

**Template for a Memorandum of Agreement (MOA) for
Ongoing Collaboration between HIV Prevention and HIV Care**

For many jurisdictions, the submission of the 2017-2021 Integrated HIV Prevention and Care Plans was the first time they had submitted plans that integrated both HIV prevention and care activities. Implementation of the Integrated Plan activities requires ongoing collaboration between prevention and care as well as between the Health Resources and Services Administration’s Ryan White HIV/AIDS Program (RWHAP) Parts A and B. Memoranda of Agreement (MOA) between planning bodies or programs can help jurisdictions that are responsible for implementing Integrated Plans by outlining the scope, structures, and processes for ongoing collaboration. This modifiable MOA template may be used to outline the agreed upon scope, structures, and processes for ongoing collaboration and the specific tasks and responsibilities of each entity.

**How to Use This Document**

Instructions and helpful tips for developing each section of the MOU are provided below. Please note, the text highlighted in yellow within the template indicates fillable form areas that should be customized with information specific to your jurisdiction.

**Time Period**

This section details the specific time period for which the MOA is in effect, as well as instructions for how it can be extended beyond the specific dates or terminated early.

**Scope of Collaboration**

This section outlines the general topic areas of work that all parties will collaborate on during the time period of the MOA. Examples include implementation of the work plan, monitoring progress towards work plan tasks, goals and objectives, needs assessment activities, and data and information sharing.

**Specific Tasks/Responsibilities of Each Party and Shared Responsibilities**

This section corresponds to the Scope of Collaboration section and details the specific tasks and responsibilities that all involved parties are responsible for completing. These tasks include both individual tasks for specific care or prevention entities, as well as tasks that all parties are responsible for participating in and/or completing. Examples of tasks and responsibilities of all parties are provided in the relevant section of the MOA template below. However, ultimately, these will depend on the level and scope of collaboration outlined in the previous section and should be personalized to your jurisdiction.

Tasks and responsibilities should be specifically outlined. For example, they should delineate and define expectations for level of participation in specific meetings, types of data analysis reports to be created (e.g. those that support both Care and Prevention efforts), and membership requirements for planning bodies.

**Identification of and Plans for Addressing Expected Challenges**

Recognize the potential for challenges related to collaboration, different requirements and expectations of multiple funders, different funding cycles, and different “cultures” including terminology between prevention and care of each planning body. In order to mitigate the impact of these challenges, establish an agreed-upon way to address such issues.

**Cost Sharing Plan**

The collaborative planning work of HIV Prevention and Care bodies will likely require financial resources, such as meeting costs for food and space rental, travel costs for consumers participating in planning work, and any resources required for needs assessment activities. Parties should specifically detail who is responsible – and at what level – for providing funding for the various activities outlined in the MOA before such costs are incurred.

**Managing Disagreements**

Disagreements about the MOA and/or its implementation may arise throughout the collaborative planning process. As a way to proactively mitigate such disagreements, MOAs should specify the process to be used to address and resolve such issues, including both an internal process and potential use of an outside mediator, if needed.

**Memorandum of Agreement (MOA) for Ongoing Collaboration between HIV Prevention and HIV Care**

**Purpose and Expected Impact of the MOA:** This Memorandum of Agreement (MOA) describes the agreed-upon scope, structures, and processes for ongoing collaboration between the HIV Prevention Program and Ryan White HIV/AIDS Program (RWHAP) Select a Part in Jurisdiction name. It is intended to guide and clarify responsibilities for ongoing collaboration for the implementation and monitoring of the Integrated HIV Prevention and Care Plan and/or in other joint activities between:

* Add Entity Name (e.g. Planning Body Name)

The expected impact of the collaboration includes:

* Improved coordination of HIV prevention and care activities and services across the jurisdiction
* Improved outcomes, as measured by the HIV Care Continuum, progress towards the national goals and objectives, jurisdictional integrated plan objectives, and specified performance and outcome measures
* Increased communication and collaboration across HIV prevention and care providers.

**Time Period:** The MOA becomes effective once signed by all parties and continues in effect through List MOA end date. It can be extended by mutual agreement.

**Scope of Collaboration:** Jurisdiction name will collaborate on the following:

* List areas for collaboration

**Specific Tasks/Responsibilities of Each Party:**

List specific tasks and responsibilities for individual parties

**All parties will share the following responsibilities,** with tasks divided between Recipient and planning body based on the planning requirements and roles specified for Prevention and for Care**:**

**[ Sample structure, responsibilities, and challenges]  *Establishment of a Joint Committee to manage and oversee collaborative activities involving Prevention and Care.*** The Joint Committee will have a total of number members, with an equal number of representatives from Prevention and Care, including the Recipient and the Chair or a Co-Chair of each planning body. It will also include number additional representatives of each body, selected to ensure diversity in backgrounds, affiliations, and expertise; at least number consumers of prevention service (or persons from populations targeted for HIV prevention and testing) and number consumers of RWHAP services; and number individuals associated with either body but bringing needed knowledge, skills, and relationships.

1. ***Participation in mutually agreed upon community information and feedback sessions,*** initially to inform the community about the content and priorities of the Integrated HIV Prevention and Care Plan, and then to seek community input and keep the community aware of progress and challenges in plan implementation.
2. ***Implementation of the Work Plan included in the Integrated HIV Prevention and Care Plan,*** including carrying out tasks for which each party is responsible and meeting timelines specified, establishing joint committees or work groups to implement shared tasks.
3. ***Monitoring their own progress towards Work Plan tasks, objectives, and goals,*** sharing progress data with the other parties on a add timeframe basis and performance and outcomes data including QM data on a add timeframe basis, and participating in a joint review of progress towards Plan goals and objectives at the end of each program year
4. ***Collaborating on needs assessment activities relevant to both prevention and care,*** as specified in the Integrated Plan and add timeframe as agreed upon.
5. ***Sharing data with the other planning body and/or Recipient,*** including data needed to produce and interpret HIV Care Continuum analyses for subpopulations as mutually determined, and data on testing, services, client characteristics, and other agreed-upon topics. List or chart data to be shared by each party with dates for sharing, format in which data is shared, and the delivery mechanism for sharing. Be sure to include details on whether data is aggregate or client level data. Numerators and denominators for performance data should be clearly defined.
6. ***Collaborating on analysis and interpretation of data*** that benefit from both Prevention and Care perspectivesfrom various sources, to better understand trends in the epidemic, including joint review of data from different sources and studies Enter specifics about data sources and review procedures
7. ***Sharing information*** about the work of each planning body and Recipient, emerging trends, service models, and other agreed-upon topics list specific information to be shared; this includes scheduling an oral report from each planning body and Recipient at each regular meeting of the other planning body.

*9.* ***Arranging for membership cross-representation,*** with at least number members of each planning body serving as voting members of the other planning body.

10. ***Reviewing and updating the Integrated Plan,*** with reviews, updates to the Work Plan, and updating of epidemiological and other Plan data add timeframe as agreed upon with the revised Integrated Plan approved by both planning bodies.

**Identification of and Plans for Addressing Expected Challenges**

Identify expected challenges

Each planning body will have equal representation on any joint committee or other entity, and will have equal representation among the leadership of collaborative activities. Differences will be discussed and addressed by the representatives. Both parties commit themselves to ensuring that collaboration supports both Prevention and Care in meeting all funder requirements and expectations.

**Cost Sharing Plan:** No funds will be transferred from one entity to another, but all parties will share the costs of collaborative activities. The HIV Prevention Program Director and the HIV Care and Treatment Program Director(s) will discuss and agree annually on how to cover necessary costs normally covered by Recipients and by the HIV prevention planning group; the RWHAP planning body support staff and Executive Committee will discuss and agree on use of planning body support funds to help support the collaborative effort. The following principles will guide cost-sharing:

* List cost-sharing principles

**Managing Disagreements:**  Disagreements about the interpretation or implementation of this MOA will be addressed through a meeting that includes the individuals with the disagreement and the Co-Chairs of the Joint Committee or other entity responsible for collaboration between Prevention and Care and the two Recipients. This group may choose to involve a neutral third party to help facilitate discussion or serve as a mediator. If these efforts do not work, Specify who is the final decision maker – a Health Department official or the Chief Elected Official or his/her representative.

**Approval:** By signing this letter, each party commits to a full-faith effort to meet the responsibilities stated in the MOA and to assist and support the work of the other party.

# Insert Entity 1

Name of signer: Title:

Signature: Date:

# Insert Entity 2

Name of signer: Title:

Signature: Date:

# Insert Entity 3

Name of signer: Title:

Signature: Date:

# Insert Entity 4

Name of signer: Title:

Signature: Date: