

Appendix 1

	File Reference	Leave Blank
Name of partnership	Joint Commissioning Partnership	
Partners	Warwick District Council, Bromford Housing, Jephson Housing, Servite Housing, Orbit Housing, Warwickshire Rural Housing Association, Housing Corporation (now known as Homes & Community Agency)	
Commencement Date	June 2007 initial discussions	
Purpose of PARTNERSHIP	Maximise the delivery of affordable housing across the district to meet housing need.	

	CONTROL	COMMENTARY Please refer to supporting documents/working paper references	Lead Officer
	ABOUT THE PARTNERSHIP		
1.1	Is the partnership to be a formal or informal one?	Formal	Satnam Kaur
1.2	Have the aims of the partnership been defined?	Yes	
1.3	Is purpose of the partnership short-term or long-term	Long term	
1.4	Who is the lead partner?	Warwick District Council	Satnam Kaur
1.5	What are the estimated costs to the council of contributing to the partnership (analysed)?	Officer resource – ad hoc basis Capital Budget to assist in delivery varies from scheme to scheme	
1.6	What (if any) is the financial liability of the Council if all other partners chose to withdraw from or terminate the agreement?	None	
1.7	Are there any other contingent liabilities?	No	
1.8	What are other parties contributing to the partnership?	Officer resource, grant, land.	
	CONTRACTUAL AGREEMENT		

2.1	Is there a contractual agreement which includes: <ul style="list-style-type: none"> • A constitution? • Legal, financial and personnel responsibilities? • Budgetary and accounting arrangements? • The monitoring of service delivery? • Nomination of a guarantor 	No ,only the monitoring of service delivery.	
CONSTITUTION			
3.1	Is there a written constitution?	No	
3.2	Does it define a management structure?	Not applicable	
3.3	Does it cover such issues as: <ul style="list-style-type: none"> • The frequency of meetings? • Quoracy? • The recording and distribution of minutes? 	Not applicable	
3.4	Does it identify: <ul style="list-style-type: none"> • Each partner's responsibility in terms of: financial liability (i.e. is it limited/ shared? • Who owns any assets and balances resulting from the partnership? • How will the partnership settle disputes? • Exit clauses and a mechanism for other variations to the agreement? • Any confidentiality issues? • Who will fit the roles of treasurer, secretary, and auditor? 	Not applicable	
LEGAL RESPONSIBILITIES			
4.1	What provision has been made for compliance with the law e.g. With respect to health and safety, data protection, employment and service specific	Agreement not legally binding	

	legislation?		
	FINANCIAL RESPONSIBILITIES		
5.1	Who is responsible for ensuring that financial records are maintained and kept?	N/A	
5.2	Have required records been defined to ensure that all legal and other obligations are met?	N/A	
5.3	Have arrangements been made for internal/ external audit as required?	N/A	
5.4	Have insurance requirements been considered, e.g. personal indemnity, third party, vehicles etc?	N/A	
5.5	Has advice been sought on the VAT rules applying to the partnership?	N/A	
	PERSONNEL RESPONSIBILITIES		
6.1	Who is responsible for recruiting, employing and training staff?	N/A	
6.2	Are staff clear about their roles and obligations, e.g. awareness of legal liability and governance framework (particularly important in the case of directors/ trustees)?	N/A	
6.3	Have staff or members made any declarations where there may be a conflict of interest?	N/A	
6.4	Will partnership employ staff directly or will it expect partners to do it?	N/A	

6.5	What is exit strategy for staff employed by the partnership?	N/A	
	BUDGETARY AND ACCOUNTING ARRANGEMENTS		
7.1	<p>Does the agreement include:</p> <ul style="list-style-type: none"> • Arrangements for approving budget? • Arrangements for monitoring expenditure? • Arrangements for dealing with overspends/underspend? • How any contributions in kind (e.g. staff time or assets employed) are to be costed and included in the cost sharing arrangements? • What administrative/ management costs are to be charged to the partnership on the basis of their calculation? • An agreement by all parties, where the partnership will recover grant income, that they will comply with all the requirements specified and will provide the information required? • Arrangements for making payments to the lead authority? 	N/A	
	MONITORING SERVICE DELIVERY		
8.1	<p>Is there a service plan including profiled budget and performance indicators? If so:</p> <ul style="list-style-type: none"> • How many years does it span? • How regularly will it be updated? 	No	
8.2	How will service delivery be monitored and reported.	Through feedback, quarterly meetings and monthly monitoring	

PARTNERSHIP HEALTH CHECK

	Never	Sometimes	Often	Always
Partners can demonstrate real results through collaboration		X		
Common interest supersedes partner interest			X	
Partners use the word 'we' when talking about partner matters		X		
Partners are mutually accountable for tasks and outcomes		X		
Partners share responsibilities and rewards		X		
Partners strive to develop and maintain trust			X	
Partners are pro-actively sharing information they hold		X		
Partners are willing to change what they do and how they do it		X		
Partners seek to improve how the partnership performs		X		
Partners regularly review risks together and work towards mitigation of high risk areas		X		

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