

REPORT TO CABINET:

FRAMEWORK FOR PARTNERSHIP WORKING

Contact Details:- Sara Moutard
Designation:- Head of Policy
Ext. No:- 2361
E Mail Address:- sara.moutard@braintree.gov.uk

Background Papers:- ‘Governing Partnerships – Bridging the Accountability Gap ‘ – Audit Commission – October 2005

Financial Implications:- No direct implications

Equalities Implications:- None

Legal Implications:- None

Options: To approve or not the draft Framework and the process for establishing and evaluating key partnerships

Risks: The development of this Framework is Braintree DC’s response to a recommendation in the Interim Annual Audit and Inspection Letter 2004/05. The Council faces the risk of criticism at future inspections if progress and evaluation mechanisms with regard to our partnerships are not put in place.

EXECUTIVE SUMMARY

The Audit Commission recommended in its Annual and Audit Inspection Letter 2004 / 2005 that the Council should have in place a robust process for evaluating partnership working.

A draft Framework for Partnership Working which meets this requirement and sets out guidance for setting up partnerships is attached to this report.

RECOMMENDATIONS:

- (1) That the attached Framework for Partnership Working at Braintree District Council be approved
- (2) That it be applied to all to all partnerships which are proposed to be established from this point on
- (3) That the evaluation toolkit be completed by the partnerships listed in Appendix 1 of the Framework over the course of the next calendar year (subject to final agreement on the list) – linking in with the Business Efficiency Review process where necessary.

Background

The development of a system of evaluating our partnership working was included as a recommendation in the Interim Annual Audit and Inspection Letter 2004/05.

The Better Value Policy Development Group subsequently adopted the development of a Partnership Framework as part of its work programme for 2006 and a sub-group was set up to evaluate the effectiveness and value for money of the Council's partnerships.

At the same time, the Audit Commission completed a key piece of work on partnership working ('Governing Partnerships – Bridging the Accountability Gap') which provided guidance and best practice in the area of evaluating partnerships – an emerging issue nationally and which few authorities had addressed. This guidance has formed the basis for the content of the draft Framework.

The Partnership Framework

The document provides a simple policy framework and guidance for officers and members in relation to partnership working, evaluation, improvement and development at Braintree District Council. It also includes a system for deciding whether or not a partnership is actually necessary.

It has been developed in consultation with selected officers from Braintree DC who lead on partnership working and with the partnerships sub-group of the Better Value PDG.

Every partnership has its own characteristics and it is not possible to cover every eventuality however the information in set out in the document will provide a good basis for achieving the real benefits of working in partnership and also for ensuring continuous improvement and learning from it.

It will also help to identify the extent to which people in the District get value for money as a result of the Council's investment in partnership working and reduce the risk associated with partnership working – not just to Braintree District Council but to all stakeholders.

Timescales

If the Framework is adopted it is suggested that:

- it be applied to all partnerships which are established from this point on
- the evaluation toolkit be completed by the lead officers for partnerships listed in Appendix 1 (which is still to be finalised) over the course of the next calendar year – linking in with the Business Efficiency Review process where necessary

Sara Moutard
Head of Partnerships and Performance



A Framework for Partnership Working

Braintree District Council
January 2007

Contents

	Page
Introduction	
Value for Money	4
About this Framework	4
Comments and feedback	4
Part 1 – About Partnership Working	
1. Why work in partnership?	5
2. Types of partnership	5
3. What this Framework does NOT cover	6
4. Characteristics of an effective partnership	6
5. Skills for effective partnership working	7
Part 2 – Setting up a Partnership – Guidance and Procedures	
1. Is the partnership necessary?	8
2. The Partnership Checklist	8
3. The Partnership Agreement	8
4. The Partnership Register	8
5. Business Plans	8
Part 3 - Partnership Performance, Review and Evaluation	
1. Measuring Performance in Different Types of Partnerships	9
2. Performance Measurement and Management	9
3. The Partnership Evaluation Process	10
Appendices	
Appendix 1 - List of Braintree District Council partnerships	12
Appendix 2 – Flow Chart – Is a partnership necessary?	14
Appendix 3 - Checklist for setting up a partnership with guidance notes	15
Appendix 4 – Partnership Evaluation Assessment	28

INTRODUCTION

This document provides a policy framework and formal guidance for partnership working, improvement and development at Braintree District Council.

Working in partnership with other organisations to deliver both individual and jointly agreed outcomes is now a core requirement in delivering effective public services. Due to recent and impending legislation and other policy initiatives, local authorities are increasingly expected to initiate, lead, be engaged in and engage others in partnership working.

A partnership approach ensures co-ordination by agencies across a range of service and policy areas. It can be a more effective and efficient way of using scarce resources. Partnerships can also ensure that businesses, the voluntary sector and the community get involved in identifying problems and working together to solve them.

Every partnership will have its own characteristics and it is not possible to cover every eventuality. The information set out in this framework, should however provide a good basis for achieving the real benefits of working in partnership.

Value for Money

The established definition of value for money is the relationship between economy, efficiency and effectiveness. Partnerships will achieve value for money if they can achieve equal or better outcomes for less expenditure. There is therefore a need to understand the costs of the partnerships and the benefits which arise out of them. This framework will help to identify the extent to which people in the District get value for money as a result of the Council's investment in partnership working. It will also reduce the risk associated with partnership working – not just to Braintree District Council but to all stakeholders.

About this framework

This framework comprises three main parts:

Part 1 – About partnerships and partnership working – general information for all those involved in partnerships

Part 2 – Setting up a partnership – guidance

Part 3 – Evaluating partnerships – guidance and procedures to be followed.

Where appropriate this framework must be read alongside the Council's Project Management Toolkit.

Comments and feedback

Please send comments and feedback on this framework and suggestions on how future editions could be improved to Sara Moutard, Head of Policy, Braintree District Council.

PART 1 - ABOUT PARTNERSHIP WORKING

This part of the framework considers the following issues:

1. Why work in partnership?
2. The types of partnership covered by this framework
3. What this framework does **not** cover
4. Characteristics of an effective partnership
5. The skills needed for effective partnership working

1. Why work in partnership?

The main reasons for justifying partnership working are:

- To deliver co-ordinated packages of services to individuals
- To tackle cross-cutting issues
- To reduce the impact of “silo-working”
- To maximise limited funds and other resources
- To bid for, or gain access to, resources
- To create synergy - the combined interaction between partners is greater than the sum of their individual parts and
- To meet a statutory requirement.

2. Types of partnership

There are many different types of partnerships which can be created for a number of different reasons. Braintree District Council has however identified the following four main types of partnership:

- a) Strategic
- b) Operational
- c) Partnering Contracts
- d) Service Level Agreements

Descriptions of each type are set out below and a list of our current partnerships is attached at **Appendix 1**.

Some of these partnerships are considered to be ‘significant partnerships’ ie the Council incurs expenditure of more than £50,000 as a result of its involvement in the partnership and/or it has responsibility for key strategic or operational issues. These partnerships are highlighted in **Appendix 1**. They are scrutinised by the Council’s auditors on a regular basis.

a) Strategic

An agreement between partners to establish a shared strategic vision and to work in a co-ordinated way towards achieving it. These partnerships will not normally carry out specific projects but may commission them from other partnerships or from partner organisations.

b) Operational

An arrangement to work together operationally to achieve a specific tangible outcome or to deliver a specific project.

Operational partnerships do not have contracts – rather they rely on a partnership agreement and minutes / action points from meetings to plan and monitor delivery.

Where an operational partnership is set up to deliver a specific project this guidance can be utilised alongside the Council's Project Management Toolkit.

c) Partnering Contracts

A contractual agreement between the Council and a contractor – whereby the contractor agrees to provide services (which the Council would otherwise provide itself) on behalf of the Council in return for an agreed fee. The key features of the contract are left to the parties involved to agree.

The majority of issues will be formalised in the associated contract documentation as opposed to a Partnership Agreement.

d) Service Level Agreements

Situations where the Council provides a financial revenue contribution to another party, above a specified amount, in order specifically that the party can provide ongoing services for the benefit of the community. The agreement is evidenced through the completion of a Service Level Agreement.

4. What this Framework does NOT cover

The following are NOT considered to be partnerships for the purposes of this Framework:

- Contracts for the delivery of the Housing Maintenance Capital Programme or the General Fund Capital Programme unless the value is over a specific amount and it has been agreed by the Project Manager and Management Board that a partnering contract arrangement needs to be established
- Professional officer associations or organisations
- Networking forums
- Advisory groups (unless the Council provides a significant contribution to the Group other than a subscription)
- Parish clusters
- Agreements with parish councils for the payments to them of funds to enable them to carry out work in their local area which would otherwise be carried out by the District Council (except where the payments exceed £50,000 and / or it has been decided by the Lead Officer and Management Board that the arrangement should be covered by this Framework).
- Situations where Councillors have been nominated to be representatives of the Council on outside organisations or bodies (other than those which are specified in the list at **Appendix 1**). The arrangements for these together with details of the members roles and responsibilities are set out in the Council's Constitution.

5. Characteristics of an effective partnership

The main characteristics of an effective partnership are set out below. One of the purposes of this framework is to ensure that these characteristics emerge as part of a planned and managed partnership process – both in setting up the partnership and in reviewing it on an ongoing basis:

- a) **Clear, shared objectives.** Agreement on the vision and purpose of the partnership; a belief by all parties that partnership is the best tool for achieving those objectives and collective confidence that the partnership is able to achieve those goals.
- b) **Commitment to the partnership.** The parties are prepared to work on behalf of the partnership and accept the need for compromise and negotiation. They are

willing to share risks, benefits and responsibility. They see the work of the partnership as part of their “real” work. They work collaboratively to achieve their shared agenda. Commitment should be clear and recorded.

- c) **Clear roles and responsibilities.** All members of the partnership understand why they are there and respect the roles of the other members. It is clear how individuals and the partnership collectively are accountable, including legal responsibilities.
- d) **The partnership has the right members.** A balance is struck between involving a wide range of stakeholders and having a partnership board which is tight enough to get things done. Key stakeholders are present and represented by individuals who have the authority to commit their agency to the partnership’s decisions.
- e) **There is a high level of trust.** This is reflected in member’s confidence in the partnership’s ability to succeed.
- f) **Strong leadership.** An authoritative chair who can command the respect of other agencies. However, the importance of individual personalities should not be overlooked.
- g) **A clear plan.** Everyone understands what is to be done, by whom, with what resources and by when,
- h) **Good communication.** The partnership operates in an open and transparent way and maintains a dialogue with all the stakeholders whether directly represented on the partnership or not.
- i) **Identified resources.** All partners understand the resource contribution they are required to make in terms of time, personnel, finance etc. All contributions are agreed by partners.

6. Skills for effective partnership working

The key skills required in a partnership include:

- a) Vision and consensus building
- b) Communication
- c) Networking
- d) Change management
- e) Conflict management
- f) Negotiation
- g) Influencing

Not every member needs all these skills but the partnership collectively needs to recognise their importance and be able to draw on them. A useful exercise will be carry out a skills audit at the outset of the partnership to identify any gaps or weaknesses.

Another key to the success of partnership working is the quality of the relationships that exist between the people in the partnership. Great effort should be taken to building relationships between individuals – particularly when the partnership is first established. This will ensure that people from different organisations know and understand the roles that each of them ‘brings to the table’ and the associated pressures that they may have in their ‘day job’ which could impact on the success of the partnership.

A useful way of building relationships at the outset – where the Council is the lead organisation - would be to engage the proposed partnership members in the completion of the Partnership Checklist (referred to later) - hence ensuring joint sign up to the Partnership Agreement and mutual ‘ownership’ of the arrangements.

1. Is the partnership necessary?

Firstly, it is important to make sure that setting up a partnership is the best approach. Partnership working can be both costly and time consuming, and is not the answer to every problem. The flow chart at **Appendix 2** sets out a series of questions which must be answered before too much effort is invested into the project.

2. The Partnership Checklist

Having established that a partnership is the way forward, the Council's Lead Officer on the partnership should use the Partnership Checklist attached at **Appendix 3** as guidance when setting it up.

The Checklist can work in several ways:

- a) As a guide for setting up a new partnership (or adapting an existing one);
- b) As a checklist of any documentation which may be necessary
- c) As the basis of a partnership agreement if one is felt to be necessary
- d) As a helpful checklist for reviewing an existing partnership (to be used alongside the Partnership Evaluation Assessment referred to in Part 3).

The Checklist **must** be completed for all Significant Partnerships (see Part 1 Paragraph 2).

3. The Partnership Agreement

A partnership agreement must be completed for all significant partnerships. In other types of partnerships it may not be necessary – it will be for the partnership itself to decide whether they wish to complete one.

Where it is felt that one is appropriate the completed Checklist and any supporting evidence can together form the Partnership Agreement. A separate document will not be needed.

4. The Partnership Register

The Partnership Register will be maintained by the Partnerships and Performance Team. It will include details of all of the Council's strategic, operational and contractual partnerships.

5. Business Plans

Partnership commitments need to be included in the Council's Business Plans together with details of the resources (both from within the service and outside it) which are needed to make the partnership work effectively.

1. Measuring Performance in Different Types of Partnerships

The methodology for measuring and reviewing the performance of a partnership will depend on the type of partnership in question.

Strategic Partnerships

The Audit Commission acknowledges:

- that the benefits of these are difficult to quantify other than through Quality of Life indicators. (these will be developed during 2007 / 2008) and general quality of life and satisfaction surveys
- That it is only possible to measure the outcomes of some partnerships on a long term timescale
- That instead of the more accepted methods of performance management through the development of indicators and targets, the benefits of strategic partnerships can be assessed through examining what has changed and improved as a result of the partnership and how things are done differently in the partner organisations.

The use of Local Area Agreements (LAA's) will also provide important and more strategic measures for Local Strategic Partnerships in terms of outcomes in their particular areas. LAA's are currently being developed and expanded. As their use becomes more integrated into the partnership working in local areas this Partnership Framework will be updated accordingly.

The cost of strategic partnerships will be assessed through the use of the Partnership Evaluation Assessment attached at **Appendix 4**.

Operational Partnerships

Measurable outcomes, performance indicators and targets will be established for all operational partnerships.

Partnering Contracts and Service Level Agreements

The measures for contractual partnerships will be set out in the contract documentation and the Service Level Agreements.

2. Performance Measurement and Management

To ensure that partnership performance is managed, it is important that:

- there are clearly defined and shared objectives . . .
- for which there are appropriate shared indicators and targets . . .
- with relevant shared timescales . . .
- combined with regular reviews and shared procedures for agreeing corrective action if it can be seen that performance is slipping.

It will be appropriate in some instances for the performance of the partnership to be monitored through the Council's performance measurement systems.

3. The Partnership Evaluation Process

It is essential that the Council continues to ensure that its partnerships are delivering value for money and improved outcomes for people in the District. This will be achieved by ensuring that each partnership carries out an evaluation of its activities, outcomes and the level of resource allocated to it at least every year.

A Partnership Evaluation Assessment which will be applied to **all** partnerships that the Council is involved in is attached at **Appendix 4**. The Council's Lead Officer on the partnership will be responsible for completing the evaluation.

Where the partnerships are led by other organisations (eg. Essex County Council) and they have their own system of evaluation, the Assessment will still need to be completed but appropriate adjustments can be made where appropriate to ensure that it can be demonstrated that Braintree District Council is continuing to achieve value for money and appropriate outcomes from it.

Evaluations which have been carried out by other organisation and which Braintree District Council officers have been involved in must be forwarded to the Partnerships and Performance Team for inclusion in the Partnership Register. They will be made available for audit purposes when appropriate.

APPENDIX 1 LIST OF PARTNERSHIPS

NOTE 1 - Key:

S = Strategic Partnership O = Operational Partnership PC = Partnering Contract

SLA = Service Level Agreement

For definitions see Part 1, Paragraph 2, Page 5.

NOTE 2 - Many of the Council's main partnerships form part of the Braintree District Local Strategic Partnership (known as PACT – Partners and Communities Together). Where this is the case they are marked with an asterisk *.

‘Significant Partnerships’

The following partnerships are identified as the Councils ‘significant partnerships’ as at October 2006. The definition of significant partnership is where there is an input of £50,000 or more from the District Council and where it was considered the Council's reputation may be put at risk.

Name of Partnership	Type	Lead Officer	BDC Funding
The Braintree District Local Strategic Partnership (PACT) Executive Group*	S	Sara Moutard	£20,000 (1)
Witham, Braintree and Halstead Care Trust (Mid Essex Primary Care Trust) – Care Call and Elderly People's Services Partnership	O	Joanne Albini	£445,000
The Braintree District Community Safety Partnership*	S / O	Charmaine Dean	£120,000 (2)
‘Street Scene – Working in Partnership’ Agreement	O / SLA	Paul Partridge	£74,000
Citizens Advice Bureau	SLA	Charmaine Dean	£235,836(3)
Business Development Services	O	Russell Everard	£62,560
Braintree Community Transport	O	Russell Everard	£50,620
Braintree Housing Partnership	S / O	Joanne Albini	(4)
Braintree District Museum Trust	O	Charmaine Dean	£120,000
ICT Partnership Agreement – Serco	PC	Cherie Root	£882,084
Leisure Partnership Agreement – DC Leisure	PC	Charmaine Dean	£726,000
The Essex Procurement Hub	O	John Wickes	£141,500 (5)

- (1) One off funding from PSA Round 1 reward grant. The LSP is due to be reviewed during 2007
- (2) This funding is under review
- (3) 3 year funding agreement from 2005 – the amount is Index-linked
- (4) Staff support and land – values being assessed
- (5) Figure for 2007/2008. Figure will increase year on year. A rebate of £69,600 is anticipated in 2007 / 2008 and has been built into the business plan. The target is for the partnership to break even on an annual basis by August 2009.

Other partnerships (Note – list to be finalised)

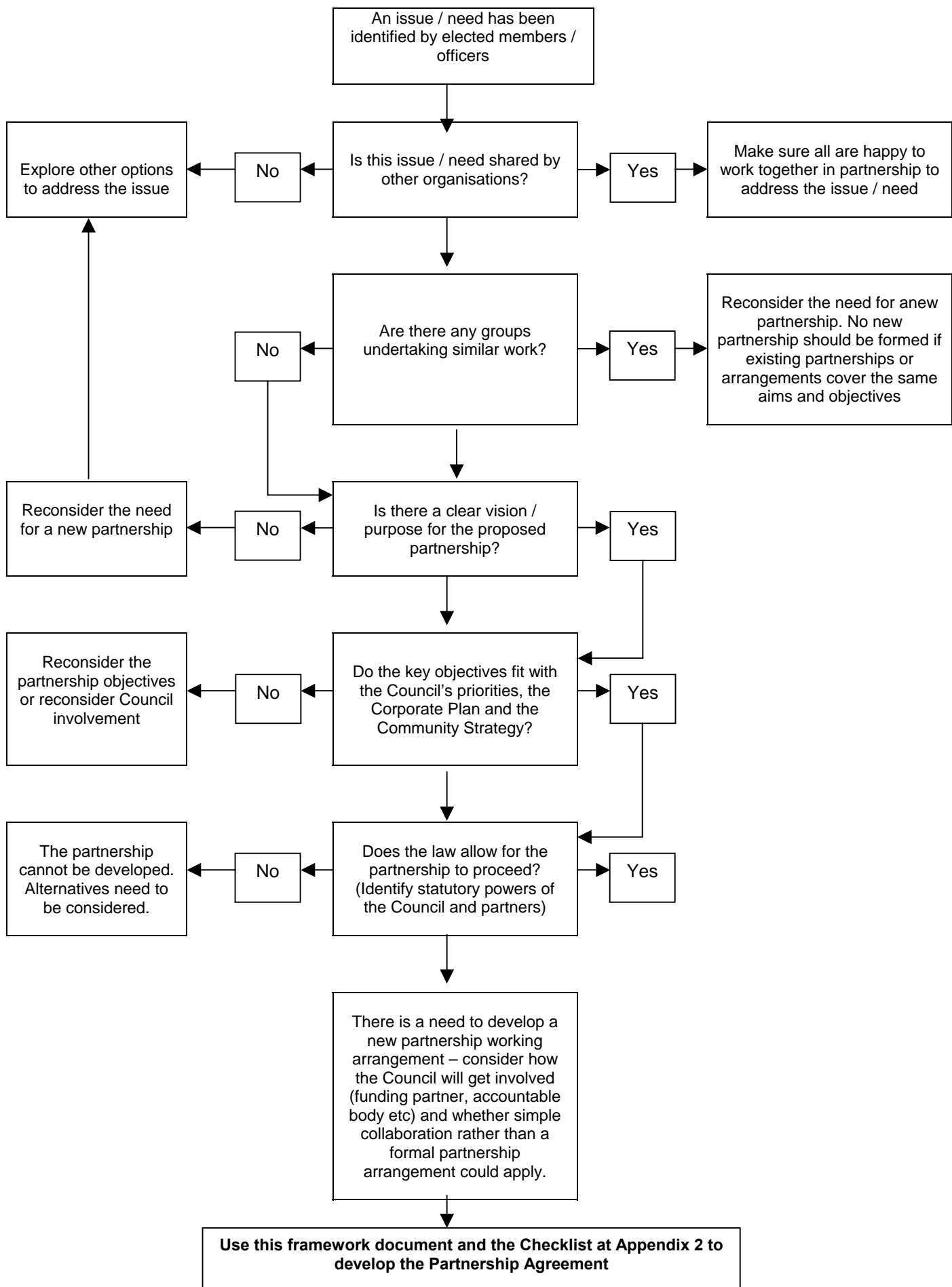
Name of Partnership	Type	Lead Officer	
Create a cleaner and greener District			
1	Waste Minimisation Bulky Waste Collection	O	Peter Chisnall
2	Essex & Southend Joint Municipal Waste Strategy and Contract	S / PC	Peter Chisnall
3	Dedham Vale and South Suffolk Countryside Project	O	Mel Crowe
4	River Colne Countryside Management Project	O	Mel Crowe
5	Essex and South Suffolk Community Rail Partnership	S / O	Darren Butler

Help People to feel safe and well			
6	The Braintree District Responsible Authority Group*	O	Helena Goodwin
7	The Braintree District Drugs Reference Group*	O	Helena Goodwin
8	The Braintree District Domestic Violence Panel*	O	Helena Goodwin
9	The Police Community Tasking Groups*	O	Helena Goodwin
10	The Braintree District Hate Crime Panel	O	Helena Goodwin
11	The Braintree District Children and Young People's Partnership*	S	Craig Horner
12	The Braintree District Pathfinder Children's Trust*	O	Craig Horner
13	Essex County Council – Braintree District Youth Council*	S / O	Craig Horner
14	The Economic Development Partnership Board*	S	Russell Everard
15	The Transport Partnership Board*	S	Paul Munson
16	The Cultural Partnership Board*	S	Jean Grice
17	The Braintree District Compact Steering Group*	S	Angela Verghese
18	The Supporting People Partnership	S / O	Joanne Albini
19	Mutual Aid Emergency Planning	S / O	Kathy Brown
20	Essex Core Resilience Team	SLA	Kathy Brown

Create a better place to live, work and play			
21	Stansted Area Housing Partnership	S / O	Tim Lucas
22	Rural Housing Enabler	S / O	Tim Lucas
23	Haven Gateway Housing Sub-Region	S / O	Tim Lucas
24	Braintree Women's Aid (Women's Refuge)	O	Daryl Brotchie
25	Private Sector Leasing Scheme	O	Tim Lucas
26	Braintree District Care and Repair	O	Steve Taylor
27	The Braintree District Play Strategy Partnership*	O	Craig Horner
28	Braintree District Community Sports Project*	O	Taiwo Ajayi
29	Rural Community Council of Essex (joint working on Parish Plans and Village Design Statements in the District)*	SLA / O	Kitty Barrett
30	Braintree District Voluntary Support Agency*	SLA	Angela Verghese

Improve performance and deliver better value			
31	Essex Strategic HR Partnership	S / O	Helen Krischock
32	Learning and Skills Partnership	O	Helen Krischock
33	Essex County Council - Witham Library – shared office arrangement	O	Chris McCloud
34	Essex On Line Partnership	O	Cherie Root

APPENDIX 2 - FLOW CHART – IS A PARTNERSHIP NECESSARY?



APPENDIX 3 – PARTNERSHIP CHECKLIST

See accompanying guidance notes when completing this checklist.

	Control	See Guidance Note
1. Ways of working		
1	What are the aims and objectives of the proposed partnership? How do they contribute to the priorities outlined in the Community Strategy and Braintree District Council's Corporate Plan?	1
2	Have the partner organisations formally agreed to the creation of the partnership and its aims and objectives? How do the aims and objectives contribute to the partner's organisational and strategic plans?	1 6
3	Is there a business case for setting up the partnership? Has it been agreed by Management Board and if appropriate by Councillors / Cabinet?	2
4	Has the type of partnership been defined?	3
5	Are the partnership's activities within the Council remit?	4
6	Is a legal agreement required?	4
7	Is the Council's commitment to equalities shared by partners and our commitment to achieve Level 3 of the Local Government Equalities Standard acknowledged?	7
2. Membership, roles and responsibilities		
8	Who is the Lead Officer for Braintree District Council?	5
9	What will be the role of elected members in this partnership and who will be the lead member? How will they feed back to the rest of the Council?	5
10	Have the roles and responsibilities of the partners been defined?	5
11	Who are the members from partner organisations? Provide names and details.	5
12	Are the members of sufficient seniority to be able to make decisions on behalf of the organisations they represent and appropriate for the agreed purpose and objectives of the partnership?	9
13	Who will be initially chairing the partnership and for how long? What arrangements are in place for reviewing the chairing arrangements?	5
14	What arrangements are in place for administering the partnership? Have meeting arrangements been agreed? What will the quorum of the meeting be? How will any potential conflicts of interest be addressed?	9
3. Governance, Decision making and Accountability		
15	How will the partnership be held to account and to whom?	9
16	What will be the voting arrangements and are the members of the partnership entitled to vote on behalf of their organisations?	9
17	Have arrangements been put in place to ensure that both the Council's and other partner organisations governance arrangements will be adhered to?	9
18	How and with what frequency will Braintree District Council elected members and Management Board be kept informed of progress?	9
19	How and with what frequency will members from partner organisations feed back to their respective organisations?	9
4. Other procedures and processes		
20	Has the partnership established a communication plan?	10
21	Is the voluntary sector involved? If so have the provisions of the Local Compact been taken into account?	5 13.2
22	Is an information sharing protocol needed? If so is one in place?	8
23	Have any consultation arrangements and protocols been agreed?	11
24	Is there an exit strategy?	12

5. Resources		
26	What non-financial resources will be required from each of the partners? Are they available?	13
27	Has the partnership been added to relevant Business Plan as a partnership commitment?	Part 2 (5)
28	Have all appropriate personnel issues been covered?	13
29	Has the partnership looked at, and addressed the characteristics of an effective partnership?	Part 1 (5)
30	Will the partnership use any premises exclusively? If so, on what terms and conditions?	13.1

6. Finance		
31	Has the partnership answered all of the applicable financial questions set out in Guidance Note 14.1?	14.1

7. Risk and insurance		
32	Has a risk assessment been completed?	15.3
33	Have the potential barriers to the success of the partnership been identified and addressed?	15.2
34	Has guidance on insurance issues been obtained and acted on?	15.4

8. Planning and review		
35	How will the success of the partnership be assessed? What are the proposed outcomes for the District?	Part 3
36	Are robust performance management arrangements in place which meet the requirements of all partners?	Part 3
37	When and how will the partnership be reviewed, and by whom? Are the partners aware of and are they signed up to the Council's Partnership Evaluation requirements?	Part 3 (3)

9. Complaints and disputes		
38	How will complaints be handled? Have all partners agreed to the arrangements and acknowledged the need to co-operate in any Ombudsman enquiries?	16
39	How will any disputes be resolved? Have all partners agreed to these arrangements?	17

10. Termination of the partnership		
40	How will the partnership be brought to an end?	12
41	What mechanisms will be used to value and realise any assets and determine liabilities? If there is a surplus, how will the surplus be shared between partners? If there is a shortfall, how will the shortfall be met by the partners?	12

Guidance Notes for Completing the Partnership Checklist

Contacts:

Non-financial issues - Sara Moutard – Head of Policy unless otherwise stated

Finance issues - Trevor Wilson – Deputy Director of Finance

1. Aims and objectives

The aims and objectives of the partnership need to be clear and measurable with identifiable and stated outcomes. The best way to ensure this is to make all the objectives SMART. The objectives should be shared, agreed and understood by all partners, with a common will to succeed. They should always link into the Community Strategy, the Council's Corporate Plan and priorities and those of our partner organisations.

2. Business Case

Business Cases must be completed before any partnerships are established. The Council's Project Management Toolkit contains further information about completing a business case.

In particular, the Project Management Toolkit must be used alongside this Framework where the proposed partnership has been set up to complete a specific project.

3. Partnership definition

The partnership needs to define which of the three recognised types it will form. Is it a strategic, operational, a contractual partnership or a Service Level Agreement (see Part 1 - Section 2)?

4. Required legal form

The legal basis of the proposed partnership needs to be looked at. It may not be possible for the Council to be involved, because the potential activities of the partnership may be beyond our remit. In some instances a formal contract may be required.

Contact: Sharon Lowe – Solicitor to the Council

5. Roles and responsibilities

The role of the Councillors, Senior Officers and other staff in each agency and their inter-relationship and roles with the partnership need to be identified as does the Lead Officer for Braintree District Council. Where there is an associated project, the Programme Board and Project manager roles will also need to be agreed as part of the Project Management arrangements. These should be linked.

Where voluntary sector representatives or organisations are involved in the partnership, the terms of, and codes of practice which have been agreed under, the local Compact agreement must be adhered to.

6. Principles of working together

Establishing principles of working together helps the personal and social side of partnership working, and partner relationship building. Principles should include trust, inclusiveness, confidentiality, respect, open discussion and value for money. See also Part 1, Paragraphs 4 and 5 (characteristics and skills).

7. Equal Opportunities Agreement

Braintree District Council is working towards achieving Level 3 of the Equality Standard for Local Government – both in its provision of services and as an employer. Accordingly, all its activities must be consistent with these principles, including its involvement in partnerships.
Contact: Sheila Cook – Policy Officer (Equity and Access)

8. Information Sharing Protocol

This section only applies to partnership arrangements that involve the sharing, storing or collecting of information.

The sharing of information is fundamental to the success of any partnership initiatives. Protocols developed for information sharing initiatives do NOT have any legal standing, but they help to ensure good practice in information sharing between all agencies that may be involved in partnership working.

One of the most common benefits that result from partnerships is that newly available information can enable partners to target their services more effectively. There are some restrictions on the exchange of information about individuals, e.g. because of the Data Protection Act. However, there is also much scope for information held in different places to be combined to good effect.

Some Information Sharing Protocols are already in place between partners. The existence or otherwise of these should be researched and their appropriateness to the partnership established before further action is taken under this aspect of the Partnership Checklist.

Information is an asset of the Council and it is important that responsibility is assigned and appropriate controls are put in place.

What to consider when developing an Information Sharing Protocol:

- a) The partnership may choose to develop the protocol themselves or to commission someone to draft it for them. Appropriate advice should be sought in all instances.
- b) The person or group responsible for developing the protocol should consult with all partners and stakeholders with a view to the adoption of a common format and common or integrated procedures where appropriate.
- e) Reviewing protocols developed for the same user group elsewhere or for other user groups can shorten the development process, but should be done with a clear understanding of the local requirements and environment.

What should be covered in the protocol:

The following issues should be included:

- a) What information is to be shared and for what purpose
- b) How the information is to be shared
- c) Who is responsible for the information at each stage including access and disclosure
- d) How data can be requested and how it should be disclosed
- e) How requests for data should be responded to
- f) How data should be transferred and how it should be received and stored
- g) How, if at all, it can be shared
- h) The methodology and frequency with which the information sharing protocol should be reviewed.

All disclosure decisions should be recorded. It is a matter of good practice and could be very important if records have to be relied on in the future.

Sometimes information can be disclosed without the individual knowing. This can be done where relevant exemptions apply.

Contact: Mike Letch – Performance Manager

9. Decision making procedures and accountability

A partnership's work can be seriously impeded if decisions have to be separately ratified by the partners in advance and if the partner's decision-making processes or timetables do not fit well together. Therefore, the members of the partnership should have sufficient authority to commit their organisations to a particular course of action. They should also establish swift mechanisms for feeding back progress to their organisations and to get board or executive decisions when necessary.

Partnerships should also plan their work carefully so that they know well in advance when decisions with significant policy or financial implications will need to be made. It is vital that all partners have enough time to evaluate the implications of potentially major decisions and to consider their own legal and financial advice.

It is important for the partnership to agree and record how decisions are made. The Partnership Agreement should therefore address:

- a) How the partnership makes decisions e.g. simple majority vote / casting vote by the Chair?
- b) What is a quorum for the decisions of the group?
- c) Who communicates decisions to people not present?
- d) How are the actions put into operation?

The partnership should also establish the ground rules for the governance of meetings. These should be kept to a minimum to avoid bureaucracy but be sufficient for clarity and effective operation. They should include:

- a) Who are members of the partnership?
- b) Who can vote?
- c) How often will meetings be held? Where?
- d) Can there be extra meetings? When and how can they be called and by whom?
- e) How does the agenda get set and by whom?
- f) Who is the Chair of the meeting? How is the Chair decided? How long will the Chair be in post? Are there any other positions which need to be agreed (ie accountant)? .
- g) Who takes notes of the meetings and records agreements / decisions made / actions to be undertaken?

10. Communication

A communication plan is vital because it ensures the partnership's main messages are communicated with one voice and misinformation is kept to a minimum. A complex strategy document is not necessary; the Partnership Agreement might just cover key messages, key audiences and channels of communication.

Communication mechanisms between the partnership and beyond it need to be agreed and adhered to.

11. Consultation

If the partnership is to carry out consultation with other stakeholders or with the community it is essential that the roles and responsibilities for carrying out that consultation are clearly defined and that all partners agree the adopted approach.

Additionally – research should be carried out to ascertain whether similar consultation has already been carried out by other organisations and whether it is possible to utilise that consultation as secondary research to supplement the proposed exercise or even to avoid having to do it completely.

12. Termination Provisions and Exit Strategies

The partnership agreement should include provision for both the planned and unplanned end of the partnership. While it may not be necessary to cover all of the circumstances in which a partnership may need to be ended, even small partnerships should agree termination provisions.

For example, if any partner wishes to terminate or withdraw from the partnership, the termination provisions may specify a minimum notice time. The partnership may also wish to include provisions for termination on other grounds, for example, legislative changes, overspends and breach. In these instances, a minimum notice period may not be necessary.

While it is hoped the partnership will be successful, it is wise to consider agreeing the procedure for removing a partner. If the partnership wishes a partner to leave, having an existing procedure should make the process easier and avoid further disagreement. The guidance on disputes should also be considered in this respect (see Guidance Note 17).

What should be considered

A clear exit strategy should address how to deal with on-going commitments and liabilities. In particular it should cover:

- a) Informing the funders
- b) How partner contributions will be distributed
- c) Providing appropriate final reports
- d) Outstanding contractual liabilities
- e) Personnel issues (e.g. TUPE and redundancy)
- f) Property issues (e.g. property transfer, including surrender of lease)
- g) Informing all stakeholders, customers and so on
- h) Informing insurers
- i) Reviewing the risk register

13. Personnel and other ‘non finance’ related resources

Resources to achieve the aims and objectives of the partnership, and how they will be provided, must be identified. Commitments from all partners should be defined.

This Guidance Note covers accommodation and personnel issues including secondments and the use of volunteers.

13.1 Accommodation

Joint occupancy, and letting Council accommodation to partners or renting it from others can raise many issues.

Any proposals to do this must be channelled through the Head of Asset Management and be agreed by Management Board.

13.2 Personnel Issues

When employing or seconding staff or volunteers both full-time and part-time, there are many issues that need to be handled carefully. It is therefore essential that the Human Resources Team (HR) is consulted from the outset.

Seconding staff

For the purposes of this framework the terms “Parent” and “Host” are used as follows:

Parent - the employer from whom the secondee has come. The parent is liable for any redundancy costs unless agreed otherwise in the secondment and partnership agreements. It will also be necessary to agree what each partner will contribute to any potential costs (who will pay travel insurance and subsistence costs etc).

Host - the partner organisation or partnership to which the employee is seconded into.

Where an employee is to be seconded, then a secondment agreement between all three parties (the employee, the parent organisation and the host organisation) will need to be drawn up.

In the case of seconding staff to the partnership (where it is a legal entity) a clear agreement must be drawn between partner organisations and individual employees. Secondment agreements can be complex and give rise to liabilities. Advice **MUST** be sought from HR in the first instance.

Volunteers

In the case of volunteers, consideration must be given to supervision, training and equipment needs and which partner is responsible.

It is also important to identify any insurance required to cover volunteers (see Guidance Notes 13.2 and 15.4) and to decide how any out of pocket expenses will be reimbursed. The Compact Code of Practice on the use of volunteers should be adhered to at all times.

CRB Checks

For all employed and volunteer staff, checks with the Criminal Records Bureau (CRB) must be carried out if working with children, young people or vulnerable adults.

Contacts:

Helen Krischock – Head of HR - for employment related issues

Charmaine Dean – Head of Public Protection and Healthy Living – for CRB checks and procedures

Angela Verghese – External Funding and Voluntary Sector Development Manager – The Compact and its associated Codes of Practice

14. Finance Issues

The financial issues listed below will need to be considered by the partners in the proposed partnership before it is set up. These will vary depending on the type of partnership and the

size, scope and cost of the associated project(s). Further details are set out below under the following headings.

- 14.1 The key financial questions which must be considered and put in place before setting up the partnership
- 14.2 Details of the 'Accountable Body'
- 14.3 Tax payments and VAT
- 14.4 Funding arrangements:
 - Grants
 - Match funding
 - Sustainability
- 14.5 Retention of records
- 14.6 Indirect costs
- 14.7 Apportionment of losses
- 14.8 Expenditure control procedure and audit arrangements
- 14.9 Service Level Agreements
- 14.10 Contracting and Standing Orders

14.1 The key financial questions

The following questions **must** be answered and supporting information provided as part of the process for establishing the partnership.

1. Is there an Accountable Body (see 14.2 below)?
2. What are the "overt" commitments (cash, people, resources) to the partnership by Braintree District Council?
3. What are the "overt" commitments by other partners and individuals?
4. Are there any "covert" financial implications? From / by whom? Can and should these be recorded?
5. Has the level of commitment been appropriately budgeted for and authorised?
6. Have accounting codes been set up?
7. Who is the budget holder?
8. How and when are accounts presented?
9. Will accounts be audited?
10. How is expenditure authorised by the partnership?
11. Are there any other potential liabilities – e.g. redundancy payments
12. If this is a 'significant' partnership there may be a number of legal/financial liabilities. If so – what are they?
13. What are the insurance implications (see Guidance Note 15.4)
14. Are there VAT implications from the services undertaken, payments or agreements/ contracts?

14.2 The 'Accountable Body'

Normally, where projects are funded by grants, the funding body requires that one of the partners take on the role of 'accountable body'. The accountable body's role is to act on the partnership's decisions and to manage and administer the partnerships finances.

The role involves:

- Administering and taking responsibility for the funding (e.g. ensuring there are structured financing procedures)
- Providing resources (e.g. staff, facilities) to report on the obligations of the partnership
- Ensuring that the grant allocated is spent according to the agreed plan
- Establishing and maintaining effective systems for auditing and monitoring spend.

In order to qualify as or be appointed an accountable body, the body must be:

- Nominated to act on behalf of the partnership
- A legal entity
- Capable of meeting legal obligations

An accountable body may either be the partnership itself (if it has sufficient legal status) or one of the members of the partnership acting on behalf of the rest of the partners. In principle, the Council will consider being accountable body subject to a detailed risk assessment of the responsibilities and potential costs.

Management Board must approve proposals for each partnership where the intention is for the Council to take on the role of Accountable Body.

14.3 Making provision for tax payments and VAT

VAT is a very complicated area and advice must be sought prior to the Council entering into any contracts, agreements or other obligations to enable the partnership to be structured in a tax efficient manner.

Where partnerships involve organisations other than Local Authorities, it is possible that it may be unable to recover some or all of the VAT on its expenditure. The VAT liability of any transactions between partners must also be considered. Without proper adherence to VAT legislation the partnership may find that its funding is less than expected and if VAT rules are not followed, interest and other penalties may have to be paid.

14.4 Sources of Funding

The agreement should be clear on the anticipated sources of funding and any funding obligations expected of the partners:

- **Grants**

Grants often form the main funding for partnerships. The terms and conditions of those grants, including document retention, must be clear. All funding should be identified, responsibilities allocated and conditions of grant established.

The following issues and the implications of each must be considered when setting up the partnership:

- a) If the grant is not spent in time-scale, do the funds have to be returned?
- b) If the grant is of a capital nature, are there any ongoing revenue liabilities for the Council?
- c) If a service needs to continue beyond the grant-funding period, does it need to be mainstreamed? In such cases, Councillors should be consulted in advance.

The partnership agreement should reflect the requirement that where the partnership receives grant income, all partners will comply with the requirements specified and will provide information required to enable this.

For sources of external funding, please contact Angela Verghese – External Funding and Voluntary Sector Development Manager

- **Match- funding**

Some grants require match funding from the partnership either from the Council or another partner. Where this is the case, the following should be considered:

- a) What match funding has been identified and from whom?

- b) Can the providers of the match funding ensure that it will be delivered at appropriate times and in such a manner as not to jeopardise the partnership / project?

- **Sustainability**

The agreement should consider what would happen should funding cease partially or in its entirety and the implications for any staff whose salaries are met out of the funding.

14.5 Retention of records

The period for retention of records may be affected not only by the rules of the Accountable Body, but also by the funding body. The appropriate requirements need to be identified and, if appropriate, built in to the partnership agreement.

14.6 Indirect costs

Whilst recovery of direct or incremental costs associated with the partnership is rarely controversial (provided funding and reimbursement principles are agreed in advance) the situation regarding indirect costs is not always clear. These can be considered as a share of pre-existing costs such as accommodation or supervision or central support costs such as finance or personnel. Should the partnership wish to reimburse such costs, there are a number of ways that these can be recovered and the partnership agreement should define what is acceptable.

14.7 Apportionment of losses

Whilst losses may not be anticipated, they may occur, especially in the early start up period of a new venture. To avoid any disputes, the basis of sharing any losses should be agreed in advance. The same principle will also apply to growth pressures.

14.8 Expenditure Control Procedure and Audit Arrangements

It is important that the partnership agrees formal procedures on expenditure control which provide reassurance to partners on the use of funds and which comply with the partner's own financial control procedures.

The Partnership Agreement should also set out what is to be audited, when this is to be done, and who will undertake the task. It should also be clear that the partnership might be called to account to the Council's Scrutiny Committee at any time.

14.9 Service Level Agreements

Depending on the nature of the partnership, support services may be provided by one of the partners. It is important that the scope and cost of such support is clearly defined at the outset and that it is reviewed on a regular basis as part of the partnership evaluation process. It may be appropriate for Service Level Agreements to be entered into in some instances to ensure clarity.

14.10 Contracting and Standing Orders

The Council has rules governing procurement activity including contracts procedures and requirements for tendering. These are set out in the Council's Standing Orders which also include other rules governing the Council's activities. The need to adhere to these must be recognised in the partnership agreement.

15. Risk and insurance

This Guidance Note covers:

- Risk profiling
- Categories of risk
- The need for risk assessments
- Insurance issues

15.1 Risk Profiling

Risk is the uncertainty surrounding events and their outcomes that may have a significant effect (either enhancing or inhibiting) on the achievement of the aims and objectives of the partnership, its operational performance, or ability to meet the expectations of stakeholders.

Risk profiling is the process of identifying and analysing these risks, noting the likelihood of the risk occurring and the impact should it happen. In doing so, it will act as a focus for those risks that require particular action and prioritisation.

15.2 Categories of Risk

Brainstorming the risks faced by the partnership within the following categories often assists the process:

- a) **Political** - Associated with failure to deliver either local or central government policy, or meet the local administration's manifesto commitments
- b) **Social** - Relating to the effects of changes in demographic, residential or socio-economic trends
- c) **Legislative** - Associated with current or potential changes in national or European Law, or possible breaches of legislation
- d) **Professional** – Associated with the particular professional nature of the service (e.g. provision of the service, advice giving etc...)
- e) **Financial** - Associated with financial planning, budgetary pressures, investment and adequacy or insurance covers
- f) **Physical** - Related to physical assets (e.g. security/damage/loss of property, accident prevention and health and safety)
- g) **Technological** - Relating to a reliance on operational equipment (e.g. IT systems or equipment), the capacity to deal with the pace/scale of technological change or ability to use technology to address changing demands
- h) **Contractual** - Associated with the failure of any contractual agreement, or of another party failing to deliver their service or product to the agreed cost and specification;
- i) **Environmental** - Relating to pollution, noise or energy efficiency of ongoing service operation
- j) **Competitive** - Affecting the competitiveness of the service (in terms of cost or quality) and / or its ability to deliver best value
- k) **Customer** - Associated with failure to meet the current and changing needs and expectations of customers.

15.3 Risk assessment

The Council requires that a risk assessment be carried out for its involvement in all partnership working arrangements.

Each partnership will be different: Some may only require a basic risk assessment exercise at initiation. Others may need a risk assessment at initiation with some ongoing risk review with all partners and others – particularly the significant partnerships should have robust risk

management processes during all stages including due diligence on all partners, developing exit strategies, learning the lessons etc.

Guidance should be sought from the Council's Insurance and Risk Manager as to the scope of the risk assessment needed. Guidance should also be sought when answering the questions in the Partnership Checklist which relate to risk related issues and during or after the completion of a risk assessment.

The risk assessment will need to be signed off by the appropriate Director / Head of Service and high-level risks recorded in the risk register (Strategic, or Business Unit Operational register).

Once the risks have been identified they should be recorded and regularly reviewed by the partnership. The review will summarise the measures / controls that are already in place to manage the risk and set an improvement plan for further actions that may be necessary.

A risk should be managed by the person/ group best able to manage and influence it. This might be an officer of the Council or a representative of one of the partner organisations. Risks will need to be regularly reviewed.

15.4 Insurance Issues

There are a range of different insurance issues which a partnership will need to consider – especially when using volunteers. In some instances existing cover may need to be adjusted to reflect the partnership arrangements. Guidance should be sought from Finance in every instance.

To assist with this the Lead Officer should consider providing the following information when requesting the guidance:

- Who or what can suffer injury, damage or loss through the action of the partnership or its officers?
- What activities will be carried out by Braintree DC staff?
- Where will the activities take place?
- Are volunteers to be used to deliver the activities of the partnership?
- Are the volunteers acting within the Council's remit or under our direction and control?
- If volunteers are acting under the remit of a partner or under partners' direction and control – has the partner organised insurance cover?
- If the volunteers are acting independently – have they been advised of the potential liabilities and have they arranged their own insurance protection (if appropriate)?
- Will secondment arrangements be put in place or will management of one partner's employee by another occur?

Contact: Martin Levy – Insurance and Risk Manager for all risk and insurance matters

16. Complaints about the partnership

16.1 Ownership

Due to the statutory aspect of the Council's work and the complexity of agreeing a separate complaints process, it is recommended that partners follow their own complaints procedures. The partnership agreement needs to describe how the ownership of each complaint will be decided, and therefore whose procedure it will follow. This may mean identifying a partner to take on complaints where ownership is not clear.

Any complaints should be fed back to the partnership on a regular basis as a means of identifying improvements.

In contractual partnerships, provision for dealing with and reporting of complaints will be dealt with in the contract documentation.

16.2 Complaints to the Ombudsman

Services Users have the right to make a complaint to the Ombudsman in relation to services provided (in partnership or not) by NHS and Local Government organisations if they are dissatisfied with the outcome of the relevant body's complaints procedure.

In most cases, before the Ombudsman can investigate a complaint, the partner must have had a chance to answer it through their own complaints system.

The partnership agreement should include provision that all the partners and service providers will be obliged to co-operate with any Ombudsman's investigations.

Contact: Steve Bore – Scrutiny / Complaints Manager

17. Dispute resolution

In contractual partnership instances, procedures for dispute resolution will normally be incorporated in the associated contract documents.

In other partnerships the partnership agreement should set out some simple rules to be followed to resolve disputes with a view to avoiding bad feeling and potential litigation. A co-operative approach and one where there is joint working amongst partners to ensure there is an appropriate resolution to the problems being experienced is key.

It will be necessary to consider what will happen if a partner defaults, for example, in failing to make the agreed contribution, failing to provide the service or failing to take part in the decision making processes of the partnership.

Ideally, disputes between partners should be settled on the basis of good faith and where possible, by internal discussion and negotiation within the partnership. Confidentiality should be maintained for as long as possible to reduce the chance of mis-reporting through the media.

APPENDIX 4 Partnership Evaluation Assessment

Background

This Assessment has been developed to enable evaluation of the Council's main partnerships, to assess their cost-effectiveness and to facilitate their development and improvement. It has been developed with reference to the Audit Commission's model for assessing partnership working 'Governing Partnerships' produced in October 2005, which set out key recommendations for public bodies.

Process

Evaluation of each of the Council's partnerships will take place once every 12 months.

The evaluation process will be co-ordinated by the Partnerships and Performance team who will also provide guidance and support where necessary.

Lead officers on each partnership will need to:

- Update the Partnership Checklist attached at **Appendix 3** if the partnership is a 'significant partnership'
- Respond to the questions set out in this Assessment
- Feed the results back to Management Board and the Audit Panel and (in the event of significant partnerships) Cabinet
- Share the results with partner organisations

Audit

The Partnerships and Performance team will maintain the Partnerships Register and will update it as and when new partnerships are created and evaluations of existing partnerships have been completed.

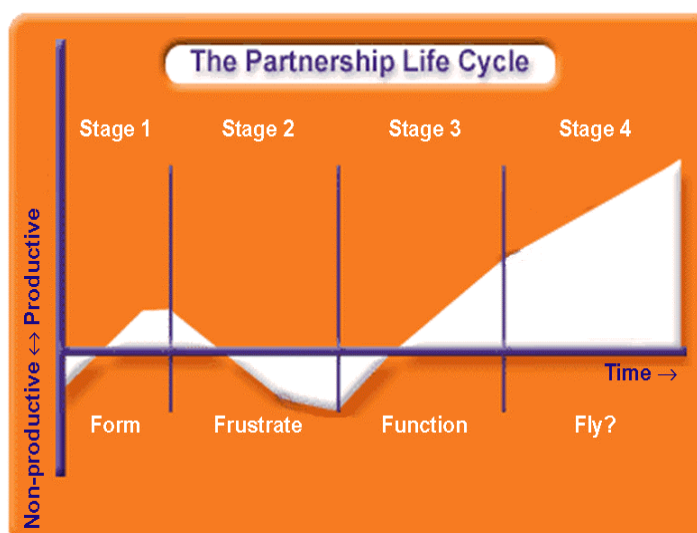
This process will link into the Council's annual Value for Money assessments and other audits and inspections.

PARTNERSHIP EVALUATION ASSESSMENT

1.	Name, position and organisation of person carrying out evaluation	
2.	Date	
3.	Partnership name	
4.	Lead organisation	
5.	Type of partnership: Strategic Operational Partnering contract Service Level Agreement	
6.	Date partnership began	
7.	Prospective end date	
8.	Is the partnership statutory? If so please specify the legislation.	
9.	Details of partner organisations and their representatives	

10. Please identify with a cross where you consider the Partnership to be on the lifecycle chart

- Forming – Common cause arising from shared interests, opportunities and threats. Early enthusiasm.
- Frustration – partners feel in a 'fog'. Doubts about what each partner brings
- Functioning – Renewed vision and focus. Clear roles and responsibilities
- Flying – Successful achievement of partnership goals. Trust and respect



11.	(‘Significant partnerships only) Please attach updated responses to the Partnership Checklist at Appendix 3 to support the evaluation	
12.	What have been the key outcomes of the partnership since the last partnership evaluation exercise? Please show how they are contributing to the District Council’s corporate priorities.	
13.	What has the partnership not been able to deliver which it had planned to and why not?	
14.	Has consideration been given to the lifetime of the partnership and whether it should continue?	
15.	Please state the approximate number of officers from BDC who actively work with the partnership	
16.	Please state the approximate average number of hours per calendar month that each officer has spent on working with the partnership over the last year.	

DRAFT

17.	Please quantify the following in £: <ul style="list-style-type: none">• Any revenue contributions which BDC has made to the partnership• Any capital contributions which BDC has mad to the partnership• The approximate cost of officer time spent on working with the partnership over the past year• Any other costs	
18.	Please list: <ul style="list-style-type: none">• The things the partnership does well• Recent improvements which have been made	
19.	Please list: <ul style="list-style-type: none">• Things which could be done better• Things that the partnership should start doing• Things it should stop doing.• Provide associated action points against each response.	

Partnership Evaluation - Summary Assessment Sheet

Name of Partnership:

BDC Representatives			
No. of Councillors		Annual time commitment	Days
No. of Officers		Annual time commitment	Days
Lead Officer			

BDC resource input (annually)	£
Revenue	
Capital	
Staff	
Other (please specify)	

The partnership is contributing to the District Council’s corporate priorities in the following ways:

Satisfactory mechanisms are in place in relation to the following working practices (Partnership Checklist refers):		
	√	Comment if applicable
Membership, roles and responsibilities		
Governance, decision making and accountability		
Related procedures and processes		
Resources		
Finance		
Risk and insurance		
Planning and review		
Complaints and disputes		

Should Braintree District Council continue to be involved in the Partnership?	YES / NO
State the rationale for your conclusion:	

Signed Designation
 Date