Introduction

1.1 The NHS Operating Framework: ‘High Quality Care for All’ reminds the NHS that partnership working is key to the delivery of personalised healthcare and the delivery of personalised care and local objectives.

1.2 In May 2015 the Department of Health published the national ‘Future in Mind’ Report which is a key national driver in relation to mental health services at both a national and local level. There are five key themes:
  - Promoting resilience
  - Prevention and early intervention
  - Improving access to effective support – a system without tiers
  - Care for the most vulnerable
  - Accountability and transparency
  - Developing the workforce

1.3 A requirement of the Report was for Clinical Commissioning Groups to develop a CAMHS Local Transformation Plan. This was completed in Rotherham in October 2015 and revised in October 2016 in line with the commitment to refresh the plan on an annual basis. The Plan outlines how both the Clinical Commissioning Group and other key stakeholders will deliver key recommendations from the ‘Future in Mind’ Report by 2020. The Local Transformation Plan was signed off by the Health and Wellbeing Board and approved by NHS England. The Local Transformation Plan takes into account the ‘Emotional Wellbeing and Mental Health Strategy for Children and Young People in Rotherham, which was produced in 2014, and the Rotherham Youth Cabinet Mental Health Report ‘Mind the Gap’ (2015) and the ‘Analysis of Need: Emotional Wellbeing and Mental Health for Children and Young People, 2014.

1.4 The Rotherham Joint Strategic Needs Assessment provides the foundation upon which continued partnership working is taking place to ensure that the services in borough address the needs and inequalities of local residents. It acts as a key driver of local health and social care strategies and informs commissioning decisions. The plans and services of all commissioners and health and social care providers in Rotherham are prioritised by needs identified in the Joint Strategic Needs Assessment and the six Rotherham Health and Wellbeing Strategic Outcomes:
  - Prevention and Early Intervention
  - Expectations and aspiration
  - Dependence to independence
  - Healthy lifestyle
  - Managing long term conditions
  - Reducing poverty

1.5 The outcomes are underpinned by the determination of NHS Rotherham Clinical Commissioning Group to deliver across a range of key strategic aims which are outlined in the Clinical Commissioning Group’s 5 Year Commissioning Plan, and include:
  - Transforming community services to ensure all patients can access high quality, fit for purpose community services with increased capacity for community teams
  - Strengthened general practice services, aligned to patient needs and using new models of care so that GP expertise in risk management is used where it is most needed
  - Transform urgent care to offer high quality, sustainable clinical services seven days a week, 24 hours a day
  - Ensuring mental health services are fit for purpose and accessible to patients
  - Ensure all pathways are efficient, offer high quality services and patients have the best possible experience
  - Ensure all prescribing practices offer high quality and are efficient

1.6 The Rotherham Place Plan and the emerging Accountable Care System further build on the partnership
approach in Rotherham which reflects the intention to enhance commissioning practice to ensure that through joint strategic planning and delivery, a wider range of services are available to local people. The ambition is that by the engagement and involvement of children and young people, health and care services are provided which deliver excellent outcomes for children, young people and their families within a flexible, joint and creative commissioning framework.

1.7 The Clinical Commissioning Group and the Council both acknowledge that this shared agenda cannot be delivered without close partnership working at both an operational and strategic level. A Joint Commissioning infrastructure is already in place, with joint appointments between NHS Rotherham Clinical Commissioning Group and Rotherham Council and a Joint Commissioning Strategy.

1.8 Child and Adolescent Mental Health Services in Rotherham are reflective of ongoing national developments and represent a complex picture at local level in relation to the number of Service Providers and Commissioners across the whole Health and Care System. A large number of organisations provide CAMHS Services across a range of levels, from Universal (Tier1) to Targeted (Tier 2), Specialist (Tier 3) and Inpatient (Tier 4). In relation to this Agreement the Service Providers are Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH) and the Rotherham Therapeutic Team. RDaSH are commissioned by the Clinical Commissioning Group to provide predominantly Tier 2 and Tier 3 Services.

1.9 In respect of the mental health of looked after and adopted children in Rotherham, the RDaSH CAMHS Service is enhanced and complimented by the Looked After and Adopted Childrens Therapeutic Team (LAACTT) which is delivered by the Council. The Therapeutic Team provides a therapeutic service to looked after and adopted children in accordance with the Adoption Support Services (Local Authorities) Regulations 2005 and the adoption national minimum standards 2011. The work of the Service is underpinned and guided by legislation and by Rotherham Borough Council’s policies and procedures.

2 AIMS AND OUTCOMES

2.1 The aim of this partnership agreement is to further improve and strengthen the commissioning of the CAMHS Services by:

- The strengthening of the joint analysis of local need, gaps in current service provision and any capacity and demand issues, to ensure investment is targeted, cost effective and delivers the best outcomes for children and young people;

- The joint commissioning approach with both parties working collaboratively to commission integrated services in a range of settings that are locally accessible and offer seamless care pathways which will subsequently improve the Service User experience within the available resources;

- The alignment of strategic commissioning plans, performance reporting, market management approach and reporting procedures between the Partners;

- The pooling of funds to improve the efficiency and cost-effectiveness of the commissioned CAMHS Service in Rotherham;

- To deliver a cultural change which ensures that the benefits of integrated working are realised and excelled;

- The establishment of an outcome-based Commissioning Framework which will that maximise the opportunity for improved quality and efficiency of health and social care support services through joint commissioning;

- The improvement in the whole team approach by the inclusion of the Therapeutic Team within the pooled fund arrangement which will strengthen the service offer, reduce ineffective signposting and enable a more flexible model of delivery in relation to the step up and step down process.

- An increase and strengthening of the joint commissioning accountability based on the establishment of the Section 75 Sub-group for CAMHS in Rotherham.
2.2 The Partners’ shared aims, the agreed Aims and Objectives of the commissioning arrangements, are to ensure that:

- the commissioning of services is based on an agreed model of need based on the Rotherham context rather than historical service configurations;
- the commissioned CAMHS Services present good value for money and best value and seek to operate within annually identified resources available for each Partner and for each service area;
- to promote emotional and physical good health and work to overcome social exclusion, with the prioritisation of our Looked After Children;
- the CAMHS Services are culturally competent in meeting the needs of people from black and minority ethnic communities;
- an holistic whole systems approach is taken to the commissioning and provision of the CAMHS Services by preventing duplication and to make more effective use of the current resources e.g. integrated care pathways;
- the way commissioned CAMHS Services are shaped and delivered have been influenced and informed by Service Users of Rotherham based on their experience;
- there is a robust framework for commissioning which secures ongoing financial stability for partner organisations;
- safeguarding is always given the fullest consideration during the commissioning process;
- robust arrangements to collect performance management information are established and maintained and that the information is used to evaluate performance against targets, monitoring both the effectiveness of the commissioning process and the commissioned CAMHS Services;
- there is clear identification of the healthcare and the social care components of the CAMHS Services being commissioned or provided at an individual Service User level and service level, with clear thresholds, where this is possible, and both organisations shall agree the exceptions and that these be noted within this Agreement or any Schedule thereto.

2.3 The Clinical Commissioning Group as Lead Commissioner will commission the CAMHS Services, in line with the following overarching aims and objectives:

- Ensuring that they contribute both directly and indirectly towards successfully delivering a wide range of indicator targets that help improve the emotional health and wellbeing of children and young people in Rotherham.
- Ensuring children and young people with mental health problems are helped at the earliest opportunity before these problems escalate so that outcomes are improved.
- Ensuring the skills, knowledge and understanding of professionals working with children and young people are improved to enable them to promote good mental health in children, young people and their families.
- Ensuring the skills, knowledge and understanding of professionals working with children and young people are improved to enable them to recognise mental health concerns accurately and how to access appropriate services.
- Ensuring direct clinical intervention and support is provided to assist the recovery of children and young people with mental health problems.
- Ensuring that any Service Provider can demonstrate that children and young people are satisfied with the care and support they receive from CAMHS.
- Ensuring that any Service Provider can demonstrate Best Value service delivery.
- Ensuring the smooth transition to Adult Mental Health Services for eligible CAMHS service users.
and in particular care leavers.

2.4 The CAMHS Services commissioned will include the following aims:

- Targeted CAMHS support to universal services and local integrated teams through the designated RDaSH Locality Workers.

- To improve outcomes for service users.

- To provide timely assessment of mental health needs and direct short term interventions at the earliest opportunity to children and young people that require more targeted support in order to reduce the need for more intensive support.

- To improve the skills, knowledge and understanding of Universal Service professionals (Tier 1) and Local Integrated Teams around mental health concerns via training, advice and consultation so that they are better able to respond directly to the needs of children, young people and their families in Rotherham.

- To provide timely referral to specialist CAMHS where a child or young person’s mental health concern requires.

- Children, young people and their families will receive a positive experience of the CAMHS services.

- Health inequalities of at risk groups are reduced.

- Children, young people and their families receive safe, evidence based, innovative care that meets their needs.

- To work with all relevant agencies to ensure that services for children and young people with mental health problems are coordinated and address their individual needs, providing a holistic approach.

- To support placement stability of Looked After Children.

- To support care leavers successful transition to adulthood by developing their mental health and wellbeing.

- That the RDaSH CAMHS service works closely with the Rotherham Therapeutic Team to provide seamless support for Looked After Children regardless of their level of need.

- To provide an efficient and cost effective service that provides value for money to the Children and Young People of Rotherham.

3 PERSONS ELIGIBLE TO BENEFIT

3.1 Services commissioned by the CCG shall be commissioned for the benefit of individuals for whom in relation to that service the CCG is the responsible commissioner; for services commissioned by the Council, the services shall be commissioned for the benefit of individuals who are ordinarily resident in the Borough of Rotherham.

3.2 The CCG and the Council shall each liaise with any relevant neighbouring authority or CCG in respect of individuals who are the responsibility of either the CCG or the Council but not both.

3.3 The CCG and the Council shall apply such relevant eligibility criteria for access to services as are appropriate for the service in the light of their statutory duties.
Part 2 - FINANCE

Financial Principles

1 Pooled Fund Structure

1.1 The Council and the CCG will make defined contributions to the costs incurred by the Pooled Fund as set out in this section. Financial resources in subsequent years will be reviewed and determined in accordance with the Agreement.

1.2 In meeting its duties and responsibilities to develop a pooled arrangement to support the delivery of the CAMHS Local Transformation Plan, the Partners and the CAMHS Strategic Group have agreed to establish a pooled fund.

1.3 The pool will deliver Tier 2 and Tier 3 services up to a value of £4.216m. This Pool will be hosted by the CCG and the CCG will act as Lead Commissioner.

1.4 The pool will be split into two aligned budgets. Aligned budget 1 will deliver Tier 2 and Tier 3 services up to a value of £3.313m. Aligned Budget 2 will deliver Tier 2 services up to a value of £0.903m.

Table 1: Overview of the Services Included in the Pooled Fund

<table>
<thead>
<tr>
<th>Pooled Fund</th>
<th>Contribution to the Pooled Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CCG</td>
</tr>
<tr>
<td>Aligned Budget 1</td>
<td>Area of Funding</td>
</tr>
<tr>
<td>RDaSH *</td>
<td>2,942</td>
</tr>
<tr>
<td>RMBC (ASD post diagnostic Support) *</td>
<td>54</td>
</tr>
<tr>
<td>Rotherham Parents Forum (Family Support) *</td>
<td>85</td>
</tr>
<tr>
<td>Healthwatch *</td>
<td>20</td>
</tr>
<tr>
<td>Other</td>
<td>73</td>
</tr>
<tr>
<td>RDaSH - Eating Disorders</td>
<td>139</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>3,313</td>
</tr>
<tr>
<td>Aligned Budget 2</td>
<td>Therapeutic Team **</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>903</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>4,216</td>
</tr>
</tbody>
</table>

* The above figures include LTP funding of: 652,000
** The above figures include Adoption Support funding of: 271,000

The Host for Pool 1 is NHS Rotherham CCG, and the pooled fund manager is Wendy Allott, Chief Finance Officer

Financial Contributions

2 The CCGs base contribution for 2017/18 will be £3.174m and the Council’s base contribution (net budget) will be £0.632m.

3 In the event that the partners agree to extend this agreement, there will be no automatic annual uplift to the amounts stated in this agreement for any subsequent year. Any uplift to these figures will be determined by both partners as part of the annual budget setting process.

4 It is expected that the Pool Manager will manage the Agreement within the approved budget for each financial year. Any proposed expenditure over and above the approved budget must be agreed in writing by the Chief Finance Officer of the CCG and the Strategic Director of Finance and Customer Services of
the Council prior to any expenditure being incurred. Any overspend in the pooled funds shall be subject to
the Risk Share Agreement (Annex D to this Schedule) in the first instance. If all appropriate options in this
agreement are exhausted without resolution the default position would be that overspends be borne by the
partner responsible for the aligned budget.

5 Any underspending in one year will be refunded to each partner based on the percentage contribution to
the aligned budget, subject always to the powers of the parties to make grants to each other outside the
terms of this agreement. Underspends should be brought to the Section 75 Sub-group to consider how
they might be protected for CAMHS / Therapeutic services and reinvested back into the service to meet
evolving priorities.

Payment Terms

6 The timing of payment shall be agreed annually in writing between the Chief Finance Officer of the
Rotherham Clinical Commissioning Group and the Strategic Director of Finance and Customer Services
of the Council.

7 In the absence of any Agreement:

7.1 Each party shall provide such accounting information as may be required for the preparation of
accounts and audit as may be required both during and at the end of each financial year
recognising the need to ensure that both the Council and the CCG meet their specific financial
reporting deadlines.

7.2 The Council and the CCG will pay invoices within 30 days of receipt.

Non-Financial Principles

8 Non-financial contributions to the Schemes are confined to current support for joint and integrated
commissioning arrangements. These will continue with no charges being made to the pooled fund.

Lead Officers

9 The table below provides lead officers contact details;

<table>
<thead>
<tr>
<th>Partner</th>
<th>Name of Lead Officer</th>
<th>Address</th>
<th>Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council</td>
<td>Mr Ian Thomas Strategic Director Children and Young People Services</td>
<td>Rotherham Metropolitan Borough Council, Riverside House, Main Street Rotherham S601AE</td>
<td>01709 823928</td>
<td><a href="mailto:ian.thomas@rotherham.gov.uk">ian.thomas@rotherham.gov.uk</a></td>
</tr>
<tr>
<td>CCG</td>
<td>Mr Christopher Edwards Chief Officer</td>
<td>NHS Rotherham CCG, Oak House, Moorhead Way, Bramley Rotherham S66 1YY</td>
<td>01709 302009</td>
<td><a href="mailto:Chris.edwards@rotherhamccg.nhs.uk">Chris.edwards@rotherhamccg.nhs.uk</a></td>
</tr>
</tbody>
</table>
ANNEX A – Therapeutic Team Service Specification

The Service is accountable for delivering the following key outcomes:

- To provide training, information and consultation to Key professionals and carers to promote an understanding of therapeutic and mental health skills and competencies to guide, support and address the emotional and mental health needs of children and young people who are looked after, and adopted.

- Carers/Adoptive Parents will have access to consultation, advice and training regarding a number of social and psychological frameworks that will provide them with a wide range of constructive ways to understand and guide the care of children and young people who are recovering from abuse and neglect or affected by emotional, behavioural and relationship difficulties.

- Where required, children and young people will receive a therapeutic and emotional wellbeing assessment, including monitoring of wellbeing using the SDQ, and where recommended a range of therapeutic and psychological techniques that are informed by attachment theory.

- Where required a Therapeutic intervention will be provided based on a trauma and attachment model – this may include theraplay, Dyadic developmental psychotherapy, systemic therapy, creative therapy, trauma based advanced lifestory work, emotions based interventions and trauma based interventions.

- A number of children and young people will receive an Intensive Intervention – based on a systemic whole team approach, working intensively to support the carers and including direct therapeutic interventions.

- Professionals access support, information, advice, supervision, consultancy and training from the Therapeutic Team and other sources to incorporate an understanding of the mental health and emotional needs of children and young people into their assessments, interventions, everyday work and decision making processes.

Operational Information

- This service shall be available across Rotherham and with consideration to young people placed elsewhere in the country.

- This service shall be available to Looked After Children aged under 18 years and Care Leavers aged up to 25 years

- This service shall be available to other professionals working with the client group, including the Adoption & Fostering Teams.

- This service shall be provided by a dedicated Looked After and Adopted Children’s Team based within the Service Providers premises (2 wte clinical psychology posts (band 8c and 8a), 7 wte therapeutic intervention workers, & 2 WTE Business support Administrative Assistants).

Training for Other Professionals and Carers

- Training to named staff and carers to enable them to deliver interventions that promote emotional health and wellbeing and provide early intervention support. Specific therapeutic training will be available – dependant on need – including attachment based interventions, living and working with children who have been sexually abused, and Therapeutic Parenting group training.

- Up to 16 days training per year to the Purchaser's Social Workers, Foster Carers, Residential Care Home staff, Leaving Care Workers and Adoptive Parents (pre and post-adoption) on understanding trauma and attachment issues, promoting emotional wellbeing and mental health, using appropriate therapeutic skills and understanding access to services. Training will be delivered in locations suited to participants and in groups wherever possible to make the best use of time. The therapeutic Team will actively monitor the appropriateness of referrals to the service and target training when improvements are needed.

Support to Professionals (social care, early help, schools, GPs, Health staff, Children’s Services staff)

- Information, advice and guidance via telephone contact or in person when appropriate alongside other relevant partners which:
  - Promotes emotional health and wellbeing with LAAC
  - Enhances the skills and competencies of staff within universal settings regarding mental health
issues and working with Looked After Children, children in SGO families, care leavers or adopted children (LAAC).

Direct Case Work

The Service Provider shall:

• The therapeutic Team shall provide consultation and will assess the emotional, therapeutic and mental health needs of children and young people. This will include providing consultation to named professionals working with Looked After Children and care leavers on individual cases of concern, relating to emotional wellbeing, understanding complex behaviours and mental health issues.

• The maximum wait from receipt of referral to first intervention with the carer, Social Worker or Leaving Care Worker as appropriate, shall be 6 weeks.

• Following a referral for a Looked After Child or care leaver (see section 3.4 below), and after discussion with an appropriate referring professional, assess the situation, presenting issues and the emotional wellbeing and mental health needs of the child.

• Following initial assessment, if appropriate, the Service Provider shall provide indirect consultation based short term interventions at Tier 2 including providing urgent advice, and attachment informed work with carers. Currently this service provides approximately three sessions to carers (‘BIS – Brief Intervention Service’).

• Waiting time from receipt of referral to the BIS – Brief intervention Service - should be no more than 6 weeks, subject to the agreement and availability of the Social Workers and/or Carer as appropriate. The Council shall waive this target if an intervention is arranged within this timescale but is cancelled by other parties. Waiting times from referral to first intervention shall be revalidated via contract management meetings based upon actual demand for the Service during the initial 6 months of the contract term.

• Following assessment, if appropriate, the Service Provider shall refer for direct therapeutic intervention from relevant services (including the Junction, RISE, Rainbows, GROW, Barnardos, or school and college counselling services).

• Following the BIS, if required refer for direct intervention within the Therapeutic Team. Waiting time from referral to intervention from the therapeutic team will be defined within RMBC and NHS Rotherham’s contract with the Service Provider. Currently waiting times are up to 12 months for direct therapeutic interventions. This service includes therapies based on: clinical psychology, theraplay, family therapy, Dyadic developmental psychotherapy Practices, play, art and creative therapies, emotions and trauma based work and advanced trauma informed Lifestory interventions. (NICE guidance and recommendations, emerging practice based evidence and evidenced based practices are considered in the context of the LAAC population and specific presentations).

• To a small number of young people and their carers offer the Intensive Intervention Programme (IIP) – which offers up to a day a week intervention with all professionals involved with the young person with an emphasis on direct family based therapeutic interventions.

• Following assessment, or following initial work, if appropriate, refer to Tier 3 CAMHS through close working with the CAMHS partners and careful case handover.

• For care leavers, referrals to Adult Mental Health or other appropriate Services may be necessary where age appropriate. When working with care leavers interventions at Tier 2 can be delivered to all care leavers appropriately referred regardless of their age (up to 25 years old).

• Assist in providing clear support and planning for transitions to Adult Mental Health Services where needed.

• Attend and input into Looked After Children reviews and pathway plan reviews for care leavers where appropriate.

• Attend strategic meetings related to Looked After Children as required

• Following assessment, if the referral is inappropriate, write to the referrer explaining why and signpost them to other more appropriate services.

• Inform appropriate parties of discharge and advise on other support available.

• Keep up to date records of all cases and input data into the appropriate monitoring systems.
ANNEX B – CAMHS Service Specification

The service specification is being refreshed and the revised version will be included before commencement of the agreement.
ANNEX C – Financial Contributions

When agreeing the annual contributions, the Partners should comply with the following procedure:

1. Each Partner shall have complete discretion in determining whether or not to increase or decrease its annual contribution and as to the level of any increase or decrease. However, if either Partner decides to decrease its contribution by more than 2.5% then the matter shall be referred to the SECTION 75 SUB-GROUP to determine whether the CAMHS Service under the Pooled Fund remains viable. If the SECTION 75 SUB-GROUP determines that CAMHS Service shall not be viable after such decrease then either Partner shall be able to terminate this Agreement in accordance with Clause 22.

2. In considering the baseline contributions in the previous Financial Year, this shall be the Partner’s contribution as agreed at the commencement of the previous Financial Year and any underspends or overspends during that year shall be ignored unless otherwise agreed by the Partners. Where Pooled Funds are introduced during a Financial Year the Partners shall agree what figures shall be taken as the baseline contributions for that Financial Year for the purposes of this paragraph (as though the Pooled Funds were introduced at the commencement of that Financial Year).

3. In determining financial contributions for subsequent Financial Years, the Partners shall also consider whether it is appropriate to consider funding any growth proposals. Growth proposals of NHS Rotherham CCG shall be considered as part of NHS Rotherham CCG and the Council’s strategic financial and business planning processes.

4. When calculating the Partners’ respective financial contributions to the Partnership Arrangements for the Financial Year subsequent to the Financial Year commencing 1st April 2018 the Partners have agreed that the figures set out in Table 1 within Schedule 1 (Part 2) of this Agreement shall be regarded as the Council’s and NHS Rotherham CCG respective baseline financial contributions.

5. Once the respective contributions have been agreed then the contribution is a fixed block amount unless agreed otherwise by exception.

6. The Host Partner has an obligation to commission services which minimise financial risk to either party to this Agreement. Both parties to this Agreement shall agree the financial and service framework for sub-contracting arrangements prior to the Host Partner finalising the sub-contracting arrangements.

Non-Financial Contributions

7. The scheme specification shall set out non-financial contributions of each Partners including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement. Save as otherwise stated in the Scheme Specification, no charges shall be made in relation to non-financial contributions.

8. The Partners agree that they will provide IT support to users of their IT systems.
ANNEX D – RISK SHARING

The following details proposals for the sharing of risks relating to the schemes included in Schedule 1.

1 Risk sharing proposal

   General principles

   It is proposed that the Section 75 Sub-Group is the forum where decisions on the application of risk pool funding for either pool is made.

   Risk is attributable to the scheme commissioner pro rata to the proportion of that scheme commissioned. This is to reflect where the levers for change and control sit.

   Similarly, where the scheme is joint and there is one lead commissioner, the risk should be shared pro-rata to the proportion of that scheme commissioned.

2 Overspend / Underspend treatment

   If an overspend is identified the following approach will be taken:
   a. Seek to cover the overspend from areas of underspend identified within the aligned budget;
   b. Utilise the risk pool funding;
   c. Reduce uncommitted scheme allocations;
   d. Cover using resources from outside the pool pro-rata to the baseline contributions of each organisation. NB: the RMBC contribution to the RDaSH contract is fixed at £139k per annum.

   If an underspend is identified the following approach will be taken:
   e. Underspends remain within the pooled arrangement to support overspends elsewhere in the pool;
   f. Further joint schemes within budget lines to be proposed in year which can utilise the resources in year.

   In all of these scenarios the Section 75 Sub-Group is the forum where decisions would be made.
ANNEX E

VAT Regime

1. The Partners agree to adopt "Partnership Structure (a)" as described in the VAT Guidance through which the Partners agree that goods and services will be purchased in accordance with the Host Partner's VAT regime and reimbursed from the Partners' contributions.
ANNEX F

Premises

1. No real property of the Host Partner ("Premises") shall form part of the pooling arrangements under this agreement but the Host Partner may, in its absolute discretion, use and allow the use of its Premises for the delivery of the Services under this Agreement.

2. If the Host Partner uses or allows the use of its Premises in accordance with clause 1 above, it shall ensure that the Premises are:

   2.1.1 suitable for the delivery of the Services;
   2.1.2 sufficient to meet the reasonable needs of Service Users; and
   2.1.3 where required by law, shall meet any and all regulatory standards (as appropriate) including but not limited to the Disability Discrimination Act 1995, the Care Standards Act 2000 and the Private and Voluntary Healthcare (England) Regulations 2001, together with any applicable NHS standards in force from time to time.
ANNEX G

Equipment

1. Should any equipment be funded from the pooled fund, and used in the delivery of the CAMHS Service then the Host Partner shall ensure that such equipment is:
   1.1 suitable for the delivery of the Services;
   1.2 sufficient to meet the reasonable needs of Service Users; and
   1.3 where required by law, shall meet any and all regulatory standards (as appropriate) including but not limited to the Disability Discrimination Act 1995, the Care Standards Act 2000 and the Private and Voluntary Healthcare (England) Regulations 2001, together with any applicable NHS standards in force from time to time.

2. The Host Partner shall:
   2.1 maintain in good and serviceable repair all such equipment;
   2.2 ensure that such equipment integrates properly with hardware, software, products, or services which interface with or are used in conjunction with the Services; and
   2.3 not at any time introduce any computer virus or other contamination, whether knowingly or not onto any of the equipment.
ANNEX H

Staff

The Host Partner shall commission Services from a Service Provider, whose staff will remain employed by the Service Provider at all times. The Therapeutic Team will co-locate with the commissioned CAMHS service.
SCHEDULE 2 – GOVERNANCE

The actions outlined within the Rotherham Place Plan demonstrate the commitments of both the Council and CCG to transforming services and working in a more integrated way for the benefit of Rotherham people. This Partnership Framework Agreement further consolidates this commitment, and demonstrates our resolve to work in a transparent and integrated way.

Using the governance framework set out below the partners will monitor the effective delivery of each of the schemes outlined in Schedule 1.

1. GOVERNANCE ARRANGEMENTS

The particular responsibilities of the Section 75 Sub-Group are (without limitation) as follows:

- to receive feedback and reports from the Partners on the Services commissioned or provided in relation to quality and efficiency indicators, impact and outcomes;
- to monitor, advise and agree resource allocation and highlight cost pressures to the Partners through reporting lines to be agreed between the Partners;
- to approve changes to the commissioning or provision of the Services, within the terms of this Agreement;
- to ensure the Parties comply with this Agreement;
- to measure the performance and quality of the commissioning or provision of the Services against the standards of conduct outlined in Schedule 3 of this Agreement;
- to pursue the intended aims and objectives as specified in Part 1 (Aims and Objectives);
- to respond without prejudice to any complaints procedures under the Hospital Complaints Procedures Act 1985 or under section 7B of the Local Authorities Social Services Act 1970 or otherwise, to appoint a sub-committee or a member of the Section 75 Sub-Group to consider complaints about the Arrangements if the complaints are made by or on behalf of Service Users;
- to ensure that services commissioned and any service changes adhere to strategic plans for CAHMS Services; and
- to ensure that robust processes are in place to identify any emerging financial or service risks at an early stage and to take action to minimise or negate such risks

2. MEETINGS AND MEMBERSHIP (Term of Reference)

2.1 Membership of the Section 75 Sub-Group shall comprise the following individuals:

- Senior Manager – Contracts, NHS Rotherham CCG
- Joint Assistant Director, Commissioning, Performance and Quality (Chair)
- Head of Strategic Commissioning, Children’s Services of the Council;
- Strategic Commissioning Manager Children’s Services of the Council;
- Senior Finance Manager of the Council
- Senior Finance Manager of the CCG
- Performance Lead Officer
- Safeguarding Lead Officer

2.2 Other staff may be in attendance at meetings of the Section 75 Sub-Group as may be appropriate to the agenda.
2.3 The quorum for meetings shall be a minimum of four members (or their appointed deputies) and at least two from each organisation (any joint post holders will count as one member from each organisation) must be present when making decisions. All decisions must be unanimous. Where unanimous agreement is not reached the members will agree on the process to conclude a decision. If this is not possible then the matter will be escalated to a Director within each organisation in the first instance. Ultimately the disputes resolution process, at Clause 21 of Part 2 of this Agreement, will apply.

2.4 Meetings of the Section 75 Sub-Group will take place on a Quarterly basis and follow the CAMHS Strategy and Partnership meetings. Meeting dates will, wherever possible, be agreed 12 months in advance.

2.5 All Section 75 Sub-Group meetings will be closed to the press and public.

2.6 Meetings of the Section 75 Sub-Group will be chaired by the Joint Commissioning Assistant Director, Children and Young People’s Services, the Clinical Commissioning Group, will provide the Secretariat function to the formal Section 75 Sub-Group meetings. The agenda and all reports will be published a minimum of five Working Days before the meeting. Minutes of meetings or a report of the decisions taken at meetings will be kept and circulated to officers within five Working Days of meetings.

2.7 Decisions may be taken without the members of the Section 75 Sub-Group being together at the same time or same place and any such decision shall be recorded in writing (which shall include email).

2.8 The Partners may agree in writing from time to time to modify, extend or restrict the remit of the Section 75 Sub-Group.

2.9 The Section 75 Sub-Group may decide to meet informally by mutual agreement.

2.10 Individual Service areas may also wish to report annually to the service specific Partnership Board on the delivery of the Aims and Objectives through the mechanism of this Agreement.

2.11 Where any Service Provider is commissioned by the Host Partner, and the contract price payable to that Service Provider is to be reduced in real terms in any year, the Section 75 Sub-Group shall allow a representative of that Service Provider an opportunity to address the Section 75 Sub-Group to make such representations as it considers reasonable.

2.12 The Joint Assistant Director of Commissioning, Performance and Quality, Children’s Services shall:
   
   • resolve (jointly with the Deputy Chief Operating Officer of Rotherham CCG) any conflicts of interest relating to this Agreement;
   
   • address sub-standard performance;
   
   • agree strategies for media contact;
   
   • receive contract notices served on the Council or the Clinical Commissioning Group; and
   
   • act as referee in the first stage referral of disputes.
   
   • authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme
SCHEDULE 3 - JOINT WORKING OBLIGATIONS

1. LEAD COMMISSIONER OBLIGATIONS

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

a) The Lead Commissioner shall notify the other Partners if it receives or serves:
   (ii) a Change in Control Notice;
   (iii) a Notice of an Event of Force Majeure;
   (iv) a Contract Query or Contract Default Notice;
   (v) Exception Reports;
       and provide copies of the same;
   (vi) Serious Incident Reports
       and provide copies of the same;
   (vii) Adult Safeguarding Concerns.

b) The Lead Commissioner shall provide the other Partners with copies of any and all (if applicable):
   (i) CQUIN Performance Reports;
   (ii) Monthly Activity Reports;
   (iii) Review Records;
   (iv) Remedial Action Plans;
   (v) JI Reports;
   (vi) Service Quality Performance Report.

c) The Lead Commissioner shall consult with the other Partners before attending:
   (i) an Activity Management Meeting;
   (ii) Contract Management Meeting;
   (iii) Review Meeting
       and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.

d) The Lead Commissioner shall not:
   (i) permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;
   (ii) vary any Provider Plans (excluding Remedial Action Plans); – RCCG; or Service Improvement Plans - RMBC);
   (iii) agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;
(iv) give any approvals under the Service Contract;

(v) agree to or propose any variation to the Service Contract (including any Schedule or Appendices);

(vi) suspend all or part of the Services;

(vii) serve any notice to terminate the Service Contract (in whole or in part);

(viii) serve any notice;

(ix) agree (or vary) the terms of a Succession Plan;

(x) without the prior approval of the other Partners (acting through the CAMHS Strategic Partnership Group such approval not to be unreasonably withheld or delayed.

(e) The Lead Commissioner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.

(f) The Lead Commissioner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution.

(g) The Lead Commissioner shall share copies of any reports submitted by the Service Provider to the Lead Commissioner pursuant to the Service Contract (including audit reports).

2. **OBLIGATIONS OF THE OTHER PARTNER**

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

(a) Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Commissioner (including the provision of data and other information) as is reasonably necessary to enable the Lead Commissioner to:

   (i) resolve disputes pursuant to a Service Contract;

   (ii) comply with its obligations pursuant to a Service Contract and this Agreement;

   (iii) ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;

(b) No Partner shall unreasonably withhold or delay consent requested by the Lead Commissioner.

(c) Each Partner (other than the Lead Commissioner) shall:

   (i) comply with the requirements imposed on the Lead Commissioner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;

   (ii) notify the Lead Commissioner of any matters that might prevent the Lead Commissioner from giving any of the warranties set out in a Services Contract or which might cause the Lead Commissioner to be in breach of warranty.
SCHEDULE 4 - PERFORMANCE METRICS

CAMHS - Rotherham
CCG Commissioning
Copies of policies for the management of conflicts of interest can be accessed by the following link:

**ROtherham MBC:**


**NHS Rotherham CCG:**

http://www.rotherhamccg.nhs.uk/corporate-policies.htm
A copy of Rotherham's information sharing protocol can be accessed by the following link:

http://www.rotherhamccg.nhs.uk/partnership-policies.htm

RMBC Joint Agency Information Sharing Protocol
SCHEDULE 7 – SPECIFICATION FOR GOVERNANCE AND FINAL ACCOUNTS REQUIREMENT

Specification for Governance and Final Accounts Requirement for LA and CCG

Introduction and key principles for the operation of the pooled arrangements

Section 75 allows partners to make contributions to a common fund to be spent on agreed functions. To enable the effective operation of the pooled arrangements:

- Partners must sign a joint funding agreement before starting to operate the pool.
- One agreement can cover multiple pools
- Pooled budgets must follow the appropriate accounting arrangements
- The host partner is responsible for producing the year end accounts
- The accountable body is the organisation from where the money originated
- Conditions attached to individual funding streams are required to be met
- The arrangements for operation of the pooled arrangements are required to ensure that the requirements of all partners to achieve economy, efficiency and effectiveness in their use of resources are met
- The arrangements for operation of the pooled arrangements are required to ensure that the regulatory requirements for each party are met, e.g. CCG has significant monthly reporting requirements to NHS England with nationally driven deadlines, as well as the requirement for the external auditors to express an explicit opinion on the regularity of their transactions.
- NHS Bodies are subject to a short timeframe for the preparation and audit of their accounts, Local Authorities currently have longer. By hosting, the parties must take ownership in ensuring that all accounts issues are progressed so as not to compromise the NHS timetable.

On-going arrangements

1. Each partner will reference the pool to the organisational scheme of delegation and how this will operate in practice.
2. The coding arrangements in place within the ledger of the host organisation will need to ensure that the accounting requirements of the other partner are met.
3. The host can ensure that accurate and timely reporting of financial and non-financial information meets its own requirements but will need to ensure that information is available to meet the requirements of the other party also.
4. Budget monitoring updates will be provided quarterly to the Section 75 Sub-Group and the CAMHS Strategic and Partnership Group. Quarterly reports to be submitted to the CCG governing body and the Local Authority CYPS Directorate Leadership outlining the following:
• The level of contribution to the pooled budget
• Spend to date
• Performance to date
• How the pooled budget is performing overall

5. CCG will require monthly financial and non-financial reporting within the timescales of the CCG Reporting Timetable, in order to inform its internal management accounting, external reporting to NHS England and the identification of risk throughout the financial year. Reporting should also reflect CCG requirements and the reporting environment of the CCG.

6. The CCG will need to be able to work within the reporting and management environment of the Local Authority for elements of the pool and therefore multiple processes may need to be implemented.

7. The host partner will ensure that where elements of the pooled budget are ring-fenced for a particular purpose, the necessary supporting information is available to provide assurance that those elements have been used appropriately and to support the accounting arrangement applied.

8. The host will need to ensure that the VAT arrangements are compliant with both NHS and LA VAT regimes. Currently Local Authorities can reclaim VAT on purchases so if the CCG hosted the pool, it would need to retain records and administer the share for which VAT is reclaimable.

9. There must be a clear mechanism for alerting Governing Bodies as well as the Health and Wellbeing Board of concerns relating to delivery of projects, in line with the arrangements set out in Schedule 3.

10. In order to avoid difficulties in the consolidation of accounts, all the accounts should be maintained on a gross basis. Should accounts information be required on a net basis this can then be calculated.

11. The host organisation to provide access to relevant aspects of the ledger and accounts to enable internal audit monitoring as part of agreed Audit plans in-year.

Year End Closure of Accounts

12. The partners should consider the nature of each pooled budget in accounting terms and in particular whether the pool is a joint operation in accordance with IFRS11. If the arrangement is not a joint operation then its substance should determine the accounting. It may be a lead commissioning or aligned commissioning arrangement.

13. To meet requirements in relation to the preparation of annual accounts the host must prepare and publish a full statement of spending signed by the accountable officer or section 151 officer, to provide assurance to all other parties to the pooled fund. This is required to meet the specified timescales for the publication of accounts and should include:
• Contributions to the pooled fund, cash or kind
• Expenditure from the pooled fund
• The difference between expenditure and contributions
• The treatment of the difference
• Any other agreed information
14. All partners to discuss and agree with their external auditors the assurances required in order to sign off the year end accounts and particular requirements where the partner is not the pool host.

15. An annual return detailing a full statement of expenditure and linked to Annual Governance Statement Requirements must be received by the CCG in line with NHS Annual Accounts Reporting Timescales subject to confirmation by NHS England. This must be signed by the Section 151 officer.

16. A memorandum account would need to be produced for the Local Authority at closedown. CCG would be responsible for preparation of annual statements of account and Audit to the requirements of the Local Authority in relation to the pool it hosts.

17. The Annual Governance statement (CCG) will be required to report on internal control and risk management within the pool. This is part of the final accounts documentation which is subject to audit at the year end.

18. The CCG will have responsibility for ensuring that the Local Authority’s statutory duties including financial reporting are met. This includes form of accounts, gross and net as well as ensuring that the required timescales are achieved.

19. Would require joint Agreement of Internal and External Audit of the pooled arrangement to inform Annual Governance Statement and to provide the required level of assurance to respective Audit Committees, Governing Bodies and the External Audit. This includes reviewing whether information received is accurate and correct.

20. The LA capital accounting regime for Disabilities Facilities Grant and other capital will need to be followed and accounts closure timescales adopted.

21. As the CCG will be required to report on its share of assets, liabilities, income and expenditure in accordance with IFRS 11, all reporting must be done in line with this accounting standard and enable the CCG to account for the pooled budget as outlined in the DH Manual for Accounts.

22. For its own assurance and to satisfy the requirement for delivery of value for money, each partner should set out clear requirements for evidence of how the resources provided to the pool have been utilised and how value for money has been achieved.

23. Information may be required to support Agreement of Balances exercises although further guidance for NHS England is awaited.