

Children and Young Peoples Services (CYPS) – Call Off Partnership Agreement/

Work Order

1. OBJECTIVES OF THE SCHEME

Section 75 of the NHS Act 2006 allows partners (NHS bodies and councils) to contribute to a common fund which can be used to commission health or social care related services. This power allows a local authority to commission health services and NHS commissioners to commission social care.

The Health and Social Care Act 2012, which introduced a requirement for Health and Wellbeing Boards to develop Joint Strategic Needs Assessments and Joint Health and Wellbeing Strategies, both of which support prevention, identification, assessment and early intervention and a joined-up approach from those providing services.

It is a requirement of the SEN and disability reforms in the Children and Families Act 2014 that the local Integrated Care Board (ICB) and the Council establish a pooled fund for the joint commissioning of services across education, health, and care. This is regulated by OFSTED and CQC on behalf of the Department for Education and NHS England.

This is reflected by the strategic priority: **Improving health and wellbeing outcomes for children and young people through integrated commissioning and service delivery** outlined in Aim 1 of the Rotherham Health and Wellbeing Strategy: **All children get the best start in life and go on to achieve their potential.** The Rotherham Integrated Health and Social Care Place Plan operationalises the strategy.

2. AIMS AND OUTCOMES

The aims and benefits of the Partners in entering into this agreement are to:

- Improve the quality and efficiency of the services;
- Meet the National Conditions and Local Objectives;
- Drive integration between the Health and Social Care Economy;
- Make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the services.

3. THE ARRANGEMENTS

In meeting its duties and responsibilities to develop a pooled arrangement to support joint commissioning and delivery of the Children and Young People's (CYP) elements of the Place Plan, the Partners and Rotherham Health and Wellbeing Board have agreed the establishment of the following pooled arrangement:

Pool 1; Hosted by RMBC; Value of **£1.429m** for the CYP Place Transformation Plan 2022/23, **£1.957m** 2023/24 and **£1.762m** 2024/25.

4. FUNCTIONS

The ICB and Council shall utilise funds to deliver against agreed objectives set out within the CYP Place Transformation Plan.

5. SERVICES WITHIN THE SCHEME

5.1 Persons Eligible to Benefit

5.1.1 Services commissioned by the ICB shall be commissioned for the benefit of individuals for whom in relation to that service the ICB 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.

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

5.2 Commissioning Arrangements

Each partner organisation will manage the commissioning of specific services for which it is identified as the responsible organisation, in line with its own internal processes.

5.3 Contracting Arrangements:

Each partner organisation will manage the contracting of specific services for which it is identified as the responsible organisation, in line with its own internal processes.

6. FINANCIAL CONTRIBUTIONS

6.1 Contributions to the fund will be assessed on a year on year basis based on affordability and may be zero. The ICB's and Council's contribution for period 2022/23 to 2024/25 will be as per the table below:

Children and Young Peoples Services	Contributor	2021/22 Investment			2022/23 Investment			2023/24 Investment			2024/25 Investment		
		RICB Share	RMBC Share ***	Total	RICB Share	RMBC Share ***	Total	RICB Share	RMBC Share ***	Total	RICB Share	RMBC Share ***	Total
		£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Priority 1. The First 1001 Days	RCCG		158	158			0			0			0
Priority 2. Special Educational Needs and Disabilities	RCCG		221	221		80	80			0			0
Priority 3. Looked After Children				0			0			0			0
Priority 4. Children and Young People's Mental Health and Emotional Wellbeing	RCCG		3895	3895		46	46			0		70	70
	RMBC											30	30
Priority 5. Transitions to Adulthood – Preparation for Adulthood Board	RCCG		61	61			0			0			0
Risk Pool	RCCG		1054	1054			0			0			0
Total			0		5389	0	126	126	0	0	0	0	100

*** funded from Population Health Funds

Appendix 1 provides a list of detailed schemes under each theme.

- 6.2 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 in future years will be determined by both partners as part of their budget setting process.
- 6.3 It is expected that the Pool Fund Managers will manage the Agreement within the approved budget for the financial year. Any proposed expenditure over and above the approved budget must be agreed in writing by the Chief Finance Officer of the ICB and the Strategic Director of Finance and Customer Services of the Council prior to any additional expenditure being incurred.
- 6.4. If an overspend is identified the following approach will be taken:
- Seek to cover the overspend from areas of underspend identified within either pool;
 - Reduce uncommitted scheme allocations;
 - Cover from resources outside the pool.
- 6.5 If an underspend is identified the following approach will be taken:
- Underspends remain within the pooled arrangement to support overspends elsewhere in the pool;
 - Existing joint schemes to be funded in future years.
 - Further joint schemes within budget lines to be proposed in the funding period which can utilise the resources in the funding period.
- 6.6 Separate to any base contribution, further contributions may be agreed between parties in year or removal/alteration of services may be agreed through the scheme governance arrangements. Any base or subsequent contribution will be agreed and notified between the joint fund managers of the ICB and RMBC.

7. PAYMENT TERMS

- 7.1 The Council will invoice the Rotherham Integrated Care Board in advance the estimated annual costs of the schemes.
- 7.2 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 ICB meet their specific financial reporting deadlines.
- 7.4 The Council and the ICB will pay invoices within 30 days of receipt.

8. FINANCIAL MANAGEMENT AND YEAR END ARRANGEMENTS

- 8.1 Except by prior agreement between the ICB and the Council, expenditure to be made from the scheme otherwise than in respect of the performance of the services identified above is not permitted.
- 8.2 Both parties will keep proper accounts in relation to the use of the funds for which it is responsible under the agreement. Accounts will be open to inspection at any reasonable time together with all invoices, receipts and any other related documents.
- 8.3 Both parties will arrange for the funding and related expenditure to be audited by its respective external auditors as part of the accounts process of each organisation.
- 8.4 Monitoring information, financial or otherwise, will be provided as required and in accordance with the agreed format.
- 8.5 All utilisation of the budget and day to day management of services delivery will be subject to each Partner's scheme of reservation and delegation.
- 8.6 The budget will be governed by any regulatory requirements of each Partner as necessary.
- 8.7 Funds will be provided to each organisation in line with its delegated commissioning responsibilities net of VAT implications. Utilisation of funds delegated will then be subject to each partners' relevant VAT regime.
- 8.8 To meet requirements in relation to the preparation of annual accounts SI 2000/617 paragraph 7(6) 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 budget. This is required to meet the specified timescales for the publication of accounts and should include:
 - Contributions to the pooled budget, cash or kind;
 - Expenditure from the pooled budget;
 - The difference between expenditure and contributions;
 - The treatment of the difference;
 - Any other agreed information.

9. GOVERNANCE ARRANGEMENTS

- 9.1 The joint Fund Managers for the scheme shall be the ICB Chief Finance Officer and the Head of Finance – Children and Young People Services for RMBC, working in collaboration.

Lead Officer	Name	Address	Telephone	Email
ICB Chief Finance Officer	Wendy Allott	Oak House, Moorhead Way, Rotherham S66 1YY	01709 302025	Wendy.allott@nhs.net
RMBC Head of Finance	Joshua Amahwe	Riverside House, Main Street, Rotherham S60 1AE	01709 382121	joshua.amahwe@rotherham.gov.uk

- 9.2 The fund managers shall jointly agree appropriate use of the fund in line with the objectives of the scheme, and ensure the scheme is appropriately transacted.
- 9.3 Rotherham ICB and RMBC have co-terminus boundaries which supports the delivery of good governance. The CYP Place plan was produced through effective governance mechanisms which have been reviewed and updated to facilitate the implementation and delivery of the CYP Place plan.
- 9.4 These mechanisms are known and agreed with all partners within the health and social care sector in Rotherham, and there is a commitment from all, including TRFT and RDaSH to work within the governance framework.
- 9.5 Using the governance framework set out below, all partners will monitor the CYP Place plan effectively ensuring plans are delivered through each scheme.
- 9.6 **Governance Framework**

The Health and Wellbeing Board will have overall accountability for the delivery of overall Place plan.

The management and oversight of the delivery of the CYP Place plan is undertaken by the Integrated Health and Social Care Place Board, chaired by the Chief Executive of the Council and including senior representatives from both the Council and ICB. For the operation of the delivery of this Section 75 Partnership Framework Agreement they will monitor performance against the CYP Place Plan Metrics and receive exception reports on the CYP Place plan.

The identified lead officers for each of the CYP Place Plan priorities, plus other supporting officers from the Council and ICB report into the following Operational Groups:

1. Best Start in Life – Better Start Strategy Delivery Group

2. Children and Young People's Mental Health and Emotional Wellbeing – Social, Emotional and Mental Health (SEMH) Strategic Group
3. Special Educational Needs and Disabilities – SEND Executive Board
4. Looked After Children – Corporate Parenting Board
5. Preparation for Adulthood – Preparation for Adulthood Board

The operational groups meet on a quarterly basis and report directly to the Place Board. Responsibility for the operation of the delivery of this Section 75 Partnership Framework Agreement has been delegated to the SEND Executive Group, chaired by the Director of Children's Services and Executive Place Director, including senior representatives from both the council and ICB.

9.7 **SEND Executive Board Support**

The SEND Executive Group and CYP Place Operational Groups will be supported by officers from the Partners from time to time.

9.8 **Meetings**

The SEND Executive Group will meet quarterly.

The quorum for meetings of the SEND Executive Group shall be a minimum of one representative from each of the Partner organisations with a minimum of two members of the group present.

The CYP Place Operational Groups meet on a quarterly basis. Quorum for these meetings will be a minimum of four representatives with at least two representatives from each organisation present.

An update will be provided (when appropriate) regarding use of the Pooled Fund from the Pooled Fund Manager.

Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.

Minutes of all decisions shall be kept and copied to the Authorised Officers within seven (7) days of every meeting.

9.9 **Delegated Authority**

The SEND Executive Group is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

- authorise commitments from the Pooled Fund subject to the agreement of the Chief Finance Officer of the ICB and the Strategic Director of Finance and Customer Services of the Council; and

- authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme.

9.10 **Information and Reports**

Each Pooled Fund Manager shall supply to the SEND Executive Group on a Quarterly basis the financial and activity information as required under the Agreement.

9.11 **Post-Termination**

The SEND Executive Group shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.

Appendix 1 – Detailed CYPS Schemes

CYP - SEND Fund	Budget 2022-23	Budget 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27
Priority 1. The First 1001 Days					
<i>Transformation</i>			8		
<i>Single View Childhood project</i>		15	75	60	
Priority 2. Special Educational Needs and Disabilities					
<i>SENDIASS</i>	32	63	63	63	
<i>SEND Strategy</i>			7		
<i>T1 Paediatric Diabetes Family Support</i>			42		
<i>DCO</i>			30	30	30
<i>AET Training (Autism)</i>	29	37			
Priority 3. Looked After Children					
Priority 4. Children and Young People's Mental Health and Emotional Wellbeing					
<i>Autism Waiting list</i>			1,091	1,091	591
<i>CAMHS Tier 3</i>			143	143	143
<i>Kooth</i>		89	100	100	100
<i>Stovewood</i>			52	52	
<i>Stovewood</i>			250	250	
5. Transitions to Adulthood – Preparation for Adulthood Board					
<i>MH 18-25yrs</i>			61		
Total	61	204	1,922	1,789	864