



Checklist for Partnership Agreements

The purpose of the checklist is to help partnerships identify terms and conditions of an agreement that may be important to consider. The agreements will need to be negotiated with partner agencies who are likely to bring different experiences, perspectives and priorities with respect to necessary terms and conditions.

General

- Make sure terms are used consistently throughout the entire document (e.g. if the agreement includes a “report” call it the report throughout – do not call it different terms (like “report”, “analysis”, “document”) because it gets confusing.
- If a word is capitalized it usually means it is a defined term or it refers to a section in the agreement. For example, if the agreement refers to the “Fee” or “Services”, you should be able to look at a section in the agreement where the “Fee” or “Services” description is set out. Once a term is defined, make sure you use that exact term throughout. For example, if “Mount Sinai Hospital” is defined as “MSH” – use MSH throughout.
- If Mount Sinai staff did not draft the agreement, make sure you read it carefully (including any attachments). Do you agree with everything? If not – change it. Do you understand everything? If not – ask for some advice or seek clarification from the other side.

Background & Mandate

- Specify how the partnership was initiated, identify who is funding the partnership, state the priority need/issue to be addressed, and the target population(s) to be served.

Parties

- Describe who is involved
- Include each partner’s legal name [NOTE: Include Mount Sinai Hospital as the party (that is our legal name – although an agreement may deal with a specific department or clinic of Mount Sinai Hospital, the party to the agreement must be the corporation of Mount Sinai Hospital, not its department or clinic.)]
- Any person signing on behalf of Mount Sinai Hospital must be an authorized signatory and will be signing for the corporation, not in his or her own right or on behalf of a clinic or department.
- If the agreement is with multiple partners, each partner becomes a party to the agreement.
- Unless a network is a formal legal entity, each member of the network must be a party and must sign the agreement.



Purpose of the Partnership Agreement

- Identify what the partnership agreement proposes to do, and who it is applicable to, for example:
 - *The purpose of this partnership agreement is to document arrangements between the lead agency and partner agencies.*
 - *All parties agree to be guided by the terms and conditions set out in this agreement.*

Partnership Values & Guiding Principles:

- If possible, clarify the values and/or guiding principles that govern the partnership, for example:
 - *Communities will be active partners in the project, and will be supported to participate in various project phases.*
 - *All activities and practices will uphold the principles of diversity, equity, anti-oppression, respect, and inclusiveness.*
 - *Project partners will have an equal voice in decision-making.*

Project Outcomes, Activities, Term, and Timelines

- Clearly state the shared outcomes and activities that all parties will endeavour to achieve.
- Outcomes are the expected accomplishments, for example, *To increase knowledge of community resources.*
- Activities are the specific actions that will contribute to the identified outcomes, for example, *Deliver parent workshops.*
- Specify the duration of the partnership, and the anticipated dates for specific outcomes/activities.
- Identify a clear term for the partnership, for example
 - *This partnership will start on * (date) and end on * (date).*
- It is recommended that community partnerships have a term of 1 – 2 years (you can always renew on the same terms if things work out).



Roles & Responsibilities

- Specify the roles and responsibilities of the following:
 - Lead/Trustee Agency
 - Partner Agencies
 - Advisory/Steering Committee
 - Working Groups
 - Partner Agency staff
 - Staff hired by the partnership
- Clarify reporting relationships.
- Clarify employment relationships. For example:
 - *XYZ Community Partner shall be the employer of XYZ Counsellors providing Services under this Agreement. Nothing in this Agreement shall be construed so as to deem MSH as the employer of the XYZ Counsellors. XYZ Community Partner is solely responsible for the salary, pension, insurance and other coverage for XYZ Counsellors and for related withholdings, remittances and deductions. XYZ Counsellors are expressly not covered under MSH Workplace Safety and Insurance coverage. Any and all arrangements concerning such coverage are solely the obligation of XYZ Community Partner. MSH shall not be responsible for payment of Workplace Safety and Insurance Board premiums or claims for XYZ Counsellors.*
- Develop a terms of reference for any project committees (e.g. Advisory/Steering Committee, and Working Groups) detailing:
 - Committee/Group Mandate
 - Areas of responsibility (e.g. strategic planning, project activities, project evaluation, etc.).
 - Process to elect/appoint Chair/other designates, and to address absenteeism of members.
 - Permission to establish other committees to fulfill their responsibilities.
 - Quorum (e.g. 50% +1 of the members must be present in order for the meeting to take place).
 - Frequency of Meetings.
 - Declaration of conflict of Interest

Policies & Procedures

- Identify the policies and procedures that agency and partnership staff will adhere to. For example, the partnership may wish to identify particular policies and procedures for the partnership, or it may simply state *that the policies and procedures of the lead/trustee agency will govern the partnership.*
- Policies/procedures might include but are not limited to: staff hiring, supervision and training, conflict of interest, diversity and human rights, privacy and confidentiality, access and equity, computer security, and logo and identity policies.



Inter Agency Communication

- Identify key contacts for the partnership (by position) with all relevant contact information.
- Identify the frequency of meetings between partner agencies (consider advisory committee meetings and working group meetings) and specify who is responsible for initiating meetings, setting meeting agendas, and chairing/facilitating these meetings.
- Specify how partners will communicate between meetings (e.g. by e-mail or fax, providing all members are included in correspondence).
- Suggest how representatives will maintain ongoing communication within their own organizations so that their Board, Management, Staff and Volunteers are clear about project objectives and responsibilities.
- Clarify rules and expectations around confidential business information especially if:
 - personal health information (patient information) is to be collected, used or disclosed in the course of the partnership (there are specific legal obligations); or
 - the nature of the partnership itself or the information exchanged is sensitive to one of the partners.

Relationship Between the Parties

- A “partnership” has a legal meaning that we generally do not intend when engaging in relationships with the community. In a true legal “partnership”, assets are considered to be pooled and as a result, all parties to a partnership are liable for the obligations of all the partners and can be liable for the actions of all the partners. This means Mount Sinai could be responsible for another party’s liability, even if the liability is not the fault of Mount Sinai. If you can change the title to **“Collaboration Agreement”** that can be helpful from a legal perspective to explaining the real legal relationship. Some sample language to clarify the relationship is:
 - *Although we have used the term “partner” and “partnership” we do not intend to create a legal partnership with pooled assets or shared liability or both. We only intend to be responsible and liable for our own actions (or omissions) under in this agreement. Nothing in this agreement shall be construed to create a relationship of partners, joint ventures, or any other similar relationship between us. No representations shall be made or acts taken by any of us that could establish any apparent relationship of collaboration, joint venture or any other similar relationship between us.*
 - *We acknowledge and agree that we are each independent contractors. We are not agents or representatives of the other for any purpose other than as we have agreed in this agreement.*
 - *Neither of us has any authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of the other.*



Decision-Making Processes

- Clarify how ideally the partnership will make decisions regarding the partnership, including representatives and committees that are responsible for facilitating decision-making, and procedures to be followed by these individuals/committees.
- For example:
 - *The Steering/Advisory Committee will strive for consensus in all of its decisions. In instances where consensus is not possible, the Chair can request that an issue be put to a vote where each partner is entitled to one vote and a simple majority will decide the outcome.*
 - *Decisions must have the agreement of a majority of all Project Partners (not merely a majority of those present at a meeting).*
 - *A regular meeting schedule will be established, and agendas will be circulated at least 2 days prior to each meeting. Each agenda will include time for new business arising where members may bring forward any issues of concern.*
 - *Any project partner may request additional meetings by providing a minimum of one week's notice to all project partners.*
 - *In emergency decisions, the Lead Agency will have the responsibility to make decisions on behalf of the partnership (e.g. responding to emergency occurrences), providing they have made a reasonable attempt, wherever possible, to involve project partners, and as long as the mandate, values and objectives of the partnership aren't compromised by the decision.*

Resolving Conflicts & Complaints

- Identify a process to resolve conflicts in a productive way, for example:
 - Invite project partners, staff and volunteers to deal with conflict in a positive way by naming, sharing and discussing issues as they arise, and taking all steps necessary to resolve issues.
 - Where possible, project partners will attempt to resolve conflict at the operational/working group level.
 - Project partners share equal responsibility to bring unresolved issues of conflict or instances of unfulfilled partner responsibilities to the Advisory/Steering Committee for resolution. In the event that such issues are not brought forward, the representative from the lead agency will be responsible for bringing issues forward to the Committee.
 - Parties should address conflicts involving 2 or more individuals/agencies in a face to face meeting where the conflict/complaint is named and described, and where a mutually acceptable solution is negotiated. Options include:
 - *The Steering/Advisory Committee will convene a meeting to address any conflict/complaint in an open fashion.*



- *The Committee will form a sub-group that will be responsible for managing the conflict resolution process.*
 - Conflicts and complaints should be documented (in a general way – without reference to names or complainants) by the Project Coordinator and/or the Advisory/Steering Committee for purposes of reporting to the relevant Management and Program Committees, and where applicable to Board Members/Management in the partner agencies. Discussions aimed at resolving disputes between individuals should be kept confidential at all times.
- Identify the process to resolve conflicts that can't be resolved using the above process, for example:
 - *A neutral person/agency will be appointed to facilitate a conflict resolution process.*
 - *Decisions arrived at through this process will be final.*
- It would be highly unusual to have a mediation or arbitration clause in a community partnership agreement (because such activities are very costly).

Risk Management Provisions

- Identify the insurance coverage each partner holds.
- Identify who has responsibility in the event something goes wrong (be especially careful to identify any high risk activities and how such risks will be managed and by whom) (each partner usually bears its own liabilities).
- Clarify Workplace Safety and Insurance responsibilities.
- Identify any legislated or regulatory obligations to be followed (for example, the parties will comply with the Personal Health Information Protection Act, 2004).
- Identify any internal policies to be followed.
- Include indemnifications (it is typical to have mutual indemnification but many small agencies cannot commit to this as they cannot insure against).
- Where these requirements pose a significant barrier to collaborating with small community-based and/or grass roots organizations, these issues should be identified at the onset of the partnership and staff should seek consultation with the Office of Risk Management.



Addressing Proposed Changes to the Partnership

(e.g. termination of partnerships, project enhancements/proposals for funding, & membership changes)

- Identify the process to withdraw from/to terminate the partnership, for example:
 - *Project partners will provide a minimum of 3 months' written notice to the Steering/Advisory Committee regarding their intention to withdraw from the partnership, and will complete any outstanding reporting and service delivery commitments.*
 - *The lead agency will provide a minimum of 3 months' written notice of their intention to withdraw from the lead agency role or the partnership itself, and will continue to act as the lead agency for the project until a process of changing the lead agency is completed with the funder.*
 - *Instances where project partners are not maintaining their commitments to the project will be brought forward to the Steering/Advisory Committee for discussion and conflict resolution if required. Any monies already received or all monies received must be returned to the lead agency if this agreement is terminated before the date of termination agreed upon.*
 - *In the event of Force Majeure (e.g. an unplanned event outside the control of either or both parties, such as SARS) the tenets of this contract may be suspended. In the event such an event does occur, both parties will discuss how, if at all, partnership activities will be impacted.*
- Identify the process to enhance/expand the existing partnership, for example:
 - *Proposals to enhance/expand the existing partnership (e.g. seek additional funding to address new objectives, or to serve larger numbers of clients) will require discussion with the Board and Management of each of the partner agencies. Such enhancements will only be pursued if the lead agency, and partner agencies confirm that they have the support of their individual agencies to proceed.*
 - *Proposals that seek to address objectives that are part of the existing partnership agreement should be discussed with the current funder before proceeding.*
- Identify the process to add members to the partnership, for example:
 - *The Steering/Advisory Committee will review written letters of intent from any partners wishing to join the partnership; will determine that the prospective partner shares the core values of the project; and will decide upon their inclusion as an Associate or Project Partner based on how their participation will enhance the project objectives and effectiveness.*

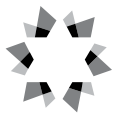


Finances & Administration [NOTE: review signing authority policy]

- Specify who is responsible for setting and changing the project budget.
- Indicate who is authorized to make spending decisions once the budget is set.
- If applicable, clarify how and when partner agencies will receive payments for services rendered/expenses incurred (e.g. terms of payment, and documentation required).
- Indicate who will have responsibility for providing accounting services.
- Specify how administrative support for the partnership will be provided.
- Outline how the partnership will address a budget deficit, for example:
 - *The assumption of the Steering/Advisory Committee is that there will be no deficit because Agency Partners will have to live with assigned budget funds (Budget revisions may be proposed to the Steering/Advisory Committee through working groups and/or project staff/coordinator)*
- Identify what will happen with the funding if the partnership ends early and what needs to be returned and the criteria of how that dollar value will be calculated.

Evaluation Plan

- Indicate who is responsible for initiating and conducting the evaluation.
- Outline the critical indicators of success, and the appropriate tools/mechanisms to measure these (NOTE: These should link with the proposed work plan).
 - *The Steering/Advisory Committee will develop a detailed evaluation protocol which will be used consistently for all Centre activities and services, regardless of site.*
- Specify when and how this will take place.
- Clarify who will participate (e.g. partner agencies), and what their roles and responsibilities will be. For example:
 - *Service providers are responsible for providing data to the lead agency according to the identified data element definitions and established timelines.*
- Identify how the Steering/Advisory Committee, and the Boards/Management of individual partner agencies will monitor and respond to the results of the evaluation.
 - *In an effort to continually improve services, the Steering/Advisory Committee, and Partner Agencies will monitor program operations and examine client satisfaction of programs. Improvements will be incorporated into programs on an ongoing basis.*
 - *One Committee meeting every six months will be dedicated to a partnership review where emerging issues/concerns will be discussed.*



Involvement of Program Participants and Community Members

- Identify how community members or program participants will participate in program planning and evaluation. For example:
 - *The Project Coordinator will have the responsibility to convene and support a Program Committee comprised of Associate and Community Partner representatives and program participants. This committee will identify program and service-specific concerns and broader issues of concern in the target community.*
 - *Program participants will provide feedback at regular intervals via client satisfaction surveys.*

Signatures

- Designated representatives of lead and partner agencies (Executive Director and/or Board Chair) will sign the partnership agreement.
 - By signing this partnership agreement each agency in the partnership agrees to comply with the terms and conditions set out in this document.
- Consider the Mount Sinai signing authority policy

Seek Additional Advice

The Director Community Development and Integration supports all community partnerships at Mount Sinai and will facilitate legal review as necessary.

If the partnership agreement has any of the following components get some additional advice from the specified positions:

- ***New legal entity:*** if the partnership will create a new legal entity (like a spin-off corporation or a joint venture) it is no longer a community partnership. Speak with the Business Development Office and you must get Senior Management approval
- ***High-risk activities:*** if the partnership involves high-risk activities that could lead to injury, death or property damage, speak with Risk Management to get insurance coverage
- ***Clinical Services Off-Site:*** if the partnership involves Mount Sinai providing clinical services off-site (anyplace other than a Mount Sinai site), speak with Risk Management to get insurance coverage and notify the Senior VP Patient Services
- ***Health Information:*** if the partnership involves the exchange of identifiable health information, speak with the Privacy Office
- ***Exchange of Money:*** if the partnership involves the exchange of money, review the Financial Signing Authority Policy and speak with Finance to set up the necessary accounts
- ***Hiring Staff:*** if the partnership requires Mount Sinai to hire staff, speak with Human Resources