principles that can guide the other partners may be one solution. These principles might define the level of seriousness of an issue – and name the kinds of decisions that absolutely cannot be made without consultation of the absent partner. Another solution may be to ensure easy mobile phone access is possible for quick consultation on key decisions. | <p><i>Major decisions about the direction of the project will be voted on by a show of hands (or alternative method that is accessible to all participants) from all partners present at the meeting.</i></p> <p><i>Day-to-day decisions may be made by the staff on duty without consulting all partners, and will be made in accordance with this Agreement and will follow the employer's regular workplace practices, any applicable laws, the spirit of this Agreement's objectives, and in accordance with any adopted Terms of Reference.</i></p> <p><i>Decisions to amend or terminate this Agreement may only be made by the Executive Directors of each partner.</i></p> |
| Dispute resolution | <ul style="list-style-type: none"> Negotiate a process for inclusion in the written agreement that anticipates how disputes regarding the management of the Partnership will be handled. | <p><i>The following process will be followed if there are disputes relating to the handling of the project coming from any partner (e.g. if 3 partners are involved):</i></p> <p><i>1. Step 1: The partner with the dispute will call the other partner or partners directly and try to resolve it informally. If email will help, the issue may be laid out in a series of</i></p> |

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| | | <p><i>emails until there is resolution. Time is of the essence in responding to emails. If a resolution is agreed upon by all partners, the partner who initially expressed a concern will ensure that the agreed upon resolution is written in a follow-up email.</i></p> <ol style="list-style-type: none"> <i>Step 2: If the issue cannot be resolved by phone, an in-person meeting will be arranged. Relevant partners will be invited, unless confidential human resources issues are being discussed.</i> <i>Step 3: If the issue cannot be resolved after a meeting, the issue will be brought to the supervisors of the staff in question. If the dispute is between Executive Directors, and funding is at stake, the funders will be informed of any issues that cannot be resolved. A second meeting will take place with the funders, if the funders are willing.</i> <i>Step 4: If the issue still cannot be resolved, the Agreement will be amended or terminated if no consensus can be reached regarding the terms of the amendment.</i> <p><i>Exceptions to this process may be made in the following circumstances:</i></p> <ol style="list-style-type: none"> <i>Disputes regarding staffing, which may need to be handled while respecting employee confidentiality or obligations under employment law or the collective agreement.</i> <i>If the dispute is regarding a human rights issue, in which case it will be handled as per each agency's non-discrimination/ equity policies, and in compliance with the Ontario Human Rights Code.</i> |
| Ownership of property purchased | <ul style="list-style-type: none"> Consideration should be given to defining who owns, at the end of the agreement, materials, equipment and other property obtained during the life of the agreement. Note that this may be defined by your funding guidelines. | <p><i>Computers purchased by the project will remain the property of Agency A after the project terminates. Any office furniture will remain the property of Agency B after the project terminates.</i></p> |
| Insurance | <ul style="list-style-type: none"> Confirm the type and amount of insurance that must be held by all partners. It is best to ask for recommendations on what is required from one Agency's insurance broker. | <p><i>No partner will rely upon the other for fire, liability, or other insurance coverage. All partners will pay for and keep in full force and effect Comprehensive General Liability Insurance of not less than five million dollars (\$5,000,000) per occurrence.</i></p> <p><i>All partners will provide to the others evidence of such insurance policies, in the form of original documents, before any partner begins work under this agreement.</i></p> <p><i>In addition, Agency A, at its own expense, will be responsible for insuring the [insert any particularly expensive equipment not contained in regular insurance clause – perhaps medical</i></p> |

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| | | equipment?] <i>against loss or damage while such equipment is in its possession.</i> |
| Protection against liability | <ul style="list-style-type: none"> Suggest a clause that will protect all partners. While a long legal clause may be requested by partners, remember that this is not intended to be a legal document. | <p><i>All partners agree to indemnify one another against any and all losses, claims, damages, actions, and causes of actions.</i></p> <p><i>No partner will be liable to any other partner for any damages in connection with the services jointly offered in this agreement.</i></p> |
| Reporting | <ul style="list-style-type: none"> Clarify the expectations from government or other funders regarding reporting. Assign responsibilities to collect data and produce narrative, financial or other reports for this purpose. Confirm expectations of your boards of directors in terms of reporting. | <p><i>The reporting of project data to funders will happen quarterly, as per the requirements of each funder.</i></p> |
| Monitoring & Evaluation | <ul style="list-style-type: none"> Determine if the project/ initiative will undergo a formal 3rd party evaluation. Confirm the role of each partner in evaluation or monitoring (this may go beyond funding or reporting requirements). If an evaluation is to be done, consider external resources² that might help the team make decisions on scope and process. | <p><i>In addition to regular narrative, statistical and financial reporting to funders, the project/ initiative will be subject to a formal process and outcome evaluation conducted by Marville & Associates, or any other firm as contracted by Agency B, and as agreed to by Agency A.</i></p> <p><i>Staff of Agency A & Agency B will make every effort to facilitate this evaluation. As manager of the contract with the evaluators, Agency B will require interim reports in June 2018 and a final report by June 2020.</i></p> |
| Continuity | <ul style="list-style-type: none"> Include a section that states the agreement is intended to stay in force, even if the particular individuals who sign | <p><i>This Agreement is intended to continue until its termination or renewal date, regardless of any staffing or leadership changes in any of the partner organizations.</i></p> |

² The following resources may be of use: 1) CAMH Partnership Evaluation Toolkit: http://knowledge.camh.net/reports/clinical/Documents/PET_March_2008.pdf; and 2) Public Health Ontario: Resource List for Evaluating Collaborations & Partnerships <http://www.publichealthontario.ca/en/erepository/Community%20Partnerships%20Evaluation%20Resource%20List.pdf>

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| | it are no longer in their jobs. | |
| Conflict of interest | <ul style="list-style-type: none"> Include a section that defines what constitutes a conflict of interest among the partners, how that conflict should be declared and how that conflict will be resolved. | <p><i>Conflict of interest is defined as any personal or institutional benefit that goes beyond the mutual benefit that derives from this Partnership Agreement. Any such benefit must be declared and if possible, the partner representative should excuse him/herself from the discussions in question.</i></p> |
| Amendments | <ul style="list-style-type: none"> Spell out how and when any amendments to the agreement should be made. For instance, it would be important to state that all partners have to agree to the amendment. | <p><i>Amendments to this Agreement may be made at any time but must be made with agreement by all partners. If fewer than all partners make an amendment, that would be a separate Agreement.</i></p> <p><i>Amendments to this Agreement signed by all partners will supersede this Agreement.</i></p> <p><i>Any partner may propose an amendment to the Agreement by submitting, to the other partner(s), an email or letter that indicates the proposed amendment and the reason an amendment is deemed necessary. Other relevant information may be included in the email or letter.</i></p> |
| Ending the Partnership | <ul style="list-style-type: none"> This section anticipates what steps would be needed if any partner to the agreement wants to break it. State what actions by any partner might constitute breaking the agreement. Suggest giving 60 calendar days written notice, by regular mail. Suggest pro-rating any remaining financial contribution in the event of dissolution. Suggest a clause stating that indemnity, ownership of data or property, and confidentiality all survive beyond the | <p><i>Any partner may initiate the ending of the partnership. The process would be as follows:</i></p> <ul style="list-style-type: none"> <i>The partner initiating the end/ dissolution of the agreement will give written notice, by regular mail, at least sixty (60) calendar days prior to intended termination.</i> <i>The following actions will be considered to immediate break this Agreement and may lead to its immediate termination, if any of the other partners individually wish it to be so:</i> <ul style="list-style-type: none"> <i>Failing to make a financial contribution</i> <i>Breach of dispute resolution protocol</i> <i>Breach of agreements regarding human resources management</i> <i>Breach of confidentiality or privacy as defined in this agreement</i> <i>Failure to negotiate in good faith an amendment to the Agreement</i> <i>Prior to terminating the agreement, any breach mentioned above may be dealt with as per the dispute resolution process.</i> <i>In the event of an end to the Partnership, any remaining financial contribution of Agency A to Agency B will be pro-rated to the remaining term of the Agreement.</i> |

| Section | Considerations | Sample Text for Illustrative Purposes |
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| | termination or dissolution of the agreement and as stipulated in funding agreements. | <ul style="list-style-type: none"> <i>Indemnity, ownership of data or property, and confidentiality all survive beyond the termination or dissolution of the Agreement, or the end of the partnership, and as stipulated in funding agreements, and in the section on Ownership of Property Purchased.</i> |
| Signature page | <ul style="list-style-type: none"> Executive Directors/ CEOs should sign the agreement – not for legal reasons, but because the process of bringing in senior leadership is important to ensuring that the terms of the partnership are supported at the highest organizational level. For entities that are not legally incorporated, it is important that the Executive Director of the Trustee organization sign, for the same reason—and because trustees must be aware of any actions of the entities they sponsor that could affect brand, liability or finances of the trustee as well as the entity being trustee. | <p><i>We, the undersigned, accept and agree to adhere to the above agreement:</i></p> <p>1) _____ <i>(Signature)</i> _____ <i>Signature of Witness</i></p> <p>_____</p> <p><i>Printed Name</i> _____ <i>Printed Name of Witness</i></p> <p>_____</p> <p><i>Date</i> _____ <i>Date</i></p> <p>2) _____</p> <p><i>(Signature)</i> _____ <i>Signature of Witness</i></p> <p>_____</p> <p><i>Printed Name</i> _____ <i>Printed Name of Witness</i></p> <p>_____</p> <p><i>Date</i> _____ <i>Date</i></p> <p>3) etc...</p> |

5. Template #2 – Letter of Agreement

- The following template is for simple agreements: one-off or short-term events or projects with little complexity. The letter is written from 1 organization to another (or to 2 or more organizations). It states the terms of a previous discussion or proposes terms.
- If there are more than 2 partners in the venture, 1 letter detailing the agreement to both parties may be appropriate – or 2 or more letters may be required.
- Several drafts may be necessary before final agreement is reached and the document can be signed off.

| Section | Considerations | Sample Text for Illustrative Purposes – example A | Sample Text for Illustrative Purposes – example B |
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| Date, name, address, salutation and subject line | <ul style="list-style-type: none"> Addressed as a regular business letter, with a subject line that would otherwise be the title of an agreement. | <p><i>September 30th, 2016</i></p> <p><i>Ms. Sue Jattery Executive Director Trillium Community Health Centre 125 Riverside Drive Smallcity, Ontario</i></p> <p><i>Re: Joint Booth at Smallcity Pride</i></p> <p><i>Dear Ms. Jattery,</i></p> | <p><i>September 30th, 2016</i></p> <p><i>Ms. Sue Jattery Executive Director Trillium Community Health Centre 125 Riverside Drive Smallcity, Ontario</i></p> <p><i>Re: Mutual Referral Agreement: HIV & HepC testing, treatment, counselling and adherence support.</i></p> <p><i>Dear Ms. Jattery,</i></p> |
| Summary of the joint venture | <ul style="list-style-type: none"> Refer to the prior conversation/ negotiations. Briefly summarize what the 2 or more organizations will be doing together. Although the letter isn't intended to be legally binding, it isn't necessary to say so. If you are going to include a sentence saying so, consider whether or not it will be considered a) alarming; or b) as licence to take the commitments less seriously. | <p><i>Thank you for our conversation of September 15th. We're very pleased to be embarking on this partnership with you to jointly staff a table at Smallcity Pride to provide HIV, HepC & STBBI prevention information on June 25th, 2017. This letter of understanding describes the general arrangements we've agreed to.</i></p> | <p><i>Thank you for our conversation of September 15th. We're very pleased to be embarking on a formalized referral system between our two organizations. This letter of understanding describes the general arrangements we've agreed to.</i></p> |
| Tasks of the service provider and the receiver | <ul style="list-style-type: none"> Organize tasks by organization and staff. For events confirm set up, | <p><i>As per our conversation, the following are the tasks we agreed to and who would do them:</i></p> <p><i>1. Set up:</i></p> | <p><i>As per our conversation and the details worked out between our managers:</i></p> <p><i>1. Referrals from AIDS Committee of Smallcity</i></p> |

| Section | Considerations | Sample Text for Illustrative Purposes – example A | Sample Text for Illustrative Purposes – example B |
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| | staffing and take down agreements. | <p><i>a. Two staff of our organization, the AIDS & HepC Committee of Smallcity, will arrive at the site promptly at 8am with a table, chairs, HIV & HepC materials (500 copies of each) and a frame on which we can post the joint banner we will have produced. Our staff will assist your staff with setup.</i></p> <p><i>b. Two staff of Trillium will arrive promptly at 8am at the site with refreshments for staff of both organizations, a parasol big enough to cover four staff, all of your materials (500 copies of each), and your banner. Your staff will assist ours with setup.</i></p> <p><i>2. Activities during the day:</i></p> <p><i>a. Staff of both organizations will staff the booth. Staff will arrange amongst themselves to take staggered breaks of up to 15 minutes each and a lunch of 30 minute so that no fewer than two staff are at the booth at any time.</i></p> <p><i>b. Staff of both organizations will hand out materials from either organization and will answer questions about those materials wherever possible.</i></p> <p><i>c. Staff will track how many of each document was distributed the number of conversations held and the topic discussed. The method of tracking this will be determined in a joint teleconference of the staff staffing the booth.</i></p> | <p><i>to Trillium CHC for anonymous HIV testing services:</i></p> <p><i>a. If a client or prospective client could benefit from anonymous HIV & HepC testing or treatment services, we will i) inform them of TCHC's services, explain the service in full, and offer to make a referral and accompany them to your clinic.</i></p> <p><i>b. Our staff will ask for consent to refer to Trillium CHC before contacting your clinic.</i></p> <p><i>c. We will complete the form jointly developed between our organizations (attached) and have the person sign – and then fax it to the number you have provided.</i></p> <p><i>d. We will accompany the client to testing appointments, including the follow-up when results are given.</i></p> <p><i>e. We will accompany the client to his first treatment appointment.</i></p> <p><i>f. You will track annual statistics of referred clients to indicate the number of positive and negative test results.</i></p> <p><i>g. If a client informs us that s/he has tested positive, we will ensure that they are aware of and supported in adhering to their HIV treatment regimen.</i></p> <p><i>2. Referrals from Trillium CHC for HIV & Hep C support services:</i></p> <p><i>a. Trillium CHC will refer all patients who test positive for HIV and/or HIV/HepC co-infection to the AIDS Committee of</i></p> |

| Section | Considerations | Sample Text for Illustrative Purposes – example A | Sample Text for Illustrative Purposes – example B |
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| | | <p>d. The booth will be staffed by both organizations from 9am until 3pm.</p> <p>3. Take down:</p> <p>a. Booth takedown will start at 3pm.</p> <p>b. All staff will participate in booth takedown. No staff will leave until the booth is completely dismantled and all materials are packed away in cars or taxis. It is understood that your staff, Rob Sever, will not carry heavy items.</p> <p>c. The banner will be stored at your organization after the event.</p> <p>4. Follow-up:</p> <p>a. Each organization will tally the statistics regarding materials and the type of conversations held with attendees, and will report to one another within one week of the event.</p> <p>b. Within one month, staff will hold a teleconference to debrief and generate ideas to improve the collaboration in the future.</p> | <p>Smallcity, with their consent.</p> <p>b. You will send all referrals via email to referrals@smallcityHIVHepC.org.</p> <p>c. You will use the form we jointly developed between our organizations (attached).</p> <p>d. We will provide HIV & HIV/HepC co-infection supportive counselling and will offer: a) participation in our treatment adherence support group, and b) other treatment adherence services.</p> <p>e. With the client's consent, we will contact your staff to ensure a joint approach to treatment adherence.</p> <p>f. You will designate a contact for each client at time of referral.</p> <p>g. Using the form we jointly developed and with client consent, we will develop a tracking system to monitor adherence of clients participating in this joint referral system.</p> |
| Key dates | <ul style="list-style-type: none"> Determine timing & end-date, including milestones for the work to be done. | <p><i>It is agreed that the planning for this should begin immediately and as indicated above, debriefing should be completed within a month of Smallcity Pride. A proof of the banner design should be sent to Jeffrey Chin for approval by May 30th and will be printed by June 15th. All print materials should be ready the week before the event.</i></p> | <p><i>It is agreed that this program will start November 1st, 2016, and be reviewed after six months, again on October 31st and thereafter, annually.</i></p> |
| Provision for unforeseen events and circumstances | <ul style="list-style-type: none"> Include a sentence or two to plan for hiccups in the process; staff non- | <p><i>If at any point any of our respective staff brings to our attention the non-cooperation of one another's employees, or any concerns</i></p> | <p><i>We have agreed that my manager, Jeffrey Chin, and your manager, Belinda Franklin,—or their successors if they should leave their positions--</i></p> |

| Section | Considerations | Sample Text for Illustrative Purposes – example A | Sample Text for Illustrative Purposes – example B |
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| | cooperation, unforeseen incidents on the day of the event, etc. | <p><i>whatsoever, we agree that my manager, Jeffrey Chin and your manager, Belinda Franklin, will have a phone call to address the situation promptly – and if they are on leave at the time, that we will address the situation ourselves.</i></p> <p><i>On the day of the event, each organization will ensure that a manager is on call and reachable by phone to troubleshoot situations that staff do not feel comfortable dealing with themselves. Managers will be reachable to one another.</i></p> | <p><i>will work together to iron out any problems in the implementation of this new program and that if necessary, we will intervene to assist with problem solving.</i></p> |
| What goods/ equipment or other non-staffing resources you'll provide (if not already specified) – and who will provide these, billing terms, etc. | <ul style="list-style-type: none"> • If not already specified in the activities section, it should be noted exactly what equipment, goods or other non-staffing resources each organization will be paying for or providing. • Specify if any organization will bill the other for costs. | <p><i>As agreed, you will bill us for half of the cost of the production of the banner which we will then co-own.</i></p> | <p><i>We've agreed that we will jointly share the cost of a brochure, bearing our two logos that will outline our collaboration. We will produce the brochure with your sign off and bill you for half of the cost.</i></p> |
| Signature | <ul style="list-style-type: none"> • Ask for acknowledgement and sign. | <p><i>I'd be grateful if you could acknowledge receipt of this letter and your agreement to the terms we've outline. I look forward to our collaboration.</i></p> <p><i>Best wishes, Paul Schein, Executive Director</i></p> | <p><i>I'd be grateful if you could acknowledge receipt of this letter and your agreement to the terms we've outline. I look forward to our collaboration.</i></p> <p><i>Best wishes, Paul Schein, Executive Director</i></p> |