

Children and Adult Mental Health Section 75 Agreement

This Agreement was entered into on 27 March 2012 and is due to expire on 31 March 2015.

The existing Agreement establishes a formal Pooled Fund under Section 75 of the 2006 Act and establishes the Council as lead commissioner in the exercise of both Council functions and NHS functions for the commissioning of the following services:-

- Targeted CAMHS Support to Universal Services and Children's Services Local Integrated Teams at Tier 2
- A Specialist CAMHS Looked After Children Service at Tier 2
- A Specialist CAMHS Community Forensic Psychology Service at Tier 3
- Therapeutic Services for Children and Young People Displaying Sexually Harmful Behaviour or that have Sexually Abused
- Therapeutic Services for Sexually Abused Children
- Tier 3 Specialist Community Services
- Learning Disability Service (Tier 3 Specialist Services)
- Youth Offending/CAMHS Nurse Specialist Services (Tier 2/3)
- Self Harm Assessment and Intervention Service (Tier 2/3)
- Input to Diabetes Service

Services commissioned under the Section 75 Agreement are provided by Lincolnshire Partnership NHS Foundation Trust (LPFT) under a contract for services. At its meeting on 3 February 2015, the Executive approved the letting of a contract for the period 1 April 2015 to 31 March 2018.

In order to underpin that contract it is necessary for the Section 75 Agreement itself to be extended for the same period as the contract. Approval is therefore sought for the entering into of a Section 75 Agreement with the Lincolnshire CCGs for Children and Adolescent Mental Health Services for a three year period commencing on 1 April 2015.

The respective contributions of the parties to the pooled fund will be as follows over the period of the Section 75 Agreement (subject to finalisation of the exact CCG CQUIN contribution:-

	2015/16	2016/17	2017/18
Tier 2 Contribution			
LCC	£724,589	£724,589	£724,589
Lincolnshire East CCG	£136,670	£136,670	£136,670
Lincolnshire West CCG	£114,003	£114,003	£114,003
South Lincolnshire CCG	£78,021	£78,021	£78,021
South West Lincolnshire CCG	£64,714	£64,714	£64,714
	£1,117,998	£1,117,998	£1,117,998
Tier 3 (inc 3+) Contribution			
Lincolnshire East CCG	£1,504,934	£1,504,934	£1,504,934
Lincolnshire West CCG	£1,255,334	£1,255,334	£1,255,334

South Lincolnshire CCG	£859,122	£859,122	£859,122
South West Lincolnshire CCG	£712,599	£712,599	£712,599
	£4,331,989	£4,331,989	£4,331,989
<i>CQUIN Contribution</i>			
Lincolnshire East CCG	£41,040	£41,040	£41,040
Lincolnshire West CCG	£34,233	£34,233	£34,233
South Lincolnshire CCG	£23,429	£23,429	£23,429
South West Lincolnshire CCG	£19,433	£19,433	£19,433
	£118,135	£118,135	£118,135
Sub-Total	£5,568,122	£5,568,122	£5,568,122
<i>Contract Variations:</i>			
Self-Harm Nurses	£87,760		
8 x PMHWs	£350,000	£356,400	
	£437,760	£356,400	£0
Total CAMHS	£6,005,882	£5,924,522	£5,568,122

The Council will be the host of the pooled fund and will appoint the pooled fund manager.

The terms and conditions of the Section 75 Agreement will be the same as the existing arrangement subject to the following changes:-

- To agree with LPFT to restructure service delivery to include a Tier 3+ home crisis and treatment service based on intensive outreach in the community, including out of hours support.
- To develop a single point of referral for all interventions regardless of whether a child's concerns were behaviourally based or resulting from a diagnosable mental illness
- The removal of the following services:
 - Input to Diabetes Service
 - A Specialist CAMHS Service to the Lincoln Secure Unit at Tiers 2 and 3 (1st April 2012 to 31st March 2013)

Governance is undertaken by the Women and Children's Joint Delivery Board who will:

- receive feedback and reports from the commissioners of the Services
- monitor resource allocation and oversee the management any identified cost pressures
- identify potential changes to the commissioning or provision of the Services, within the terms of this Agreement;
- monitor the parties' compliance with the Agreement;
- measure the performance and quality of the service in pursuance of the intended aims, objectives and outcomes

- ensure that services commissioned and any service changes adhere to strategic plans for CAHMS Services; and
- ensure that robust processes are in place to identify any emerging financial or service risks at an early stage and action is taken to minimise or negate such risks

The provisions for the management of underspends and overspends are as follows:-

1. The Host Partner shall make the other Partners aware of any actual or forecast variances of spend against each partners contribution or financial risks as soon as it becomes aware of this possibility. The Host Partner will highlight reasons for the variance both current and projected, and make recommendations to the Women and Children's Joint Delivery Board (WCJDB) for action to bring the overspend into alignment with the budget and each Partner's contribution.

Where it is agreed by the WCJDB that the overspend cannot be brought back into alignment and where there is no fixed contribution then the other Partner's contribution remains fixed during the year and the value of this contribution may be redefined as part of the following year's budget setting process.

2. If the WCJDB agrees with the recommendations made by the Host Partner in accordance with paragraph 1 above, the appropriate Party will promptly carry out whatever actions are reasonably necessary to implement such recommendations. If the parties cannot agree, then the matter should be referred as soon as possible to the Joint Commissioning Board (JCB) for resolution with recommendation of changes to the Partner organisations. If the JCB is unable to resolve matters within a period of twenty-one (21) days (or such other period as they may agree) then, unless either Partner terminates the Agreement, the amount of overspend will be borne by the Partner to whom such overspend relates).
3. Any actual underspend shall be referred by the Host partner to the WCJDB and the WCJDB shall, subject to the BCF Partnership Framework Agreement, determine how the underspend is to be treated by the Partners.

The way in which the statutory pre-conditions apply to the CAMHS Section 75 Agreement is as follows:-

- (1) The partnership arrangements must be likely to lead to an improvement in the way in which the functions are exercised; and

This collaborative commissioning approach enables both parties to maximise the use of resources to improve outcomes for children and young people with mental health issues, targeting support to some of the most vulnerable young people in our society. This has led to past performance of this service exceeding national performance indicators and the revised service being re-designed to provide continuous improvement and to meet anticipated new national delivery guidelines.

- (2) The Partners must have consulted jointly such persons as appear to them to be affected by the arrangements.

A full review of the CAMHS service has been undertaken with over 55 groups being consulted, representing a broad range of stakeholders about their experience of the current service and their opinions on future developments. Data on existing need, service delivery and expenditure has also been reviewed to inform recommendations to the WCJDB on the future delivery model.