

Cabinet – 25 October 2017

Memorandum of Understanding – Black Country Sustainability and Transformation Plan

Portfolio: Councillor Diane Coughlan – Social Care
Councillor Ian Robertson - Health

Related portfolios: None

Service: Adult Social Care

Wards: All

Key decision: Yes

Forward plan: Yes

1. Summary

- 1.1 To advise Cabinet that a draft Memorandum of Understanding has been developed to support ongoing partnership working in the Black Country and in Birmingham STP.
- 1.2 To remind Cabinet of the wider background to the Black Country and West Birmingham STP content and process.
- 1.3 For Cabinet to consider approving the draft Memorandum of Understanding.

2. Recommendations

- 2.1 To agree Option 1 (at 5.2 below) that Walsall Council becomes a signatory to the Black Country and West Birmingham Sustainability and Transformation Partnership (STP) Draft Memorandum of Understanding attached as **Appendix 1**

3. Report detail

- 3.1 The wider background to the NHS Sustainability and Transformation Plan process began with the Government's October 2014 *NHS Five Year Forward View*. It set the direction for the next stage of development for the NHS in the light of an analysis of challenges facing the NHS. These include demographic and financial challenges as well as those of new medical technologies and increasing public expectations.
- 3.2 The *NHS Five Year Forward View* stated that the NHS today is very different to that of 1948 and therefore, the NHS needs to change. It argued that change

should focus on systems. This refers to two aspects. Firstly, how different parts of the NHS integrate better – Clinical Commissioning Groups, Acute Hospitals, Mental Health and primary care. And secondly, how integration can be strengthened between the NHS and partners who are part of the system such as local authorities.

- 3.3 The *NHS Five Year Forward View* emphasised the importance of the NHS coming together with partners in local areas in the interests of a local population. This is referred to as a “place-based” approach. It recognised that localities are different, therefore different solutions may be required in different places.
- 3.4 In December 2015, NHS England published guidance setting out the requirement to develop five-year plans covering all areas of NHS spending in England called *System Transformation Plans (STPs)*. 44 areas were identified as the geographical ‘footprints’ for these Plans, based on an average population size of 1.2 million. The Black Country was identified as the relevant population encompassing the City of Wolverhampton. The area also includes that covered by the Sandwell and West Birmingham Clinical Commissioning Group which extends into the City of Birmingham area.
- 3.5 After a year’s development, the final Black Country and West Birmingham STP was published on 21st November 2016. Four key themes were identified as follows:

<p>Local Place-based care – <i>to develop standardised locally-focussed integrated models of care to promote prevention and build resilient communities</i></p>	<p>Extended hospital collaboration – <i>to build a network of excellent care services that deliver efficiencies and improve quality</i></p>	<p>Mental Health & Learning disability – <i>embrace the opportunities provided by the West Midlands Combined Authority to become a single vision for effective mental health and learning disability services</i></p>	<p>Maternity & Infant Health – <i>robustly review capacity of maternity services across the Black Country and develop standardised pathways of care to improve maternal and child health</i></p>
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- 3.6 For Walsall specifically, a model for developing services across the Borough has been developed called Walsall Together.

4.0 Progress, options, discussion, etc.

- 4.1 Nationally, a review of the *NHS Five Year Forward View* was published on 31 March 2017. It reiterated the need for change in health and care systems. The review continued to emphasise the role of new “models of care” such as Accountable Care Organisations or Systems in delivering solutions to current challenges. “Place-based” solutions continued to be recognised as important. Integration of services and the experience of people using those services was also a continuing factor.

4.2 Since its publication, Walsall Health and Wellbeing Board has noted and discussed updates on the development of the Black Country STP on 12 September 2016, 5 December 2016, 23 November 2016, including developments such as:

- Andy Williams (Sandwell and West Birmingham CCG Accountable Officer) being confirmed as the Black Country Sustainability and Transformation Plan lead
- Black Country Clinical Commissioning Groups agreeing in principle to establish governance arrangements to allow greater joint-working between the CCGs at Black Country level.
- Active attempts at involvement of senior council officers in the Black Country STP development process since March 2017
- In particular, through the leadership of the Association of Black Country Authorities, the four Black Country local authorities developing an approach called *Care and Support Closer to Home in Our Communities* – a place based offer which articulates the Black Country Local Authorities contribution to care and support closer to home in our communities

4.3 A Memorandum of Understanding has been developed to provide a framework for the developing Black Country STP partnership. A standard Template developed elsewhere has been adapted for application by the Black Country and West Birmingham STP. It is understood that a number of STP areas are using a Memorandum of Understanding approach to support their partnership.

4.4 In terms of content, the Memorandum of Agreement for the Black Country and West Birmingham STP includes:

- a list the 18 partners who have contributed to the development of the Black Country STP. Black Country Local Authorities are included alongside NHS organisations – CCGs, Trusts including the West Midlands Ambulance Service and NHS England (Specialised Commissioning)
- the availability of an “Associate Member” status for those who wish to contribute to the STP but do not sign the Memorandum of Understanding
- a stated objective to “provide a mechanism for securing the Parties agreement sand commitment to sustained ... delivery of STP plans... to realise a transformed model of care across the Black Country”
- obligations and benefits: stating that partners of comply with agreed plans
- a note on duration stating that it will be effective from the date it is signed by a partner
- a statement making clear that the Agreement “does not and is not intended to give rise to legally binding commitments between parties and it is not intended to “affect each Party’s individual accountability as an independent organisation.” Nevertheless, it states that Parties “agree to act in good faith.”
- A section on governance which states that “The Partnership does not have any authority to make binding decisions on behalf of the parties. Collective decision made by the Partnership require ratification by each Party’s unitary Board or equivalent.”

- Recognition of the importance of “subsidiarity” in terms of the Black Country’s distinct communities
- Statements about resources - “the Parties agree to commit their own resources” to achieve the STP objectives; acknowledge the need for openness and transparency in response to duties of public involvement
- General points about termination which allow any party to “withdraw from the agreement at any time” and dispute resolution.

4.5 A number of draft Schedules are attached to the current draft Memorandum of Understanding which cover:

- Role and Remit of the STP – setting out desired behaviours, requirements and roles of the STP Lead. This includes reference to the need for relevant public engagement should major service change be planned.
- Agreed Principles – this includes
 - a Partnership Working Agreement which states that parties agree with the Principles as a pre-requisite to membership of the Partnership for organisations that are signatories to the Memorandum of Understanding.
 - A Partnership Statement which includes the following – “Some of the changes may require any of our organisations to enact developments that, whilst demonstrably improving delivery across the system, maybe suboptimal to a members organisation. We commit to making such changes where these deliver the STP overall objective of sustainability of the system,…”
 - Partnership outcomes including a reflection on the definition of ‘place’ taking account of a variety of interpretations including the local authority, more localised / neighbourhood level or wider footprints of the STP level or beyond
 - Partnership behaviours ranging across need for collaboration, information sharing, learning from best practice, challenge, media protocols and workforce development.
- Black Country Partnership Terms of Reference – includes:
 - membership is clarified as a nominated single representative for each signatory organisation with a voting right should it be needed
 - It is assumed that a Healthwatch representative and other representatives will attend as non-voting members
 - Detail on voting beginning with an assumption that consensus is desirable. Specific mention is made of Local Authorities as follows: “In the case of a Local Authority that is a signatory to the MoU, the Partnership recognises that there may be occasions on which voting on a Partnership decision may be in conflict with an Authority’s statutory rights and responsibilities (for example, in relation to public consultation and the right of referral to the Secretary of State.) Local Authority Partners shall have the right to determine when such circumstances exist and, in such circumstance, to exempt themselves from a Partnership decision.”
 - In terms of partnership recognition, it is stated that “partners recognise that accountability for place-based work sits with local governance”

- Resourcing – “It is expected that delivery of the STP objectives is seen as the core business of each member organisation and each will therefore commit in kind resources to deliver STP objectives.”

4.6 Some general issues about the content based on legal comment include:

- The precise legal status of the STP and the Memorandum of Understanding is unclear. Overall, it appears to create a force for strong and binding partnership and creating mutual obligations.
- Because the Memorandum of Understanding is a “template” document, it may be unlikely that any amendments can be introduced unless all participating Local Authorities request it. Therefore, it may be that clarifications rather than variations may be made.
- How system-wide decisions will be made is not certain at this stage:
- Given the likely executive focus of most meetings, it is assumed that representation by Walsall Council will be by Officers. However, there may be others where Member attendance is required.
- Should any issues arise affecting the statutory duties of Councils the issue will need to be referred through Council governing process before any decision is taken. Accordingly, the Memorandum of Agreement will need to contain a statement that nothing shall impact on the statutory and governance functions of a Council.
- The need for financial savings is detailed in the STP. To achieve these, closures or service reductions may be effected. Councils may not wish to align themselves with these decisions of the STP partnership. Therefore, there should be a reference to the STP undertaking a financial risk analysis and/or a business case as soon as possible for any financial savings.
- As a partner to any service reduction or closure, the Council will want to be assured that all required steps for formal consultation have been planned and undertaken.
- The dispute resolution provisions should only refer to mediation and not arbitration which could be expensive.

5.0 Evaluation of alternative options:

5.1 The draft Black Country and West Birmingham STP Memorandum of Understanding is based on a template version developed elsewhere and addresses areas which might be expected in such an agreement. It is appreciated that the development of the Memorandum of Understanding is aimed at creating a positive and results-orientated environment for partnership working to bring about the objectives of the STP. It clearly aims to address potential difficulties before they might arise and emphasizes collaboration and consensus.

5.2 Subject to Cabinet consideration, the main options are most likely to be as follows.

- Option 1 – accept the assurances stated in the Memorandum of Agreement and become a signatory. This would be done on the basis that no legal obligation is created through becoming a signatory, signatories can leave at any time and agency governance arrangements

are sovereign as stated in the draft Memorandum of Understanding. On the other hand, whilst some specific aspects of the direction of the Black Country STP remain unclear, it may be too early for the Council to embrace the process when it may need to represent the interest of electors in response to any suggested service change.

- Option 2 – accept the offer of “Associate Member” status which maintains Council involvement without voting rights. It can be argued that the Council may not need a deeper membership than “Associate Member” as most change envisaged in the Black Country STP is aimed at the NHS. This option leaves the Council free in respect of any conflict of interest which might emerge over time of which it is not currently aware. On the other hand, an “Associate Membership” status is less than full membership and this may introduce some obstacle on leadership of the place-based theme although this is not inevitable.
- Option 3 – seek some changes to the draft Memorandum of Agreement so that the specific character of the contribution of Councils as partners with the NHS can be strengthened. This might allow the generalised template to be made even more specific to local needs. Depending on the extent of agreement and change on this basis the Council may then choose either Option 1 or 2 outlined above or any other option it sees fit in the light of the situation.

6. Council priorities

- 6.1 Make a positive difference to the lives of Walsall people: Increasing independence and improving healthy lifestyles so all can positively contribute to their communities.

7. Risk management

- 7.1 It is unclear to what extent the Memorandum creates any risks that are not otherwise documented in existing systems.

8. Financial implications

- 8.1 There are no current direct financial implications at this stage. The development of the draft Black Country STP completed in October 2016, CCGs, NHS providers and Local Authorities provided detail of their financial plans for health and social care over the five year period (up to 2020-2021.) A ‘Do nothing’ option which takes the recurrent starting position pre-2017-2018 budget reduction plans and allowing for growth, this gives a potential cost pressure of £700 million across the Black Country footprint - £512 million in relation to health and £188 million across social care.

- 8.2 A number of potential solutions were identified across the footprint including demand management, cost efficiencies and service transformation to address

this gap. This reduced the gap by 2020-2021 to nil across the health system and £118 million across social care.

9. Legal implications

- 9.1 The Government's mandate to NHS England 2016-17 sets the direction for the NHS pursuant to Section 13A (1) of the National Health Service Act 2006
- 9.2 NHS England publications on *The NHS Five Year Forward View* (2015,) and *Next steps on the NHS Five Year Forward View* (2017) amongst other documents respond to the mandate which specifically initiated and continued the STP process.
- 9.3 The Memorandum of Understanding does not give rise to legally binding commitments between the parties. Nevertheless, the parties must act in good faith to meet the requirements of the memorandum.

10. Procurement Implications/Social Value (if applicable/remove if not)

- 10.1 The Memorandum does not create any procurement implications directly, the relevant commissioning activity remains with the statutory bodies.

11. Property implications

- 11.1 Corporate landlord services are actively involved in the relevant local health and care workstream established under the Systems Development Board to strengthen our localised, community-focussed delivery arrangements.

12. Health and wellbeing implications

- 12.1 The Memorandum is intended to create a range of transformational activities which will improve the health and sustainability of health and care systems in the Black Country.

13. Staffing implications

- 13.1 There are no direct service changes associated with the consideration of the Black Country and West Birmingham STP Memorandum of Agreement at this time. Any service change developed as a result of the overall plan would be subject to appropriate consultation within the agreed procedures for human resource issues. Relevant staff will be kept informed of any opportunities that may arise as a result of the partnership to ensure optimum development is opened up fairly across the partnership.

14. Equality implications

- 14.1 The Council is a committed partner in local health and social care arrangements including the STP and Memorandum of Understanding led by the NHS. Council representatives will seek re-assurance that the STP does not inadvertently create inequity in access to health care. Service leaders will ensure that any service re-design addresses equality issues as needed. For instance, where internet access is required, strategies will be developed to ensure that those without such access can be included within the improvement made.

15. Consultation

- 15.1 Consultation is led at Black Country level for the STP; and local service changes are subject to the usual rules of consultation within local communities.

Background papers

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17 October 2017



Councillor Diane Coughlan
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17 October 2017

The Black Country and West Birmingham Sustainability & Transformation Partnership

Memorandum of Understanding

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1. Parties

1.1 The parties to the Partnership are the following NHS organisations and Local Authorities, where their governing bodies authorize the signing of this Memorandum of Understanding (MoU):

- Black Country Partnership NHS Foundation Trust
- Dudley Metropolitan Borough Council
- Dudley Group NHS Foundation Trust
- Dudley and Walsall Mental Health Partnership NHS Trust
- NHS Dudley Clinical Commissioning Group
- Sandwell Metropolitan Borough Council
- Birmingham City Council
- Birmingham Community Healthcare NHS Foundation Trust
- Sandwell and West Birmingham Hospitals NHS Trust
- NHS Sandwell & West Birmingham Clinical Commissioning Group
- Walsall Metropolitan Borough Council
- Walsall Healthcare NHS Trust
- NHS Walsall Clinical Commissioning Group
- Wolverhampton City Council
- Royal Wolverhampton NHS Trust
- NHS Wolverhampton Clinical Commissioning Group
- West Midlands Ambulance Service NHS Foundation Trust
- NHS England (Specialised Commissioning).

1.2 Organisations listed above that do not sign this MoU but wish to contribute to Partnership discussions will be welcomed as Associate Members. Partnership Board Terms of Reference also allow for wider system partners to be included in Partnership discussions.

1.3 The Partnership recognizes that there are other system partners, not listed above (e.g. Primary Care, Third Sector organisations), and it affirms its intention to work for the benefit of the whole system not simply that of Partner and Associate members. The Terms of Reference for the Partnership Board sets out how wider partners will be engaged, including the patient voice.

1.4 In the event that any of the above organisations is party to a merger or is subject to acquisition, or that a new provider is formed or contracted to provide services within the footprint (e.g. an accountable care organisation), the Partnership Board shall determine whether any additional organisations should be invited to sign this MoU as Partners.

2. Background

- 2.1 NHS Shared Planning Guidance for 2016/17 – 2020/21 asked every local health and care system to come together to create its own Sustainability and Transformation Plan (STP) for accelerating the implementation of the Five Year Forward View (FYFV). The subsequent 2017 delivery plan, Next Steps on the Five Year Forward View, set out national priorities for implementation and clarified the developing role of STPs.
- 2.2 The Black Country and West Birmingham footprint was identified as one of the STP footprint areas in which people and organisations would work together to develop robust plans to transform the way that health and care is planned and delivered for the footprint population. The Black Country and West Birmingham partnership represents many different constituent interests (including registered population, resident populations, and populations utilising services and/or working within the geographical area) and that this may change over time. Subject to agreement by the sponsoring group, to allow new members or associate members representing neighbouring population interests to be included within the arrangement.
- 2.3 The Parties have agreed to work together to enable transformative change and the implementation of the FYFV vision of better health and wellbeing, improved quality of care, and more sustainable services.
- 2.4 The Parties have collaborated in the development of draft proposals (as set out in Schedule 1) and recognise the need now to develop and implement more detailed plans in key areas.

3. Objective and Intent

- 3.1 The Objective of this MoU is to provide a mechanism for securing the Parties' agreement and commitment to sustained engagement with, and delivery of, STP plans in order to realise a transformed model of care across The Black Country and West Birmingham.
- 3.2 The intent of this agreement is to bind the parties to the common purpose of delivering a clinically, socially and financially sustainable health and care system that will improve the health and wellbeing of the population and address inequalities. This requires the Parties to recognise the scale of change required and that its impact may be differential on the Parties. The Partnering Statement is included within Schedule 4.

4. Obligations

4.1 The Parties agree to work collectively to establish the detailed plans and organisational impacts that will achieve the Objectives and Intent. These will incorporate finance, activity and workforce as a minimum, and will be set out in an annual system plan in a format to be agreed.

4.2 The Parties agree that they will comply with the annual system plans that move the system incrementally towards the Objectives and Intent, and that they will actively contribute to reporting performance and progress against the plan both within the Partnership and, through the Partnership, to Regulators.

5. Benefits

5.1 The Parties shall realise the benefits of working collectively by receiving system and regulator support to manage in-year and longer term risks as a whole system, supported by the Parties individually and collectively to the extent that no organisation is deemed to fail individually. Regulator interventions will be aligned to this benefit in order that all parts of the system can release maximum resources to delivery of the intent.

6. Leadership

6.1 Andy Williams will serve as STP Lead.

6.2 The STP Lead's role and remit are set out in Schedule 2.

6.3 The designated STP Lead may change from time to time in accordance with such process as may be agreed by the Partnership in consultation with Regulators.

7. Duration of the MoU

7.1 This MoU will take effect for each party on the date it is signed by that party, following a formal resolution by its governing body.

7.2 The Parties expect the initial duration of the MoU to be for the period of 2017-2021, as a minimum, or otherwise until its termination in accordance with Clause 15.

8. Agreed principles

8.1 The Parties have agreed to work together in a constructive and open manner in accordance with the agreed principles for ways of working and the culture set out in Schedule 3 to achieve the Objective and Intent.

9. Effect of the MoU

9.1 This MoU does not and is not intended to give rise to legally binding commitments between the Parties.

9.2 The MoU does not and is not intended to affect each Party's individual accountability as an independent organisation.

9.3 Despite the lack of legal obligation imposed by this MoU, the Parties:

- have given proper consideration to the terms set out in this MoU; and
- agree to act in good faith to meet the requirements of the MoU.

10. Governance

10.1 The Parties have agreed to establish the Partnership to co-ordinate achievement of the Objective and Intent.

10.2 The Parties have agreed Terms of Reference for the Partnership Board in the form set out in Schedule 4. Terms of Reference describe arrangements for aligned decision making of the Parties which they agree is necessary to achieve the Objective and Intent.

10.3 Each Party will nominate a representative to the Partnership Board and notify the STP Lead of that representative and of a deputy who is authorised to attend in her/his place.

10.4 The Parties agree that the Partnership Board will be responsible for co-ordinating the arrangements set out in this MoU and providing overview and drive for the STP.

10.5 The Partnership Board will meet at least monthly or as otherwise may be required to meet the requirements of the STP.

10.6 The Partnership Board does not have any authority to make binding decisions

on behalf of the Parties. Collective decisions made by the Partnership require ratification by each Party's unitary Board or equivalent.

11. Subsidiarity

11.1 The Parties acknowledge the importance of subsidiarity in terms of The Black Country and West Birmingham's distinct communities.

11.2 The Parties agree that, where appropriate, decisions should be made as close as possible to the people affected by them.

12. Risk management and assurance

12.1 The Parties will develop and maintain a risk register for the STP.

12.2 NHS Commissioners will confirm risk sharing agreements in the light of this MoU.

13. Resources

13.1 The Parties have agreed to commit their own resources to achieve the Objective in accordance with the arrangements set out in Schedule 5.

13.2 Parties also expect that resources currently held by NHS Regulators will also be committed to the work of the STP.

13.3 The STP has an existing Partnership Agreement with The Strategy Unit to provide strategic support and advice, and data and evidence analysis.

13.4 The Parties have further agreed the arrangements set out in Schedule 6 for engaging any additional external resource and advice.

14. Openness and transparency

14.1 The Parties agree that they will work openly and transparently with each other and with other stakeholders, including non-executive directors, governors and elected members of the Parties and other local health and care organisations.

14.2 The Partnership Board will receive plans that demonstrate each Party's compliance with their duties of public involvement to the extent that these

may impact on any other party to this agreement, or be enhanced by the involvement of one or more of the Parties. If there is any ambiguity as to whether the Partnership may require these plans then this should be discussed with the STP Lead.

15. Termination

- 15.1 Any Party may withdraw from this agreement at any time, following a formal resolution by its governing body, duly notified to the STP Lead who will promptly communicate this notice to other Parties.
- 15.2 In making such a resolution, the withdrawing Party recognises that it will cease to benefit from any collective agreement or treatment established whilst acting under the agreement, and that it will lose the ability to play a part in Partnership decision-making.
- 15.3 This agreement is intended to endure for the lifespan of the STP but this collective commitment will be reviewed at least annually to ensure that it remains fit for purpose and meets the needs of the Parties. The Parties will agree whether to extend and/or amend this arrangement according to prevailing circumstances.

16. Dispute resolution

- 16.1 The Parties will attempt to resolve any dispute between them in respect of this MoU by negotiation in good faith.
- 16.2 Where Parties are unable to reach agreement, proposals for dispute resolution will be set out by the STP Lead according to the circumstances of the dispute, such that any mediation/arbitration is conducted by one or more of the Parties neutral to the dispute. This may require recourse to external expertise (procured in accordance with Schedule 6) or to intervention by NHS Regulators.

17. General provisions

The Parties agree that this MoU may be varied only with the written agreement of all the Parties.

Signed by the duly authorised representatives of the parties on the dates set out below.

Partner Organisation	Role of Signatory	Signature	Date of Signature
Black Country Partnership NHS Foundation Trust			
Dudley Metropolitan Borough Council			
Dudley Group NHS Foundation Trust			
Dudley and Walsall Mental Health Partnership NHS Trust			
NHS Dudley Clinical Commissioning Group			
Sandwell Metropolitan Borough Council			
Birmingham City Council			
Birmingham Community Healthcare NHS Foundation Trust			
Sandwell and West Birmingham Hospitals NHS Trust			
NHS Sandwell & West Birmingham Clinical Commissioning Group			
Walsall Metropolitan Borough Council			

Partner Organisation	Role of Signatory	Signature	Date of Signature
Walsall Healthcare NHS Trust			
NHS Walsall Clinical Commissioning Group			
Wolverhampton City Council			
Royal Wolverhampton NHS Trust			
NHS Wolverhampton Clinical Commissioning Group			
West Midlands Ambulance Service NHS Foundation Trust			
NHS England – Specialised Commissioning			

[MoU adapted with permission from a template developed for the Devon Success Regime by Hempsons]

Schedule One – Latest STP Submission

Schedule Two – Role and Remit of STP Lead

1 Introduction

The Black Country and West Birmingham STP provides an important opportunity to redefine the future of health and social care locally. There is a collective responsibility to transform care and build delivery and confidence through collaborative effort so that local populations experience services that are of outstanding quality, and are both financially and clinically sustainable.

STP Partner organisations, informed by national guidance, have identified the appointment of an STP Lead as an essential role in supporting the achievement of this goal.

2 What behaviours will the STP Lead need to demonstrate?

The STP Lead (like any leader across the footprint) will need to prioritise and advocate for the needs of The Black Country and West Birmingham population over and above the interests of individual partner organisations. The STP Lead will need to be:

- Organisationally neutral, system leadership focused
- Open, frank and constructive, building good relationships with colleagues and between colleagues
- Engaging of all stakeholders, partners and the public to build a momentum for constructive challenge, constructive dialogue, engagement and consultation
- Committed to build on the positive experiences and services across the patch while pursuing the adoption of best practice and outcomes for all to meet the scale of the challenge faced
- Act and be regarded as fair, balanced and inclusive
- Be an honest broker and mandated by colleague Chief Executives to support and constructively challenge other leaders and Boards to reframe their leadership style and language if necessary to secure agreed STP goals
- Able to explore, through openness and transparency, areas of conflicting views or perceived vested interests of any of the parties.
- Appreciate and integrate the differing requirements, governance and accountabilities involved, supporting all Partners to secure the best outcomes for the STP population while respecting the extant statutory roles of each

organisation

- Demonstrate courage, energy and upmost integrity.

3 What are the requirements of the STP Lead?

This role will require an individual who has the confidence and, therefore, the mandate of existing leaders in the STP, and who possesses the following attributes:

- An experienced and successful executive leader
- Detailed understanding of the regulatory arena and the complexity of health and social care provision
- A wide range of experience working with Boards, and interacting with system partners at local, regional and national levels
- Able to be an efficient, effective, person-centred and future-focused coach of very senior individuals
- Track record of succeeding in a highly challenging environment where tenacity, resilience and humility have been key ingredients for success.
- Able to rapidly secure the confidence of regulatory bodies - credibly balancing the best efforts of local Partners whilst also harnessing external capacity (including relevant resource within Regulators) to drive a new and fully integrated way of working.
- Visible to stakeholders to secure their engagement and confidence to offer and participate in solutions for future models of care
- Able to facilitate and resolve potential material issues of difference in terms of governance and pace of delivery
- A confident public and media spokesperson
- Fluent in the new models of care, national developments, integrated care and the potential for devolution deals across a wide and dispersed geographical patch
- Demonstrable experience of managing local delivery and change under intense national political and media interest.

4 What is the role of the STP Lead?

- To lead Partners in developing and delivering an overall system plan, and in

working towards an acceptable mechanism for managing a single financial control total. This plan will be a compelling platform from which to transform health and care services at pace and scale, securing sustainability within an ambitious timescale.

- To design, lead and drive the overall STP programme. This would include working with all stakeholders and NHS bodies to maximise the potential to deliver excellence, improved health and well-being for populations and communities and integrated and improved care for people.
- To ensure that, where any major service change is proposed, relevant Partners undertake an exemplary approach to engagement and consultation, and that proposals are developed in line with national guidance around the 'five tests' and informed by the Clinical Assurance Framework developed by the West Midlands Clinical Senate.
- To be the lead officer and main point of contact in the footprint for NHS Regulators, and to be the focus of liaison with neighbouring (and national) STPs, working to ensure the appropriate alignment of plans
- To secure from Partners the resources required to develop and deliver the system plan, including the secondment (full or partial) of Partner organisation staff to fulfil STP roles.
- To administer and deploy all STP resources, internally or externally acquired, and to be accountable to Partners for the resource expended.
- To ensure that, although the STP currently has no stand-alone statutory basis, sufficient commitment to, and confidence in, the STP and its leadership is established so as to support the robust and timely delivery of transformation plans. This will include assisting the Partnership to articulate its role on which the collective support is made as being separate from the individual statutory roles and requirements of each organisation represented. As the STP evolves, and subsequent guidance and advice is received, the STP Lead should bring forward proposals for developing the mechanisms for governance and for potential changes to organisational form.

Schedule Three – Agreed Principles

1. Partnership Working Agreement

The Partnership has been established to oversee delivery of the Sustainability and Transformation Plan (STP). This group comprises STP Partner organisations, with associate and other relevant local organisations in attendance at meetings of the Partnership Board.

The following framework sets out the principles that shape how the Partnership shall conduct itself, and agreement to these principles is a pre-requisite to membership of Partnership for organisations that are signatories to the MoU. Other organisations attending the Partnership Board will also be asked to reflect the values set out below.

This agreement is open to statutory bodies responsible for commissioning and/or delivering health and social care services within the defined STP footprint. The organisations eligible for membership, subject to signing up to this agreement, are set out in Appendix 1.

In order that the system may performance manage itself to achieve its objectives, there is a requirement for organisations to give Board/Governing body approval for their organisations to be collectively supported to deliver and to be held to account for that delivery by the system governance arrangements. Whilst their agreement cannot be legally enforced, commitment to this level of mutual accountability is essential, particularly in advance of any challenging circumstances arising.

In order to minimise external intervention, there is considerable advantage to the system of sign-up by regulators to a system-wide plan and accountability arrangements, so that they can have confidence in the system delivering without their intervention. It is therefore proposed that regulators are similarly requested to sign up to a similar commitment.

The organisations therefore agree by their signature to this MoU to the following Partnership Statement:

The Partners in The Black Country and West Birmingham STP agree that there is considerable benefit to joint working arrangements that put our patients and service users at the heart of everything we do.

We accept that the sustainability challenge is of a scale that will require significant change in order for these to be addressed.

Some of the changes may require any of our organisations to enact developments that, whilst demonstrably improving delivery across the

system, may be suboptimal to a member's organisation. We commit to making such changes where these deliver the STP overall objective of sustainability of the system in the knowledge that none of our organisations will be able to achieve optimal outcomes for patients, service users, carers and families unless the whole system is enabled to function optimally.

We agree to provide the appropriate attendance to support the membership of Partnership, to hold each other to account to deliver our elements of the system plan, and to support and accept support from our fellow Partners to achieve our objectives.

We agree that this function shall be exercised both collectively and by the appointed STP Lead.

2. Partnership Values

The Sustainability and Transformation Plan relationship will be based on:

- Securing beneficial impact for the population of the footprint, and for others accessing footprint services
- Collaborative Leadership & Decision Making
- An inclusive process across the NHS and Local Government
- Engaging clinicians, practitioners, and staff delivering NHS funded care
- Equality of status between all Partner organisations (subject to the respecting of each organisation's differential rights and responsibilities as determined by statute)
- Mutual respect and trust
- Open and transparent communications
- Co-operation and consultation
- A commitment to being positive and constructive
- A willingness to work with and learn from others
- A shared commitment to providing effective and efficient services to the population of The Black Country and West Birmingham
- A shared commitment to deliver parity between mental and physical health care

- A desire to make the best use of resources across the NHS and local government.

3. Partnership Outcomes

- Service delivery will be quality and outcomes focused, prioritising patient/user care and experience by working towards an improvement in health and well-being and a reduction in health inequality.
- The work of the STP needs to be led by health and care clinicians and other professionals, focused on the development of a strategy that targets material improvements in areas of care highlighted in the STP's draft proposals and in NHSE's 2017-21 delivery plan.
- Partner organisations share a common vision and values, whilst understanding the scope of their individual obligations to ensure commissioning ambitions, service delivery and intentions of each of the organisation are accounted for.
- The Model of Care within our system will be transformed to achieve sustainable health and care systems within The Black Country and West Birmingham, mindful also of the impact of plans on neighbouring systems.
- Developing high quality and efficient place-based systems of care will be a prime focus of our work programme. We recognise that the definition of 'place' will differ between services. For the majority of services, 'place' may equate to our four Local Authority areas (each with its own subsidiary 'places' – neighbourhoods/localities of c.30,000-50,000 population) but, for more specialist services, 'place' may be the whole footprint (or even multiple STP footprints) where there is evidence that providing services to larger populations supports the delivery of safe, effective and sustainable care.
- Primary Care provision will play a key role in the design and delivery of the emergent new models of care, and mechanisms to secure the involvement of non- statutory body providers must be developed.
- Our plan will deliver financial and performance improvement from year one.
- Partners recognise that achieving financial sustainability for health and care services in the long term may differentially impact individual STP organisations. Where this results in short term financial pressures for one or more individual organisations, Partners will work together transparently to support the identification and/or implementation of local actions that mitigate short term pressures and that avoid, where possible, the emergence of unsustainable and unplanned long term pressures.

The STP recognizes, however, that it has no direct control over Partner finances but will simply facilitate collaboration between Partners to create whole-system benefit.

4. Partnership Behaviours

- We agree to work collaboratively at pace to successfully develop and deliver a system plan for the STP
- We will identify where it is mutually beneficial to share information to advance an evidenced individual and/or system benefit, and to do so on the basis that the information requested is reasonable for the purpose only, and not excessive. Where information is shared, it is agreed that it will be used for the stated purpose only
- We will demonstrate, through our positive and proactive and inclusive manner, a willingness to make the Partnership succeed
- We will communicate openly about major concerns, issues or opportunities
- We will demonstrate transparent communications in terms of delivery of STP plans and notification of any quality or financial organisational concerns, including mitigation planning
- We will share information, experience and resource, to work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost
- We will adhere to statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information
- We will act in a timely manner, developing robust plans that take full account of governance, assurance, procurement and democratic accountability processes, and will seek to respond promptly to requests for information from such processes
- We will learn from the best practice of Partner organisations and will seek to develop as a Partnership to achieve the full potential of the relationship
- We will work collaboratively on all aspects of our work, seeking to release resource to focus on transformation and adopting an approach based on doing things once together (i.e. one plan for everything we do – trusting others to act on our behalf and on behalf of the system)
- We will publish operational plans and performance data including waiting times, sharing strategic plans, headline contract values and CIP plans

- We agree that challenge will be required in the system and parties will on occasion take different views. All parties agree that where possible we will aim to resolve issues of difference between organisations professionally and privately
- We agree not to take pre-emptive public action on any matter that may result in a public disagreement between Partners
- We agree that the right thing to do is to take costs out of system and therefore we will not engage in activities that primarily aim to transfer deficits
- We will require programme leads to be responsible for assuring and mitigating the commercial conflict of involvement in the wider redesign programmes
- We will develop our workforce to enable people to deliver the objectives requested of them from the STP
- We agree to cascade within our own organisations these values, behaviours and work programmes, leading by example
- We agree to challenge one another in an open and measured manner when there are matters on which we disagree
- To ensure the robust and timely delivery of agreed STP plans, Partners agree to the use of peer review processes within the STP, providing mutual assurance about the effective contribution of each Partner. These processes will adopt an 'open book' approach with confidentiality safeguards where the information to be shared is commercially sensitive.

Appendix 1: Eligible Partnership Organisations

- Black Country Partnership NHS Foundation Trust
- Dudley Metropolitan Borough Council
- Dudley Group NHS Foundation Trust
- Dudley and Walsall Mental Health Partnership NHS Trust
- NHS Dudley Clinical Commissioning Group
- Sandwell Metropolitan Borough Council
- Birmingham City Council
- Birmingham Community Healthcare NHS Foundation Trust
- Sandwell and West Birmingham Hospitals NHS Trust
- NHS Sandwell & West Birmingham Clinical Commissioning Group
- Walsall Metropolitan Borough Council
- Walsall Healthcare NHS Trust
- NHS Walsall Clinical Commissioning Group
- Wolverhampton City Council
- Royal Wolverhampton NHS Trust
- NHS Wolverhampton Clinical Commissioning Group
- West Midlands Ambulance Service NHS Foundation Trust
- NHS England (Specialised Commissioning).

Schedule Four – Black Country Partnership Board Terms of Reference

1. Introduction

The Partnership is established in accordance with “Next Steps on the NHS Five Year Forward View” and the MoU between the Partners of The Black Country and West Birmingham STP. These terms of reference set out the membership, remit, duties and responsibilities of the Partnership. The Partnership will review its terms of reference annually.

2. Role:

The purpose of the Partnership is to bring together the statutory providers and commissioners of health and care services in The Black Country and West Birmingham to oversee the development and delivery of plans that will keep people healthier for longer and integrate services around the patients who need them most. To enable this, the Partnership recognizes the need to proactively engage with other significant elements within the local health and social care system, including through their attendance at Partnership Board meetings.

The objectives of the Partnership Board are to:

- Plan services across The Black Country and West Birmingham that are safer and more effective because they link together hospitals so that staff and expertise are shared between them
- Engage front-line clinicians in all settings to drive the real changes to the way care is delivered
- Determine the priorities of the Partnership
- Ensure alignment with Operating Plans
- Ensure that the findings from JSNA inform Partnership plans and strategic objectives
- Identify and ensure the delivery of strategic redesign work streams
- Ensure that Partners fulfil their statutory requirement to consult and engage with patients, public and stakeholders with regard to strategic and local commissioning plans and service changes
- Ensure that the equality and diversity implications of commissioning services and clinical/professional developments are properly considered and acted upon
- Monitor and review commissioning strategies, joint working arrangement, plans and

redesign work streams and their respective implementation.

3. Membership:

The voting members of the Partnership shall be the nominated single representatives of each Partner organisation that is a signatory to this MoU. Additionally, voting rights shall also apply to the STP Lead, the STP Professional Chair and the lay member/non-executive director nominated by the Chairs of NHS provider Trusts with Partner status.

The Partnership Board may agree that non-voting members may be in attendance at its meetings to contribute to its discussions where relevant and appropriate. In particular, the Partnership Board will, as a priority, identify how Primary Care should be represented (e.g. via established Federations of a certain scale or via LMC or RCGP representation). In addition, single representatives of NHSE/NHSI (in their regulatory capacity), Healthwatch, the voluntary sector, the Leadership Centre and The Strategy Unit will normally be in attendance.

Those leadings aspects of the Partnership's work will be invited to attend as required by the STP Lead.

Meetings of the Partnership Board will not normally take place in public since responsibility for engaging with the public and providing opportunities for questions to be raised remains with the Boards of statutory NHS partners and through existing Local Authority mechanisms.

4. Quorum:

The quorum for Partnership Board meetings shall be at least one third of the eligible membership including the following:

- Either the STP Lead or the Professional Chair
- At least one representative from each of the stakeholder groups
 - NHS provider Trusts (acute, community or mental health)
 - Local Authorities
 - NHS Clinical Commissioning Groups
- At least one representative from each of the four Black Country areas (who may be coterminous with the above representatives).

Where members are unable to attend a meeting they must arrange for their named and duly authorised representative to attend in their place.

If a member should be required to leave prior to the conclusion of the meeting, the Chair should confirm whether the meeting is still quorate. If the meeting is no longer quorate, it may continue but any decisions would have to be ratified at the next meeting or, where the Chair judges this would cause undue delay, by email.

Partnership Board decisions may be effected via email – either in the case of inquoracy or other urgent circumstance (at the discretion of the Chair) provided that:

- The Chair sets out the rationale for acting outside of an ordinary meeting;
- Those Partners participating in the email exchange and consenting to the decision would constitute a quorum for a physical meeting;
- The decision is reported to the next meeting and its ratification is minuted; and
- Email responses by Partners are copied to all members of the Partnership Board and form part of the papers for the next meeting of the Partnership.

5. Conflicts of Interest

The Partnership shall establish a register of interests for both voting and associate members.

At the beginning of each meeting, the Chair will ask all Partners and other attendees to declare if they have any conflicts of interest in any matters to be discussed. The Chair will determine how any declared conflicts will be managed during the meeting.

6. Voting:

It is desirable that Partnership Board decisions are made on the basis of a consensus amongst all Partner organisations present at the meeting.

Where it is evident to the Chair that such a consensus does not exist then decisions shall be taken on the basis of a simple majority (indicated by a show of hands). The rationale of those opposing the decision shall be recorded in the minutes.

Where a lack of consensus may adversely impact the delivery of STP plan (or in other cases at the discretion of the STP Lead), the dispute resolution approach set out in the MoU shall be invoked by the STP Lead.

Partnership decisions constitute the consensus or majority view of Partners in relation to the matter in question. They do not and cannot bind the action of Partner organisations' existing governance mechanisms.

In the case of a Local Authority that is a signatory to the MoU, the Partnership recognises

that there may be occasions on which voting on a Partnership decision may be in conflict with an Authority's statutory rights and responsibilities (for example, in relation to public consultation and the right of referral to the Secretary of State). Local Authority Partners shall have the right to determine when such circumstances exist and, in such circumstances, to exempt themselves from a Partnership decision.

7. Chair:

The STP Lead shall serve as the Chair of Partnership meetings. Should the Partnership come to a view that the appointment of an Independent Chair would be beneficial, a proposal will be developed for the approval of all Partners.

8. Secretary:

A named individual will be responsible for supporting the Chair in the management of the Board's business and will be responsible for:

- Preparation of the agenda in conjunction with the Chair
- Circulating the agenda and papers to Partners in advance of the meeting at least 5 working days in advance;
- Minuting the proceedings and resolutions of all meetings of the Partnership Board, including recording the names of those present and in attendance, and details of any conflicts and how they were managed;
- Circulating draft minutes to all members of the Partnership Board within 5 working days;
- Keeping a record of matters arising and issues to be carried forward; and
- Advising the Board on pertinent areas.

9. Frequency and notice of meetings:

Partnership Board meetings will normally take place monthly.

No unscheduled or rescheduled meetings will take place without members having at least one week's notice of the date. The agenda and supporting papers will (save in exceptional circumstances) be circulated to all members at least three working days before the date of the meeting.

10. Partnership Infrastructure:

In order both to develop plans for consideration by the Partnership and to oversee the

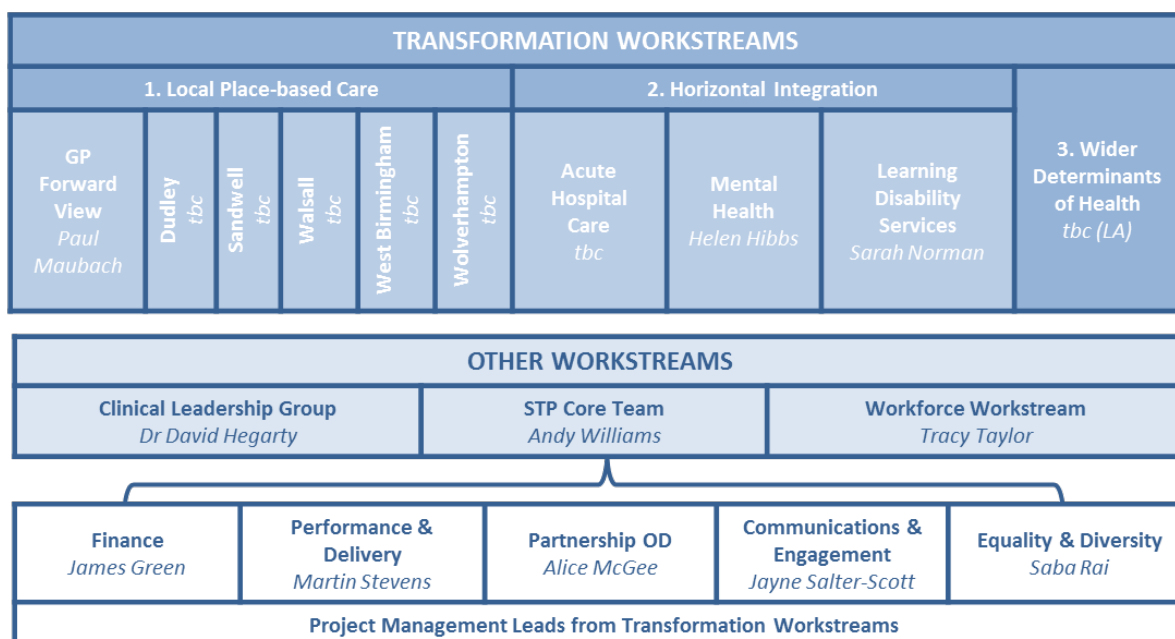
implementation of plans agreed by the Partnership, an appropriate infrastructure needs to be established and resourced. That infrastructure shall be directed by the STP Lead and shall be accountable to the Partnership Board.

The Partnership infrastructure is formed of care-focused Workstreams and function-based Working Groups (see diagram below). The driving force for Partnership Board proposals should be the work of the professionally-led, care-focused Workstreams but those proposals, as they emerge, will need to be reviewed from the perspective of the function-based Working Groups. This is intended to ensure that, by the time proposals are considered by the Partnership Board, they have been well tested. The STP Lead may also draw on additional mechanisms, internal or external to the STP, to assess the appropriateness and robustness of emerging proposals.

Once proposals are approved by the Partnership Board, delivery is to be coordinated by the relevant Workstream, working closely with the affected system Partners.

The Black Country Sustainability & Transformation Partnership

STP Lead – Andy Williams



The role and remit of these groups is summarised below. Groups are responsible for drafting their own detailed terms of reference for approval by the Partnership Board.

Partners recognize that accountability for place-based work sits with local governance mechanisms. Each Partner comes to the Partnership with multiple existing commitments to other bodies and needs to be conscious of this in Partnership discussions.

The role of the Transformation Workstreams is to:

- i) Develop proposals for their defined area of care that support delivery of the Five Year Forward View priorities and support the achievement of improved health and wellbeing, better outcomes and experience of care for patients, and the financial sustainability of the STP.
- ii) Oversee the delivery of proposals approved by the Partnership Board and all relevant Partners/external authorities.

a) Clinical Leadership Group (CLG)

The role of the CLG is to provide clinical leadership to the Partnership, ensuring that it develops robust proposals that are safe and effective, that align with the evidence base and that are clinically sustainable. The CLG's work will also inform the work of the CCGs' joint committee - the Black Country and West Birmingham Commissioning Board.

Specifically, CLG will:

- i) Identify priority areas for the STP to consider;
- ii) Identify and support a network of clinical champions to provide senior clinical advice to STP Workstreams in developing models of care or other interventions impacting clinical services;
- iii) Provide assurance about the proposals developed by Workstreams, including advising on the need for external review of proposals. As part of this, CLG will be guided by, and promote the use by Workstreams, of the Clinical Assurance Framework developed by the West Midlands Clinical Senate;
- iv) Ensure that clinical colleagues across The Black Country and West Birmingham (and, where relevant, in wider networks) are kept informed about the work and are engaged in that work as appropriate; and
- v) Work with clinical colleagues to support the implementation of STP plans following all necessary approvals.

b) STP Core Team

The co-ordination of STP activities is the responsibility of the STP Lead supported by a Core Team formed of project management leads from the Transformation Workstreams and the leads of the function-based working groups.

c) Workforce Group

The role of the Workforce Group is to:

- i) Assure the quality and sustainability of the future workforce implicit or explicit in Workstream proposals.
- ii) Ensure that Partner organisations are aware of the workforce matters that may have an impact on them, and organisational actions required.
- iii) Make proposals about the more efficient use of the workforce and/or the training and recruitment needs of the STP.
- iv) Liaise with educational providers (Health Education England, Universities, Colleges, Schools, Leadership Academy, etc.), regionally and nationally, to influence supply of future workforce capability/skills.
- v) Identify and manage workforce related risks.

The Group will liaise closely with the Local Workforce Action Board (LWAB) that has two areas of responsibility detailed within the terms of reference:

- a) Supporting STPs across broad range of workforce and HR related activity
- b) Local delivery of HEE mandate and strategic priorities affecting STPs

The LWAB role is to:

- Agree the workforce work programme to support STPs
- Oversee implementation of the work programme
- Engage with local and national stakeholders to co-ordinate inputs from both HEE and other STP member organisations.

The LWABs will develop 4 key products as part of the Sustainability and Transformation plan/partnership, these are:

- A comprehensive baseline of the NHS and care workforce within the STP footprint and an overarching assessment of the key issues that the relevant labour markets(s) present. This will describe the workforce case for change.
- A scenario based, high level workforce strategy that sets out the workforce implications of the STP's ambitions in terms of workforce type, numbers and skills, including leadership development
- A workforce transformation plan focused on what is needed to deliver the service ambitions set out in the STP.
- An action plan that proposes the necessary investment in workforce required to support STP delivery, identifying sources of funds to enable its implementation.

d) Finance Group

The role of the Finance Working Group is to:

- i) Provide leadership, strategic advice and guidance for the financial delivery of the Sustainability Transformational Plan (STP). This will include the provision of

director level advice and support to the programme.

- ii) Ensure that the strategy is fully costed, that its impact on the wider health and social care system is modelled and understood and that it meets the requirements to deliver a financially sustainable health system. This will be set out in a Strategic Financial Framework (StFF).
- iii) Provide assurance about the financial sustainability of proposals developed by the Workstreams.
- iv) Manage the financial resources committed to the programme by Partners, including the procurement of external advice and support.

e) Performance & Delivery Group

The role of the Performance & Delivery Group is to:

- i) Develop systems for monitoring key performance indicators across the STP, as agreed by the Partnership or as otherwise required by regulators, including but not limited to A&E, RTT and Cancer performance. The Group will provide leadership, strategic advice and guidance.
- ii) Make regular reports to the Partnership on performance related issues, including regular analysis of activity to plan, providing corrective actions, short-term improvements against quality and performance standards and mitigation where necessary.
- iii) Develop and monitor a programme plan for the work of the Partnership, ensuring that the activities of Workstreams and Working Groups are well aligned.
- iv) Advise the partnership on progress against the plan, highlighting exceptions and proposing mitigation (in collaboration with the relevant Workstream).
- v) Develop and manage a risk register for the Partnership's activities.

The executive lead of the Performance and Delivery Group will act as Programme Director for the STP.

f) Organisational Development Group

The role of the Organisational Development Group is to support the development of the Partnership and its ways of collaborating.

g) Communications & Engagement Group

The role of the Communications & Engagement Group is to:

- i) Ensure that Partner activities are coordinated and aligned in relation to the work of the STP, and that Partners discharge their statutory duties in relation to STP proposals;
- ii) Advise the Partnership Board and its Workstreams on communication and engagement matters including in relation to media management and public consultation requirements.

h) Equality & Diversity Group

The role of the Equality & Diversity Group is to ensure that equality & diversity considerations are included in the development of STP plans, and to facilitate collaboration between Partners, where appropriate, in the discharge of their statutory duties in relation to STP proposals.

Schedule Five – Resourcing

It is expected that delivery of the STP objectives is seen as the core business of each member organisation, and each will therefore commit in-kind resources to deliver of the STP objectives without recourse for additional resource to the system.

For the Partnership’s initial phase, key personnel have been identified as indicated in Section Ten of Schedule Four, above. This includes both the senior leaders sponsoring a Workstream and management personnel who are dedicating an agreed element of their working time to the STP. It is expected that these persons will serve on an in-kind basis pending a review of resourcing in April 2018.

The Partnership Board may, from time to time, agree that system objectives cannot be delivered as described above, and that some additional resourcing is required to be deployed for system benefit. In such circumstances Partner organisations are expected to contribute in a way that is considered fair and proportionate. This will be agreed on a case by case basis as need arises.

Schedule Six – Engaging external resources

Circumstances may arise from time to time whereby the system requires expert external advice or services that are either not available to be sourced from a partner member, or are required for purposes of independence.

Such resources will only be commissioned by agreement of the Partnership Board or by the STP Lead or other officer duly delegated to commission such advice or services.

Where this is the case, to provide the necessary assurances to member organisations regarding value for money and probity, proper procurement process will be followed as set out in the SFIs and SOs of the organisation most appropriate to commission the advice or services.

Schedule Seven – Risk Register

Schedule Eight – STP Programme Plan