

www.redditchbc.gov.uk

PARTNERSHIP GOVERNANCE FRAMEWORK AND TOOLKIT

CONTENTS

- 1. Introduction
- 2. Purpose of this Framework and Toolkit
- 3. Defining a Partnership
- 4. Corporate and executive roles and responsibilities
- 5. Mapping the Council's Partnership activity
- 6. When should the Council enter into a partnership?
- 7. Making the business case for and governance of partnerships
- 8. Reporting of partnership activities and progress
- 9. Review and evaluation of continuing involvement in partnerships
- 10. Risk assessment and risk management
- 11. Leaving partnerships
- Appendix 1 The Partnership Cycle

Appendix 2 – Making the Business Case for Partnerships flowchart

- Appendix 2a Making the Business Case for Partnerships template
- Appendix 3 Partnership Activities and Progress Reporting
- Appendix 4 Reviewing a Partnership flowchart
- Appendix 4a Reviewing a Partnership Annual Partnership review template)
- Appendix 5 Leaving a Partnership (template)
- Appendix 6 Roles and responsibilities
- Appendix 7 Partnership Database
- Appendix 8 Guidance on managing risks and opportunities in partnerships
- Appendix 9 Insurance Considerations
- Appendix 10 Model Memorandum of Understanding (i.e. governance document for a partnership)

1. Introduction

Redditch Borough Council (RBC) is committed to working with partners and recognises the value of effective partnerships in contributing to the wellbeing of its communities and the delivery of its strategic and operational objectives.

Partnerships can bring flexibility, innovation and many other benefits to address issues that individual organisations could not tackle alone. However, partnership working also presents a number of challenges. Ambiguity and confusion can arise leading to weakened accountability and reduced clarity over expected outcomes.

Any decision to enter into or to continue to participate in a partnership arrangement must be based on a sound understanding of the risks, challenges, opportunities and anticipated benefits involved. There must be consistency of approach to partnerships and a clear demonstration of the 'value for money' or 'added value' that the partnership brings.

This Framework draws distinctions between partnerships and other types of arrangements, such as networking arrangements.

2. Purpose of this Framework and Toolkit

The purpose of this Governance Framework and Toolkit is to bring clarity to the Council's partnership working and to guide partnership work. It will help the Council work with its partners to ensure that all the partnerships with which it is involved have good systems of governance.

The toolkit gives detailed guidance for each stage in the life of a partnership:

- The partnership cycle Appendix 1
- Making the business case for setting up or joining a partnership Appendices 2 and 2a
- Reporting on partnership progress Appendix 3
- Reviewing a partnership for continuing relevance to the Council's objectives – Appendices 4 and 4a;
- Leaving partnerships Appendix 5

The toolkit will ensure that for each partnership:

- The Council is clear about the purpose and expected outcomes of the partnership for the people of the Borough when entering into the partnership;
- The Council's own agreed priorities and objectives are being met;
- There is clarity and shared understanding about the role of each partner and their accountability and responsibility for outcomes;

- Performance of the partnership's activity and outcomes is monitored, reported, reviewed and evaluated to make best use of resources;
- Risks for the Council and the partnership are assessed and agreed;
- Each partnership maintains a relevance to its agreed purpose during its lifespan and an effective exit strategy is in place;
- The partnership is properly empowered and its legal status understood;
- Reviews are undertaken to evaluate success , challenge progress and improve effectiveness.

3. Defining a Partnership

The word 'partnership' is increasingly used in the public, private and voluntary sectors and can mean different things to different people. RBC defines a partnership as **a joint working arrangement where the partners**:

- Are independent bodies
- Agree to cooperate to achieve common goals and outcomes for the community;
- Plan and implement a jointly agreed programme
- Share accountability, risks and resources;
- Create an organisational structure with agreed processes and programmes.

Some of our partnerships are more significant than others in terms of the outcomes they seek to deliver, their profile/reputation and the resources that are put into them. Remember that the Council is not always the accountable or lead body for its significant partnerships.

The Council participates in some 'significant' partnerships where the partnership:

- $\circ~$ Is a legal requirement or is based on statutory guidance; or
- Coordinates, commissions or delivers activities at a Boroughwide or local level that substantially contribute towards our Local Area Agreement or Sustainable Community Strategy outcomes; or
- Is otherwise deemed by the Council to be significant for the delivery of the Council's objectives..

This Framework applies to the Council's 'significant' partnerships although the principles contained in the Framework represent good practice and should be applied to any collaborative or networking function in a proportionate way.

Certain arrangements are excluded under the partnership definition although these are still important for the delivery of the Council's objectives. These are:

• Procurement arrangements, where the Council buys in services;

- Commercial or commissioned partnerships, other than shared services between authorities and information sharing;
- Networking between Councillors and/or Officers;
- Service level agreements between the Council and other public bodies;
- Grant funding agreements between the Council and voluntary or community sector organisations.

Generally, partnerships have one of the following characteristics:

- Collaborative Where each partner retains responsibility for delivering functions within their own governance arrangements. These are formed mainly to advise, guide and oversee;
- **Host** Where one partner hosts the partnership arrangements and receives funding, employs staff etc. on behalf of the other partners;
- **Executive** Where resources and responsibility for functions is pooled (e.g. Commissioning Boards). These will be formed as a legal entity;
- Joint arrangements where arrangements are entered into with other public bodies to tackle specific issues. For example, the Shared Services Board overseeing shared services between the Council and Bromsgrove District Council

The level and type of partnership may change as the partnership evolves or as aspirations or requirements change. It is usually advisable to choose the simplest form of partnership to enable you to achieve what is needed.

4. Corporate and Executive roles and responsibilities

The Leader is the Executive partnership champion. The Acting Deputy Chief Executive is the corporate partnership champion and has responsibility for the Council's strategic approach to its partnership activity.

The Corporate Management Team has responsibility for monitoring the strategic impact of the Council's involvement in partnerships. More detail on the roles and responsibilities of Members and Officers of the Council is set out in Appendix 6

5. Mapping the Council's Partnership activity

As part of the development of this Framework, consultation is being undertaken with Officers to identify the Council's partnerships. This will help to:

- Identify when the Council is in a partnership (rather than a networking or contractual relationship, for example);
- Provide an evidence-base for reviewing partnership arrangements.

A list of the data which will be collected is set out in Appendix 7

One of the results of reviewing all the Council's partnerships will be a reliable baseline to populate a partnership database, available to Officers, Elected Members, partners and the public. The purpose of this database will be to clearly identify the partnerships in which the Council is participating and ensure that the effectiveness, impact and outcomes of the Council's partnerships on the delivery of the Council's objectives are monitored and reported to the Council.

6. When should the Council enter into a partnership?

Partnership arrangements are appropriate when they have the potential to deliver:

- **Value for money** when available resources are used economically, efficiently and effectively;
- Added value delivering something that is unlikely to be achieved by another form of working arrangement or by the Council working in isolation;
- Good governance they are consistent, well-managed and 'fit for purpose' and effectively contribute to the delivery of the Council's objectives.
- **Improved services to customers** delivering services in a better way for the customer than the Council could achieve by working in isolation.

A key feature of all partnerships is that all the parties agree to the need for the partnership in these terms.

7. Making the business case for and governance of partnerships

The Council's participation in all new partnership arrangements must be approved by the Executive or, if required under the Constitution, full Council.

All partnerships – both proposed and existing – need to demonstrate how Council participation will benefit the people of Redditch and the Council. This will be assessed by comparing the objectives and intended outcomes of the partnership with:

- **The Council's objectives** (as set out in the Sustainable Community Strategy and Corporate Plan);
- The Local Area Agreement

Partnerships also need to demonstrate:

- Value for money
- $\circ \quad \text{Added value} \quad$
- o Fitness for purpose

Initially, the business case needs to be approved by the relevant Head of Service(or Director if the Head of Service is the Officer representative). The template can be found in Appendix 2a

Partnership governance and working arrangements will also need to be developed. Appendix 4a is the partnership review template that needs to be followed when developing working arrangements for a new partnership or negotiating arrangements when joining an existing one.

It is important that the financial consequences of entering into a partnership are well understood before any decisions are made and that appropriate financial controls are in place to safeguard public resources in partnership arrangements. The Head of Financial, Revenues and Benefits Services and the Head of Legal, Democratic and Property Services must advise on any financial and/or legal consequences of entering into or participating in a partnership before any decision to participate is taken.

These processes will lead to the production of a partnership **Memorandum of Understanding**. This is a document that makes clear the:

- Aims and principles of the partnership;
- Roles and accountabilities of each of the bodies represented on the partnership;
- Procedures under which the partnership will operate.

It would clearly be undesirable to stifle partnerships by having overly bureaucratic governance arrangements. The important principle is that the governance arrangements should be proportionate to the nature of the business being undertaken by the partnership, the level of resources committed to the partnership by the Council and the nature and scale of any risks associated with the partnership. A model *Memorandum of Understanding* that demonstrates best practice is set out in Appendix 10. This can be adapted to suit any circumstance but no area of this model should be omitted for the Council's significant partnerships.

The Head of Legal, Democratic and Property Services must advise on any Corporate Management Team report or governance arrangements before they are finalised. If development of a new partnership or entry into an existing partnership is approved, the accountable Director/Head of Service will nominate Council Officers for the partnership, including an officer representative. The officer representative's role and responsibilities will include:

- Providing a point of contact between the Council and the partnership;
- Annually reviewing the partnership's business case and its governance arrangements and effectiveness, reporting to the Director/Head of Service;
- Reporting on an exception basis to the Director/Head of Service if any significant issues arise between annual reviews.

Executive or full Council will approve nominations for Elected Members and, if considered necessary, officer appointments on partnerships. Appendix 1gives an overview of this process.

8. Reporting of partnership activities and progress

It is the responsibility of Directors/Heads of Service to provide the Corporate Management Team with a formal annual/ six monthly report on a partnership's activities between the annual reports. In the case of new partnerships, the report to CMT and Portfolio Holder on the partnership's activities should be provided within 6 months of the Council entering the partnership. Issues relating to performance targets should be reported to the relevant Directors/Heads of Service on a regular basis. A template for partnership progress reporting is set out in Appendix 3.

Where the Council contributes financially to a partnership the report should include monitoring of the finances of the partnership.

Where a partnership has sub-working groups only one progress report for that partnership will be required and this will be coordinated by the Officer who sits on the partnership to which the sub groups report.

9. Review and evaluation of partnerships

Review

All existing partnerships need to be reviewed annually for continuing relevance to the Council's priorities. There are two aspects to this:

- Review of the partnership itself providing assurance that proper systems are in place and that its outcomes and performance are monitored and evaluated.
- The Council must decide whether its requirements are being met and be assured that the partnership is effective in delivering the Council's objectives.

As mentioned above, the business case for continuing a partnership needs to be demonstrated annually. If a business case cannot be demonstrated then a report needs to be submitted to Executive (via the Corporate Management Team) stating this.

If the business case is made, then the review should continue. Appendix 4acontains the review template.. The review will show if the partnership has effective governance and delivery arrangements.

It is the responsibility of Heads of Service to provide the Corporate Management Team with a formal annual/ six monthly report on a partnership's effectiveness and fitness for purpose, or more regularly if issues arise between the annual reports. . In the case of new partnerships, the report to CMT on the partnership's effectiveness and fitness for purpose should be provided within 6 months of the Council entering the partnership Issues relating to performance targets should be reported to the relevant Directors/Heads of Service.

Partnerships are responsible for their governance arrangements. But the Council also has a duty to ensure that adequate procedures and processes exist regarding the stewardship of public funds.

Evaluation

The aim of this is to identify the impact of partnerships and whether they are achieving what they were set up to do. The report that Heads of Service produce as part of the review process must analyse if a partnership is achieving its short, medium and long-term goals, and if it is not, what options exist.

After the individual annual reviews have been considered by the Corporate Management Team, the Acting Deputy Chief Executive and the Head of Strategy and Partnerships will produce a joint annual report for the Corporate Management Team and Executive on the overall impact of the Council's involvement in partnerships, with recommendations on any actions required.

10. Risk assessment and risk management

As part of the business case evaluation, a full risk assessment must be carried out in accordance with the Council's risk management framework. Guidance on managing risks and opportunities in partnerships is set out in Appendix 8

Risk management does not stop once an initial business case has been made. Good risk management is key to delivering successful outcomes. Stakeholders in the partnership should achieve a common understanding of:

- The potential adverse conditions or opportunities associated with achieving partnership objectives and their relative seriousness or where opportunities exist;
- How adverse conditions can be managed or the opportunities exploited.

The partnership Memorandum of Understanding should mention the matter of shared risk assessment and risk management mechanisms. Other partnership documents need to identify in detail what systems are in place to monitor, review and evaluate risk and who is responsible for ensuring this is done.

The partnership governing body should ensure that effective risk assessment is undertaken in all key decision-making processes and the partnership implements risk management plans to reduce identified risks, set clear deadline and allocate responsible individuals for particular tasks. As well as risk management plans there need to be business continuity plans covering what actions will be taken if risks are realised.

It is important to note that as part of risk management, insurance is one way of transferring the level of risks. Appendix 9 details a number of areas where insurance decisions may need to be taken by the partnership. This is particularly important where Officers are undertaking partnership working across boundaries. It is important to check that appropriate insurance cover is in place.

11. Leaving partnerships

At some point, partnership arrangements or the Council's involvement in a partnership, will come to an end. This could be for several reasons:

- The partnership achieves all that it set out to do;
- The objectives of the Council, the Sustainable Community Strategy or Local Area Agreement change;
- On review, the partnership is not delivering the outputs and outcomes it was set up to do and a new approach needs to be explored;
- The partnership is replaced with another partnership or working arrangement;
- External funding sources/resources cease;
- On review, an adverse level of risk of continuing the partnership is identified;
- The legal framework upon which the partnership was founded, changes.

Executive (or full Council if it has Constitutional implications) has the authority to determine if the Council's involvement in a partnership should cease. This does not necessarily mean that the partnership itself will cease.

All Memoranda of Understanding should identify how individual organisations can leave a partnership and relevant exit strategies and considerations.

Within 3 months of the decision to leave a partnership, the officer representative will complete the template in Appendix 5 and submit it to the Corporate Management Team identifying any learning points or best practice as necessary.

APPENDICES

THE PARTNERSHIP CYCLE

The diagram gives an overview of the Council's approach to partnership governance and delivery through the life cycle of a partnership: forming, performing and ending.

STACE 1 Making the	 Reasons for the partnership Other options considered 	Appendix 5
business case	 Benefits of the partnership Risks and opportunities Costs and timescales 	Appendix 4a
STAGE 2 Partnership framework and delivery	 Develop/review/report Memorandum of Understanding Operational checklist, including: Governance Code of Conduct Objectives and outcomes Document management (audit trail) Partnership finance /resources Staff/ member development Partnership communication Equality and diversity 	
STAGE 3 Partnership monitoring, review and evaluation	 How effective is the partnership? Monitor Review Evaluate Is it value for money? Has it 'added value'? Is it fit for purpose? 	
STAGE 4 Partnership framework and delivery	 Exit feedback Sharing best practice Establish frameworks for sustained delivery, where appropriate 	

MAKING THE BUSINESS CASE FOR PARTNERSHIPS

This flowchart guides the Head of Service though the business case stage of developing a new partnership or joining an existing one.



APPENDIX 2a

BUSINESS CASE – Information required

Nature of the business case			
 This is concerned with: Setting up a partnership Joining an existing partnership Reviewing an existing partnership 			
 Name of the partnership Is the partnership statutory? 	Yes/No		
Evidence			
1.			
2.			

Reasons for the partnership

- 1. What are the key aims and objectives of the partnership?
- 2. How do these fit with the strategic outcomes of the:
 - Corporate Plan
 - Sustainable Community Strategy
 - Local Area Agreement
- 3. How do these fit with the Council's operational outcomes?
- 4. To whom is the partnership accountable?
- 5. What is the role of the Council?
- 6. Which organisations make up the partnership?
- 7. Are there any key players not in the partnership that should be?

Evidence

- 1. 2. 3. 4. 5. 6.
- 7.

Other options considered

- 1. What other working arrangements have you considered?
- 2. Why were these rejected?
- 3. Is a partnership approach the most effective way to deliver the Council's strategic or operational outcomes?

Evidence

1. 2.

3.

Benefits of the partnership

- 1. How is the partnership offering value for money?
- 2. Give specific examples of how the partnership is delivering **added value**.
- 3. Attach the SMART outcomes and targets of the partnership.

Evidence

- 1.
- 2.
- 3.

Risks and opportunities

- 1. Attach the complete **risk assessment** of the partnership.
- 2. Attach the completed **equality impact assessment** for the partnership.
- 3. Is there the potential for reputation damage to the Council if it leaves the partnership or doesn't join up? If yes, what is the risk and how can it be managed?
- 4. If the Council leaves the partnership or doesn't join, will any funding be lost to the Council? If yes, please give details.

Evidence

1.

- 2.
- 3.
- 4.

Costs and timescales

- 1. What resources is the Council providing in terms of:
 - Finance?
 - Staff?
 - Accommodation?
 - IT?
 - Administration?
 - Training?
 - Insurance?
 - Recruitment?
 - Payroll?

	Health & Safety?
	Advice?
	Other?
2	2. When is funding for the partnership due to end?
3	3. What is its intended lifespan?
4	 What is the exit strategy?
]	
Evid	lence
1.	
2.	
3.	
4.	

Authorisation	
Business case must be authorised by D	Director/ Head of Service
Name	
Date	
Job Title	
Contact telephone number	
Contact e-mail address	

REPORTING ON PARTNERSHIP ACTIVITIES AND PROGRESS

Name of Partnership	
Name of Officer completing the report	
Key achievements of partnership fro	m X to X [date]
What role has RBC had in the above	achievements?
Please detail any financial or other c	ontributions made by the Council
How do the key achievements of the	
deliver one or more of its corporate	objectives? Please provide details
What is the partnership's work plan	
How will this contribute towards ach objectives? Please provide details	ievement of the Council's
Any other comments?	

Completed form to be returned to the Head of Strategy & Partnerships

REVIEWING A PARTNERSHIP

This flow chart guides the Head of Service and partnership link officer through the annual review stage of a partnership.



APPENDIX 4a

ANNUAL PARTNERSHIP REVIEW – Information required to monitor, review and evaluate partnerships

Partnership review template

Whether you are setting up a partnership, joining or reviewing an existing one, the issues that need to be considered for partnership effectiveness will be the same. This guidance is to be used by:

- the Head of Service as a checklist when setting up or reviewing the appropriateness of joining an existing partnership
- the officer representative carrying out a partnership review

This guidance should also be made available to the partnership officer responsible for monitoring a partnership's governance, performance and effectiveness.

Completing the template should provide assurance that appropriate standards are being met.

Name of			
partnership:	 		

Head of service:

Officer representative:_____

Governance an	Governance and finance			
Formal status				
	ity on the <u>legal status</u> of the pa			
2. Is there an a	agreed Memorandum of Unde	rstanding or constitution, which sets		
out a clear p	purpose and clarity of expectation	on of the partnership members?		
Assessment	[insert self-assessment]	1. NO – action required,		
		2. YES – but could be improved,		
		3. YES- working effectively		
Evidence				
1.				
2.				
Actions needed				

Composition			
1. Is the partne	1. Is the partnership realistically sized and resourced?		
2. Does it contain the right mix of skills and knowledge to get the work done?			
Assessment	[insert self-assessment] 1. NO – action required, 2. YES – but could be improved, 3. YES- working effectively		
Evidence			
1.			
2.			

Actions needed

Auditing and scrutiny arrangements 1. Are internal auditing arrangements for the partnership clear?

2. And are there agreed rights of audit access for each constituent member?3. Does the partnership have any external review or monitoring mechanisms?

Assessment	[insert self-assessment]	1. NO – action required,
		2. YES – but could be improved,
		3. YES- working effectively
Evidence		
1.		
2.		
3.		
Actions neede	d	

Finances and resources				
1. Where does	1. Where does accountability lie for managing the spending of funds?			
2. Are financial	monitoring arrangements rot	oust, clear and understood?		
3. Have proced	lures for managing and monit	pring pooled budgets and resources		
been develo	ped?			
4. Is there clarit	4. Is there clarity over ownership and responsibilities?			
Assessment	[insert self-assessment]	1. NO – action required,		
		2. YES – but could be improved,		
		3. YES- working effectively		
Evidence	Evidence			
1.				
2.	2.			
3.				
4.				
Actions needed				

Risk assessment & management			
1. Are systems	1. Are systems in place to assess and manage partnership risk?		
2. Are business	continuity plans in place?		
Assessment	nt [insert self-assessment] 1. NO – action required,		
		2. YES – but could be improved,	
		3. YES- working effectively	
Evidence			
1.			
2.			
Actions needed			
Conduct and behaviour			

1. Is there an agreed Code of Conduct for partners that is signed by all members and		
enforced by the Chair?		
Assessment	[insert self-assessment]	1. NO – action required,

	 YES – but could be improved, YES- working effectively
Evidence	
1.	

Actions needed

Staffing

- 1. Are roles and responsibilities and expected behaviours clear and agreed?
- 2. Are there opportunities for training partnership staff and members, including:
 - a. appraisal and approval procedures?
 - b. equality and diversity?
 - c. Code of Conduct?

Assessment	 NO – action required, YES – but could be improved, YES- working effectively
Evidence	·

Evidence

1.

2a.

2b.

2c.

Actions needed

Equality and diversity				
1. Has the partnership carried out an Equality Impact Assessment (EIA) on the				
way that it fu	nctions, on its policies and on wh	nat it delivers?		
2. If no, an action	on plan needs to be drawn up to	do so within the next 6 months		
Assessment	[insert self-assessment] 1. NO – action required,			
	-	2. YES – but could be improved,		
		3. YES- working effectively		
Evidence				
. 1.				
Actions needed				

Communication

 Is the partnership communicating well with its partner agencies, stakeholders and communities? 		
Assessment	 t [insert self-assessment] 1. NO – action required, 2. YES – but could be improved, 3. YES- working effectively 	
Evidence 1.		
Actions needed		

Performance and Delivery

Accountability

1. Does the partnership have an officer accountable for monitoring its performance?

Assessment	[insert self-assessment]	 NO – action required, YES – but could be improved, YES- working effectively
Evidence 1.		
Actions neede	d	

Outcome-focused planning and performance management

- 1. Does the partnership have a credible evidence-base to inform its objectives, outcome-focused planning and SMART targets?
- 2. Are there action plans in place to deliver these?
- 3. Do partners share information so that they can effectively:
 - a. monitor performance, and
 - b. appraise options?
- 4. And are sufficient joint mechanisms in place for effective monitoring and appraisal?
- 5. Are findings and recommendations owned and acted upon?
- 6. Are arrangements in place to tackle issues of non-performance?

C. Are analigements in place to tackle issues of non-performance?		
Assessment	[insert self-assessment]	1. NO – action required,
		YES – but could be improved,
		3. YES- working effectively
Evidence		
1.		
2.		
3a.		
3b.		
4a.		
4b.		
5.		
6.		
Actions needed		

GLOSSARY AND ABBREVIATIONS USED

Completed by:_____

Date:_____

Job title:_____

Organisation:_____

Tel No.:_____

Email:_____

LEAVING A PARTNERSHIP

The link officer needs to complete this form within three months of the council's decision to end its working arrangement with a partnership. It should be submitted to the Head of Strategy & Partnerships.

ISSUE	COMMENTS
1. Name of partnership	
2. When was the formal decision	
taken to end the Council's	
working arrangement?	
3. From what date will / did	
active involvement end?	
4. Why was involvement ended?	
5. If failure to deliver was	
identified, was this a result of	
system failures?	
5a. If yes, what were they?	
6. Will the partnership continue	
without Council involvement?	
7. Is the council looking to	
develop other working	
arrangements to succeed the	
partnership?	
7a. If yes, what are they?	
8. State up to 3 things that the	
partnership achieved	
9. State up to 3 examples of best	
practice exhibited by the	
partnership	
10. State up to 3 things that the	
partnership could have done	
better	

Completed	by:

Date:	

Job title:_____

Tel. No._____

Email:_____

ROLES AND RESPONSIBILITIES

OFFICER REPRESENTATIVE

The role of the officer representative is to:

- Provide a point of contact between the Council and the partnership
- Assist the partnership work with the Council
- Support the Council's representative(s) on the partnership
- Alert relevant officers to arising issues (e.g. Internal Audit on matters of risk)
- Undertake an annual review of the partnership's governance and performance effectiveness and submit a report to the relevant Director/Head of Service
- Report on an exception basis to their Director/Head of Service if any issues arise between annual reports

HEAD OF SERVICE

The role of the Head of Service is to:

- evaluate the business case for proposed and existing partnerships
- evaluate the annual partnership review and any exception reports and report to the Corporate Management Team
- action any points arising from decisions taken at Executive Committee/Corporate Management Team
- co-ordinate with the officer representative to troubleshot any problems that arising in day-to-day operation of the partnership

HEAD OF STRATEGY AND PARTNERSHIPS

The role of the Head of Strategy & Partnerships is to:

- develop the partnership review programme
- produce an annual report summarising partnership governance and effectiveness, the outcome of reviews and identify any actions as necessary
- ensure that the Council's partnership governance framework and toolkit is maintained and sustained, in conjunction with the Head of Legal, Democratic & Property Services
- ensure that the database of partnership activity is maintained and sustained

CORPORATE MANAGEMENT TEAM

The role of the Corporate Management Team is to:

- ensure that the partnership review programme is carried out and to timescales
- challenge if partnerships are adding value/offering value for money
- make the Head of Strategy & Partnerships aware of partnership training needs
- Circulate learning and best practice on partnership working around the organisation
- Provide a mechanism for the Council to coordinate and discharge it s duties under this partnership governance framework
- Receive the annual summary report on the overall impact of the Council's involvement in partnerships and agree any actions which do not require an elected Member decision
- Ensure that partnerships are properly supported and that resources are provided to allow partnerships to succeed
- Monitor the overall performance and effectiveness of partnerships and advise Executive Committee on any further action required

EXECUTIVE

The role of the Executive is to:

- Agree Council involvement in new partnership working arrangements
- Receive reports from the Head of Strategy & Partnerships on the effectiveness of the Council's involvement in partnerships
- Agree future direction and/or any actions arising from evaluation of partnerships
- Assess the Council's continued involvement in partnerships

OVERVIEW AND SCRUTINY

The role of Overview and Scrutiny is to:

- Consider any evaluation report summarising Council involvement in partnerships, analyse and challenge outcomes, impact and direction
- Support the Corporate Management Team to identify and circulate learning and best practice from partnership working
- Evaluate if partnerships 'act together' and make differences to people's lives.

MEMBER ROLE ON PARTNERSHIPS

The role of the Member is to:

- Carry out the duties and obligations set out in the governing documents for the partnership and in the Council's Code of Conduct
- If the Member's role is unclear, to establish at the outset whether s/he is acting as a delegate/ representative of the Council to promote its interests, or if s/he has an independent role to fulfill on behalf of the partnership.

- If the role is an independent role, s/he will have to uphold the partnership's interests, even when these may be in conflict with the policies and best interests of the Council whilst s/he is serving on the Committee or partnership but not whilst serving as a Member of the Council.
- If the partnership is seeking charitable status it will need to establish itself as a trust or incorporate to become a company limited by guarantee. Any Member becoming a Trustee or a Director will need to consider his/her duties as set out in the Monitoring Officer Briefing Note 2007:02 on Membership of Outside Bodies.

PARTNERSHIP DATABASE

The Directorates and Corporate Management Team have overall responsibility for ensuring that the information in the database is accurate and maintained. The Acting Deputy Chief Executive has responsibility for ensuring that the resources exist to sustain it.

The following data is held on each partnership.

- Name and type of partnership, including any legal status (i.e. statutory or non-statutory)
- Partnership's areas of work (geographical, theme and client groups)
- Membership of the partnership
- Elected Member contribution to the partnership
- Organisation(s) that the partnership is accountable to.
- Head of Service accountable for the partnership.
- Name of the partnership officer representative and contact details.
- Start date and proposed end date of the partnership.
- How the partnership contributes to the Corporate Plan objectives.
- How the partnership contributes to the Sustainable Community Strategy and Local Area Agreement outcomes.
- Funding sources available to the partnership.
- Council resources available to the partnership including:
 - o Finance
 - o Staff
 - o Accommodation
 - o IT
 - o Administration
 - Training
 - o Insurance
 - o Recruitment
 - o Payroll
 - o Health & Safety
 - o Advice
 - \circ Other

Guidance on managing risks and opportunities in partnerships

<u>Contents</u>	^D age
Section 1 –Selecting Approach	
1.1 Deciding to go into Partnership	29
1.2 Why Work in Partnerships	29
1.3 Areas to consider when deciding on Partnership Arrangements	30
1.4 The Council's Perspective – 'Outside Looking In'	31
Section 2 - Background	
2.1 The Partnership Perspective - 'On the inside of the Partnership'	31
2.2 Identifying and Managing the Partnership Risks and Opportunities	31
2.3 Partnership Risk and Opportunity Management Protocol	32
2.4 Partnership Risk and Opportunity Management Training	33
Section 3 – A Risk and Opportunity Management Approach for	
Partnerships	
3.1 Risk and opportunity identification and assessment	33
3.2 Allocation of Risk Ownership	33
3.3 Monitoring Risks and Opportunities3.4 Reviewing Risks and Opportunities	33 34
	54
•	31
3.5 Managing Risks and Opportunities	34
3.5 Managing Risks and Opportunities3.6 Reviewing Your Approach	-
3.5 Managing Risks and Opportunities	34 34 35
3.5 Managing Risks and Opportunities3.6 Reviewing Your Approach3.7 Risk and Opportunity Communication3.8 Contingency Plans	34 35
 3.5 Managing Risks and Opportunities 3.6 Reviewing Your Approach 3.7 Risk and Opportunity Communication 3.8 Contingency Plans Appendix A – Questions to ask before setting up a Partnership 3	34

Section 1 – Selecting Approach

1.1 Deciding to go into Partnership

Although partnership working is increasingly common, it does not necessarily follow that a partnership is the answer to any problem. Careful consideration should be given to what is hoped to be achieved before setting up a new partnership and whether there are other, simpler ways of realising these objectives.

1.2 Why work in Partnerships?

In recent years there has been a growing awareness of the importance of focusing on the users' experience of public services. This frequently means that agencies must work together both to deliver packages of services that are tailored to individual users needs and to plan co-ordinated service strategies that enable such packages to be delivered in practice.

Councils are increasingly concerned with complex problems such as community safety or economic regeneration, which cross traditional boundaries, presenting challenges which agencies cannot tackle unless they work together.

Many partnerships are set up to enable agencies to bid for resources which are not available to single organisations.

The Government is increasingly giving local agencies statutory duties to work together, community safety; early years' education and health improvement are three areas where partnership approaches are obligatory. The scale of statutory partnership working is set to expand.

Because partnership working can be both difficult and expensive, it is essential that organisations consider other options as well as a partnership. Depending on the circumstances a different approach could be either more efficient, more effective or both.

Other options include:

- consultative arrangements, where a single agency retains responsibility for decisions and actions;
- networks of personal or professional relationships which do not have to involve organisational commitment;
- contractual relationships, such as those established under the Private Finance Initiative, which produce different benefits for the different partners

Appendix A provides a checklist of questions to ask before setting up a partnership, along with factors which indicate that a partnership is not the best approach.

1.3 Areas to consider when deciding on Partnership Arrangements

• Alignment of objectives:

- Is there sufficient buy-in to the Council's objectives?
- Have strategic objectives been communicated sufficiently well in order to identify common interests?

• Aligning authority with responsibility:

- Are those responsible for managing the risks empowered to do so?

• Incentives:

- Are there incentives for partners to manage risks effectively (or e.g.

are the consequences of failure felt primarily by the Council)?

- Is the risk / reward balance right for each partner?

• Resilience of the Partnership:

- How resilient to unexpected events is the supply chain?

• Approach:

- Has the right approach been chosen (e.g. the risks of taking a partnering approach rather than an 'arms length' approach potentially include lack of clarity; getting too close to one partner at the expense of others; risks of improper relationships developing; higher cost with less value for money)?
- Is the partnering approach understood by those operating it?
- Have any tensions been resolved between the need to agree clear contractual arrangements and retaining flexibility for partnership working?

• Monitoring:

- Is there prompt, relevant, high-quality performance information?
- Is this clearly embedded into robust performance management arrangement?

1.4 The Council's Perspective – 'Outside Looking In'

At this stage it is necessary to clarify the risks that the Council faces by being involved with the partnership in terms of:

- Financial
- Reputational
- Resource conflicts
- Reliance on partnership to deliver your objectives

This should be undertaken as part of a strategic risk exercise.

Section 2 – Background

2.1 The Partnership Perspective – 'On the inside of the Partnership'

It is now time to clarify the risks the partnership faces in delivering the objectives and outcomes i.e.

- Lack of buy in from all partners
- Confused governance arrangements
- Seen as Council led
- Unable to blend cultures

2.2 Identifying and Managing the Partnership Risks and Opportunities

Redditch Borough Council (RBC) is committed to working with partners in many different areas, and has developed a framework for working in partnership.

This guide therefore aims to support that framework and be used in conjunction with the established RBC risk and opportunity management policies and procedures.

Local government partnerships often attract extensive external funding which needs to be effectively managed to deliver the outcomes expected. Local Area Agreements are an example of this. It is therefore vital that partnership risks and opportunities are identified and managed by the relevant partners.

All partners will be able to share their views and opinions on the risks facing the partnership, prioritise their risks and set a tolerance level. They can then decide who is best placed to manage the risks.

Identifying and managing the partnership risks will:

- Identify barriers to the partnership's success
- Create a common understanding among the partners of the issues the partnership faces and agreement on the priority of these

- Act as a team and knowledge building exercise
- Check whether the partnerships objectives are realistic
- Allow issues to be reported back to the partner organisations in a useful and structured way

2.3 Partnership Risk & Opportunity Management Protocol

When working together, all organisations need to establish a common framework and language that they will use when assessing the risks facing the partnership. A protocol states what these will be and will form part of the overall governance arrangements and result in:

- Agreement on risk approach so that all risks and opportunities can be identified, prioritised and managed
- Effective reporting and monitoring of risks and opportunities to all partners
- Increased understanding and awareness of risk and opportunity management and its uses

2.4 Partnership Risk & Opportunity Management Training

Providing training and improving skills in partnership risk and opportunity management will:

- Increase awareness of risks and opportunities within partnership working and how they can be identified and managed
- Provide evidence for CAA (or other inspection regimes) that the staff and Members have adequate awareness training and understanding on partnership risk issues
- Help develop understanding, so that scrutiny and assurance roles can be taken on effectively
- Provide staff with a way to raise concerns about some partnerships that they are involved in
- Improve the management of partnerships and encourage the continual review of partnership risk in future

Section 3 – A Risk & Opportunity Management Approach for Partnerships

3.1 Risk and Opportunity Identification and Assessment

- Identifying and understanding the risks and opportunities facing the partnership is crucial if informed decisions are to be made.
- Is there a common understanding of the objectives of the partnership?

- Is there a common understanding of the risks and opportunities and how they can be managed?
- Are there standards for assessing risks giving a common view of severity, so mitigating action can be prioritised?
- Ensure partners share their assessment of risks, identify risks to the partnership achieving its objectives and record in a **joint risk register** providing the opportunity to come to agreed judgements, allocate responsibility for action and trigger monitoring information. This will help to ensure complete understanding for both parties about risks to implementation and ongoing service delivery, enabling a joint approach to managing risks.
- Clarity of who is responsible for, and manages which risks is also essential.

3.2 Allocation of Risk Ownership

- Risk allocation and risk transfer is about deciding who is best placed to manage a specific risk. A risk is described as 'transferred' when the partnership decides not to manage that particular risk itself. The main advantage of transferring risk is that it can provide incentives for suppliers to deliver cost-effective services.
- Is there clarity about who is carrying which risks, and what the requirements are for providing information? (These should be incorporated in partnership agreements / contracts)
- **Appendix B** provides a risk allocation checklist taken from the 'OGC's Risk Allocation in Long Term Contracts', which contains a structured set of questions to ask in determining who is best placed to manage risks.

3.3 Monitoring Risks and Opportunities

- Good quality monitoring of information should include the scale of risks and opportunities and how they are managed. A clear view of the key issues and risks to be monitored will help to avoid the situation where large volumes of information are provided by partners.
- Establish and agree procedures for monitoring risks. It is important to have clear agreement on what information will be provided and by whom. Issues to consider include whether you have rights to access partners' information, which can be invoked if there are signs of failure in contracts.

3.4 Reviewing Risks and Opportunities

• Circumstances and priorities can and do change, and therefore risks and their circumstances need to be regularly reviewed. Aim to have joint risk and opportunity review meetings, as an integral part of performance management arrangements.

3.5 Managing Risks and Opportunities

- The management of risks and opportunities needs to be fully integrated into day-to-day management. The scale of monitoring and intervention should be increased when there are signs that significant risks materialise. Arrangements are needed to trigger this action promptly.
- Trigger points for action should be set out in whatever agreements are made with partners.
- The management of the risks and opportunities the Council faces by being involved with the partnership must be included in performance management arrangements.

3.6 Reviewing Your Approach

- Review agreements with partners to ensure that the inherent risks have been assessed and addressed. If it is clear that the partners' objectives are not fully aligned, despite best efforts, then more intensive risk management might be necessary to manage potential difficulties, and contingency arrangements or other safeguards should be developed.
- Seek assurance that partners risk and opportunity management / corporate governance arrangements are adequate. The existence of a Statement of Internal Control can help, but gaining this assurance will generally require a dialogue about what is required. This may then become part of a partnership agreement.
- **Appendix C** provides a checklist of questions for consideration when reviewing agreements with partners.

3.7 Risk and Opportunity Communication

- Communication is of fundamental importance in the regulation of risks. It allows people to participate in, or be effectively represented in, decisions about managing risks, and it plays a vital part in putting decisions into practice.
- Engagement and dialogue with those interested in and affected by risk and opportunity issues is vital. It should be an integral part of

every process for the management of risks and opportunities. The aims of risk and opportunity communication should be:

- To enable the effective participation and / or representation of all interested parties in making decisions about how to manage risks and opportunities.
- To support the most effective possible implementation of risk and opportunity management decisions.
- Sharing risk assessments will help to avoid different perspectives.
- Ensure that an open dialogue is maintained, this will help create a shared understanding.
- Has risk terminology / language been agreed?

3.8 Contingency Plans

- It must be recognised that any risk could suddenly be realised, and become a critical issue, even those assessed as having low likelihoods. Assessments could be wrong, circumstances might change before there is time to respond to external events. Consideration must be given in advance of what action will be taken if a risk develops.
- Contingency plans should be created for all risks that have been assessed as having a potentially high impact, irrespective of the potential likelihood.
- Business continuity plans to help keep the partnership running during times of change or disruption should be prepared.
- Create clear plans about what action should be taken if risks are realised e.g. if the service fails.
- Agree with stakeholders and test to verify that they would work.

Questions to ask before setting up a Partnership

- Is the problem that the prospective partners want to solve one that needs a partnership approach?
- Do the partners have a clear and shared vision of the benefits that the partnership is intended to achieve?
- Is this vision realistic in light of:
 - The resources and opportunities likely to be open to the proposed partnership?
 - The issues that partnership working is particularly suited to address?
- Will the anticipated benefits outweigh the likely costs (direct and indirect) of a partnership?
- How will the costs and benefits be measured?
- Could the benefits be achieved in a simpler or more cost effective way?
- Are the partners all willing to devote the necessary time and effort to make the partnership succeed?
- Do the partners all know what role they will play, what recourses they will contribute and how they will account for the success of the project?
- Are the partners willing to consider changing their other activities to fit in with the partnership's objectives where this is appropriate?

Factors indicating that a partnership approach is not the best approach

- The answer to one or more of the questions above is 'no';
- The topic proposed is primarily the responsibility of one agency, with others having only a marginal interest or role;
- Agencies have no shared objective in relation to this topic;
- Agencies main aim is to achieve cost savings;
- Agencies have a history of poor relationships and have not made a commitment to change this;

• Agencies want to shunt costs or blame for problems on to one another – that is, there is a hidden negative agenda.

Appendix B

2.3 Risk Allocation Checklist

(Source: OGCs Risk Allocation in Long Term Contracts) Key questions to ask at each stage

Do we understand the risks?	 Have we identified all the key risks relating to this project or operational service? Have we made a thorough assessment of each one – the likelihood of it happening, the likely impact and cost? Do we understand the interdependencies between risks? How do these risks affect our key objectives? Have we taken a long-term view, to identify possible future risks? What is our overall exposure to risk?
What can we do about risks before we decide where to allocate each one?	 Have we considered the best way to deal with each risk – minimise them, mitigate them or build in contingencies? Are there other steps we should take now – such as improving quality assurance regimes?
What are the options for allocating risks?	 Which are the risks that we should manage ourselves? For each one: why? because we can control it better ourselves? because it is not cost-effective to allocate it to others? because its likely impact will not affect critical objectives? Which are the risks that others should manage for us? For each one: why? because they are better placed to influence the outcome? because we can identify cost-effective payment incentives that will deliver value for money? because the cost to us is affordable and reflects their ability and willingness to control the risk?

-	
Negotiating risk transfer with suppliers	 Can we obtain the optimum risk transfer, or balance between the benefits of transferring a risk and the cost of compensating the supplier for taking it on? Do we need to obtain variant bids to decide the optimum offer? Have we negotiated with each supplier to achieve the optimum balance of risk, costs and benefits? Are our decisions on risk allocation based on realistic assessment of the way in which risks will be managed? Does the entire supply chain have a shared understanding of the risks and the consequences if they materialise? Have we validated our risk plans by obtaining proposals and indicative prices from suppliers, assessing each risk and its price, taking into account: The nature of the requirement – high or low risk? The expected length of the contract – long or short term in which to recover the development costs? The likelihood of predicted service volumes being exceeded, with the opportunities for increased revenue?
Have we allocated risks to the right parties in the supply chain?	 Can we be sure that we have not transferred the wrong risks, leading to poor value for money and unacceptable exposure to risk? Have we made sure that we only transferred risks that are commercial in nature, where the supplier can influence the outcome? Where risks have been transferred, is the supplier genuinely able to manage them?
Can we avoid taking transferred risk back?	 Is there a danger that we could 'take back' transferred risks – that is, to get too involved in the supplier's business and the solutions they provide, preventing them from managing the risks they have agreed to take on? Are we certain that we have not taken risk back, by: attempting to define a technical solution? attempting to define how a service should be provided? Have we preserved our supplier's freedom to propose alternatives? Will our supplier have the freedom to choose how to handle and minimise it?

Appendix C

Managing Risk and Opportunity Checklist

Are the risks and opportunities associated with working with other organisations assessed and managed?

- 1. Are all those organisations, which are likely to have some influence over the success of a programme or service to the public identified?
- 2. Is consideration being given to the need for a consistent and common approach to managing risks and opportunities which cut across organisational boundaries, for example, cross-divisional projects?
- 3. Do organisations understand and have confidence in the risk and opportunity management arrangements of all those involved in the joint working or partnership or who could influence the success of the programme?
- 4. Is there reliable and regular information to monitor the risk and opportunity management performance of all those organisations involved in a joined up programme and partnerships?
- 5. Are there adequate contingency arrangements to minimise the adverse effects on public service delivery of one or more party failing to deliver? (Source: MOD checklist for Customer- Supplier agreements)

Insurance considerations

The following list highlights a number of areas where insurance decisions may need to be taken by a partnership.

It is important to note that as part of risk management, insurance is one way of transferring risks. As insurance premiums rise and organisations increasingly self-fund risks, there is greater emphasis on risk management.

Name of partnership:_____

Issue	Insurance considerations	Evaluation/comments
Employment of staff	 Do officers involved in the partnership have appropriate cover for employer's liability by their host organisations for their work in the partnership? 	
Use of physical assets – buildings, equipment, vehicles	 Which party owns the assets and are they appropriately safeguarded in terms of security, control over use, etc? Are the assets insured for identified risks, for example, fire, theft, vandalism, accidental damage, etc? 	
Responsibility for finances	 Does the partnership manage finances and are they protected by sound systems of internal control and policies covering fidelity? 	
Capital works and intellectual property rights	 Are appropriate arrangements in place for being clear on the same and managing risks regarding such works? 	
Officers/elected members indemnity and public liability	 Do Council Officers/ Elected Members have appropriate insurance cover or indemnities for their partnership work, including public liability? 	

Completed by:_____
Date:_____
Job title:_____
Tel. No._____

A MODEL MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding must address the following headings since this model combines all the attributes of best practice.

AIMS AND OBJECTIVES OF THE PARTNERSHIP

List the aims and objectives of the partnership here.

Good practice would be a separate paragraph with a short explanatory sentence for each aim an objective.

PARTNERSHIP PRINCIPLES

The following list should be included under this sub-heading.

Good practice would be an explanatory sentence following each bullet point. The list is not exhaustive.

The members agree to work actively to achieve the aims of the partnership, on the basis of:

- Visible commitment and 'ownership' by the various member organisations and individual representatives;
- mutual trust and respect;
- openness and transparency;
- effective communication and accountability;
- shared ownership of resources, where appropriate;
- combined expertise;
- creative and innovative solutions to problems;
- identification and sharing of best practice, based on mutual learning;
- removal of barriers to equality of access and opportunity;
- clear purpose, clarity of expectations and agreed targets for action;
- effective decision making;
- shared mechanisms for risk management, monitoring, evaluation, reviewing and reporting on performance, progress and success;
- allowing each constituent member unobstructed access to the audit records of the partnership, on request.

TERMS OF REFERENCE

List the Terms of Reference (the purpose of the partnership) here. Good practice would be a separate paragraph with a short explanatory sentence for each Terms of Reference.

ROLES AND RESPONSIBILITIES

List the roles and responsibilities of each of the constituent members of the partnership here. It may be appropriate to talk more generally about what the voluntary and community sector, the business sector and the public sector

members each bring to the partnership as groups, and the areas of the partnership activity that they will be responsible for delivering.

MEMBERSHIP AND TERMS OF OFFICE (INCLUDING ANY SPECIAL PROVISIONS FOR COUNCIL MEMBERS/OFFICERS)

List information like:

- the number of representatives from organisations in the public, private and the voluntary and community sectors, which are actively involved in the area (equal representation is not a requirement) and why they were chosen;
- a list of the constituent members and the number of representatives they have on the partnership;
- who chairs and vice-chairs the partnership;
- how often the membership is reviewed and any time limits that an individual representative can serve on the partnership;
- how the membership of the partnership reflects the characteristics and aspirations of the area/people it has been set up to serve.

EQUALITIES AND INCLUSION

A statement on how the partnership will operate and actively value the benefits of diversity and ensure fair treatment and equality of opportunity. This includes representation and participation on the partnership.

A statement on how and when the partnership will carry out Equalities Impact Assessments on its functions, policies and services. The Equality Impact Assessment should be carried out within six months.

ACCOUNTABILITY

A statement about how and to whom the partnership is accountable and what that accountability includes.

A statement on the constituent members' accountability to each other including any expectations of behaviour.

MEETINGS

A short statement/sentence on:

- the minimum number of meetings in a period;
- posting of meetings including if open or closed;
- convening of extraordinary meetings;
- responsibility for the setting of meetings, agendas, working papers, minutes, etc;
- venues why and how they are chosen;
- acceptability of meeting times;
- representation and quorum;
- expectation of behaviour in meetings;
- replacements at meetings and any protocols to be followed;
- Declarations of Interest and protocols on withdrawal from meetings.

This list is not exhaustive.

DISREPUTE AND CONFLICT RESOLUTION

A statement on behaviour that could reasonably be expected to bring a partnership into disrepute. A short list could include:

Members of the partnership:

- must not use their position improperly, confer on, or secure for themselves or any other person, an advantage or disadvantage;
- must ensure that activities are not undertaken for political purposes;
- must not unduly influence any person in the paid employment of any of the partner agencies.

A statement on the systems and procedures that exist to resolve issues of conflict within the partnership.

SECRETARIAL/ADMINSTRATIVE SUPPORT

A short statement on which constituent member(s) will provide the secretarial/administrative function.

TERMINATION OF PARTNERSHIP INVOLVEMENT

A short statement on written notification to the Chair and secretariat of the intention to leave the partnership. Also state any notice period required or any exceptions.

REVIEW AND ALTERATION TO THE MEMORANDUM OF UNDERSTANDING

A short statement on how often the Memorandum of Understanding shall be reviewed and protocols for changing/amending it.