DATED 2013

LUTON BOROUGH COUNCIL

and

LUTON NHS CLINICAL COMMISSIONING GROUP

SECTION 75
NATIONAL HEALTH SERVICE ACT 2006
PARTNERSHIP AGREEMENT

FOR THE DELEGATION OF FUNCTIONS AND POOLING OF FUNDING IN RESPECT OF SERVICES FOR CHILDREN AND YOUNG PEOPLE

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Luton Borough Council

and

Luton NHS Clinical Commissioning Group

2. DATE OF THIS AGREEMENT

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3. PARTNERSHIP COMMENCEMENT DATE

1st April 2013

4. CONTACT DETAILS OF OFFICERS REPSONSIBLE FOR THE PARTNERSHIP

	Luton Borough Council	**Luton NHS Clinical Commissioning Group**
Title	**Director of Children and Learning**	**Director of Strategic Implementation and Collaborative Commissioning**
Name	**Martin Pratt**	**Carol Hill**
Telephone Number	**01582 548400**	**01582 531815**
Email	**martin.pratt@luton.gov.uk**	**carol.hill@luton-pct.nhs.uk**
Correspondence Address	**Luton Borough Council, Unity House, 111 Stuart Street, Luton, LU1 5NP**	**Luton Clinical Commissioning Group, The Lodge, 4 George Street West, Luton, LU1 2BJ**

5. WHICH CARE GROUP OR CATEGORY DOES THE PARTNERSHIP SERVE?

Children and Young People under 18 years of age.

6. ENABLING FRAMEWORK

Section 75 of the National Health Service Act 2006 provides an enabling framework between Health and Local Authorities.

THIS PARTNERSHIP AGREEMENT is made the day of 2013
BETWEEN:

(1) **LUTON BOROUGH COUNCIL** of Town Hall, Luton, LU1 2BQ ("**the Council**") and

(2) **LUTON NHS Clinical Commissioning Group** of The Lodge, 4 George Street West, Luton, LU1 2BJ ("**the CCG**").

WHEREAS:

A. The Council is responsible for the provision of social care services, and the CCG is responsible for the provision of healthcare services, to children and young people within the area of the Borough of Luton.

B. The Council and the CCG realise the benefits of co-operating with one another to secure and advance the health and wellbeing of children and young people who are resident in the Borough of Luton. Accordingly, the Partners have agreed to form a partnership in relation to the provision of specified children and young people's services pursuant to Section 75 of the National Health Service Act 2006.

C. The CCG agrees that the Council will lead commission the Service on behalf of itself and will exercise the CCG's Functions on behalf of the CCG in conjunction with the exercise of the Council's Functions. The Partners are satisfied that the Arrangements are likely to lead to an improvement in the way in which their respective Relevant Functions are exercised.

D. The purpose of this Agreement is to facilitate the provision of the Service to children and young people with additional needs in the manner and in the locations specified in this Agreement. The Service is within the powers of the Council and the CCG and is limited those people for whom the Council is responsible and for whom the CCG is responsible who meet the Eligibility Criteria. The revenue costs of the Service will be funded through contributions of the CCG and the Council to a Pooled Budget as detailed in this Agreement.

E. A Joint Management Group will be established by the Partners and will comprise representatives from both the Council and the CCG. The Service will be commissioned according to the plans agreed by the Joint Management Group who will be responsible for ensuring delivery of the Aims and Objectives.

F. This Agreement follows consultation jointly by the Partners with such persons as appear to the Partners to be affected by these arrangements (in accordance with Regulation 4(2) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (SI 2000/617) (as amended).

G. These Arrangements contribute to the fulfilment of objectives set out in the Commissioning Strategies and the objectives set out in the Business Plan of the Council and any other plans of the Council or the CCG which fulfil the requirements of the Health and Wellbeing Plan such as the Children and Young People's Plan and the CCG's Commissioning Strategy, 'A Healthier Luton' and Annual Operating Plan.

H. The Council and the CCG have approved the terms of this Agreement and each of the Council and the CCG have obtained such consents as are necessary to allow them to enter into this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:-

"2004 Act"	means the Children Act 2004 (as amended from time to time);
"2006 Act"	means the National Health Service Act 2006 (as amended from time to time);
"A Healthier Luton"	means the Commissioning Strategy of the CCG;
"Agreement"	means this Partnership Agreement (including any Schedules to this Agreement) and any variation of it from time to time agreed by the Partners;
"Aims and Objectives"	means the agreed aims and objectives of these Arrangements as set out in Schedule 1 and Schedule 4 to this Agreement in respect of each element of

	the Service;
"Annual Operating Plan"	means the Annual Operating Plan of the CCG;
"Annual Summary"	means the list of policies of the Council and the CCG insofar as they have a statutory duty to make such policy, that has an impact upon delivery of the Service;
"Arrangements"	means the arrangements described in this Agreement for the implementation by the Partners of the Pooled Budget and children and young people's services joint commissioning service;
"Authorised Officers"	means the person notified by each of the Partners to the other from time to time as authorised to act on behalf of that Partner for the purposes of this Agreement (which person shall until further notice be for the Council the Director of Children and Learning from time to time and for the CCG the Director of Strategic Implementation and Collaborative Commissioning from time to time);
"Business Plan"	means the Corporate Plan of the Council;
"CCG"	means Luton Clinical Commissioning Group or any other successor in title to any of its statutory functions;
"CCG Functions"	means the CCG Functions as set out in Schedule 5 to this Agreement;
"Children and Young People's Trust Board"	means a partnership group of strategic managers from across all organisations commissioning or delivering services to children and young people in the Borough of Luton;

"Client"	means any child or young person under the age of 18 (inclusive) for whom the Partners are responsible for the provision of services and who meet the agreed Eligibility Criteria and "Clients" shall be construed accordingly;
"Commencement Date"	means 1st April 2013;
"Commissioning Strategies"	means the Commissioning Strategies as set out in the various Strategic Plans of the Council;
"Contributions"	means contributions to the Pooled Fund as set out in Schedule 2 to this Agreement and as further defined in Schedule 4 to this Agreement
"Costs"	means salary costs and benefits costs forming the remuneration package but excluding any payments in connection with redundancy, reorganisation, termination of employment/secondment payments or any costs in relation to Employment Liabilities and TUPE liabilities;
"Council"	means Luton Borough Council or any successors in title to any of its functions;
"Council Functions"	means the functions of the Council set out in Schedule 5 to this Agreement;
"Equality Legislation"	means the Equality Act 2010 and such other legislation as shall be in force in respect thereof from time to time;
"Eligibility Criteria"	means the criteria set out in Schedule 4 to this Agreement that potential Clients must meet in order to be eligible to receive the Service;
"First Financial Year"	means the period from the Commencement Date to 31st March 2014

	(inclusive);
"Financial Year"	means the period from 1st April in any calendar year to 31st March in the following calendar year;
"FOIA"	means the Freedom of Information Act 2000 and all regulations made and guidance issued hereunder from time to time in force, including for the purpose of this definition the Environmental Information Regulations 2004;
"Initial Term"	means the period commencing on the Commencement Date and ending on the second anniversary of the Commencement Date, unless otherwise agreed between the Parties;
"Integrated Commissioning Team, Children and Families"	means the Integrated Commissioning Team, Children and Families as defined in Schedule 1 to this Agreement;
"JMG" or "Joint Management Group"	means the joint management group to be constituted and responsible for the Service in accordance with the JMG Terms of Reference;
"JMG Terms of Reference"	means the terms of reference for the JMG as set out in Schedule 3 to this Agreement;
"Law"	means:- (a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, and any exercise of the Royal Prerogative; (b) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

	(c) any applicable guidance (including NHS Guidance and (where this is accepted by the Department of Health) BMA guidance), direction or determination with which the CCG or the Council is bound to comply to the extent that the same is published and publicly available or the existence or contents of them have been notified by the CCG to the Council; and (d) any applicable judgment of a relevant court of law which is binding precedent; in each case in force in England;
"Lead Commissioner"	means the Council, which has responsibility for undertaking the function of arranging the Service to Clients;
"Partners"	means the Council and the CCG, and "Partner" shall mean either one of them, as the case may be;
"Pooled Budget"	means the pooled fund consisting of CCG Contributions and Council Contributions in respect of the Service provided pursuant to this Agreement;
"Quarter"	means the three month period beginning on each of 1st April, 1st July, 1st October and 1st January in each Financial Year and "Quarterly" shall be construed accordingly;
"Regulations"	means the National Health Service Bodies and Local Authorities Partnership Arrangements Regulations 2000, S.I.No. 617;
"Relevant Functions"	means the Functions set out at Schedule 5 to this Agreement;
"Service"	means the provision of children and young people's services to those Clients who

	meet the Eligibility Criteria (including assessment of needs);
"Service Specification"	means the specification for the delivery of the Service as agreed and varied from time to time between the Partners;
"Single Assessment"	means a process whereby a number of Partners will create a unified method of assessing the needs of children and young people;
"Staff"	means staff of the Council who are responsible for assessing and/or providing care to Clients as part of the Service;
"TUPE"	means the Transfer of Undertakings (Protection of Employment Regulations 2006 and subsequent amendments to those Regulations);
"TUPE liabilities"	means the obligations which may arise with respect to the transfer of such employment under TUPE and any other statute or statutory provision which may from time to time implement or purport to implement the Acquired Rights Directive (2001/23/EC) as the same may be amended from time to time including without limitation those obligations under Regulation 10 of TUPE 2006; and
"Working Days"	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.2 Save to the extent that the context or the express provisions of this Agreement otherwise require:-

1.2.1 obligations undertaken or to be undertaken by more than a single person shall be made and undertaken jointly and separately;

1.2.2 words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;

1.2.3 references to any statute, statutory provision or statutory guidance shall be deemed to refer to any modification or re-enactment thereof for the time being in force whether by statute or by directive or regulation which is intended to have direct application within the United Kingdom and has been adopted by the Council of European Communities;

1.2.4 headings and index are inserted for convenience only and shall be ignored in interpreting or in the construction of the terms and provisions of this Agreement;

1.2.5 references in this Agreement to any Clause or Schedule without further designation shall be construed as a reference to the clause of or schedule to this Agreement so numbered;

1.2.6 all obligations on the Partners shall be a direct obligation or an obligation to procure as the context requires;

1.2.7 any reference to “indemnity” or “indemnify” or other similar expressions shall mean that the relevant Partner indemnifies, shall indemnify and keep indemnified and hold harmless the other Partner;

1.2.8 any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original Partner to this Agreement;

1.2.9 the Schedules to this Agreement shall be deemed to be incorporated into the body of this Agreement and shall have full force and effect;

1.2.10 in the event there is a conflict between the contents of the Schedules to this Agreement and the terms of the main body of the Agreement, the terms set out in the main body shall prevail; and

1.2.11 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 This Agreement is intended to be binding on any successor body to the Council or the CCG which is created during the term of this Agreement by or under primary or secondary legislation, and the Partners shall ensure (so far as the Law permits) that any successor body agrees to be bound by the terms of this Agreement.

2. TERM

2.1 The Partners agree that the Arrangements set out in this Agreement will commence on the Commencement Date and shall continue in full force and effect until 31st March 2016 until the Agreement is terminated by a Partner prior thereto on 6 months’ written notice in accordance with Clause 11 of this Agreement.

3. AIMS AND OBJECTIVES

3.1 The Aims and Objectives of this Agreement are set out in Schedule 1 and Schedule 4 to this Agreement.

3.2 The Partners are committed to co-operating with one another under the Arrangements and agree to keep one another informed, to liaise effectively and to work together in good faith and agree to act in such a way as to achieve the Aims and Objectives wherever possible and are committed to the principles set out in this Agreement in relation to governance and financial management.

3.3 For the avoidance of doubt, the Partners shall act in accordance with of Clause 3.2 of this Agreement in so far as it is reasonably practicable to do so, taking into account of the best interests of Clients, statutory obligations and availability of resources.

4. CCG’S FUNCTIONS AND COUNCIL’S FUNCTIONS

4.1 For the purpose of these Arrangements, the CCG hereby delegates such of the CCG’s Functions, as identified herein, to the Council as reasonably required to enable the Council to fulfil its duties in accordance with this Agreement.

4.2 The Council shall exercise the CCG's Functions in conjunction with the Council Functions and shall commission the Service in accordance with all applicable Law and this Agreement (including, in particular, the Service Specification).

4.3 Subject to the terms of indemnities contained at Clause 9 of this Agreement, the Arrangements set out in this Agreement shall not affect:-

4.3.1 the liabilities of the Partners to any third parties for the exercise of their respective functions; or

4.3.2 the power or duty to recover charges in respect of services provided in the exercise of the CCG Functions.

5. THE SERVICE AND ITS OPERATION

Council's Obligations

5.1 The Council, as Lead Commissioner, shall be responsible for commissioning the Service to the Clients in accordance with the provisions of this Agreement, in particular the Service Specification. The Service shall be funded from the Council Contributions and CCG Contributions in accordance with Clause 6 of this Agreement and Schedule 2 to this Agreement.

5.2 The CCG shall contribute to the provision of the Arrangements in accordance with Clause 6 of this Agreement.

5.3 In order for Clients to be eligible to receive the Service, the Clients must meet the Eligibility Criteria.

5.4 The Partners agree that for these purposes any of the Staff making a protected disclosure (as defined in Sections 47B and 103A of the Employment Rights Act 1996) shall not be subjected to any detriment. The Partners declare that any provision in an agreement purporting to preclude the Staff from making a protected disclosure is void.

5.5 The Council shall provide financial, administrative and other relevant support to enable effective and efficient management of the Pooled Budget.

5.6 The Council shall comply with all statutes and statutory regulations and directions relating to the provision of the Service and in particular, but

without limitation, shall ensure that the Service complies with any national minimum standards and guidance, including Department of Health, NSF for Children, New Horizons and CQC monitoring, best practice and any other relevant legislation from time to time in force and the terms of any agreements it already holds with in so far as the Service referred to in this Agreement here are the same.

5.7 The Council shall commission or arrange care for Clients in accordance with Schedule 4 to this Agreement and where unable to provide that care directly shall secure the care of Clients through a service contracted on behalf of Clients by the Council or the CCG in a form that complies with all necessary legislation and the agreed needs of the Clients according to the outcome of the Single Assessment.

5.8 The Council shall comply with all HM Revenue and Customs directions and have due regard to all guidance issues by HM Revenue and Customs regarding the VAT aspects of the Partnership.

5.9 The Council shall comply with all the policies and procedures applicable to the Service that are provided by the CCG in accordance with Clause 5.11 of this Agreement.

CCG Obligations

5.10 The CCG shall contribute to the provision of the Arrangements in accordance with Clause 6 of this Agreement.

5.11 The CCG shall provide to the Council copies of all relevant policies and procedures applicable to the Service and update such policies and procedures as necessary.

5.12 The Partners agree to establish a JMG that will be responsible for overseeing the Service and these Arrangements in accordance with Terms of Reference are set out in Schedule 3 to this Agreement.

6. CONTRIBUTIONS

Financial Contributions to Pooled Budget

The Partners agree that their respective Contributions for the First Financial Year are set out in Schedule 2 to this Agreement, subject to the application of the adjustment provisions set out in this Clause 6.

6.1 In respect of future Financial Years, the Partners will use reasonable endeavours to agree their Contributions in accordance with Clause 6.6 of this Agreement (provided that the necessary information has been provided by the Council to the CCG before 1st January 2014). Following such agreement, Schedule 2 to this Agreement will be revised annually by the Council and approved by the CCG for operation and reporting purposes.

6.2 Subject to the CCG identifying and securing appropriate budgetary provision, the CCG shall pay its agreed Contributions to the Pooled Budget in 12 equal monthly instalments on the 15th of each month or on such other dates as are agreed by the JMG.

6.3 The CCG will not reduce its Contributions to be paid in any one Financial Year, unless:-

6.3.1 such reduction is mutually agreed by both Partners;

6.3.2 the CCG fails to secure appropriate budgetary provision; or

6.3.3 the Council fails to perform the Service in accordance with the terms of this Agreement.

If the CCG would like to vary its Contributions in respect of a Financial Year, the CCG shall submit a proposal for change to be considered by the JMG and will be subject to Clause 10 and Clause 13 of this Agreement.

6.4 The Council shall be solely responsible for reimbursing to the CCG the CCG's Contributions in respect of expenditure from the Pooled Budget arising from the fraudulent misappropriation and/or maladministration of funds under these Arrangements and the Council shall indemnify the CCG for any costs, liabilities and actions which may arise from the fraudulent misappropriation of funds under this Agreement. The CCG shall immediately notify the Council on becoming aware of any such costs, liabilities and actions arising from the Council's misappropriation and/or any maladministration of funds under this Agreement and shall use reasonable endeavours to mitigate the same.

6.5 Each Partner shall confirm no later than 1st April in each Financial Year its Contribution to the Pooled Fund (and any additional contributions of accommodation, goods and services) for the current Financial Year and following which the Council shall prepare for the JMG a revised Schedule 2 to this Agreement which, when approved by the JMG and the Partners, shall replace the previous version of Schedule 2 to this Agreement. If any Partner is unable to confirm their Contributions (including non-financial contributions) in writing by 1st April in the relevant Financial Year, then the Partners may terminate these Arrangements in accordance with Clause 11.1.2 of this Agreement.

Goods and Services

6.6 Pursuant to s 75 of the 2006 Act and Regulation 10(1) of the Regulations, the Partners will, from the Commencement Date, provide in connection with the Arrangements such goods and services as were provided by them in respect of the Service prior to the Commencement Date. For the avoidance of doubt, any contributions made pursuant to this Clause 6.7 will not to be a part of the financial contributions.

6.7 The Partners will, so far as necessary and appropriate to the achievement of the Aims and Objectives, co-operate throughout the duration of this Agreement to utilise the accommodation, goods and services referred to in Clause 6.7 of this Agreement and periodically review the needs of the Partnership for accommodation, goods and services on the same basis and may (by agreement only) withdraw goods or services and/or make additional or substituted accommodation, goods or services available by agreement in light of the periodic review.

Staff

6.8 The CCG shall make available in support of the Service CCG Staff to work in the form and manner set out at Schedules 3 and 4 to this Agreement, the costs of such CCG staff being funded from the Pooled Budget.

7. MANAGEMENT OF FINANCIAL CONTRIBUTIONS

7.1 In accordance with these Arrangements, the CCG and the Council have agreed to set up a Pooled Budget to contribute to the revenue expenditure of commissioning the Service. The Council has been appointed to manage the Pooled Budget (including the CCG Contributions) for the purposes of the Regulations. Financial Contributions to the Pooled Budget

shall be agreed and paid in accordance with Clause 6 of this Agreement and Schedule 2 to this Agreement.

7.2 The Council shall be responsible for:-

7.2.1 managing the Pooled Budget within the constraints of the budget limit; and

7.2.2 forecasting and reporting to the JMG upon the targets and information in accordance with Schedules 3 and 4 to this Agreement and any further targets or performance measures that may be set by the JMG from time to time.

7.3 The Council shall arrange for an annual audit of the Pooled Budget (including the CCG Contributions) and report to the Authorised Officers on behalf of the Council and the CCG in accordance with the requirements of the Regulations and Clause 7.5 of this Agreement. The CCG's Authorised Officer shall in turn ensure reporting on the same to the officer of the CCG responsible for the administration of its financial affairs under Section 151 of the Local Government Act 1972.

7.4 The Council shall submit to the CCG Quarterly reports as soon as possible after the end of each Quarter but in any event within 20 days of the end of each Quarter and an annual return within 28 days of the end of each Financial Year in accordance with the Regulations, statutory and local deadlines and requirements regarding the income of and expenditure from the CCG Contributions, reports on performance against budget and targets and other information by which the Partners can monitor the appropriateness of the Partners' Contributions.

7.5 The Council shall maintain and provide information in the form and manner set out in Schedules 3 and 4 to this Agreement for so long as any part of the Service is being provided to Clients (including in accordance with Clause 12 of this Agreement), notwithstanding any notice of termination in accordance with Clause 11 of this Agreement.

7.6 Each Partner shall pay its own costs and expenses incurred from time to time in the negotiation and management of this Agreement, save as expressly otherwise provided in this Agreement (including, without limitation the functions described at Schedule 3 to this Agreement).

7.7 The costs of audit associated with the certification of the annual return for operation of this Agreement and the costs of provision of information by

the Council following a notice of termination shall be a charged to the pooled budget.

7.8 The Council, as Lead Partner, is responsible for managing routine upwards and downwards fluctuations in the monthly expenditure from the Pooled Budget against the expected profile of expenditure and this shall be monitored on a daily basis. The Council shall notify the CCG as soon as possible (and in any event within 10 Working Days) of any projection of an overspend or an under spend of the Pooled Budget in excess of £5,000, during which time the Council shall take reasonable steps to verify such a projection of an overspend or an under spend**.**

Overspends

7.9 No overspend of the CCG's Contribution is permitted without the prior agreement of the CCG.

7.10 Whenever an overspend of the Pooled Budget is projected and notified to the CCG in accordance with Clause 7.8 of this Agreement, the Council shall prepare a plan specifying how it is to manage the overspend in order to achieve financial balance of the Pooled Budget. The Council shall at all times keep the position under review and shall ensure that the CCG is properly and sufficiently updated. The Council shall act in good faith and in a reasonable manner in specifying and managing the projected overspend.

7.11 Unless otherwise agreed between the Partners, the CCG and the Council shall be responsible for any overspend of the Pooled Budget that exists at the end of a Financial Year in proportion to their Contributions to the Pooled Budget in the relevant Financial Year.

Under spends

7.12 Whenever an under spend of the Pooled Budget is projected and notified to the CCG in accordance with Clause 7.8 of this Agreement, the Council shall calculate the amount of the under spend that shall be allocated to the CCG and the Council in proportion to their respective Contributions in the relevant Financial Year and the Council hold the value of such under spend that relates to the CCG's Contributions in trust and to the order of the CCG. The Council shall repay the value of such under spend to the CCG upon demand and where no such demand has been made by the CCG, within 28 days of the end of each Financial Year in which an under spend has occurred.

7.13 If, at the end of any Financial Year, an overspend or under spend of the Pooled Budget is outstanding, including following the actions taken by the Partners pursuant to Clauses 7.10 and/or 7.12 of this Agreement, the Partners shall identify the reasons for the overspend or under spend. The Council shall at all times be accountable to the CCG for the value of any under or overspend.

7.14 In the event that agreement cannot be reached in respect of any matters referred to in Clause 7 of this Agreement, the Partners shall follow the dispute resolution procedure as set out in Clause 15 of this Agreement.

8. STAFFING

8.1 The Partners will agree to the Personnel, Management Structure and Service Governance arrangements of the Council in respect of services commissioned as part of this Agreement.

8.2 The Council shall indemnify and keep the CCG (and its contractors or agents) indemnified in respect of any and all:-

8.2.1 Employment Liabilities and TUPE liabilities incurred or payable in respect of Staff which arise or are payable prior to, during or after the termination of this Agreement attributable to the CCG; or

8.2.2 liability arising from all claims, expenses, damages, compensation, fines and other liabilities resulting from failure to consult with the workforce or any part of it which arise or are payable prior to, during or after the termination of this Agreement.

8.3 Any dispute arising under the terms of the Clause 8 of this Agreement shall, in the event that it cannot be resolved through consultation between the Partners shall be subject to the Dispute Resolution procedure set out in Clause 15 of this Agreement.

9. INDEMNITY AND INSURANCE

9.1 The Partners shall, so far as is possible at reasonable cost and allowable by Law, agree and effect appropriate insurance arrangements in respect of all potential liabilities arising from this Agreement. In the case of the CCG, it may arrange alternative cover in accordance with current National Health Service arrangements relating to property and third party liability (i.e. the Property Expenses Scheme and the Third Party Liabilities Scheme) administered by the National Health Service Litigation Authority

in lieu of commercial insurance. Each Partner shall provide to the other upon request such evidence as that Partner may reasonably require to confirm that the insurance arrangements are satisfactory and are in force at all times.

9.2 Save as provided in Clause 9.3 of this Agreement the Council shall indemnify the CCG and its employees and agents against all claims and proceedings (to include any settlements or ex gratia payments made with the consent of the Partners and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise) against the CCG or any of its employees or agents:-

9.2.1 by or on behalf of any Client (or his dependants) for personal injury (including death) or for loss of or damage to any property arising from actions or omissions by or on behalf of the Council out of or in connection with the Service;

9.2.2 by or on behalf of any Client (or his dependants) for a failure by the Council to provide the Service in discharge of the CCG's Functions, as delegated;

9.2.3 by the Council, its employees or agents or by or on behalf of a Client (or his dependants) for a declaration concerning the treatment of a Client who has suffered such personal injury (including death) or for loss of or damage to any property arising out of or in connection with the Service;

9.2.4 for personal injury (including death) or for loss of or damage to any property caused by Staff as a result of a breach of statutory duty or health and safety obligations by the Council; or

9.2.5 in respect of any acts or omissions of the Council, its employees or agents arising out of or in connection with the Service.

9.3 The above indemnity by the Council shall not apply to any such claim or proceeding:-

9.3.1 to the extent that such liability and/or personal injury (including death), or loss of or damage to property is caused by the negligent or wrongful act(s) or omission(s) or breach of statutory duty of the CCG, its employees or agents, save where under discretion/control of the Council; and/or

9.3.2 to the extent that such liability and/or personal injury (including death) (or loss of or damage to property) is caused by the failure of the CCG, its employees or agents to meet their obligations in accordance with this Agreement; and/or

9.3.3 to the extent such liability and/or personal injury (including death or loss of or damage to property) pre-dates the Commencement Date.

9.4 Save as provided in Clause 9.5 of this Agreement, the CCG shall indemnify the Council and its employees and agents against all claims and proceedings (to include any settlements or ex gratia payments made with the consent of the Partners and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise) against the Council or any of its employees or agents:-

9.4.1 by or on behalf of any Client (or his dependants) for personal injury (including death) or for loss of or damage to property arising from actions or omissions by or on behalf of the CCG out of or in connection with the Service;

9.4.2 by the CCG, its employees or agents or by or on behalf of a Client for a declaration concerning the treatment of a Client who has suffered such personal injury (including death) or for loss of or damage to any property arising out of or in connection with the Service;

9.4.3 for personal injury (including death) or for loss of or damage to any property caused by the Council Staff solely arising as a result of a breach of statutory duty or health and safety obligations by the CCG (save where caused by Staff acting under the direction and control of the Council and in compliance with the Council's instructions); or

9.4.4 in respect of any acts or omissions of the CCG, its employees or agents arising out of or in connection with the Service.

9.5 The indemnity provided by the CCG pursuant to Clause 9.4 of this Agreement shall not apply to any such claim or proceeding:-

9.5.1 to the extent that such liability and/or personal injury (including death) or loss of or damage to property is caused by the negligent or wrongful act(s) or omission(s) or breach of statutory duty of the Council, its employees or agents; and/or

9.5.2 to the extent that such liability and/or personal injury (including death) or loss of or damage to property is caused by the failure of the Council its employees or agents to meet their obligations In accordance with this Agreement; and/or

9.5 3 to the extent that such liability and/or personal injury (including death) or loss of or damage to property pre-dates the Commencement Date.

9 6 The Partners will indemnify and keep indemnified each other against all liabilities arising directly or indirectly from any of their acts or omissions prior to the Commencement Date.

Management of Claims

9.7 Neither the indemnities provided by the Council, nor provided by the CCG, as set out in this Agreement shall apply to any such claim or proceeding unless the Partners comply with the provisions of Clauses 9.8 to 9.11 of this Agreement.

9.8 If the Council or the CCG ("**the Indemnified Party**") becomes aware of any matter that may give rise to a claim against the other ("**Indemnifying Party**"), notice of that claim shall be given as soon as possible to the Indemnifying Party.

9.9 The Indemnified Party shall give the Indemnifying Party the opportunity to have full care and control of any relevant claim or proceeding, and accordingly to defend or enact settlement of any such claim avoid, dispute, deny, defend, resist, appeal, compromise or contest any such claim or liability (including, without limitation, making counterclaims or other claims against third parties) in the name of and on behalf of the Indemnifying Party and to have the conduct of any related proceedings, negotiations or appeals, and in such circumstances it is agreed that no admission of liability shall be made by or on behalf of the Indemnified Party and any claim shall not be compromised, disposed of or settled without the consent of the Indemnifying Party. The Indemnifying Party may elect not to have full care and conduct of the claim.

9.10 Without prejudice to the validity of the claim or alleged claim in question, and whether or not the Indemnifying Party has elected not to defend any such claim, each Partner shall allow the other and its professional advisors to investigate the matter or circumstance alleged to give rise to

such claim and whether and to what extent any amount is payable in respect of such claim, and for such purpose shall give, subject to being paid all reasonable costs and expenses, all such information and assistance, including access to personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, as the investigating Partner or its professional advisors may reasonably request, provided that nothing in this Clause 9.10 shall be construed as requiring either Partner to disclose any document or thing which is the subject of any privilege. The Partner receiving the same agrees to keep all such information confidential and only to use it for such purpose.

9.11 If the Indemnified Partner in receipt of the claim or proceeding (or its employees or agents) make any admission in respect of such claim or proceeding or take any action related to such claim or proceeding that is prejudicial (in the reasonable opinion of the Indemnifying Party) to the defense of it without the written consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed), provided that this Clause 9.11 shall not be treated as breached by any statement properly made by the Indemnified Partner (or its employees or agents) in connection with the operation of its internal complaints procedures, accident reporting procedures or disciplinary procedures or where such statement is required by Law.

9.12 Each Partner shall keep the other Partner and its legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the other Partner on the nature of any defence to be advanced and will not settle any such claim or proceeding without the written approval of the other Partner (such approval not to be unreasonably withheld).

9.13 Without prejudice to the provisions of Clause 9.7.1 of this Agreement, both Partners will use their reasonable endeavours to inform each other promptly of any circumstances reasonably thought likely to give rise to any such claim or proceedings of which they are directly aware and shall keep each other reasonably informed of developments in relation to any such claim or proceeding even where they decide not to make a claim under this indemnity.

9.14 The Partners will each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding by or on behalf of Clients (or their dependants) or concerning such a declaration as is referred to in Clause 9.2.3 and 9.4.2 of this Agreement.

9.15 For the purposes of the indemnities set out in this Agreement, the expression "agents" shall be deemed to include without limitation any nurse or health professional, social worker or social care worker or manager providing services to the CCG under contract for services or otherwise and any person carrying out work for the CCG under such a contract.

10. REVIEW

10.1 The Partners shall conduct all reviews of, and in relation to, this Agreement in good faith and in accordance with the governance arrangements set out in Schedule 3 to this Agreement. All reviews shall be based upon information to be provided by the Partners in accordance with Schedule 3 to this Agreement.

10.2 The terms of this Agreement shall be reviewed by the Partners at appropriate intervals, but not less than annually, to ensure this Agreement is operating satisfactorily and that the Service are being commissioned and delivered in accordance with the standards set out in this Agreement. Following the Commencement Date, the Partners shall meet to agree on the appropriate review dates. Any variations to the terms of the Agreement agreed by the Partners shall conform to the requirements of Clause 13 of this Agreement.

10.3 The Partners may review the operation of this Agreement on the coming into force (or anticipation of the coming into force) of any relevant Law affecting the terms of this Agreement so as to ensure that the terms of this Agreement comply with such Law. In particular, the Partners acknowledge that the Health and Social Care Act 2012 has been introduced to Parliament and, once passed, may impact on these Arrangements.

10.4 The Partners shall also use reasonable endeavours in each Financial Year to agree by 31st December a draft budget for the following Financial Year. Such budget will be finalised once the Partners have agreed the contribution for the relevant Financial Year in accordance with Clause 6.6 of this Agreement.

11. TERMINATION

11.1 This Agreement may be terminated:-

11.1.1 by a Partner by giving at not less than 6 months' written notice to

the other Partner stating that it wishes to terminate this Agreement;

11.1.2 by a Partner by giving not less than 6 months' written notice in writing to the other Partner, if a Partner has failed to finalise and agree the budget for any Financial Year in writing by 1st of April in the relevant Financial Year in accordance with Clause 6.6 of this Agreement. During such notice period the Council and the CCG shall continue to provide contributions on a pro-rata basis in accordance with the contributions agreed for the previous Financial Year;

11.2.3 if either the CCG or the Council has failed to confirm in writing its Contributions for the next Financial Year in accordance with Clause 6.6 of this Agreement, the other Partner may terminate this Agreement on giving immediate written notice to the Partner that failed to confirm its Contributions, and this Agreement may terminate forthwith;

11.2.4 by a Partner with immediate effect from service on the other of written notice if the other Partner is in breach of any material obligation under this Agreement and, if the breach is capable of remedy, that Party has failed to remedy such breach within 28 days of receiving notice requesting that the breach be remedied;

11.1.5 by a Partner with immediate effect from service on the other of written notice if the Partner considers that, as a result of a change in legislation or policy requirements, or a direction by a Secretary of State or Minister of the Crown or any decision by a competent court such as would make the Arrangements under this Agreement no longer appropriate or unlawful to continue for the Partners and the Partners consider (acting reasonably) that they are unable to agree a modification or variation of this Agreement so as to bring the specific matter within their respective powers; or

11.1.6 by a Partner with immediate effect from service on the other of written notice if a dispute remains unresolved despite the Partners having following the procedure set out in Clause 15 of this Agreement.

11.3 Any purported termination of this Agreement under this Clause 11 shall be without prejudice to any continuing obligations of the Partners as set out in

Clause 24 of this Agreement.

12. EFFECTS OF TERMINATION OR REDUCTION OF CONTRIBUTION

12.1 Notwithstanding any notice of termination in accordance with Clause 11 of this Agreement, or reduction of contribution in accordance with Clause 4 of this Agreement:-

12.1.1 the Partners shall co-operate to ensure that, where possible, existing Clients are assigned to the Partner with statutory responsibility for those Clients as soon as possible after a Partner issues a notice to terminate this Agreement. Where this is not possible, the Council shall continue to be liable to commission the Service in accordance with this Agreement for all current Clients at the date of service of the notice of termination;

12.1.2 the Council shall continue to operate the Pooled Budget in accordance with this Agreement so far as is necessary to ensure fulfillment of the obligations set out in this Agreement (including Clause 12.1.1 of this Agreement); and

12.1.3 the Partners shall remain liable to contribute that proportion of the cost of the Service which either is its proportionate contribution in the current Financial Year or, if such contribution has not at the date of notice of termination yet been confirmed under Clause 6.6 of this Agreement, the Council's contribution in the immediately preceding Financial Year represented as a proportion of the aggregate contributions of the CCG and the Council in that preceding Financial years such liabilities to continue for so long as the Clients shall require the Service.

12.2 Where any under spend or overspend in relation to the Pooled Budget will exist upon termination of these Arrangements, then the provisions set out in Clause 7 of this Agreement shall apply in determining the apportionment of that overspend or under spend.

12.3 When determining whether there has been an under spend or overspend as at the date of termination, any unidentified liabilities shall not be taken into account.

12.4 Subject to the foregoing commitments of the Partners, following termination of the Agreement, the Council shall return to the CCG within 3 months of termination, any of the CCG's Contributions which have not

been spent on the Service. The Council shall use reasonable endeavours to provide as soon as possible and in a format acceptable to the CCG any information required by the CCG, including copies of relevant books and records held with regard to the Council's obligations pursuant to this Clause 12, relating to the exercise of the CCG's Functions.

12.5 The Partners shall continue to be responsible for any liabilities that arise following distribution of the Pooled Budget pursuant to Clause 12.2 and/or Clause 12.3 of this Agreement. Any liabilities that are subsequently quantified shall be apportioned between the Partners in accordance with the provisions of Clause 7 of this Agreement and the Partners shall make such payments to each other as shall be required to reflect this.

12.6 Non-capital assets purchased from the Pooled Budget will be distributed between the Partners on the basis of statutory responsibility for the relevant Clients or where this is not practicable such goods will be delivered to the Council

12.8 In the event that this Agreement is terminated in whole or in part (howsoever terminated) the Partners agree to co-operate to ensure an orderly wind down of their joint activities as set out in this Agreement so as to minimise disruption to all Clients, carers and staff.

13. VARIATION

13.1 No variation to this Agreement, including for the avoidance of doubt the Schedules to this Agreement, shall be effective (whether by the section 75 Agreement Review procedure or otherwise) unless both Partners have agreed to the amendment and the date from which the amendment will take effect in writing and signed by both the Partners.

13.2 Any variations agreed by the Partners shall only be effective if signed by Authorised Officers from each of the Partners.

14. CONFIDENTIALITY

14.1 The Partners shall:-

14.1.1 keep confidential any information obtained in connection with this Agreement and control or process any personal data of Clients in accordance with the Data Protection Act 1998; and

14.1.2.1 take appropriate technical and organizational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of or damage to such personal data.

14.2 Unless agreed otherwise in writing, the Council and the CCG shall keep confidential any information acquired through their conduct of this Agreement and will take all reasonable steps to ensure that their employees do not divulge such information to a third party, without the express consent of both Partners and the Client, except:-

14.2.1 in accordance with the requirements for external audit;

14.2.2 as may be required by Law;

14.2.3 where such information is already in the public domain; or

14.2.4 in accordance with the information sharing protocol agreed between the Partners.

15. DISPUTE AND RESOLUTION

15.1 In the event of a dispute relating to the subject matter of this Agreement, the dispute may be referred by the Partners in writing as follows:-

15.1.1 in the first instance to the Authorised Officers to resolve within 4 weeks.

15.1.2 in the second instance if the dispute has not been resolved within 4 weeks of such referral to the Authorised Officers, either Partner may refer the matter to the JMG;

15.1.3 in the third instance if the dispute has not been resolved within 4 weeks of such referral to the JMG, either Partner may refer the matter to the Chief Executive of the Council and the Chief Executive of the CCG; and

15.1.4 in the fourth instance if the dispute has not been resolved within 4 weeks of much referral to the Chief Executive of the Council and the Chief Executive of the CCG either Partner may refer the matter to an ' individual nominated by the Centre for Effective

Dispute Resolution ("**CEDR**") with the agreement of the Secretary of State for Health to act as mediator. To initiate mediation, the Partners may give notice in writing ("**Mediation Notice**") to the other requesting mediation of the dispute and will send a copy thereof to CEFR asking them to nominate a mediator. The mediation will commence within 28 Working Days of the Mediation Notice being served. The Partners will co-operate with any person appointed as mediator providing him with such information and other assistance as he will require and will pay his costs as he will determine or, in the absence of such determination, such costs will be shared equally.

15.1.5 Any settlement reached by the Partners with the assistance of the mediator shall only be binding on the Partners with their Agreement in writing.

15.2 If a dispute has not been resolved within 3 months of reference to the individual appointed in accordance with Clause 15.1.3 of this Agreement, either Partner may terminate this Agreement on immediate written notice to the other and the provisions of Clause 12 of this Agreement shall apply.

16. EXCLUSION OF PARTNERSHIP AND AGENCY

16.1 The Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.

16.2 Neither Partner nor any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Partner, except where expressly permitted by this Agreement.

17. ASSIGNMENT AND SUB AGREEMENTS

17.1 The Partners shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partner (not to be unreasonably refused), provided that no such consent shall be necessary for an assignment or novation by the CCG or the Council to a statutory successor in respect of their respective functions relevant to this Agreement.

17.2 Upon such assignment or transfer the assignor or transferor shall ensure that the assignee or transferee enters into a written undertaking to comply with the terms and conditions of this Agreement in consideration of which the other Partner agrees to release the assignor or transferor from further

liability except in respect of liability accrued up to the date of such assignment or transfer.

18. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

18.1 The Contracts (Rights of Third Parties) Act 1999 has no application whatsoever to this Agreement.

19. PREVENTION OF CORRUPTION / QUALITY CONTROL

19.1 The Partners shall:-

19.1.1 have adequate policies and procedures in place (that shall be shared with the other Partner, on request) to ensure that relevant controls assurance, probity and professional standards are met;

19.1.2 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

19.1.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

19.1.4 have and shall maintain in place throughout the term of this Agreement, mutual policies and procedures, including (but not limited to) adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Clause 19.1.2 of this Agreement, and will enforce them where appropriate;

19.2.4 promptly report to the other Partner any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement;

19.2 For the purpose of this Clause 19, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 19, a person associated with a Partner includes but is not limited to any subcontractor of the Partner.

20. COMPLAINTS, COMPLIMENTS AND COMMENTS

20.1 Complaints regarding the Service shall in the first instance be directed to the Council for investigation and resolution. If they cannot be dealt with under the Council's Complaints Procedure they will be investigated jointly by the Partners (with the Council taking the lead) and a decision will be made regarding which complaints procedures should be followed. Both the Partners' Complaints Procedures should be in line with The Local Authority Social Services and National Health Service Complaints (England) Regulations 2009. The nominated officer of the Council responsible for the handling of complaints will ensure that all Clients and their carers or established representatives are advised and provided with information on how to complain, which will be made known at the point of commencement of assessment and after referral to the Service for any potential service or support.

20.2 The Council will acknowledge and respond to complaints, compliments and comments in accordance with its published complaints procedure. Any complaint passed by the CCG will be acknowledged within three Working Days and responded to within 30 calendar days. A copy of the response will be provided to the council. The Council will provide a fast track response within 24 hours (very urgent) or within 3 Working Days (urgent) on request to matters referred by a member of the JMG as very urgent or urgent priority enquiries.

20.3 The Council will provide a quarterly summary level report of complaints compliments and comments relating to children's social care matters including an analysis of issues, outcomes and lessons learned in performance reports to the JMG.

20.4 The Partners will co-operate with investigations undertaken by their respective Ombudsman.

21. NOTICES

21.1 AII notices or other communication required to be given to a Partner under or in connection with this Agreement, shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service or sent by fax to the following addresses:-

21.1.1 if to the Council, addressed to the Director of Children and Learning at:-

Town Hall
Luton LU1 2BQ

01582 548454

21.1.2 if to the CCG, addressed to the Director of Strategic Implementation and Collaborative Commissioning at:-

The Lodge
4 George Street West
Luton LU1 2BJ

01582 ??????

21.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address set out in Clause 21.1 of this Agreement, or if sent by fax, at 9.00 am on the next Working Day after transmission, or otherwise at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

21.3 This Clause 21 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. STATUTORY OBLIGATIONS

22.1 The Partners shall in the performance of their obligations under this Agreement comply with all relevant Law including (without limitation) all statutes, directives, regulations, orders, codes of practice and best practice guidelines (as amended from time to time) and all provisions relating to such matters elsewhere in this Agreement.

22.2 Each Partner will note the other Partner's current and future obligations under the Data Protection Act 1998, the FOIA 2000, the Human Right Act 1998, Equality Legislation and Part 1 of the Local Government Act 1999 (aII as amended from time to time) and any codes of practice and best practice guidance issued by the European Commission Government and the appropriate enforcement agencies ("the Specified Legislation") and shall:-

22.2.1 comply with the Specified Legislation in so far as it places obligations upon-that Partner in the performance of its requests

under this Agreement;

22.2.2 facilitate the other Partner's compliance with its obligations under these provisions and comply with any reasonable requests for that purpose; and

22.2.3 act in respect of any person who receives or requests services under this Agreement as if that Partner were a public authority for the purpose of the Human Rights Act 1998.

22.3 Each Partner ("the First Partner") acknowledges that in responding to a request received by any Partner ("the Other Partner") under the FOIA the Other Partner will be entitled to provide information held by it relating to this Agreement or which otherwise relates to the First Partner.

22.4 The First Partner shall co-operate with the Other Partner in connection with any request received by the Other Partner under the FOIA and such co-operation shall be at no cost to the Other Partner.

22.5 The Partners shall at all times comply with the requirements of the Health and Safety at Work etc. Act 1974 and of any other Acts pertaining to the health and safety of employees and shall ensure that any contractors carrying out work for any purpose relating to the Agreement likewise comply.

22.6 The Partners shall in connection with the provision of the Service comply with their obligations under the Data Protection Act 1998 (including where appropriate obtaining registration there under) and avoid offending against the Computer Misuses Act 1990.

22.7 Each Partner shall provide the other Partner with such information as that Partner may reasonably require to satisfy itself that the first Partner is complying with the obligations referred to in this Clause 22.

22.8 Each Partner shall take such steps as may be practical to afford the other Partner access to information which is reasonably required by the first Partner in connection with any of its statutory functions and for any purpose connected with its rights and obligations under this Agreement.

22.9 Each Partner must exercise its best endeavours to ensure the accuracy of any data entered into the computer system used in carrying out the Partners' obligations under the Agreement.

22.10 All data held in respect of a Client on any computer system operated

under this Agreement must immediately on termination of the Agreement be made available on request by an appropriately authorised Officer to the Partner with statutory responsibility for the relevant Clients.

22.11 The Partners shall not in relation to the employment of persons for the purposes of providing the Service or in relation to the provision of the Service to any person discriminate against a person contrary to Statute including but not limited to the Equal Pay Act 1970 and the Equality Act 2010.

23. GOVERNING LAW

23.1 This Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

24. SURVIVAL

24.1 The following Clauses of this Agreement shall survive termination of this Agreement:-

24.1.1 Clause 1;

24.1.2 Clause 4;

24.1.3 Clause 7;

24.1.4 Clause 9;

24.1.5 Clause 12;

24.1.6 Clause 14;

24.1.7 Clause 18;

24.1.8 Clause 21;

24.1.9 Clause 23; and

24.1.10 Clause 25;

of this Agreement.

25. SEVERANCE

25.1 If any provision of this Agreement shall become or be declared by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality or unenforceability shall in no way impair or affect any other provision of this Agreement, all of which shall remain in full force and effect.

26. FORCE MAJEURE

26.1 A Partner shall not be in breach of the Agreement if there is a failure of performance by that Partner of its duties and obligations under the Agreement occasioned by any act of God, fire, act of government or state, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies (**Force Majeure Event**).

26.2 Any Partner that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:-

26.2.1 it promptly notifies the other Partner in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

26.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

26.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

26.3 If the Force Majeure Event prevails for a continuous period of more than 3 months, the other Partner not affected by the Force Majeure Event may terminate this Agreement by giving 14 days' written notice to the other Partner. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Partners in respect of any breach of this Agreement occurring prior to such termination.

27. NOTIFICATION TO DEPARTMENT OF HEALTH

27.1 The Partners agree that they shall forthwith notify the Department of Health of the exercise of the flexibilities in Section 75 of the 2006 Act in this Agreement in accordance with the guidance issued by the Department of Health.

28. CO-OPERATION OF THE PARTNERS

28.1 The Partners shall co-operate together in all aspects of the Arrangements in order to make the most efficient use of all resources and obtain the best outcomes achievable.

29. COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall constitute an original of this Agreement, but all the counterparts together shall constitute the same Agreement. No counterpart shall be effective until each Partner has executed at least one counterpart.

30. RIGHTS AND DUTIES RESERVED

30.1 Nothing in this Agreement shall prejudice or fetter the proper exercise of any function of the Partners by the other Partner.

31. WAIVER

31.1 No delay or neglect or forbearance on the part of any Partner in enforcing against the other Partner any term or Clause of this Agreement shall either be or be deemed to be a waiver or in anyway prejudice the right of the Partner under this Agreement.

32. VAT

32.1 The VAT regime of the Council as the host Partner of the Pooled Budget shall apply to the Arrangements set out in this Agreement.

I N W I T N E S S whereof the Partners hereto have executed this Agreement as a Deed and have caused their respective Common Seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL of **LUTON BOROUGH COUNCIL** was hereunto affixed in the presence of:-)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of **LUTON NHS CLINICAL COMMISSIONING GROUP** was hereunto affixed in the presence of:-)

SCHEDULE 1

AIMS AND OBJECTIVES

The purpose of the Arrangements is to maximise the efficiency of the commissioning of the Service for children and young people with disabilities, developmental and additional health needs through the implementation of Section 75 of the Health Act 2006 flexibilities (Lead Commissioning).

The overarching aim of this Agreement is to improve the quality of the Service and outcomes for Clients. This will be achieved by focusing on the following.

1. Partnership Working

- Bringing the expertise of the Integrated Commissioning Team, Children and Families to ensure clarity of purpose, accountability, improved communication and co-ordination, and easier decision making and access to services. The main purpose of this Agreement is to achieve a range of integrated and seamless services for children and young people in the Borough of Luton.

- Achieving strong professional expertise and leadership in all aspects of the joint work.

- Engaging and contributing as full members of the service development mechanisms and member processes within the Council and the Children's Trust Board.

2. Appropriate and Effective Services

- Commissioning services that are appropriate to the needs of Clients and carers, whether funded by the National Health Service or Local Authority and based on assessed need rather than diagnosis or need.

- Establishing a single process for commissioning services appropriate to the needs of Clients and carers, managing and delivering services and eliminating overlaps in provision.

- Ensuring that children and young people in the Borough of Luton are effectively safeguarded from abuse.

3. Quality

- To achieve widespread steady and sustained improvement in the Service in the Borough of Luton.

- Ensuring continuity of care for Clients through improved recruitment and retention of staff by maximising opportunities for training and career development and other measures to improve working lives across the whole economy.

- Improving performance of the Service.

4. Diversity

- Ensuring that the range and diversity of the Service is always appropriate and innovative and deliver on regional and national requirements.

- Ensure that the range of services promote equality of access and opportunities.

5. Client and Carer Involvement

- Enabling a greater promotion of Clients and carers to be actively involved in planning and developing a wider range of local services.

- Ensuring as many Clients and carers as possible are actively involved in designing their own care packages.

- Ensuring that Clients and carer views are taken into consideration in service planning and that they are provided with feedback on the outcomes of their contributions.

6. Personalisation

- Promoting personalised care services including the use of direct payments as the first choice of care provision

- Providing information, advice and guidance to Clients with mental health needs and their families and carers to prevent mental illness and promote mental wellbeing.

7. Making More Efficient and Flexible Use of all Resources

- Achieve a critical mass of staff to create a wider range of expertise for teaching, research and development, which will help ensure local

implementation of national best practice.

SCHEDULE 2

FINANCIAL ARRANGEMENTS

Introduction

This Schedule provides details of the budgets, goods and services to be made available by the Partners and also outlines the key principles governing budget setting and accounting for its use.

1. Financial Arrangements for the operation of this Agreement

The JMG will agree by the 28th February each year, financial procedures and arrangements for the operation of this Agreement for the following financial year. This will act as a Revised Annual Financial Agreement and which set outs the Budget plus variation and inclusion of all or any of the following:-

- Finance flows;
- Financial planning and budget setting process;
- Budget performance;
- Access to financial information;
- Client contributions;
- Budget; and
- Resources available outside the Budget.

The Budget at Paragraph 7 of this Schedule (as at 2013/14 prices) will be updated on an annual basis to reflect the agreed contributions from the Council and CCG to the cost of services in line with Clause 7 of this Agreement.

2. Finance Flows

The CCG shall make payment monthly to the Council by automatic transfer on or about the 15th of each month or on such other dates as agreed at JMG.

3. Financial Planning and Budget Setting Process

This shall take account of, but not be limited to, the following planning assumptions of inflation, allowances for pay and non-pay items together with proposed budget variations in respect of:-

- Demographic change;
- Service enhancement or reduction;
- Required efficiency / quality improvement;
- Income streaming; and
- National initiatives;

and will be considered in the context of the overall Local Authority budget and CCG Contributions and shall be available no later than 28th January annually.

The Council shall also ensure that any matters relating to the cost of services that might have a material impact on expenditure or income in future years are identified and reported to the JMG in time to be taken into account in the financial planning and budget setting process.

As part of the annual budget setting process, the Council shall ensure that their Managers are involved in undertaking a risk assessment that takes account of the financial targets and objectives for the year ahead.

The Council shall advise the appropriate deadline dates for the provision of such information.

4. Budget Performance

4.1 The Council shall report at each JMG Meeting on the financial and budgetary information listed in Schedule 3 to this Agreement and in a format to be agreed by the JMG and linked to the financial analysis provided by 1 October 2013. The Council shall ensure that action is taken to correct any projected variation from the budget, reporting on the variation and the action taken or proposed to the PMG.

4.2 No overspend shall be permitted within the first six months of the Agreement.

4.3 If an overspend on the budget is forecast at any time during the financial year, a review will take place in accordance with Clause 7.8 of this Agreement.

4.4 Future monthly budgetary control reports shall be supplied by the Council to the JMG in which progress on implementing the action plan is described.

5. Access to Financial Information

5.1 The Council shall make all relevant financial information and records available to the CCG subject to any constraints imposed by the Data Protection Act and whilst respecting commercial confidentiality, and shall provide full explanations, exemplifications and advice in response to any reasonable question or request from the CCG in respect of these records.

5.2 The Partners will assure the accuracy and completeness of financial information being presented under review through the JMG.

5.3 The Council will automatically make available audit reports on the core systems to the CCG.

6. Client Contributions

6.1 For the avoidance of doubt, any personal contributions payable by Clients towards any Council services will continue to be collected by Council staff.

7. Budget

In the first year of this Agreement the sum payable by the Council will be £2,737,424**.** This sum of money covers all staff, service management and service delivery costs of services undertaken by the Council and funded by the Council prior to the commencement date.

The payment breakdown for 2013/14 is:-

SERVICE	THE COUNCIL	THE CCG
Integrated Commissioning Team, Children and Families	£338,245	£98,100
Integrated Disability Service	£415,349	£422,490
Out of Borough Placements	£1,114,369	£508,637
Keech Hospice	£140,000	£49,344
Occupational Therapy	£83,056	£333,601
Speech and Language Therapy	£34,405	£390,888
Child and Adolescent Mental Health Services (CAMHS)	£500,000	TBA
Mellow Parenting	£112,000	£20,000
TOTALS	**£2,737,424**	**£1,823,060**

NB – All amounts to be scrutinised by financial managers within the Council and the CCG and ratified by both organisations

Payment for future years will be agreed by the Partners and incorporated by way of agreed variation.

By 1st October 2013, the Council will provide to the CCG a detailed analysis of service operations including:-

- Staffing levels (type, head count, whole time equivalents and total staffing costs) in each operational team;
- Non-pay costs;
- Management overheads;
- other overheads; and
- Income.

For integrated services, the analysis will identify the proportion of costs and level of output applicable to the council and the contribution of other commissioners.

SCHEDULE 3

GOVERNANCE AND PERFORMANCE REPORTING

1. Governance arrangements – Joint Management Group (JMG)

In accordance with Clause 5.11 of this Agreement, the Partners will establish a JMG to oversee the implementation of this Agreement and achievement of the Aims and Objectives set out in Schedule 1 to this Agreement.

This Schedule sets out how the Partners will retain proper influence and control over the joint commissioning function despite the Council assuming the role of Lead Commissioner.

2. JMG Membership

The membership of the JMG will be as follows:-

- the CCG's Director of Strategic Implementation and Collaborative Commissioning or hers representative;
- the Council's Director of Children and Learning or his representative;
- the Head of Children's Joint Commissioning (Joint post: the Council and the CCG);
- the Council's Integrated Service Manager for Children with Additional Needs;
- the Council's Education Psychology and Assessment Manager;
- the CCG's Director of Finance, or representative; and
- the Council's Children and Learning Department's Finance Manager, or representative.

Partners may invite performance leads or other officers as required and in agreement with the chairperson.

3. Role of JMG

The JMG shall:-

- receive quarterly summaries focused on exception reporting of operational and financial performance of this Agreement;

- agree such variations to this Agreement and its Schedules from time to time as it thinks fit;

- review the operation of this Agreement to ensure that it complies with all legal requirements;

- agree annually the revised budgets and finance procedures to be set out in Schedule 5 to this Agreement for the following year following confirmation by the Council in accordance with Clause 7 of this Agreement;

- agree an Annual Commissioning Plan to include development and maintenance of joint performance frameworks and review the financial and performance information against agreed targets

- approve an annual report on outcomes for submission to the Executive bodies of both Partners;

- ensure that there are appropriate links and engagement between all authorities involved in Section 75 Arrangements in the Borough of Luton;

- agree and review the systems in place at all levels to ensure action is being taken to identify issues and risks; manage identified risks and escalate any concerns to the appropriate level; and

- agree and review the establishment of appropriate systems for ensuring that the views and experiences of Clients are used to shape service delivery.

4. JMG Support

The JMG will be supported by officers from the Council and the CCG from time to time and they may be involved in assisting the JMG in implementation of the Aims and Outcomes set out in Schedule 1 to this Agreement.

5. Meetings

The JMG will meet quarterly at a time to be agreed or more frequently at the request of any member. Meetings of the JMG may be combined with the equivalent meetings of the JMG for other Section 75 agreements relating to services provided by the Council and the CCG.

The quarterly report of the Head of Children's Joint Commissioning referred to below will be available five working days in advance of the meeting.
The quorum for meetings of the JMG shall be a minimum of two members, one from each Partner.

Decisions of the JMG shall be made unanimously by those present.

Minutes of all decisions shall be kept and copied to the Authorised Officers within five working days of every meeting and a copy of all minutes signed by both Partners retained by the Council as an official record of the meeting.

6 Information and Reports

The JMG shall receive activity and financial reports quarterly. These shall be prepared by nominated officers of the council approved by the Authorised Officers and agreed with the nominated officers of the CCG prior to circulation five working days before each meeting. Management reports shall not identify individual Clients by name.

7 Financial reports

Schedule 2 to this Agreement outlines the nature and detail of the financial contributions of the Partners.

Financial reporting on a quarterly basis will identify:-

- actual year to date and forecast out-turn against plan analysed by pay, non-pay and income for each service unit;
- variance analysis if applicable;
- proposed action plan with recommendations of actions to address material variances and progress of achievement if applicable; and
- risk assessment.

The financial report will be produced in accordance with the Council's financial policies and procedures.

8 Performance Reports

Performance reports will include a highlight report of the main performance issues and a description of progress against targets in each area of performance:-

- achievement of partnership aims and objectives (commentary including number of and response to complaints and compliments);
- achievement of the objectives in the Performance Improvement Plan agreed by the JMG and any agreed service developments;
- achievement of National and Local Performance Indicators agreed by the JMG; and
- performance against service and regulatory inspection action plans.

For each area of performance, the report will identify:-

- current performance;
- Forecast out-turn;
- Target;
- last year's out-turn; and
- provide commentary and details of corrective actions proposed.

9 Annual Commissioning Plan

By 1 October each year, the Children's Joint Commissioning Team will provide to the JMG a first draft analysis of service operations and proposals for the following financial year including:-

- staffing levels (type, head count, whole time equivalents and total staffing costs) in each operational team;
- Non-pay costs;

- Management overheads;
- Financial; and
- proposals for future service improvements and developments to meet the aims and objectives of this Agreement.

SCHEDULE 4

SERVICES INCLUDED WITHIN THIS AGREEMENT

This Schedule sets out the service specifications included within this Agreement and which will be reviewed and agreed by the JMG and the respective Executive Boards of the Council and the CCG.

Strategic Intention

The aim is to secure excellent, safe, sound, supportive, cost effective, transformational Children and Young People's Services for the residents of the Council area that promote independence, health, wellbeing and choice and are shaped by accurate assessment of community needs.

The Service Specifications to be included within this Agreement are to be jointly agreed by the Partners and approved by the group chaired by the CCG. Once agreed, the Service Specifications will be incorporated within this Agreement by way of Variation. Until the Service Specifications are agreed through the above process the specifications included within this Agreement are indicative of the proposed Service only.

Service	**THE INTEGRATED COMMISSIONING TEAM, CHILDREN AND FAMILIES**
Commissioner Lead	**Name: David Bruce** **Job Title: Head of Integrated Commissioning Team, Children and Families** **Telephone: 01582 548177** **Email: david.bruce@luton.gov.uk**
Provider Lead	**N/A**

1. Purpose
1.1 Aims and objectives To bring Children and Young People's Commissioners from the CCG and the Council together to commission high quality, cost effective and integrated services for children and young people with additional needs. **1.2 Legislative context** The Council is deemed the Lead Commissioner for the services

commissioned by the Integrated Commissioning Team, Children and Families under the terms of this Agreement, regardless of whether these are Local Authority or Health Services.

1.3 Expected Outcomes

Integration of Health, social care and other Local Authority commissioned activity, including early intervention and prevention, to commission cost effective, holistic services to children and young people.

2. Scope

2.1 Service Description

A team of commissioning staff employed jointly by the CCG and the Council to:-

- act as a resource to officers of the Council and the CCG to provide support and advice on good practice and statutory requirements in the commissioning of services for children and young people;
- work to ensure the participation of children and young people in the development, delivery and review of services;
- support Luton Children and Young People's Trust in delivering its key priorities by ensuring its structures and decision-making processes enable the effective commissioning and de-commissioning of services as appropriate;
- achieve best value in commissioning high quality integrated services to support children and young people with a diverse range of needs, and to enable timely and effective decision-making through the use of a pooled budget for this purpose; and
- work to achieve the key priorities for the Integrated Commissioning Team, Children and Families as agreed by the CCG's Director of Strategic Implementation and Collaborative Commissioning and the Council's Corporate Director of Children and Learning.

2.2 Service Relationships and interdependencies

- Commissioning of Health Services (Acute, Community, CAMHS

and LDD).

- Commissioning of Social Care Services (Children in Care, Fostering, Children with complex needs and disabilities, Supervised Contact).
- Brokerage Service.
- Commissioning of Early Intervention services including Parenting, Family Support and Sure Start Services.
- Commissioning of early years education and childcare.
- Support for Luton Children and Young People's Trust, Early Intervention Strategy and Family Poverty Strategy.

2.3 Brief Needs Assessment and Current activity data

Key Priorities and activities are set out in the Team Plan of the Integrated Commissioning Team, Children and Families**.** JSNA and other needs assessments inform commissioning decisions.

3. Service Delivery

3.1 Service Model

The service is managed with the Council with a matrix management arrangement to the CCG's' Director of Strategic Implementation and Collaborative Commissioning.

3.1 Staffing

- Head of Integrated Commissioning Team, Children and Families.
- Joint Commissioning Manager, Tier 4 Services
- Joint Commissioning Manager, Early Intervention
- Joint Commissioning Manager, Acute and Community
- Joint Commissioning Manager, Mental Health, Disabilities & End of Life

- Children's Trust Business & Commissioning Manager
- Brokerage Assistant.
- Participation Manager.
- Complaints Manager
- Contracts and Finance Officers (x2).
- Partnership Administrator and Business Assistant
- Business Assistant.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

The Integrated Commissioning Team, Children and Familiescovers services across the Borough of Luton.

4.2 Location(s) of Service Delivery

The team is located at Wesley House, 19 Chapel Street, Luton, LU1 2SE.

4.3 Days and Hours of operation

Monday to Friday 8.45 a.m. to 5.15 p.m.

5. Prices and Costs

The Council's contribution towards the Pooled Budget is £338,245 for 2013-14.

The CCG's contribution towards the Pooled Budget is £98,100 for 2013-14.

* The CCG will also meet Integrated Commissioning Team, Children and Families costs in respect of NHS employees in the sum of £62,732 for 2013-14 and a similar sum for 2014-15 and 2015-16. As these employees continue to be paid directly by the CCG, however, these costs are NOT included as part of the Pooled Budget arrangement.

Service	**INTEGRATED SERVICE FOR CHILDREN WITH ADDITIONAL NEEDS**
Commissioner Lead	**Name:** Lindsey Barron **Job Title:** Short Break Development Manager **Telephone:** 01582 547978 **Email:** lindsey.barron@luton.gov.uk
Provider Lead	**Name:** Kate Burchell **Job Title:** Interim Service Manager for Children with Additional Needs **Telephone:** 01582 547579 **Email:** kate.burchell@luton.gov.uk

1. Purpose

1.1 Aims and objectives

Aim of the integrated service*:* a coordinated and accessible service providing a single point of referral, information, assessment and delivery of support for disabled children and their families in the Borough of Luton.

Objectives:

- **Improve outcomes for disabled children locally** by driving up standards for working together.

- **Use funding more efficiently and effectively** by cutting duplication, supporting more disabled children at home through the provision of short breaks and community-based services, and preventing hospital admissions and children coming into care.

- **Embed prevention and early intervention** by establishing an effective 'team around the child, family based short breaks and care, supported by flexible and responsive services.

- **Promote inclusive services**, so that disabled children and young people have the same opportunities wherever possible as any other child and have their needs met in their local communities.

- **Promote independence and choice,** in particular by establishing an integrated Transition Team across health, children's and adult social care services to best equip disabled young people for adulthood. This will include the establishment of Personal Budgets for disabled young people moving into adult services.

1.2 Legislative and policy context

- *The Children Act 2006.*
- *The Breaks for Carers of Disabled Children Regulations 2010* under section 104(3A) of the

Children Act 1989.
- *Better Care, Better Lives'* (2008).
- The *Care Standards Act* 2000 and National Minimum Standards.
- *The Health and Social Care Act* 2008.
- *Transforming Community Services for Children, Young People and Families* (DH 2009): emphasis on integration and single point of access for services for children with a disability or illness.
- *Healthy Lives Brighter Futures – the Strategy for Children and Young People's Health* (DCSF and DH, 2009): emphasis on multi-agency working and short breaks for children with disabilities.
- *Equality Act 2010*

1.3 Expected Outcomes

All children and young people with disabilities and/or a life limiting condition will be able to easily access the support of their choice from a flexible, responsive and coherent network of high quality services, allowing them and their families to lead lives that are as normal as possible.

Key performance measures:-
1) the numbers of children accessing a short break in the period (target to be set in the Short Break Strategy for 2011-14 and to reflect a year on year increase in total number of short breaks delivered);
2) the proportion of service users receiving short breaks satisfied with services (qualitative evaluation); and

Statutory timescales for assessments and planning.

2. Scope

2.1 Service Description

Short break services for children with disabilities aged 0-18 and living in Luton. Services are locally based & culturally appropriate to meet the diverse needs of Lutons' communities and provide training and support to organizations delivering inclusive short breaks.

Short break services are based on the principles of:

- Early intervention and family support
- Participation in family and community life
- Promoting independence and enjoyment

- Openness, honesty and fairness.

Short breaks:

- Provide local disabled children and young people with the opportunity to socialise with their peers
- Give parents the opportunity to have a break, spend time with their spouses or partners or other children in the knowledge their child is safe, well cared for and having fun.
- Provide information, advice and support to parents and young people on local services, community facilities, benefits and access to services.
- Offer a range of flexible services including day care, overnight care, weekend care & care in the school holidays.
- Support for young people in transition from children to adults services

2.2 Service Relationships and interdependencies

- Children's Joint Commissioning Team
- Children with Disabilities Social Work team
- Childrens' Transition Team
- Children's Community Nursing Team
- Education establishments
- Special Educational Needs service
- Transitions team
- Adults social care teams

Interdependencies:

- Disabled children and young people (0-18 yrs)
- Parents/Carers/Siblings/Extended family
- Education establishments

2.3 Brief Needs Assessment and Current activity data

Section A
Local Area Provision Summary

	2011/12					2012/13				
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
A1. Number of Disabled Children receiving Short Break Services and projections for future years										

	20 Q1	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
A2. Actual number of disabled children receiving a short break service in each Quarter	##	381	431	401	409	532	371	411	392	0	459
A6a. Children in Group A receiving short breaks		315	354	328	338	449	288	314	294	0	354
A6b. Children in Group B receiving short breaks		66	77	73	71	83	83	97	98	0	105
A6 - Total number of children in priority groups receiving short breaks		381	431	401	409	532	371	411	392	0	459

Section B

B5. Overnight Breaks (Nights)	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
B5. Total number of disabled children who receive overnight breaks	51	62	50	49	69	52	84	55	0	89
Overnight Stays (Nights)										
B5a. Number of nights in Residential Units	383	315	249	232	1,179	243	236	250	0	729
B5b. Number of nights in Hospices	38	81	55	61	235	32	43	14	0	89
B5c. Number of nights in Other settings	0	52	0	0	52	11	98	6	0	115
B5d. Family Based Overnight Stays (Nights)	97	118	129	92	436	122	118	67	0	307
B5e. Overnight Care In The Child's Home (sitters or personal assistants)	344	344	344	344	1,376	272	413	413	0	1,098
% Change in disabled children receiving overnight stays										
Total Number Of Overnight Stays	862	910	777	729	3,278	680	908	750	0	2,338

	20 Qt	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Actual Total Number of Residential Overnight Stays per Quarter	##	862	910	777	729	3,278	680	908	750	0	2,338

B7. Family Based or Individual Day Care / Sessional Provision (Hours)	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
B7. Total number of disabled children receiving these short breaks	248	258	256	257	294	271	283	276	0	307
B7a. Salaried, Contract Carers or Linked Carer's (in the carer's home)	1,800	2,068	2,083	1,708	7,657	1,999	2,046	1,578	0	5,623
B7b. Care In The Child's Home (sitters or personal assistants)	17,273	18,289	17,649	16,882	70,093	17,353	18,406	20,848	0	56,608
B7c. Hours provided to support children to have breaks by personal assistants/ outreach workers who take the child out of their home, on an individually supported break	1,436	1,514	1,115	1,119	5,183	1,036	1,002	740	0	2,777
B7d. Other (specify) hours: day stays and tea visits in residential setting	318	623	325	229	1,495	404	643	434	0	1,480
Total Number Of Hours	20,826	22,493	21,171	19,938	84,428	20,791	22,097	23,600	0	66,488

	20 Qt	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Actual Total Number of Family Based or Individual Day Care / Sessional Provision per Quarter (Hours)	##	20,826	22,493	21,171	19,938	84,428	20,791	22,097	23,600	0	66,488

Group-based services funded by short breaks budgets

B9. Group Based Services - Specialist Provision (Hours)	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
B9. Total number of disabled children receiving Group Based Specialist Services	91	172	98	110	202	136	195	151	0	234
B9a. Extended School Provision	615	612	756	865	2,848	1,017	780	1,540	0	3,337
B9b. Youth Work Provision	45	26	50	69	189	71	29	83	0	182
B9c. Saturday Or Sunday schemes	566	489	452	692	2,199	912	938	1,017	0	2,867
B9d. School Holiday Schemes	625	5,712	667	285	7,289	549	4,996	730	0	6,275
B9e. Children's Centres					0					0
B9f. Other (specify)	58	1,025	25	26	1,134	539	1,494	18	0	2,051
Total number of hours of group based services (Specialist Provision)	1,909	7,864	1,950	1,937	13,659	3,088	8,237	3,388	0	14,712

	20 Qt	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Specialist Group-Based services - Actual Hours per Quarter	0	1,909	7,864	1,950	1,937	13,659	3,088	8,237	3,388	0	14,712

Group-based services funded by short breaks budgets

B10. Group Based Services - Non Specialist Provision/Universal (Hours)	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
B10. Total number of disabled children receiving Group Based Non Specialist Services	128	128	149	134	223	62	52	69	0	82
B10a. Extended School Provision	3,302	3,427	4,098	4,663	15,490	3,947	3,090	3,540	0	10,577
B10b. Youth Work Provision					0					0
B10c. Saturday Or Sunday schemes					0					0
B10d. School Holiday Schemes					0					0
B10e. Children's Centres	14,021	3,907	11,670	15,076	44,674	177	72	159	0	408
B10f. Other (specify)	115	569	323	255	1,262	92	43	103	0	238
Total number of hours of group based services (Non Specialist Provision)	17,438	7,902	16,091	19,994	61,425	4,216	3,205	3,802	0	11,223

	20 Qtr 1	2011/12 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	2012/13 Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Specialist Group-Based services - Actual Hours per Quarter	0	17,438	7,902	16,091	19,994	61,425	4,216	3,205	3,802	0	11,223

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B13. Direct Payments / Individual budgets	2011/12					2012/13				
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
B13a. Number of disabled children whose family are in receipt of Direct Payments	185	205	218	229	229	224	240	245	0	245
B13b Number of disabled children whose family is in receipt of Individual Budgets					0					0

3. Service Delivery

3.1 Service Model

The integrated service is based on **key operational structures and processes** designed to support the delivery of joined up, child focused services:-

- a joint management structure for services;
- clear service standards, protocols and eligibility criteria;
- a joined-up assessment process. There is scope to develop a comprehensive approach to assessing, planning and coordinating the needs of the child and family using the common assessment framework (CAF);
- an embedded Lead Professional approach;
- joint planning and decision-making for care packages. Decisions about care provision for children with complex needs will be agreed at a Joint Allocation Panel and may be joint funded across health and social care;
- shared data and information sharing protocols; and
- joint commissioning for short breaks and care packages.

3.2 Staffing

Short Break Development Manager/commissioning post (1fte @M3)	£37,902
Short Break Nursing post (1fte)	£40,000
Data Officer (18.5 hrs @ L6)	£11,012
Total	**£88,914**

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

The social care and education support services within the integrated team are provided to all children resident in the Borough of Luton aged 0-18, and 14-25 years for the transition team. The specialist nursing teams provide support to children outside of the Borough of Luton and in line with CCG boundaries.

4.2 Location(s) of Service Delivery

In accordance with individual service boundaries.

4.3 Days and hours of operation

The service will be managed during office hours and services will be provided as required and agreed with the parent/carer. This could be daytime, evenings or weekends.

4.4 Eligibility Criteria and Care Pathways

Eligibility is in accordance with:-

- Social care and short break eligibility criteria;
- Transition team criteria;
- Education SEN eligibility criteria; and
- Health services criteria.

Referral route:

A single referral point into the integrated team for services through the completion of a Common Assessment Framework, which will be considered by a panel comprised of team leaders from across the integrated structure; and allocated to a Lead Professional to undertake further assessment.

4.5 Exclusion Criteria

In accordance with service specific eligibility criteria.

4.6 Response time and prioritisation

Initial assessments for specialist short breaks are completed within 10 working days; core (disabled child) assessments within a further 35 days. Resource allocation will be through a joint process for formulating, agreeing and funding specialist packages of care (a Joint Resource Panel).

5. Discharge Criteria and Planning

Care Planning is undertaken following assessment and reviewed at least 6 monthly for each child or young person. The needs of the child may change resulting in a lower or higher package of short breaks. Transition planning as appropriate will be undertaken when the child reaches the age for transition to adult's services or they no longer require short breaks.

6. Prices and Costs

Budgets included are those relating to the commissioning of short breaks: the existing s75 Pooled Budget (i.e. for residential and hospice, short break nursing post, shared care officer x1); and the Outreach Support Service that already includes a contribution from health. This agreement does not include core local authority budgets for care packages or staffing costs other than those specified.

Service	LA 2012/13 contribution	LCCG 2012/13 contribution
Overnight residential	£256,822.00	£397,190.00
Short Break Nurse	£40,000.00	Included in above
Outreach Support	£118,527	£25,300
TOTALS	**£415,349**	**£422,490**

7. Aspirational Goals

For inclusion in future years: The development of an integrated OT service: to develop LA and health OT's within an integrated service and to provide a more cohesive service for clients. It is hoped that this proposal will also enable a more cost effective service provision, reducing the current duplication and need for multiple referrals and allocation.

Direct Payments and personalised budgets: For the Direct Payments budget to be moved into the pooled budget to enable the provision of more integrated client led services.

Service	Cost 12/13	Costs 13/14
London Road Resource Centre services	£700,000.00	£700,000.00+
Shared Care service	£150, 752.00	£121,504.00
Direct Payments/Personalised budgets	£735,358.00	£755,948.00
Keech hospice short breaks	£72,000.00	£72,000.00
Occupational Therapy	£83,056.00	£83,056.00
TOTAL	**£1,590,414.00**	**£1,732,508.00**

Service	**OUT OF BOROUGH PLACEMENTS FOR CHILDREN WITH COMPLEX NEEDS**
Commissioner Lead	**Name: Harriet Martin** **Job Title: Educational Psychology and Assessment Manager** **Telephone: 01582 548153** **Email: harriet,martin@luton.gov.uk**
Provider Lead	The Council provides placement service via its Special Educational Needs Assessment Team and it's Children's Joint Commissioning Team (via the External Resources Panel, Care Management Panel and SPAG – 'Statutory Provision Assessment Group') but there are also a number of independent providers

1. Purpose

1.1 Aims and Objectives

To provide residential care placements (including some educational provision), independent and non-maintained special school placements appropriate to the complex needs of children and young people resident in the Borough of Luton or in the care of the Council.

1.2 Legislative and policy context

The local authority has statutory responsibility for making educational provision for all children with statements of special educational needs and responsibilities for care under:-

- The Education Act 1996;
- Special Educational Needs Code of Practice 2001; and
- The Children Act 2006.

1.3 Expected outcomes

Children and young people in the Borough of Luton (including Looked After Children) will experience a positive living environment and education appropriate to their needs.

2. Scope

2.1 Service Description
Provision of residential care and school placements to children and young people with complex needs, including health needs, to which the local NHS service makes a contribution. Provision of residential care and school placements to children and young people with complex needs, including health needs, to which the local NHS service makes a contribution.

2.2 Service Relationships and interdependencies

- Children's Joint Commissioning Team (the Council and the CCG).
- Prevention and Early Intervention Services (the Council).
- The CCG

2.3 Brief Needs Assessment and Current activity data

As per the activities/figures spreadsheet (this is amended at times on a weekly basis dependant on the movement/needs of children and young people).

Overall previous years' numbers are shown below:-

2006/2007: 14; 2007/2008: 13; 2008/2009: 12; 2009/2010: 14; 2010/2011: 15; 2011/12: 15; 2012/13 (to December 31st 2012): 11.

While these figures appear to show only a slight increase over the last few years, there is clear evidence that the child population and the proportion of that population with significant and complex needs in Luton is increasing. It is likely that Luton's requirement for residential care and/or school placements will also increase.

3. Service Delivery

3.1 Service Model
Residential placements (including residential school provision) for pupils who also require health provision.

Residential placements (including residential school provision) that are made primarily on the basis of health needs.

These placements vary from 38 to 52 weeks per year. Boarding may be full-time or weekly.

3.2 Staffing
As appropriate/required by the children and young people and their needs. Staffing for this

service is provided by local authority and local health staff. These staff are not funded through this Pooled Budget.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

The Service is provided to all children with significant complex needs aged 0 – 18 resident in the Borough of Luton and children in the care of the Council wherever they live, whose needs cannot be met by existing provision or by an individualized package of support within the Borough of Luton. From April 2013 the Council will have financial responsibility for the education of all young people with significant SEN/learning difficulties and disabilities up to the age of 25. This means, therefore, that all young people 16 – 18 years with significant complex needs who meet the criteria will be funded through this S75 pooled budget. Prior to April 2013 there had been another funding stream for 16 – 18 year olds placed in specialist FE colleges.

4.2 Location(s) of Service Delivery

As per the attached activities/figures spreadsheet (this can vary, at times on a weekly basis dependant on the movement/needs of children and young people). Most placements (including schools) are outside the Borough of Luton.

4.3 Days and hours of operation

38 – 52 week placements (including residential schools).

4.4 Eligibility Criteria and Care Pathways

Care Management Panel, External Resources Panel, SPAG – 'Statutory Provision Assessment Group'.

4.5 Referral route

Referrals may come from education (through an annual review or as a result of a placement breakdown), through social care or through health. Initial recommendations are made by the relevant education, social care or health panel and then considered by External Resources Panel. However it is preferable that the process is multi-agency throughout.

4.6 Exclusion Criteria

Do not meet eligibility criteria, in most cases that child's needs can be met within Luton or by individualized package.

4.7 Response time and Prioritisation

N/A

5. Discharge Criteria and Planning

Review of placement, turning 18 (transition planning and the leaving care service/16 +/transition teams) or formal notice given.
6. Prices and Costs
The Council's contribution is £1,114,369 pa for 2013-14 The PCT's contribution was £508,637 pa for 2013-14.

Service	**Keech Hospice Care – Short Breaks/Palliative Care**
Commissioner Lead	**Name: Lindsey Barron** **Job Title: Short Break Development Manager** **Telephone: 01582 547978** **Email: Lindsey.barron@luton.gov.uk**
Provider Lead	**Name: Liz Searle** **Job Title: Clinical Director** **Telephone: 01582 497847** **Email: lsearle@keech.org.uk**

1. Purpose

1.1 Aims and Objectives

- To provide high quality, palliative care to children and young people aged 0 – 18 living in Luton and diagnosed as having complex health needs, a palliative, life limiting or life threatening condition.
- To provide high quality, family-centered care and palliative care for children and young people with life limiting or a life threatening condition.
- To provide high quality, family centered nursing support to disabled children and young people and those with a life threatening condition.
- To promote, encourage and support the use of palliative care pathway.

1.2 Legislative and policy context

- Children's Trust Short Break Strategy (2009 – 2014)
- Children's Palliative Care Strategy (2009 - 2014)
- Luton Clinical Commissioning Group, a Healthier Luton 2012
- Children & Young People's Plan 2009 (refresh 2012)
- Breaks for Carers of Disabled Children Regulations (2011)
- Equality Act 2010
- National Framework for Children and Young People's Continuing Care (DH, 2010)
- Commissioning of services for children with sever disabilities strategy (2009)
- Towards the best, together (NHS EoE, March 2009)
- Better Care: Better Lives (DH, February 2008)
- Making it Better for Children and Young People (DH, 2007)

- The Children's Plan (DH, 2007)
- The Children's Act 2006

- Every Child Matters: Change for Children (DfES/DH, 2004)
- National Service Framework for Children, Young People and Maternity Services (DfES/DH, 2004)
- Aiming High for Disabled Children (DCSF, 2004)
- Children with long term disability in the former Northern and Yorkshire Region, Parker et al, (NEPHO, 2003) www.nepho.org.uk
- Eastern Cancer Registry and Information Centre ECRIC www.ecric.org.uk/

1.3 Expected Outcomes

- To provide high quality palliative care services to families of children with disabilities and/or life limiting conditions, including those with moving and handling needs that require equipment and adaptations.
- To provide individualised holistic family centred care that supports patient choice and is based on assessed need.
- To support the extended family of patients through pre and post bereavement support programmes based on best practice models and examples.
- To be fully integrated and involved in the patient pathway through the use of evidence based communication and care tools (e.g. CAF, MDT, Case Reviews, Care Panels, ACT Care Pathway, etc.).
- To ensure service delivery as a minimum complies with Care Quality Commission Standards and CHKS Accreditation Criteria.
- To provide and contribute to Cancer, Palliative and End Of Life Care education and training programme that meets and develops the local workforce needs across Luton.
- Services are reliable, easily accessible, responsive and flexible
- Families are consulted with regularly on quality and choice of provision

Expected Outcomes including improving prevention

- Patients and families will receive a holistic assessment covering such domains as

physical, social, psychological, spiritual and emotional needs.

- Patients will have their symptoms controlled to a level acceptable to them.
- Children and their families will have a choice in the place where end of life care is provided and will be supported by an expert workforce;
- Other providers of palliative care are supported and enabled to develop their practice and skills to give patients wider choice and accessibility to palliative care in generalist settings.

2. Scope

2.1 Service Description

Keech Hospice Care will support and enhance the existing acute and community services (Children's Community team, Continuing Care teams, L&D Paediatrics) working in partnership to provide.

- Loss and bereavement if necessary.
- Training for parents, carers and other staff around palliative care.
- A link between families and other healthcare professionals, school and social services.
- A link to residential palliative care support via Keech Hospice Care, this will be achieved by regular attendance at Hospice Multi Disciplinary Team, referral meetings and Hospice Community Nurse meetings.
- Telephone advice for any queries regarding palliative care of child and family.
- Information leaflets about palliative care and any special treatments used (e.g. syringe drivers)
  - Flexible day care packages to include a range of therapies including music, art, and sensory stimulation.
  - Transport for children to and from the hospice where parents are unable to do so
  - Support for young people in transition from children to adults services
  - A link between the children with disabilities social care team through member attendance at the Joint Allocation Panel & Resource Allocation panel.
  - Timely advice and information to families telephone advice for any queries regarding care of children and young people.
  - Collate monitoring information to evidence outputs, outcomes and submit quarterly data returns as agreed with commissioners.

- Copy of current audited accounts when requested.

2.2 Service Relationships and interdependencies

- Children's Joint Commissioning Team
- Children with Disabilities Social Work team
- Childrens' Transition Team
- Children's Community Nursing Team
- Children's services/midwifery services and Neonatal services, Luton and Dunstable hospital, NHS FT.
- General Practices
- Site and/or condition Specific Clinical Nurse Specialist/Oncologist
- Tertiary Centre Palliative Care Teams (Addenbrookes and Great Ormond Street Hospitals)
- Voluntary sector
- Paediatric symptom management specialists
- Neuro-disability Specialists
- End-of-life/Child Bereavement and Trauma Services (CHUMS)
- Patients
- Families/Carers
- Out of hours services
- Interpreting Services
- Macmillan
- Marie Curie

2.3 Brief Needs Assessment and Current activity data

The Table above shows Occupancy against Contract as at Quarter 3

Keech have been experiencing problems fulfilling their funded contract bed nights due to a shortage of nursing staff. Steps are being taken to resolve these issues.

Occupancy of children at Keech vs contract LY, YTD and FY Forecast									
	2009/10	2010/11	2011/12	2012/13					
TOTALS	FY	FY	FY	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD	FY Forecast
Number of block purchased bed nights / Day Care Sessions per year	200	183	240	60	60	60	60	**180**	240
Number of **Funded** bed nights	133	114	230	32	43	14		**89**	119
Number of **Funded** Day Care Sessions			43	6	3	0		**9**	12
Total Funded Sessions			273	38	46	14	0	**98**	131
% of total contract:	66.5%	62.3%	113.8%	63.3%	76.7%	23.3%	0.0%	**54.4%**	54.4%

3. Service Delivery

3.1 Service Model

The service is provided based on an integrated whole health and social care model that works across acute, community and primary care settings. organisations (Luton Community and Primary Care, Luton and Dunstable Hospital and South Beds area of NHS Bedfordshire).

3.2 Care Pathway(s)

Following initial assessment patients follow planed pathways of care according to need, the diagnosis and agreed treatment plan.

3.2 Staffing

All staff and volunteers employed by Keech Hospice will fulfill the following criteria:

- Qualified staff are registered with their relevant professional body
- Qualified staff are required to keep an up to date continuing professional development (CPD) portfolio
- Qualified staff meet knowledge and skills competencies appropriate for the post
- All staff are required to attend mandatory training including Health & Safety, Safeguarding and Risk Management.
- Satisfactory enhanced CRB checks completed.

3.3 Sub contractors

Keech Hospice Care is supported by a team of volunteers. These voluntary support services provide comprehensive care support, bereavement support throughout the hospice.

The Recruitment process for volunteers mirrors that for employed staff including references and CRB checks.

The Charity has agreements with the Luton & Dunstable NHS Foundation Trust to provide occupational health support for staff and pharmacy supplies (mainly controlled drugs) and support to the clinical areas.

The charity has agreements with a local pharmacist for the supply of non-controlled medicines.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

The service provides support to those children who meet the access criteria and are registered with a Luton GP/resident of Luton Borough Council.

Location(s) of Service Delivery

Keech Hospice Care childrens in-patient unit and day hospice is located at the Keech Hospice Care site. The address is:

Great Bramingham Lane
Streatley, Luton
Bedfordshire
LU3 3NT

The outreach team provides support in the home environment across the locality.

4.2 Days and hours of operation

Inpatient Service	24/7/365
Day hospice service	Monday – Friday 10am – 3pm
Palliative Care Advice Line	Out of Hours 5pm to 9am inc weekends (available anytime)

4.3 Eligibility Criteria and Care Pathways

The service must ensure equal access for all children and young people irrespective of their age, gender, religion or belief, race or disability (learning and/or physical) subject to the agreed to the locally determined referral routes.

The service must have pathways in place to manage children and young people who require

a assessment and related provision.

There shall be appropriate access for children and young people with physical disabilities to toilets and play areas. The service shall make provision for children and young people who may be reliant on alternative/augmentative communication or require an interpreter.

Arrival may be by foot, by car, by public transport or by ambulance.

4.4 Exclusion Criteria

- Anyone over the age of 18 years
- Anyone who does not a resident of Luton and/or registered with a Luton GP

4.5 Response time & detail and prioritisation

Referrals are prioritised according to the order in which they are received and the perceived needs of the family. All referrers will be responded to within 2 working days to acknowledge receipt of referral.

5. Discharge Criteria and Planning

5.1 Discharge Criteria

The following procedures are undertaken prior to and on discharge of each patient.

- Holistic assessment, completion of care intervention
- Discussion and closure with family and child
- Documentation of discharge patient records with contact numbers
- Referral back to key worker or onward referral to other services depending on need.
- Discharge confirmation letter to all relevant professionals

5.2 Self Care & Patient and Carer Information

- Patient information in line with DoH patient information pathway
- Access to Carer Support programme with an additional ongoing Carer Support Group via Keech Hospice Care.

6. Prices and Costs

Short Breaks - 240 bed nights @ £300 p/night = £72,000.00

Basis of Contract	Unit of	Price	Expected Annual

	Measurement		Contract Value
Short Breaks	**Day care/ overnight care**	**£300.00 per night**	**£72,000.00**
Palliative Care	**Day bed/ overnight**	**£300.00 per night**	**£49,000.00**
Spot Purchase Step Down Bed	**Day bed/overnight**	**£350.00 per night**	**unknown**
Fixed Additional Funding	**Advice line/ maintaining services**	**£68,000.00**	**£68,000.00**
			189,000.00

Service	**Paediatric Integrated Occupational Therapy Service**
Commissioner Lead	**Name: Paula M Doherty** **Job Title: Children's Joint Commissioning Manger** **Telephone:** 01582 548217 **Email:**
Provider Lead	**Name:** SEPT Community Services **Job Title:** **Telephone:** **Email:**

1. Purpose

1.1 Aims and Objectives

Children and young people receive an integrated health and social care service. As an integrated OT service a child and their family can expect to receive their care from one OT.

The overall aims and objectives of the service are to improve opportunities for children by:

- The overall aim is to provide an equitable service, which is both effective and efficient within available resources, which will be of value and meets the needs of those referred.
- Supporting the integration and inclusion of children and their families within the environments they move between (including the provision of specialist equipment and adaptation of buildings)
- Increasing child's independence and/or supporting parent/carer in the management of daily living tasks.
- Encouraging and supporting developmental progress and skill acquisition.
- Supporting and improving hospital discharge
- Supporting and facilitating access to the educational curriculum
- Educating and empowering parents/carers and school staff to support the above aims.
- Supporting the transition of young people in to adult services

1.2 Legislative and policy context

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- Luton Clinical Commissioning Group, A Healthier Luton 2012

- Children & Young People's Plan (LBC 2009 Refresh 2012)
- 2020 Children and Young People's Workforce Strategy (DCFS 2008)
- Every Child Matters: Change for Children (DfES 2004)
- Children Act 1989 and 2004
- Carers an Disabled Children Act 2000 and Carers (Equal Opportunities) Act 2004
- Professional Standards for Occupational Therapy Practice (College of Occupational Therapists 2003)
- Guidelines for Good practice (National Association of Paediatric Occupational Therapists September 2000)
- Part 1 of the Housing Grants, Construction and Regeneration Act 1996

1.3 Expected Outcomes

- Increased access to community environments (eg schools, homes, respite, holiday clubs, hospital discharge).
- Increased child choice and parental engagement in service provision.
- Increased education of and support of parents.
- Supported care of disabled children in their homes.
- Supporting disabled children in attending school.

2. Scope

2.1 Service Description

The Paediatric Occupational Therapists (OT's) work with children and young people who have physical disabilities, co-ordination difficulties and associated learning difficulties, and meet the services' criteria. The Occupational Therapists assist paediatricians and multi agency teams in reaching a working diagnosis. Following service care pathways they treat the specific problems of children with poor gross and fine motor co-ordination and visual perceptual difficulties where they have significant impact on activities of daily living skills e.g.) washing, dressing, eating, toileting; play and leisure activities; and accessing the school curriculum i.e. ability to participate in school lessons or move around the school building.

2.2 Service Relationships and interdependencies

- Other health acute, community and primary care services
- Education
- Social Care
- GPs
- Student Assessment Service

- Education Property Dept
- Others specific to child and family needs e.g. interpreters
- Wheelchair Services
- Community Equipment Services
- Adult OT Services

This list is not exhaustive.

2.3 Brief Needs Assessment and Current activity data

Service line reporting requested. Service Development Plan to undertake review of service in 2013/14 contract.

3. Service Delivery

3.1 Service Model

The service provides assessment and treatment of children (individually and in groups). Delivery includes consultation, advice and training and support to parents/carers and school based staff, assessment and prescription of specialist equipment including bathing, toileting, seating etc. children are seen with a range of difficulties from minor developmental difficulties to complex and sever disabilities.

Interventions provided by the occupational therapist may be in the areas of:

- Motor skills
- Handwriting
- Visual perceptual skills
- Sensory skills and processing
- Interdependence skills
- Dressing
- Mealtimes
- Advice on adapted/specialist toys and play
- Consultation and advice on minor modifications and building adaptations at home and school

3.2 Staffing

All qualified staff are registered with the HPC and are required to keep an up to date continuing professional development (CPD) portfolio. All staff are required to attend mandatory training including Health and Safety Safeguarding and Risk Management and meet knowledge and skills competencies for the post as outlined in the Knowledge and Skills

Framework.

Have requested service line reporting from provider.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

The Paediatric Occupational Therapy Service serves those children who are registered with a Luton GP/resident of Luton Borough Council.

4.2 Location(s) of Service Delivery

There are bases within Luton. Premises for the Occupational Therapy team to undertake office work, treatment of children, secure storage of clinical notes, together with IT support and clerical support. The Service provides input to a large range of settings across the county. Wherever possible, patient's preference and clinical suitability influence location of treatment. This includes:

- Liverpool Road Health Centre (LRHC)
- Patients own home
- Mainstream Schools & Nurseries
- Special Schools (Ridgeway, St Johns, Sunnyside, Glenwood and Hillcrest)

Days and hours of operation

Office hours Monday – Friday.
Bank Holiday cover is minimal.
There is no on call arrangements, however during holiday times arrangements are in place to ensure junior staff are able to access supervision and support if required.

4.4 Eligibility Criteria and Care Pathways

Children must have a developmental, medical, educational or functional difficulty and/or safety concern.

Referrals can come directly to the service via Health/Education Professionals and Early Years Support Team or Sensory Impairment and Music Therapy Team.

Patients can self refer back into the service within 6 months of discharge regarding the same functional area of difficulty that they were originally referred for.

Patients with a deteriorating condition can self refer back into the service at any time before the age of 18 if in mainstream school or 19 if in special school; or up to when they leave full time education, whichever happens first.

4.5 Exclusion Criteria

- Children/young people must live within Luton Borough Council boundaries and/or registered with a Luton GP
- Children must be under 16yrs, or under 19yrs if attending a special school.
- Any child not meeting the referral criteria

4.6 Response time and prioritisation

The service will meet the National 18 week referral to treatment targets:

5. Discharge Criteria and Planning

- No further intervention is required following assessment.
- Treatment completed.
- DNA or CAN policy applies.
- Parent/Carer requests discharge.
- Young person reaches the age of 16yrs (in mainstream education) or 19yrs (if attending a special school)
- Family moves out of the area.
- Parent/Carer or school raises no concerns after one month of intervention ceasing.
- Child death.
- Transfer to Adult OT Service

6. Prices and Costs

The CCG Contribution for 2013/14 is £333,601.

The Council's contribution for 2013/14 is £83,056.

Service	**Paediatric Integrated Speech and Language Therapy**
Commissioner Lead	**Name: Paula Marie Doherty** **Job Title: Children's Joint Commissioning Manager** **Telephone:** 01582 548217 **Email: paula.doherty@luton.gov.uk**
Provider Lead	**Name:** SEPT Community Services +?LBC **Job Title:** **Telephone:** **Email:**

1. Purpose

1.1 Aims and Objectives

The primary aim is to provide an equitable, effective and efficient service, within available resources, which will enable children and parents/carers to have easy access to a whole system seamless service in which they have confidence.

Aims

- First contact care -assessment, diagnosis and the provision of an agreed package of care tailored to the clinical needs of the individual including treatment, support, strategies and appropriate advice
- Health promotion & preventative work including voice care and Healthy Child Programme
- Training to patients, parents/carers and other professionals in promoting communication skills and safe feeding strategies, including the development of collaborative training packages.
- Quality assurance including clinical supervision and reflective practice
- Multi disciplinary and inter agency working e.g. to achieve communication and/or feeding targets that contribute to the wellbeing of children registered to the Service including a role in Safeguarding Children

Objectives

- To ensure early identification of communication and swallowing difficulties following referral.

- To ensure accurate assessment and diagnosis of communication and swallowing difficulties and their underlying causes, where possible.
- To ensure that all patients have an Individual Care Plan with outcomes which have been agreed with the patient, parent / carer
- To determine a programme of treatment when appropriate for each individual patient.
- To determine appropriate skill mix for each programme of treatment.
- To advise and support patients and carers and act as an advocate if appropriate
- To promote understanding of the aetiology, nature and management of communication and swallowing difficulties with patient/carers and other professionals.
- To promote good practice which helps to prevent communication problems and related disorders.
- To ensure ongoing liaison and support networks with medical, social care and education colleagues, thereby facilitating appropriate intervention.
- To provide appropriate education facilities for the clinical training of undergraduate Speech and Language Therapy students and observational sessions e.g. for, paediatric registrars.
- To set and monitor standards of care and practice, in order to maintain a high quality service.
- To measure and evaluate outcomes to ensure appropriateness and effectiveness of intervention.
- To ensure continuing professional development within the Service and enable ongoing post-graduate training and research opportunities.
- To respect the dignity, confidentiality and patients choice to all those seen within the service.
- To treat everybody with equality, irrespective of ethnic or social origin.

1.2 Legislative and policy context

Resource Manual for Commissioning and Planning services for SLCN(RCSLT 2010)

Communicating Quality 3: Guidance on best practice in service organisation and provision (RCSLT 2006),

The localised version of RCSLT Clinical Guidelines (2005)

Position Papers and the Reference Framework: Underpinning Competence to Practice (2003)

S&LT Intervention Options and Process Leading to Differential Diagnosis (2008)

Every Child Matters (DCFS 2003)

Common Assessment Framework (2006)

Children's National Indicator set (2007 Every Child Matters)

Aiming High for Disabled Children (2007)

The Child Health Strategy (DH 2009)

The Children's National Service Framework (2004).

1.3 Expected Outcomes

- Normal communication wherever possible
- Achieve safe swallowing wherever possible
- Communication potential maximised where normality is not possible
- Patients and/or carers enabled to participate in and understand treatment options, including associated risks
- Improved life chances/self esteem
- Increased number of patients/carers enabled to self manage their difficulties where appropriate

2. Scope

2.1 Service Description

The Speech and Language Service (S&LT) works across the whole of Bedfordshire providing help in acute , community and education settings to children. Staff work across locations and SLAs to provide an integrated, seamless service (across secondary and primary care) that

has flexibility, enabling skill mix and countywide access to specialist knowledge and skills The service also undertakes a role in providing training and specialist support to those working with children and young people in schools, residential units and other settings, so that non specialist staff are able to provide an appropriate level of support and input.

2.2 Service Relationships and interdependencies

The S&LT service cannot work in isolation and must work with partners to address the needs of the child and family increase the possibility of the child achieving optimum outcomes. Partners will include:

- Other health service areas
- Education
- Social Care
- Voluntary Sector
- GPs
- Interface with universal services

This list is not exhaustive

2.3 Brief Needs Assessment and Current activity data

Over performing against contract. Service Development Plan to undertake review of service in 2013/14 contract.

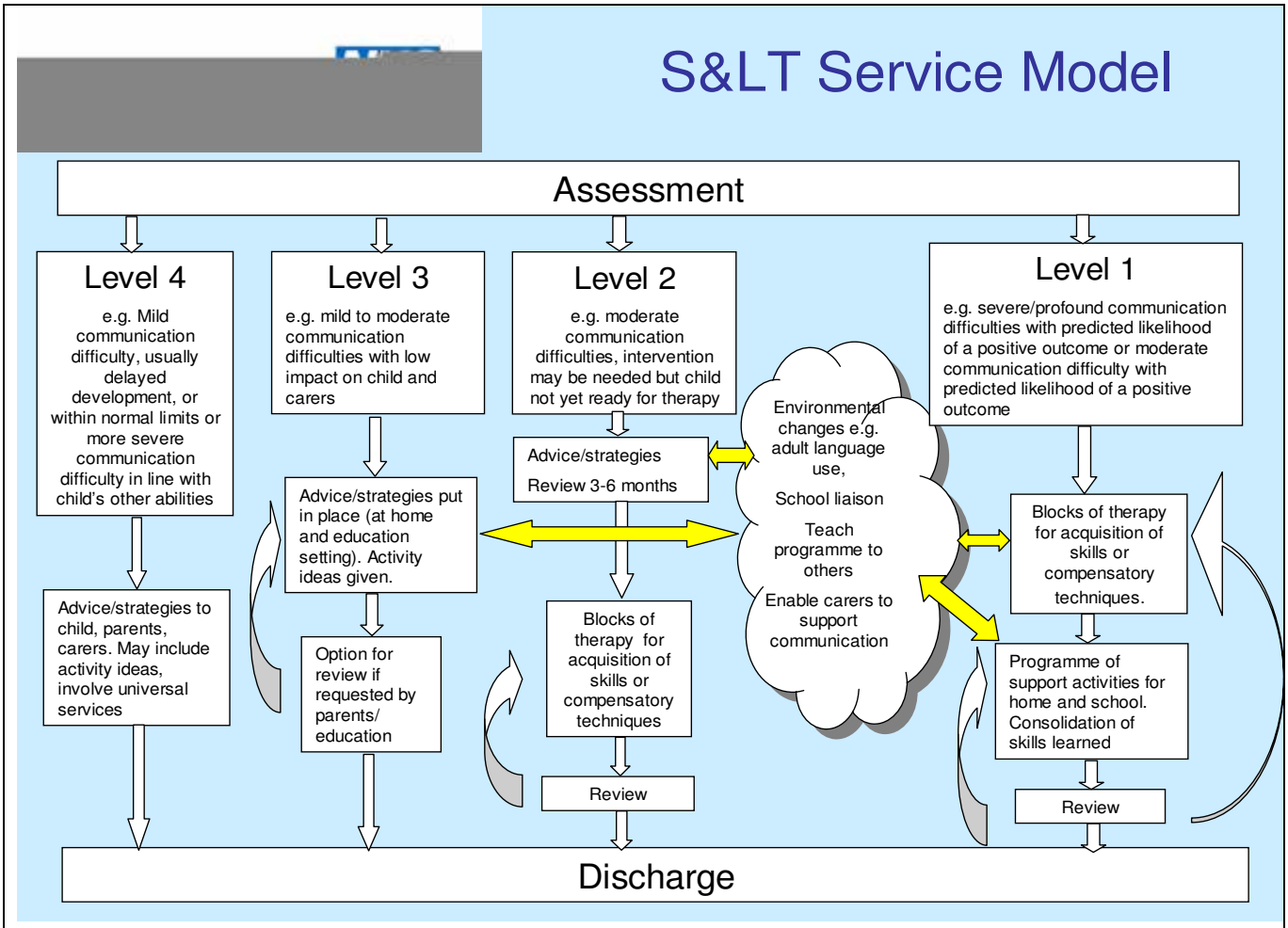
Case Mix: Children (0-16 years or 0-19 years in special education), including children with moderate or severe physical disability and/or learning disabilities. Children referred to the service may have:

- Difficulty with producing and using speech sounds
- Difficulty in understanding and/or using language
- Difficulties with eating, drinking or swallowing
- A stammer
- Problems with voice production
- Hearing impairment

Any of the above problems associated with a learning and /or physical disability, autistic spectrum disorder or a hearing impairment

3. Service Delivery

Service Model



3.2 Staffing

All qualified staff are registered with the HPC and are required to keep an up to date continuing professional development (CPD) portfolio. All staff are required to attend mandatory training including Health and Safety Safeguarding and Risk Management and meet knowledge and skills competencies for the post as outlined in the Knowledge and Skills Framework.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

The Paediatric S&LT Service will accept referrals regarding patients registered with a Luton GPs.

4.2 Location(s) of Service Delivery

The Paediatric Service (including learning disabilities and physical disabilities) provides input into the following locations:

- Health Centres and Clinics
- GP Practices
- Child Development Centre
- Mainstream Schools and Nurseries as appropriate
- Clients' homes (where appropriate).
- Language Provisions
- Special Schools
- Social Care Nurseries

4.3 Days and hours of operation

Monday – Friday 9.00 – 17.00 appointments may be offered outside these times in some settings

4.4 Eligibility Criteria and Care Pathways

Pre-School Children Definition: Speech, language and communication needs in pre-school children refer to all children prior to entry to primary level education (typically under five years old). Communication includes the understanding and use of language, speech sounds, dysfluency, voice, social communication.

Criteria:

- Development of any aspect of communication is delayed, in the absence of any other identified difficulty, such that the child is unable to achieve functional communication.
- Development of any aspect of communication is disordered i.e. not following any recognised developmental pathway, in the absence of any other identified difficulty, such that the child is unable to achieve functional communication.
- Development of any aspect of communication is at a level significantly less than their other abilities such that the child is unable to achieve functional communication

Feeding Difficulties (Dysphagia) Definition: Identification and management of risks to babies, pre-school or school-aged children as a result of Dysphagia i.e. not a feeding difficulty

arising from behavioural factors such as avoidance.

Criteria:

- Child is at risk of aspiration and subsequent respiratory infection
- Child at risk of hospital admittance due to respiratory illness
- Child is at risk of choking
- Child is at risk of poor nutrition and weight loss

School Age Children (5-16 years or up to 19 years if at special school) Definition: Children attending:

- A mainstream school and having a Statement of Special Educational Need
- A mainstream school
- A specialised provision attached to a mainstream school e.g. hearing impairment provision, language provision
- A special school

Criteria:

- Development of any aspect of communication is delayed at a level significantly less than their other abilities, such that the child is unable to achieve functional communication.
- Development of any aspect of communication is disordered i.e. not following any recognised developmental pathway, in the absence of any other identified difficulty, such that the child is unable to achieve functional communication.

4.5 Exclusion Criteria

Children attending a school in Luton who are new to the service and do not have a Luton GP – except where there is a duty of care (special schools, etc.)

4.5 Response time and prioritisation

- Prioritisation (triage) for intervention is based on the initial referral assessment using a common framework
- Routine initial appointments are offered within 18 weeks of receipt of referral.
- Urgent initial appointments (patients with swallowing difficulties) are offered an appointment within 10 working days of receipt of referral.
- Children subject to an Early Support family plan will be seen within 12 weeks

5. Discharge Criteria and Planning

- The child has moved out of the area
- The aims of intervention have been achieved.
- Communication and/or swallowing issues are no longer a priority for family/child
- The individual has reached a point where they are able to self manage their condition.
- Individual and/or carer non-compliance.
- Intervention not indicated at the present time.
- The patient/carer has failed to attend appointments and will therefore be discharged in accordance with local policy.
- Upon discharge, the service will communicate the discharge to the patient's GP and associated professionals including the original referrer to update.
- Transferred to appropriate adult service

6. Prices and Costs

The CCG's contribution for 2013/14 is £390,888

The Council's Contribution for 2013/14 is £34,405

Service	**Specialist Early Intervention Child and Adolescent Mental Health Service *(working name only)*South Essex Partnership Trust (SEPT).**
Commissioner Lead	**Name: David Bruce** **Job Title: Head of Integrated Commissioning Team, Children and Families, Luton Borough Council/ Luton Clinical Commissioning Group** **Telephone: 01582 548177** **Email: David.bruce@ntlworld.com**
Provider Lead	**Name: Sharon Hall** **Job Title: Associate Director CAMHS, South Essex Partnership NHS Foundation Trust (SEPT)** **Telephone: 01268 247 110** **Email: sharon.hall@sept.nhs.uk**

1. Purpose

1.1 Aims and Objectives

Aim

The overall aim of the **Specialist Early Intervention CAMHS** is to improve the mental health and emotional wellbeing of children and young people, who are identified to have either a diagnosable mental health disorder or emotional health issues accompanied by defined risk factors. The service will deliver mental health consultations, assessments and treatment packages as well as training for professionals. In particular the service will be for children and young people with significant additional needs to prevent escalation of needs to more specialist services where possible e.g. Core CAMHS and Specialist Family Support Service.

Objectives

Context statement:

The objectives set out below are the initial commissioning intentions that will be used to commence this schedule. These will be reviewed on a bi monthly basis as the service develops and will be adapted on the agreement of both partners as required. It is anticipated that there will be a transitional arrangement from the current Early Intervention and Prevention CAMH service to the new model of delivery and in order to ensure the existing partnerships that have been forged with schools are managed carefully, it is expected that the new service particularly in relation to the schools, which is linked to the development of the trading of services, will be operational by September 2013.

At this stage it is difficult to predict the potential demand on the new service and where to prioritise. In this first phase of implementation, the service will work to the objectives and referral criteria specified in this document, **but at all times the greatest focus on attention will be made to those children and families with highest level of need** (i.e. Domestic Abuse, Child Protection and those on the edge of child protection, Children in Care and those on the edge of care, providing targeted work with preschool children and their families particularly in Children's Centres, and by training to help frontline staff and management to identify, work with and refer on appropriately, the most vulnerable families.

Furthermore during 2013-14, with the anticipated agreement of the Section 75 pooled budget, between LBC Children and Learning and Luton CCG funding for emotional and mental health and wellbeing services, this schedule would be reviewed to design a whole service delivery model working across Tier 2 and 3 provision of services.

1 To identify and support the most vulnerable infants, children and young people in community settings including Children's Centres, Schools and Pupil Referral Units, working across the 0-18 age range using the agreed priority referral criteria (see 4.4).

2 To provide consultation and training across the workforce and to include:

- Health Visitors and other staff such as GP's, Nursery Nurses and School Nurses, LAC Nurse and Children's Centres staff, to enable these professionals to be up-skilled and better equipped to support the emotional health and wellbeing needs of the most vulnerable infants, children and young people
- training and consultation to Luton's Contact Centre workers to increase the skills of staff undertaking assessed contact between parents and children in care, thereby contributing to parenting assessment work.

3 To strengthen joint working between social work practitioners (in both the Specialist Family Support and Prevention and Early Intervention services) and CAMHS professionals by providing consultation, training, group systemic supervision, contribution to initial and joint assessments where appropriate, including suitability of placements, and transfer to Core CAMHS where and when needed. This should contribute to the strategic priority to reduce the number of children in care being placed outside Luton.

4 To contribute to multi-agency assessments that may be presented to court at a later stage, if the outcome of the assessment is to initiate care proceedings or if the assessment has been requested from the LA during care proceedings. This should assist to reduce delay in court. Further work will be undertaken to understand the full implications of this objective through joint working with social care specialists.

5 To provide consultation and short term therapeutic interventions to address emotional and attachment issues to children in care and care leaver. Those children and young people assessed to require longer term therapeutic interventions will be referred to Core CAMHS. The use of the SDQ to provide early identification of children in care who may have identified needs will be increased through the development of a joint pathway with social care and Cambridge Community Services.

6 To provide dedicated support to Luton's foster carers, this will include providing specialist training programmes, and also easy access to advice from CAMHS professionals (best methods for engagement to be agreed with foster care service). This will contribute to placement stability.

7 To provide clinical advice into any decision to commission a therapeutic intervention for a child or young person placed outside Luton. The expectation is that assurance will be provided that the service is appropriate, will make a difference and represents good value for money.

8 To pilot a model of trading some of the **Community CAMHS Early Intervention Service** to school. Specifically this is to offer schools a package of support, below the thresholds for Specialist Early Intervention Service provided to schools as part of the Early Intervention Strategy.

9 To contribute to the development of comprehensive integrated emotional and mental health and wellbeing care pathway with partners aligned to the Early Intervention Strategy, to enable all practitioners to understand referrals routes, the pathway and provision. It is expected that this care pathway would be agreed by September 2013.

10 To contribute to the development of a performance framework by April 2013 to enable this contract to be effectively monitored and evaluated.

1.4 Legislative and policy context

- Early intervention is at the heart of the Government's approach to improving outcomes for children and families. This is set out clearly in the Public Health White Paper ***Healthy Lives, Healthy People (2010)*** and the mental health strategy ***No Health without Mental Health (2011),*** as well as the recommendations of Graham Allen's ***Review of Early Interventions*** **and** ***Early Intervention: The Next Steps 2011).***
- The ***NHS Mandate (2012)*** states that it will support children and young people with mental health needs, receive the right services, at the right time and intervening early, particularly in the crucial childhood and early years.
- Statutory Guidance on ***Promoting the Health and Wellbeing of Looked after Children*** (2009) provides Guidance for local authorities and their partners on the delivery of services to promote the health of looked after children and young people, including their mental health and emotional wellbeing.
- The ***Munro Review of Child Protection: Final Report - A child-centred system*** **(2012)** sets out recommendations on improvements to social care services with a focus on the experience of the child. The importance of identifying and then supporting the emotional and mental health needs of the child and family is recognised as an important element of the service provision.
- The national **Healthy Child Programme** provides the framework for the delivery of child health

services from 0-19 years. The intention is to provide an universal service with a progressive universalism approach, for identifying and providing service for those families and children and young people with additional needs. The programme identifies the importance of emotional and mental health wellbeing from the antenatal period, during the early years of life and through adolescence.

- **Keeping Children and Young People in Mind** (2010) is the government's response to the independent review of CAMHS and makes a series of 20 recommendations to improve the quality and consistency of CAMHS services.
- **The Children and Young People's (CYP) IAPT Project** is a Service Transformation Project for Child and Adolescent Mental Health Services (CAMHS). The focus of CYP IAPT is on extending training to staff and service managers in CAMHS and embedding evidence based practice across services, and making sure that the whole service, not just the trainee therapists, uses session by session outcome monitoring.
- **Completing the revolution - Transforming mental health and tackling poverty (October 2011) Centre for Social Justice's report**
- **Relevant NICE guidance (e.g. Early years 2012)**

1.5 Expected Outcomes

To date, regular performance information available from SEPT on CAMHS provision has been poor. However, annual evaluation reports on the service have been produced. From April 2013, it will be expected that regular performance reporting against process, outputs and outcomes will be undertaken with commissioners.

A steering group will be established, which will meet bi monthly to monitor and review the implementation plan including performance data of the new service.

SEPT is expected to develop monitoring and evaluation systems to demonstrate progress towards these outputs and outcome measures It is expected that a performance framework will be agreed by April 2013 and quarterly reports will be available.

As part of the implementation of CYP IAPT, the use of Routine Outcomes Measures is being rolled out across the service and it will be expected that the steering group will be provided with a) regular updates on the implementation of this model across the service. b) at the end of the year a final report summarising the outcomes data.

The measures below are indicative of the information SEPT will be asked to provide, further additions and amendments to be agreed..

Process data

- Information on the number of clinicians and other staff working in the team including actual and whole time equivalents, competencies and skill mix, for May 2013
- Activity figures showing number of consultations and other activities for each practitioner

- Data on traded services model with schools
    - number of schools
    - type of schools i.e. primary, secondary, Academy,
    - type of offer commissioned

Output data

Training general

- Training data, to include
    - who e.g., Health Visitor , Children's Centre staff, Contact Centre Staff , other
    - a description of what training is offered
    - numbers and details of attendees
    - Feedback on impact of training at 3 months/ 6 months

Referrals

- Data on referrals to the Specialist Early Intervention service
    - Total numbers
    - age
    - gender
    - ethnicity
    - presenting criteria
    - referral source
    - length of intervention
    - type of interventions provided.
    - average waiting times between referral and first appointment
    - Who else involved (TAF)?

Social care general

- number of multi agency assessments involved with, to include originating team
- number of cases where joint work undertaken , to include originating team i.e. SFS or PEI, CC etc
- number of foster carers offered support by
    - enrolment to and completion of accredited training programme with Open College Network
    - other short term training provision as identified by fostering team

- other mechanisms, to be agreed

Children in care specific

- Number of CIC being seen by
  - Specialist EI CAMHS
  - Core CAMHS
  - Age of child
  - type of intervention (may need some help here to define this)
  - outcomes for this group disaggregated from overall outcomes data?
  - What else?
- Waiting time for CIC to be seen
- Information from LAC health assessment from SDQ on emotional and mental health needs? (This is dependent on the information being sent over by the LAC nurse but we would want to see an improvement in this process over the year.)

Outcomes

1. Outcomes measures known as "Routine Outcome Measures" are being implemented in the CAMHS service as part of CYP IAPT. This is to be evidence by in terms of outputs:
   - 70% of clinicians will have completed one set of outcome measures by Sept 2013
   - 90% of clinicians will have completed one set of outcome by January 2014
2. At the end of the year, it is expected that a **full end of year report on the outcomes** provided by the service will be made available for commissioners.

{For children under four years a more appropriate outcome framework will be developed incrementally}

3. Undertake two separate service users' reviews.
   - The **first** to focus on Children in Care and Care Leavers and the professionals working with this client group on their experiences of the service. This is to be completed by Feb 2014
   - The **second** to be undertaken with service users who are receiving interventions as part of the new Early Intervention service to include both children and young people and with the professionals working in Early Intervention services. This is to be completed by Feb 2014

4. Present a range **of case studies** where you can evidence by joint working and /or focus on provision of early intervention services you have been able to prevent escalation of needs requiring more complex and costly interventions and that you have improved the outcome for the child and family. The templates for these will be agreed with commissioners.

2. Scope

2.1 Service Description

Deliver an integrated, borough wide, 0 to 18 **Specialist Early Intervention CAMHS service** to children and young people including mental health consultation, assessment, short term therapeutic interventions and training to professionals. The service will provide interventions in community settings as part of the wider children's workforce in the delivery of **Luton's Early Intervention Strategy.**

The service will work with children, young people and families who are identified through agreed risk factors (see 4.4, page 12) or where there are significant moderate mental health concerns for infants, children and young people but for whom they would find accessing clinic based services challenging (i.e. traditionally called 'hard-to-reach', including BME groups).

The **Specialist Early Intervention CAMHS Service** will be required to lead in the development of an integrated care pathway in collaboration with other partners, so ensure there is an effective referral and pathways for children and families into the service and if needed, referral mechanisms to CORE CAMHS.

2.2 Service Relationships and interdependencies

- **Luton's Early Intervention Strategy** ~ **Phase one** (2011) provides the strategic direction for how Luton's Children's Trust Board partners are refocusing their services to ensure the best outcomes for all children and young people. The Early Intervention Strategy provides a model for delivery integrated services focusing on not on the early years of life, but also through the earlier identification of children with additional needs using a risk assessment framework, the Common Assessment Framework (CAF). The strengthening of the Team around the Family model for progressing integrated working is another key element of the strategy.

  Children with emotional and mental health needs are likely to be identified through a number of routes including the CAF, in schools through the School Liaison Meetings and other mechanisms, such through initial assessments and by health professionals etc. The need to align CAMHS Specialist Early Intervention Service to the wider delivery model for Early Intervention is seen as essential part of the implementation plan (see 3.1).

- As part of the national Troubled Families programme, Luton is developing its own delivery model known as the **Stronger Families programme** building on the Early Intervention model. It is aimed at families with a high level of needs as identified by the following risk factors: parental worklessness, persistent school truancy, antisocial behaviour, families with children on the edge of care or in care, families with children on the edge of child protection services or on child protection plans and families with repeat police contact. The risk factors identified for the

prioritisation are aligned to those in this schedule.

The programme is still relatively new and is working to provide multi-agency assessments and solutions tailored to individual families, and seek to use a range of intensive services to enable young people and their families to turn their situation around and start to thrive. The aim is to deliver a significant shift from high end expensive services through preventive intervention, with longer term savings to the Council and its partners. Families identified as part of this cohort are likely to have increased needs for emotional and psychological services, as well as evidence based parenting programmes.

- As part of the changing relationship of Local Authorities with Schools and Academies, the **Local Authority is now trading a range of services to schools**. As part of the remodeling of Specialist CAMHS Early Intervention Services, a trading arrangement is to be piloted, offering to schools the opportunity to purchase additional **Community CAMHS Early Intervention Services** below the thresholds set out in this schedule.
- Luton's **Children in Care Strategy** (2010-2012) sets out five priorities for improving outcomes. Two of particular relevance to this service specification are the following:

    1. Improving the **health outcomes** for children in care/ care leavers
        - Health outcomes for this group of children are recognised nationally as poor, and in particular there is likely to be a high demands for emotional and mental health services.

    Access to CAMHS services for children in care is seen as a priority and it would be expected that this group of children and young people would be able to access to short term therapeutic interventions to address emotional and attachment issues through Specialist Early Intervention CAMHS. In addition, it is expected that medium to long term therapeutic interventions for children in care with moderate to severe mental health issues will be provided by the Core CAMHS Team. This will be monitored very closely.

    2. Ensure children and young people are in **stable and suitable placements** by improving placement choices by:
        - Developing the skills and knowledge of foster carers to support the emotional needs of the children, will assist carers to provide high quality placements, even for some of our most challenging children. This is essential to maintain the stability of placements for children and to minimalise the need to identify specialist placements with Independent Fostering Agencies, some of which are Out of Borough.
        - Reducing the time care proceedings take, can have a significant impact on a child, in terms of agreeing the most appropriate care plan. The involvement of **Specialist CAMHS Early Intervention Services** in contributing to high quality multi agency assessments should help to reduce court delay and enable decisions to be more swiftly.
- As part of the continual Improvement Programme within the Local Authority Children's Services, work is underway to build on the recommendations from the Safeguarding and Looked after Children Inspection (2012) and to implement **Munro's recommendations in**

terms of social work practice and the "early offer" of help to children and young people. As part of this development programme, the value of closer working of the **Specialist Early Intervention CAMHS Service** with social work practitioners is seen as imperative. In particular, it is expected that CAMHS practitioners would build strong relationships and work more closely with social workers to improve the quality of multiagency assessments, support appropriate interventions and provide consultation and training.

Interdependencies with Other Services

The service work collaboratively with the following:

- General Practitioners
- Luton Borough Council Children's Services – for example Prevention and Early Intervention Service, Specialist Family Support Service, Educational Psychologist Service
- Children's Centres
- Primary and Secondary Schools and Academies
- Pupil Referral Units
- Child Community Health Services
- Hospital and Community Paediatricians
- Luton Children and Young People's Trust and partners
- Luton's Early Intervention Programme Board
- Luton Mellow Parenting Programme

2.3 Brief Needs Assessment and current activity data

- Local information on the **level of likely needs for emotional and mental health services** is available from three sources, as outlined below.

1. **0-4 years emotional needs assessment** ~ the calculation of mental illness prevalence rates for children aged 0–4 is fraught with methodological difficulty, however, a needs assessment of this age group conducted in 2007, identified used a prevalence figure of 20% of 0-4 year olds having psychological problems. This equated to 2,657 0-4 year olds in Luton. The report went on to state that given Luton's risk profile including high levels of poverty and the numbers of vulnerable families, it estimated that the prevalence rate in Luton would be higher than this and above the national average.

2. Luton's Child and Adolescent Mental Health Needs Assessment of children and young people aged 5-19 years was undertaken in 2009.

   For 5-16 years ~ the prevalence of mental disorders for this age group is likely to be above that of Great Britain overall, due to the higher number of risk factors. In estimating mental disorders the needs assessment suggests that prevalence in Luton may be as much as 25% higher than Great Britain overall. Applying national data to the

Luton child (aged 5-16) population estimates there are between 2818 and 3523 diagnosable mental disorders at any one time in Luton. This includes between:

- 1086 and 1358 children and young people with emotional disorders
- 1703 and 2128 children and young people with conduct disorders
- 440 and 550 children and young people with hyperkinetic disorders
- 382 and 477 children and young people with less common disorders.

Older children were found to be more likely to have a mental health disorder than younger children, the reason suggested for this is that it is more likely that older children and adolescents will be identified as experiencing classifiable mental health disorders as these tend to crystalise more often in adolescence if mental health problems are not resolved earlier in childhood. In younger children, twice as many boys have mental health disorders than girls, but the gap is much smaller in older children.

For 17-19 year ~ the prevalence estimates suggest there are in the region of 1898 diagnosable mental health disorders in Luton young people aged 17 – 19. More than two thirds of these are found in the female population; approximately 1300 of these are labelled as 'mixed anxiety depression'.

3. More recent predictions of mental health needs can be found on the Chimat website

Current activity

- Annual reports are provide which evidence of current activity, professional feedback etc
- There is no other source of regular performance data.

3. Service Delivery

3.1 Service Model

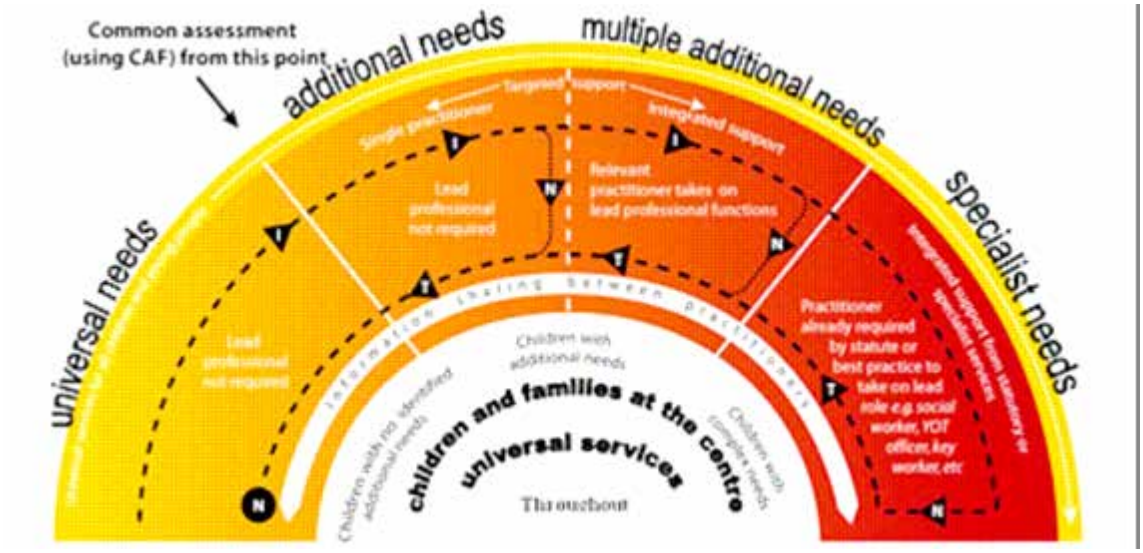
Luton's Early Intervention Strategy 2011 (Phase 1) sets out Luton's Children Trust's ambition for the development of early intervention and prevention services. The strategy was developed in response to the national policy context and the local needs of children and young people in Luton and applies across the Luton Children's Trust and its constituent services.

The strategy recognises the importance of early intervention in giving every child the best start in life and ensuring they develop resilience and reach their full potential, in line with the Luton Children and Young People's Plan (CYPP) 2011. **Throughout the strategy, early intervention is defined as working together across agencies to intervene as early and as soon as possible to tackle problems emerging for children, young people and their families, or with a population most at**

risk of developing problems.

The need to ensure that all interventions are both socially and financially effective is clearly an imperative in the current climate. The strategy includes both support in the early years, in order to improve health, educational and wellbeing outcomes for children and their families later in life; and targeted services to support and build resilience amongst the most vulnerable children and their families before poor outcomes develop. In practice there are often overlaps between prevention and early intervention services and the common thread linking these is that interventions improve outcomes and reduces the overall cost of service delivery.

Achieving the ambition for phase 1 has meant a significant shift in how services are delivered. To this end we have implemented a new approach aligning services across a continuum of need, with a clear 'step up, step down' pathway. The intention of this approach, in times of budgetary constraints, is to maximise resources and joint work, ensuring that in doing so we are targeting our interventions at those most in need and at the earliest point of need in order to reduce the number of children and families requiring specialist services.



To embed the 'step up, step down' pathway, the LBC CAF team was further developed and is one of the key vehicles for coordinating early intervention and prevention activity. The team facilitate a 'team around the family', bringing together a virtual team of local practitioners and offering an opportunity to identify early concerns about a child's wellbeing and the most appropriate level of support for children with additional needs and their families 'before things reach crisis point'.

Alongside this, services have been commissioned and worked alongside a range of universal and targeted services including early years education, schools, youth support, childcare and Children Centre's, work with young offenders, domestic violence interventions, parenting support, short breaks for disabled children. Funding for **Specialist Early Intervention CAMHS Service** is as part of this

portfolio of services.

The values and guiding principles set out in our early intervention strategy is shared and adopted by all services, which form an integral part of an effective whole–system approach- and recognises that a continuum of services is needed, from universal to targeted prevention, as well as help for children (and families) with specific or 'heavy end' problems.

The focus for 2013 -2014 is to ensure that our early intervention activities continue to improve, are operated consistently across agencies, and support the effective targeting of those children and young people most in need and as early as possible. There is already getting some good results from the first implementation phase, and it is important to take this forward as a well-managed programme including performance measures, monitoring and assessment of cost-benefit.

For **Specialist CAMHS Early Intervention service** the expectation is that

- An integrated multiagency emotional and mental health and wellbeing care pathway will be developed, aligned to the Early Intervention Strategy by September 2014
- During 2013-14, with the anticipated agreement of the Section 75 pooled budget, with LBC Early Intervention funding and CCG funding for CAMHS this schedule would be reviewed and adapted to reflect the delivery model of the whole resource envelope for CAMHS services..

In the context of this schedule, it should be noted that as part of this remodeling, some of the services traditionally provided to primary schools, free of charge as part **CAMHS Early Intervention service** will be piloted through the LBC Traded Services model.

3.2 Staffing

To be confirmed.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

- The service is provided within the boundaries of Luton to any children and young person 0-18 years with a Luton GP.
- For any child in care, as long as the child is resident in Luton, then they would be accepted by the service.
- For children in an Out Of Borough placements they would normally be seen by their local CAMHS (to their placements) and Luton CCG will be recharged for services under the Responsible Commissioner arrangements.
- If a Luton child in care is placed in an Out Of Borough Placement (OOB,) services for that child will be provided by a Luton CAMHS clinician if the child is within a reasonable travelling

distance and or if the carer is willing to bring the child for the appointment. Each case should however be considered on a case by case and a pragmatic approach adopted. The expectation is still that CAMHS practitioners should not be undertaking travelling to appointments that require them to spend a disproportionate period of time away from their base.

- If the child, who is placed out of borough, is to be referred to another CAMH service it will be expected that the referral is made by the child's social worker to the CAMHS where the child is placed. If that service will accept the referral, the social worker will take a report to the External Resources Panel about the child's needs and the service to be commissioned. Agreement will be made at the Panel by the Head of Integrated Commissioning for Children and Families and the Clinical Manager for Luton CAMHS regarding the suitability of the therapeutic intervention and the cost. If the Local CAMHS provider is unable to make such provision.

4.2 Location(s) of Service Delivery

- At SEPT clinics or at a community location where appropriate.

4.3 Days and hours of operation

The service operates from Monday to Friday from 09.00 – 17.00hours and does not offer a crisis or emergency service.

4.4 Eligibility Criteria and Care Pathways

Priority referral criteria

Two sub-categories of referral criteria have been identified as priorities to intervening early in the mental health of infants, children, young people and their families in Luton:

1. Where there are significant mental health concerns for infants, children and young people in the community identified by a frontline agency such as a school or Children Centre, are vulnerable and they would find accessing clinic based services initially challenging (i.e. traditionally called 'hard-to-reach', including BME groups), and
2. Where there are mental health concerns across the developmental span of the infant, child or young person within a complex aetiology of **risk and vulnerability factors** present. For this sub-category the most vulnerable groups have been identified in Luton. Some of the families will fall under the Stronger Families Programme :
    - Looked after children and their carers
    - Children on the brink of care
    - Children on the child protection register or on brink thereof
    - Young people with emerging personality and relationship difficulties, who may be

putting themselves at risk sexually or by engaging in other risky behaviour

- Mothers who are teenagers
- Where there are significant parental mental health concerns working more closely with adult mental health services
- Children who are experiencing or have experienced significant levels of domestic abuse
- Persistent school absence
- Children and young people who are persistently self-harming
- Children and young people who are presenting with eating disorders that can be managed in the community
- Children and young peopled involved in crime or anti-social behaviour or on the edge of offending;
- Children and young people exhibiting sexualised behaviours that can be managed in the community.
- Household worklessness with consequent impact on the emotional health and wellbeing of children in the family

4.5 Exclusion Criteria

Children and young people may not be eligible for the service where:

- the young person is aged over 18 years of age
- there is a primary problem of learning
- the client has a primary diagnosis of a mild, moderate or severe learning difficulty with no associated mental health problem, and should then be referred to the Children's Learning Disability Team
- there are developmental problems, unless these are significantly impacting on the parent/infant or young child relationship, in the case of the 0-4s age range
- there is a sole Child Protection issue with no associated mental health problem
- the sole purpose is for the compiling of legal reports.

4.6 Response time and Prioritisation

The service does not operate a waiting list, and aims to undertake initial appointments with children, young people and families within the standard 11 week period of referral. The service aims to keep the wait to below 6 week and cases will be assessed for prioritisation according to the agreed criteria.

5. Discharge Criteria and Planning

- If the child or young person requires the service of another team within the Luton CORE CAMH Service, the **Specialist CAMHS Early Intervention service** will ensure appropriate handover.

- Where the child or young person is not eligible for the service, wherever possible, referral will be redirected to more appropriate services which may be able to assist.
- Clients are discharged back into the care of the original source of referral and to the GP, by letter, unless parents or young person object to the information being shared.

6. Prices and Costs

A budget has been identified of £500,000 for 2013/14 from the LA Children's Services.

A target of £60,000 for trading services with schools has been indicated.

Service	**Child and Adolescent Mental Health Service for Children and Young people with Learning Difficulties South Essex Partnership Trust (SEPT).**
Commissioner Lead	**Name: David Bruce Job Title: Head of Integrated Commissioning Team, Children and Families Telephone: 01582 548177 Email: David.bruce@ntlworld.com**
Provider Lead	**Name: Sharon Hall Job Title: Associate Director CAMHS/ South Essex Partnership Trust. Telephone: 01268 247 110 Email: sharon.hall@sept.nhs.uk**

1. Purpose

1.1 Aims and Objectives

Aims

- To offer specialist, person centred advice, information and intervention to families and carers.
- To use specific skills and knowledge to provide a specialist service.
- To prevent breakdown in families, education and care provision.
- To ensure that Service Users are treated with respect and dignity at all times, and acting in the young person's best interests.
- That reflect current best practice wherever possible are evidence based.
- To provide treatment and care that is appropriate to Service User's needs, and which promotes their independence and choice.
- To be collaborative partners in the treatment and care of Service Users, especially relating to key decision making processes.

Objectives

- To provide assessment and intervention for behaviours that challenge
- To provide a range of specialised interventions that may include psychological therapies, behaviour management and/or medication.
- To provide liaison and consultation with the carers, professionals and agencies relevant to Service Users
- To enable children who have learning disability and their families to access both specialist and generic services.

- To endeavour to achieve these aims by promoting the accessibility of the Service in locally -based facilities.
- To ensure smooth and co-ordinated transition of current complex patients to appropriate adult services.

1.2 Legislative and policy context

The Children's National Service Framework, 2004 (NSF) is a 10-year programme intended to stimulate long-term and sustained improvement in children's health. Setting standards for health and social services for children, young people and pregnant women, the NSF aims to ensure fair, high quality and integrated health and social care from pregnancy, right through to adulthood. The Children's NSF is aimed at everyone who comes into contact with, or delivers services to children, young people or pregnant women including their mental health and psychological well-being (Standard 9). National Service Framework (NSF) Standard 8 - addresses the requirements of children and young people who are disabled and/or who have complex health needs, and their families. It is cross-referenced with Standard 6, which addresses the needs of children and young people who are ill.

1.3 Applicable Service Standards

Applicable local standards

Emotional and Mental Health Wellbeing Strategy for Children and Young People in Luton

All children and young people are treated as individuals and have the right to be heard

The Service will monitor itself against LD Quality Network for Community CAMHS (QNCC) standards as the national quality indicator for specialist CAMH LD Services.

All children, young people and their families/carers are encouraged to become actively involved in their care and care plan, where appropriate

The Service will make every effort to submit data to the CAMHS Outcome Research Consortium (CORC) to enable the provision of appropriate outcome data. This will be dependent on data input resources being available to support the process and appropriate tools being piloted that are appropriate to this client group.

A post discharge questionnaire will be completed with each young person and their family

Treatments offered is evidence based and in accordance with national guidelines where these are available (e.g. BNF, NICE, NSF, NAPC, practice based evidence etc)

The physical environment of the CAMHS LD bases are age appropriate and fit for purpose.

1.4 Evidence Base

Key national policy and practice guidance include:-

- The SEN green paper 2011
- The National strategy for Autism Act - 2010
- All relevant NICE Guidelines such as Children and young people with Autism 2011 and Nice Guidelines for Attention deficit hyperactivity disorder: Diagnosis and management of ADHD in children, young people and adults. (Sept 2008)
- Mental Health Act 2007
- Aiming High for Disabled Children – 2008
- National CAMHS Review 2008

1.5 Expected Outcomes

- Provide individualised care that empowers the service user to access a range of community services and promotes social inclusion.
- Support parents, families and partnership agencies in the stabilisation and effective management and reduction of challenging behaviour enabling children and young people to remain in their home and school settings.
- Ensure children, young people and families have choice and continuity in relation to their care and treatment by offering intervention in places which are familiar and readily accessible (i.e. schools, homes, residential and respite facilities).
- Provision of both the mental health and learning disability needs of children and young people.
- Integrated transition of young people who require ongoing healthcare into adult learning disability services
- Integrated approach with local Core CAMHS teams.
- Promote early intervention by maintaining and further strengthening multi-agency links with partnership services, Tier 1 and Tier 2 providers.

2. Scope

To provide a service which works in partnership with families, children's services and other agencies, to children up to the age of 18 years, who have associated challenging behaviours and or moderate to severe mental health problems

2.1 Service Description

The service is a community based multi disciplinary specialist team comprising neuropsychiatry, clinical psychology and Learning Disability Nursing.

The Service provides community intervention for all children and young people up to the age of 18 years with learning disability and their families, where the child or young person is experiencing significant mental health problems in association with or complex needs (health or neuro-developmental problems) in addition to their learning disability.

Examples of some of the co-morbid conditions that the team work with:

1) management of challenging behaviour
2) management of autistic spectrum disorders
3) ADHD
4) Epilepsy
5) Sleep
6) Mood disorder/depression
7) Anxiety

It is recognised that a number of these problems may also be seen within generic CAMHS, however both their presentation and the subsequent delivery of services generally required for young people with learning disabilities is very different for the following reasons:

- Communicating effectively with a child / young person with learning disabilities
- Modification of standard assessments
- Needs of parents / carers
- Staff have specific Learning Disability training
- Caseloads to reflect the complexity and multi agency nature of the work.

Learning disability

Significant impairment of intellectual functioning and a significant impairment of adaptive social functioning, at a level that reflects a Full Scale IQ of less than 70

OR learning disability identified through educational statement (this includes those young people in the statementing process)
OR functioning at a level that is approximately half the current chronological age
OR Development Quotient below 70

Referrals can be made by children's services including education or social care professionals or any health professional.

2.2 Service Relationships and Interdependencies

- Local Authority;
- Paediatricians;
- GPs
- School Nurses
- Health Visitors
- Interpreter services;
- Education
- Private fostering agencies

Referral sources

Referrals will be accepted from the following services:

a) Core CAMHS in Luton
b) Luton EIPS
c) The Foyer
d) Children's Social Services
e) YOS
f) CRHTs
g) EI(P)T
h) A & E
i) Sixth form colleges

2.3 Brief Needs Assessment and Current activity data

The prevalence of a learning disability is 3% of children. Of these 0.3% have a severe learning disability, with a high likelihood of complex health needs.

Prevalence of complex health needs in the population of children with a learning disability is increasing, with an expected increase in levels of severe learning disabilities of about 1% per annum, with an overall increase of 10% by 2020.

The prevalence of learning disabilities is higher in communities of South Asian ethnic background, and increases in children and young adults from these communities are expected to rise.

Most children with a learning disability live with their family. The family usually provides almost all care The needs of family members for support and care need to be considered in developing and providing any services to children with a learning disability. Some children with highly complex needs are supported in specialist residential provision (i.e. residential schools with healthcare provision) most children attend local provision of special schools or are integrated into the mainstream school structure. Services provided to meet the healthcare needs of children with a learning disability will need to work closely with the school/s and interface with SEN support provided within schools.

3. Service Delivery

Service Model

The service is a community based multi disciplinary specialist team comprising neuropsychiatry, clinical psychology and Learning Disability Nursing.

The Service provides community intervention for all children and young people up to the age of

18 years with learning disability and their families, where the child or young person is experiencing significant mental health problems in association with or complex needs (health or neuro-developmental problems) in addition to their learning disability.

Examples of some of the co-morbid conditions that the team work with:

- management of challenging behaviour
- management of autistic spectrum disorders
- ADHD
- Epilepsy
- Sleep
- Mood disorder/depression
- Anxiety

It is recognised that a number of these problems may also be seen within generic CAMHS, however both their presentation and the subsequent delivery of services generally required for young people with learning disabilities is very different for the following reasons:

- Communicating effectively with a child / young person with learning disabilities
- Modification of standard assessments
- Needs of parents / carers
- Staff have specific Learning Disability training
- Caseloads to reflect the complexity and multi agency nature of the work.

Referral processes

All referrals should be made to the Service using the LD CAMHS Referral Form or by referral letter.
In addition, the service requests the following information from referrers:-

1) CAF (If there is one)
2) Consent forms from parent/Young person/carer
3) Evidence of ability/level of functioning (e.g. if attends special school)
4) Summary of national Attainment levels
5) Any other relevant report such as SALT, OT, SEN, medical reports
6) Risk assessments

Screening of new Referrals

All referrals to the Service are screened by an appropriately qualified professional. Each case will then be clinically risk assessed to identify need and level of priority and the assessment documented in the case file. Appropriate clinical action will be taken prior to the team weekly intake meeting.

For service Users identified to be in a mental health crisis the local CAMHS Care pathway for under 18's in Mental health crisis will be followed and the Home Treatment Team involved as soon as is practicably possible.

SEPT's Safeguarding Children Policy will be followed for Service Users identified to be at risk in terms of child protection This will be followed in conjunction with the safeguarding protocols of the 3 Local Authorities and with the support of the SEPT Safeguarding Team

All cases will be discussed by the MDT (Multidisciplinary Team) at weekly intake meetings to assess whether that referral meets the eligibility criteria for access to the Service, clinical risk, history and who within the MDT is the most appropriate clinician to undertake initial assessment.

Assessment

- The Service offers evidence-based assessment and interventions to children, young people and their families, ensuring that individuals and their families are engaged in and involved in the process. Each child within the service receives a comprehensive assessment of their difficulties. This includes assessment of the impact of these difficulties on their education, family (especially parents and siblings), development, friendships and day to day functioning.
- The Service also provides specialist assessments of specific identified needs, using evidence based assessment tools as appropriate. For example, Psychometric assessments cognitive assessments and Conners Behavioural Scales.
- The outcome of assessment is communicated to the child/young person, their family and the referrer promptly.
- Assessments may be carried out by any qualified member of the team, but where there is a clear need for particular skills (e.g. psychiatric assessment) this will be facilitated.
- In addition to specific clinical assessments, the Service ensures that the child / young person and carers have appropriate information on referral to the service so they and their families understand what to expect, have appropriate information relating to specific disorders and interventions and have access to interpreters as required.
- The Service ensures that other professionals working with the child, young person or their family are contacted to ensure all relevant information can be included in the assessment.
- Joint assessments with Core CAMHS and local authority teams are undertaken where appropriate
- Would like to see carers assessment mentioned including recognition of young carers

Interventions

The Service provides the range of care and interventions necessary to support children and young people with their needs. Type and frequency of intervention is recorded in the care plan. This includes:

- Psychological therapies (For example, Systemic approaches, Cognitive Behavioural Therapy, Behavioural Therapy).
- Medication (often in collaboration with the child/young person's GP through transfer of prescribing arrangements)
- Referral to tier 4 services including admission to inpatient facilities
- Referral to other specialist agencies
- Outreach work, in schools, home, respite placements and other community settings
- Support to address physical health care needs in collaboration with the child/young person's GP and paediatrician
- Supporting Carers to meet the needs of a particular child or family or via more formal, structured group programmes where these are available.
- Joint intervention with Core CAMHS and Local Authority services where appropriate
- The Service provides expert consultation, liaison and support to other professionals, in particular those working within universal and targeted services. This consultation, liaison and support may be formal or informal. It assists other professionals to appropriately identify and manage difficulties with children and young people, and will facilitate appropriate referral to specialist services as appropriate.

Location of Service Delivery

The Service is based in Bedford and an outreach clinic is provided in Luton. Children young people and their families are seen in a range of locations including the family home, community facilities, school, respite care, residential facilities, GP surgeries and other mutually agreed locations.

It should be noted that estates developments are taking place in Luton and Bedfordshire which may provide additional potential sites closer to children and their families.

Staffing

To be confirmed.

4. Referral, Access and Acceptance Criteria

Population covered

The service is provided across Luton to all children and parents who either live in Luton or have a Luton G.P

Acceptance and exclusion criteria

Acceptance Criteria

- Children and young people up to the age of 18 years
- Registered with a Luton GP
- Residing in Luton

Exclusion Criteria

- Not resident in Luton
- Not registered with a Luton GP

Days and hours of Operation

The service will be delivered as required and agreed to meet need.

Response Time and Prioritisation

Non urgent referrals
All non-urgent cases will be allocated a named worker at time of accepting referral and offered a 'Choice' appointment within 11 weeks of the referral being received.

Urgent referrals

Urgency of referral is identified at initial contact between LD CAMHS and referrer. Completion of a referral form is requested asap by fax/email. The initial risk assessment will be carried out by clinicians on receipt of the referral. The lead clinician from LD CAMHS will be identified within 1 working day and communicated to referrer and partner agencies. The initial assessment is carried out and communicated to partner agencies within 10 working days.
Urgent referrals are where there is an imminent risk of :-

- family breakdown
- school placement breakdown
- significant injury to self or others
- behavioural difficulties leading to safeguarding issues
- suicide/serious self harm.

5. Discharge Criteria and Planning

Discharge from Service

The Service will provide comprehensive time limited interventions, during which regular reviews as part of child in need or LAC meetings will be carried out. At the point of review a decision will be made, involving the Service User, family/carers and the other agencies involved if possible, as to the appropriateness of interventions continuing and / or case closure.

When it has been decided that further intervention is no longer required, a discharge letter will be sent to the referrer and GP and to the parent/carer. The Service User/family is then requested to complete a post discharge questionnaire.

Discharge from the Service will be considered where the agreed treatment programme has been completed or where there is no positive clinical reason to continue to work with the family. At this time a report will be compiled to be kept on file.

Transition to Adult Services

When a young person who is in receipt of ongoing LD CAMHS support approaches their 18th birthday and it is evident that they are likely to need ongoing treatment from Adult L D Services, planning for the transfer to Adult Services is currently in development will commence six months prior to the transfer date. The Service protocol governing the transition from children's to adult services is currently in development from LD CAMHS to Adult Services

6. Prices and Costs

Luton Clinical Commissioning Group contribution

Service	**Child and Adolescent Mental Health Service (CAMHS) Home Treatment Team South Essex Partnership Trust (SEPT).**
Commissioner Lead	**Name: David Bruce Job Title: Head of Integrated Commissioning Team, Children and Families Telephone: 01582 548177 Email: David.bruce@ntlworld.com**
Provider Lead	**Name: Sharon Hall Job Title: Associate Director CAMHS/ South Essex Partnership Trust. Telephone: 01268 247 110 Email: sharon.hall@sept.nhs.uk**

1. Purpose

1.1 Aims and Objectives

Implementation of a small intensive service in the community for children and young people up to 18 years of age with complex and severe mental health needs to enable them to stay at home or in supported living arrangements in the community and to reduce inpatient admissions where appropriate. Luton has a diverse ethnic population, which often appears underrepresented in mental health statistics, therefore this will necessitate the engagement of hard to reach BME and socially deprived families. This HTT is situated with the Core CAMHS team.

Aims

To reduce the number of CAMHS inpatient bed days by providing a local highly specialist Alternative to inpatient service for children and young people up to the age of 18
To ensure that young people with a high level of mental health needs have access to effective and appropriate care in the community

Objectives

- To maintain young people with severe mental health needs safely within their community focusing on a service around the individual and family
- To provide intensive evidence-based treatment on an outreach basis
- To assess all children and young people who potentially require inpatient admission
- To avoid unnecessary in patient admissions
- To facilitate planned admissions where appropriate

- To facilitate planned early discharge where appropriate
- To work closely with other services including the core specialist CAMHS team and education and social care teams using a care pathway approach.
- To ensure that high intensive treatment and support is as short term as possible with the transfer of services back to the core specialist services as soon as the crisis is resolved and is clinically appropriate.

1.2 Legislative and policy context

The final report of the national review of CAMHS (Children and Young People in Mind DCSF and DH 2008)was published in November 2008. This report reviewed progress since 2004 on the delivery of comprehensive CAMHS.
The report makes twenty key recommendations as well as a number of other recommendations to be taken into consideration. The recommendations that have particular implications regarding the scope of this proposal are:

- In general the review supports the view that there should be a national strategic approach to CAMHS that ensures a mixed economy of residential, outreach, community and home-based services.

Key recommendations for children and young people who need more specialised support and their parents and carers were:

- There should be a high quality and purposeful assessment which informs a clear plan of action and which includes, at the appropriate time, arrangements for support when more specialised input is no longer needed.
- A lead person to be their main point of contact, making sure other sources of support play their part and co-ordinating that support.
- Clearly signposted routes to specialist help and timely access to this, with help available during any wait
- Clear information about what to do if things don't go according to plan
- It is important to improve the quality of CAMHS by reducing waiting times from referral to treatment
- Mental health needs should be assessed alongside all their other needs, no matter where the needs are initially identified
- An individualised package of care should be available to them so that their personal circumstances and the particular settings where they receive their primary support appropriately influence the mental health care and support they receive.
- For those experiencing complex, severe and ongoing needs, these packages of care should be delivered where possible in the local area.

1.2 Applicable Service Standards

Emotional and Mental Health Wellbeing Strategy for Children and Young People in Luton

1.3 Evidence Base

A review of home treatment studies found that patient and relative satisfaction was higher in home care compared with admission in adults and that carers found home care less disruptive and burdensome. Recent surveys show that young people and families want CAMHS to be delivered flexibly and in a variety of settings, including the home. (Kurtz Z; 2009)

1.4 Expected Outcomes

- Reduction in use of out of county inpatient beds
- Better clinical outcomes through treatment in community settings for some conditions
- Improved patient satisfaction
- Reduction of pressure and increased capacity in current Tier 3 services.
- Engagement with young people experiencing mental health and social difficulties
- Luton children and young people have a good understanding of, and are supported in maintaining, their own emotional health and well being.
- Young people gain access to Community CAMHS easily and according to their need. There is access early intervention, community based services and out of hours provision.
- Out of Hours care and support available for children in crisis
- Community CAMHS work with referrers to ensure that referrals are appropriate, timely and coordinated so that young people do not experience unnecessary delays in intervention.
- Community CAMHS have documented up-to-date referral procedures for routine and urgent / emergency referrals, which are agreed and shared with other agencies and services.
- Young people and their families are fully involved and informed.
- Young people and their parents are helped to make informed decisions about the interventions they are offered.
- Young people and their parents are involved in agreeing arrangements for leaving the service and know how to re-access help when they need it.
- .Reported service user satisfaction in service.
- Improved patient participation in intervention and consultation, improved choice
- The service will work closely with, and having good access to, a range of services and agencies to meet the needs of young people.

2. Scope

2.1 Aims and objectives of service

A small intensive service in the community for children and young people up to 18 years of age with complex and severe mental health needs to enable them to stay at home or in supported living arrangements in the community and to reduce inpatient admissions where appropriate. Luton has a diverse ethnic population, which often appears underrepresented in mental health statistics, therefore this will necessitate the engagement of hard to reach BME and socially deprived families. This HTT is situated with the Core CAMHS team.

2.2 Service description

ASSESSMENT AND TREATMENT

Comprehensive multidisciplinary assessment is improved by attendance at home or wherever the crisis is occurring. Where appropriate, assessment will be done in partnership with professionals involved with the young person.

LEAST RESTRICTIVE CARE

Options include treatment at home, in either family accommodation or in social services facilities, if available, or where the young person feels most comfortable
.
SUSTAINED CRISIS INVOLVEMENT AND LIAISON WITH FURTHER CARE

Teams will remain involved until the crisis has resolved, whether this is a matter of days, weeks. The support from the team is time limited, but this is according to need, rather than according to any circumscribed timeframes. Before discharge from crisis support, the necessary links between individuals and community mental health teams will be restored (established cases) or arranged (for new cases).

INTEGRATED ACUTE CARE WITH INPATIENT UNITS

When hospitalisation is necessary, teams will be actively involved in the arrangements for admission and linking with acute inpatient units in offering joint ongoing care in which the best balance and staging of inpatient and community care is coordinated. Before discharge, teams can support leave from hospital, working with inpatient and community mental health team staff to respond to ongoing need.

HTT's are commonly able to facilitate earlier discharge because intensive acute support can continue in the home setting once the pressing or immediate requirements for admission are no longer exerting such an influence. Good structured communication, active and early joint involvement in discharge planning is a routine task towards achieving this, and smoothing the transition between the different elements of the acute service. Throughout this collaboration

the service user and their family should be fully consulted and involved in discussing options.

RELAPSE PREVENTION AND RECOVERY

Recovery from crisis is an important opportunity to understand why the crisis may have happened, and how to try and prevent further crisis happening either at all, or to the same stage, so that help can be accessed earlier. Life stresses and illness are not easily predictable, but involvement of the individual in preparing a crisis plan is both a practical and reassuring process which can reduce vulnerability to further crisis and maximise resilience in the journey towards recovery. Crisis plans can anticipate as far as possible the stages and process of arranging early help, and also include the additional choice of acute care which intensive treatment at home offers.

2.3 Service Relationships and Interdependencies

- Local Authority;
- Paediatricians;
- GPs
- School Nurses
- Health Visitors
- Interpreter services;
- Education
- Private fostering agencies

Referral sources

Referrals will be accepted from the following services:

j) Core CAMHS in Luton
k) Luton EIPS
l) The Foyer
m) Children's Social Services
n) YOS
o) CRHTs
p) EI(P)T
q) A & E
r) Sixth form colleges

2.4 Brief Needs Assessment and Current activity data

- Local information on the **level of likely needs for emotional and mental health services** is available from three sources, as outlined below.

4. **0-4 years emotional needs assessment** ~ the calculation of mental illness prevalence rates for children aged 0–4 is fraught with methodological difficulty, however, a needs assessment of this age group conducted in 2007, identified used a prevalence figure of 20% of 0-4 year olds having psychological problems. This equated to 2,657 0-4 year olds in Luton. The report went on to state that given Luton's risk profile including high levels of poverty and the numbers of vulnerable families, it estimated that the prevalence rate in Luton would be higher than this and above the national average.

5. Luton's Child and Adolescent Mental Health Needs Assessment of children and young people aged 5-19 years was undertaken in 2009.

   For 5-16 years ~ the prevalence of mental disorders for this age group is likely to be above that of Great Britain overall, due to the higher number of risk factors. In estimating mental disorders the needs assessment suggests that prevalence in Luton may be as much as 25% higher than Great Britain overall. Applying national data to the Luton child (aged 5-16) population estimates there are between 2818 and 3523 diagnosable mental disorders at any one time in Luton. This includes between:

   - 1086 and 1358 children and young people with emotional disorders
   - 1703 and 2128 children and young people with conduct disorders
   - 440 and 550 children and young people with hyperkinetic disorders
   - 382 and 477 children and young people with less common disorders.

   Older children were found to be more likely to have a mental health disorder than younger children, the reason suggested for this is that it is more likely that older children and adolescents will be identified as experiencing classifiable mental health disorders as these tend to crystalise more often in adolescence if mental health problems are not resolved earlier in childhood. In younger children, twice as many boys have mental health disorders than girls, but the gap is much smaller in older children.

   For 17-19 year ~ the prevalence estimates suggest there are in the region of 1898 diagnosable mental health disorders in Luton young people aged 17 – 19. More than two thirds of these are found in the female population; approximately 1300 of these are labelled as 'mixed anxiety depression'.

3. Service Delivery

Service Model

Gatekeeping and Rapid Response

The HTT will perform two gatekeeping roles:

- The first involves screening of young people in the Luton & Dunstable hospital following self-harm, for the presence of mental health problems which would benefit from involvement of specialist mental health services. Not all crisis referrals will involve mental health problems which require specialist psychiatric help, and direction to other more appropriate agencies can follow assessment. The importance of directing people to the right service should not be underestimated.

- The second gatekeeping role refers to the function of screening possible hospital admissions, so as to minimise these by the provision of HT. If acute psychiatric emergencies are being admitted to hospital without the knowledge or involvement of the team, this bypassing will limit the effectiveness of the team. The HTT will respond as quickly as possible to urgent referrals, however this is limited due to the number of staff, and dependent on a reduced caseload of 7-10 young people. If unable to do an immediate assessment, staff will be available for telephone consultation to staff and young people. Rapid reliable response is reassuring to the referrer, clients and carers, and may stem escalation of crisis so as to increase the likelihood of providing help in the community. Rapid response is not only essential to assessments but also in the need to respond to the clinical caseload Time-limited intervention that has sufficient flexibility to respond to differing service user needs; this requires each member of HTT staff to carry a caseload of 7-10 young people.

Location of Service Delivery

In a variety of settings, e.g. the home of the client, school, clinic base, Acute settings and in-reach to inpatient facilities.

Staffing

To be confirmed.

4. Referral, Access and Acceptance Criteria

Population covered

The service is provided across Luton to all children and parents who either live in Luton or have a Luton G.P

Acceptance and exclusion criteria

Referral Route

The HTT Team will normally provide a service for people in Luton who are:

Experiencing an acute mental health problem/crisis who without the intervention of the team would require in-patient care
Aged under 18
Registered with a GP within the catchment area

Members of the general public who contact the HTT Team will be advised to attend their GP or sign-posted to an appropriate statutory or non-statutory agency.

Reason for Referral
Service users referred to the HTT Team will fall into two broad categories:
Those individuals requiring intensive intervention to help maintain them in their community and avoid admission to an acute in-patient ward.
Those individuals who have been admitted to an adolescent unit, or those who are suitable for early discharge from an acute in-patient ward.

Referral Information

Referrals should be made to the HTT staff, giving details of the referrers name and contact number. Brief screening information will be required to establish that the referral meets the criteria of the HTT and confirmed with the referrer that:
in the absence of the HTT, the service user would require admission or
that deterioration would probably necessitate admission in the near future.

Information will be required including:

biographical details (Contact information regarding the service user, their family, and any significant others constitute essential information)
clinical signs and symptoms
medication information
social supports and needs
risk of hospital admission
risk factors such as likelihood of suicide/self harm/harm to others
appropriateness for Early Discharge Planning (in the case of in-patient service users)

Any referral by facsimile or electronic message should be followed up with a telephone call to the HTT.

The Team will carry out the assessment within an agreed timescale taking into account the urgency and the degree of risk for the service user and others.

The initial assessment will normally be undertaken by two members of staff, if completed in the community, taking into consideration the Lone Working Policy.
If the Team is unable to offer an assessment within a reasonable period, or it is agreed that

immediate hospital admission is the only possible course of action, then the HTT will maintain contact with the young person and will facilitate discharge at the earliest opportunity.

The HTT will agree a treatment plan with the young person/carers. Although the ethos of Home Treatment is to avoid hospitalisation where possible, it is recognised that for some people, including those treated under certain sections of the Mental Health Act and situations where severe mental illness results in Risk to self and / or others, hospital admission is appropriate. If there are sufficient concerns about the young person's level of risk, the HTT may visit the person at home, renewing its offer of help, particularly in practical ways, in order to engage the young person, monitor mental state and level of risk. The emphasis is on 'creative engagement' with the service user, using all available resources. Spending time with and supporting relatives/carers might be appropriate in this situation.

Acceptance Criteria

- Children and young people up to the age of 18 years
- Registered with a Luton GP
- Residing in Luton

Exclusion Criteria

- Not resident in Luton
- Not registered with a Luton GP

Days and hours of Operation

The service will be delivered as required and agreed to meet need.

Response Time and Prioritisation

- All referrals received screened the day of receipt.
- Unplanned discharges will be seen within 7 days. However, if a risk is identified, this will be responded to by the team.

5. Discharge Criteria and Planning

Discharge from Service

All service users of the HTT will be discussed, their response to current interventions reviewed, and appropriate modifications made to their care plans.

Young people will develop a relapse plan with the HTT.

When home treatment has been concluded a discharge letter will be sent from the HTT which will identify the current treatment needs of the service user and ongoing interventions required to support the service user and carer.

The discharge letter will be completed within 72 hours of discharge, and sent electronically (if within the Trust) with a hard copy to follow.

6. Prices and Costs

Luton Clinical Commissioning Group contribution

Service	**Child and Adolescent Mental Health Service (CAMHS) Core CAMHS Tier 3 South Essex Partnership Trust (SEPT).**
Commissioner Lead	**Name: David Bruce Job Title: Head of Integrated Commissioning Team, Children and Families Telephone: 01582 548177 Email: David.bruce@ntlworld.com**
Provider Lead	**Name: Sharon Hall Job Title: Assistant Director CAMHS/ South Essex Partnership Trust. Telephone: 01268 247 110 Email: sharon.hall@sept.nhs.uk**

1. Purpose

1.1 Aims and Objectives

Aims

To provide a comprehensive range of time limited, focused, specialist Child and Adolescent mental health services across Luton.

Objectives

- To provide a range of specialised interventions that are evidenced based, using brief interventions (for) when appropriate.
- To offer advice, information and therapeutic support to families and carers (where there is a possibility of change/improvement).
- To provide a service which enhances and complements the input provided by colleagues in partner agencies through consultation and liaison.
- To aim for waiting times to all family Consultation Clinics being within 11 weeks as per contract.
- To provide an emergency assessment service for those children and young people in Mental Health crisis.
- To work in partnership with other agencies working with children and young people.

1.2 Legislative and policy context

'Every Child Matters' recognises that:

- Child and Adolescent Mental Health is everyone's business.
- Children and young people with mental health problems receive help and support from a range of professionals in partner agencies and Primary Care Services.
- Being healthy is essential if children and young people are to get the best out of life and

fulfil their potential and that in order to achieve this health provision for them needs to improve

The Children's National Service Framework (NSF, 2003) is a 10-year programme intended to stimulate long-term and sustained improvement in children's health. Setting standards for health and social services for children, young people and pregnant women, the NSF aims to ensure fair, high quality and integrated health and social care from pregnancy, right through to adulthood. The Children's NSF is aimed at everyone who comes into contact with, or delivers services to children, young people or pregnant women.

The aims of the service are to address the needs of children, young people their families and carers presenting with mental health problems/illness by:-

- Supporting them to develop problem solving skills
- Developing parents' and carers' ability to manage existing psychological problems more effectively
- Enhancing children and young people's coping abilities
- Having a positive impact on the child or young person's resilience to assist them manage negative stressors more effectively
- Providing evidence based clinical interventions to treat diagnosed Mental Health disorders/illnesses where appropriate

1.3 Expected Outcomes

Specialist CAMHS functions will enable the following outcomes:

- Increased capacity within primary care through collaboration.
- Provide individualised care that empowers the service user to access a range of universal services
- Ensure that care is delivered in the least restrictive and disruptive manner possible.
- Stabilise social functioning and keep children and young people in their home and school settings
- Ensuring patients have choice in relation to their care and treatment by offering choice where possible in treatment options and place of treatment
- Deliver services that focus on service user recovery
- Improved Mental Health functioning as determined by the agreed outcome measures listed

below.

Key outcome tools used are the CHI-ESQ, HONOSca, CGAS and SDQs.

2. Scope

2.1 Service Description

The service works with children and young people aged 0-17 years inclusive with moderate to severe mental health problems.

The mental health difficulties the Service works with are as follows:

- Deliberate self-harm and / or suicide attempts and / or suicidal thoughts.
- Disorders of thinking, mood and ability to relate and function.
- Severely withdrawn or anxious behaviours, with or without panic attacks.
- Extreme unhappiness and depression.
- Enuresis/Encopresis that has not responded to physiological interventions.
- Usage of drugs, alcohol and/or other 'substances' where there are clear indications of mental health difficulties.
- Attachment Disorders.
- Eating Disorders.
- Post Traumatic Stress Disorder.
- Obsessive-Compulsive Disorders.
- Neuro-developmental Disorders eg. ADHD, where there is a secondary mental health problem.

<u>Pathways</u>

Clear pathways are in place for children and young people in mental health crisis, self -harm, eating disorders and those requiring transition to adult mental health services.

<u>Assessment Procedures</u>

When a referral is accepted an initial appointment is offered. This appointment is used to assess and determine what intervention is the most appropriate course to take or if treatment is more appropriately provided by another service, in which case, the family/carers will be signposted to that service.

The assessment is a collaborative process. The outcome is to determine a mutual agreeable treatment plan that will include specific tangible goals.

The initial assessment will be offered to clients and will take place in a setting that provides the most acceptable and appropriate environment, e.g. clinic, community, school, home, etc. At all stages information will be communicated to the referrer, service user and their family.

A variety of assessment techniques are used including observation, interview, counselling interviews, questionnaires and structured assessment frameworks.

The child, young person and his/her parents/carers will be requested to complete a pre and post intervention questionnaire to gauge the degree of progress. Children, young people and their parents/carers will be invited to provide feedback on the service they received from CYPD.

The child, young person and their parents/carers will receive a copy of any agreed treatment plan.

Written feedback is provided to referrers following the initial assessment (usually in the form of a letter). The feedback is comprehensive in respect of children's mental health and related needs in the context of the referral request and the child/young person's relationships with their family/carers, school, culture, community and current/background information provided by referring agencies. Social workers may use the written feedback at their own discretion when legal procedures are being sought. The feedback includes the rationale for the treatment plan and specifies which short term and long term treatment interventions have been are offered to the child and their families (single or multi-disciplinary), the evidence base(s) for their usage and intended outcomes expected for each child.

<u>Care and Treatment Interventions</u>

Interventions are undertaken by a multidisciplinary team, which includes:-

- Art Psychotherapists
- Child Psychotherapists
- Clinical Social Workers
- Counsellors
- Psychiatrists
- Psychologists
- Systemic Family Therapists
- Community Mental Health Nurses

The Service undertakes long and short-term interventions which include:-:

- Behaviour Therapy
- Psychiatry
- Eye Movement Desensitisation and Reprocessing (EMDR)

- Psychotherapy
- Counselling
- Narrative therapy
- Solution-focused therapy
- Family therapy
- Cognitive behaviour therapy
- Health promotion and mental health education
- Crisis assessment and management
- Individual and group therapies
- Medication management

Regular reviews of therapy are undertaken and include others within the child's network of support.

Consultation and Liaison

The Service provides consultation and liaison to colleagues in partner agencies. Where consultation is provided, responsibility for the child or young person remains with the agency seeking the consultation.

Referral Route

Referrals to the Service should be made giving the key details outlined below.

Where a Direct Booking system is in operation the same information should be provided for the assessing clinician

Basic information required includes:-

- Name of child or young person
- Date of Birth
- Address and contact telephone number
- Full name of parents/carers who live with the child/young person
- GP and his/her address if not the referrer
- NHS Number
- Ethnicity
- School

Clinical Information:

- Full description of presenting problem(s)
- Onset and history of presenting problem(s)

- Child/young person's development and current functioning
- Family composition and history
- Presence of risk and/or resilience factors
- Other agency involvement
- History of medical/mental illness in child/young person and his/her family

Each referral will need to evidence that a significant mental health concern is apparent.

It may be necessary to involve family members or carers and therefore any professional seeking to refer to the Service will need to obtain their consent to the referral being made.

Specialist CAMHS will be received and processed by the relevant team this will act as a single point of access.
An Acknowledgement of the referral will be sent to the referrer within one working day

2.2 Service Relationships and interdependencies

- Local Authority;
- Paediatricians;
- GPs
- School Nurses
- Health Visitors
- Interpreter services;
- Education
- Private fostering agencies

This list is not exhaustive.

2.3 Brief Needs Assessment and Current activity data

- Local information on the **level of likely needs for emotional and mental health services** is available from three sources, as outlined below.

1. **0-4 years emotional needs assessment** ~ the calculation of mental illness prevalence rates for children aged 0–4 is fraught with methodological difficulty, however, a needs assessment of this age group conducted in 2007, identified used a prevalence figure of 20% of 0-4 year olds having psychological problems. This equated to 2,657 0-4 year olds in Luton. The report went on to state that given Luton's risk profile including high levels of poverty and the numbers of vulnerable families, it estimated that the prevalence rate in Luton would be higher than this and above the national average.

   Luton's Child and Adolescent Mental Health Needs Assessment of children and young

people aged 5-19 years was undertaken in 2009.

2. **For 5-16 years** ~ the prevalence of mental disorders for this age group is likely to be above that of Great Britain overall, due to the higher number of risk factors. In estimating mental disorders the needs assessment suggests that prevalence in Luton may be as much as 25% higher than Great Britain overall. Applying national data to the Luton child (aged 5-16) population estimates there are between 2818 and 3523 diagnosable mental disorders at any one time in Luton. This includes between:

    - 1086 and 1358 children and young people with emotional disorders
    - 1703 and 2128 children and young people with conduct disorders
    - 440 and 550 children and young people with hyperkinetic disorders
    - 382 and 477 children and young people with less common disorders.

    Older children were found to be more likely to have a mental health disorder than younger children, the reason suggested for this is that it is more likely that older children and adolescents will be identified as experiencing classifiable mental health disorders as these tend to crystalise more often in adolescence if mental health problems are not resolved earlier in childhood. In younger children, twice as many boys have mental health disorders than girls, but the gap is much smaller in older children.

3. **For 17-19 year** ~ the prevalence estimates suggest there are in the region of 1898 diagnosable mental health disorders in Luton young people aged 17 – 19. More than two thirds of these are found in the female population; approximately 1300 of these are labelled as 'mixed anxiety depression'.

3. Service Delivery

Service Model

Specialist CAMHS function best as discrete specialised teams comprising health and social care staff under single management, which have:

- A system based service model in place, such as Choice and Partnership Approach (CAPA).
- Staff members whose sole (or main) responsibility is working within that team.
- An adequate skill mix within the team to provide all the interventions listed above.
- Strong links with other children's and mental health services and good general knowledge of local resources.
- Clear and explicit responsibility for a local population and links to specified GPs and other children's services.

- Integrated health and social care staff using one set of notes and clear overall clinical and managerial leadership.
- Fully integrated consultant staff.
- Staff skilled to work with Looked After Children

3.2 Staffing

To be confirmed.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries
The service is provided across Luton to all children and parents who either live in Luton or have a Luton G.P

4.2 Location(s) of Service Delivery
In a variety of settings, e.g. the home of the client, school, clinic base, Acute settings and in-reach to inpatient facilities.

4.3 Days and hours of Operation
The service will be delivered as required and agreed to meet need.

4.4 Eligibility Criteria and Care Pathways

Acceptance Criteria
- Children and young people up to the age of 18 years
- Registered with a Luton GP
- Residing in Luton

Exclusion Criteria
- Not resident in Luton
- Not registered with a Luton GP

4.6 Response Time and Prioritisation

Initial appointments will be undertaken within 11 weeks of referral and treatment will have begun within 18 weeks of referral.

Children in mental health crisis will be seen within 1 working day and any required adolescent mental health unit admission will be facilitated through the Care Pathway for

Under 18s in Mental Health Crisis.

The Service operates from 09.00 – 17.00 hours Monday to Friday and provides emergency cover and our of hours cover.

The service will work closely with the CAMHS 'Alternative to inpatient' service (HTT) to ensure that a comprehensive service is provided to support children and young people in Mental Health Crisis to remain at home.

The service will work closely with the specialist Early intervention CAMHS service for Looked After Children, to ensure smooth transition between tiers 2 and 3

5. Discharge Criteria and Planning

All service users of Core CAMHS will discuss their care with their clinician,, their response to current interventions reviewed, and appropriate modifications made to their care plans.

Young people will develop a relapse plan with their clinician.

When care has been concluded a discharge letter will be sent from the clinician which will give a summary of the care provided to the service user and carer.

6. Prices and Costs

Luton Clinical Commissioning Group contribution

Service	**Luton Mellow Parenting Programme**
Commissioner Lead	**Name: Paula M Doherty** **Job Title: Children's Joint Commissioning Manager** **Telephone:** 01582 548217 **Email: paula.doherty@luton.gov.uk**
Provider Lead	**Name:** Luton Children's Centres **Job Title:** **Telephone:** **Email:**

1. Purpose

1.1 Aims and Objectives

This programme is an intensive intervention changing relationships within families with multiple difficulties approaching child protection thresholds. Promoting a collaborative approach amongst the wider health, social, educational and voluntary sectors working with children and parents to keep families together and reduce the need for intervention.

Aims:
To support individuals who find relationships difficult, to start to build on their strengths.
To build parent's capability to make good relationships.
To develop a sense of empathy in the parent.
Improve child/parent interaction.
Improve cognitive, emotional and social development in children.

Objective:
To increase early identification of high risk families before they reach the child protection threshold.
To facilitate the consolidation of skills through ongoing supervision.
Identify a need for further support; ensure process developed to refer/signpost as appropriate.
To contribute to the safeguarding agenda
To develop care and referral pathways.
Develop evaluation/performance monitoring tools.

1.2 Legislative and policy context

- NHS Operating Framework 2012/13, targeted support for children and young people at particular risk of developing mental health problems.
- Towards the Best Together, Healthy Lives Brighter Futures - commits local teams to

ensuring high quality/responsive services.

- Working Together to Safeguard Children, joint approach to safeguard and promote the welfare of children and young people.
- Luton Children and Young People's Plan promoting a “Think Family” approach to parenting support.
- Luton Clinical Commissioning Group, A Healthier Luton 2012
- Healthy Child Programme – Pregnancy and the first five years of life (DH, 2009 – amended August 2010)
- Healthy Child Programme – The two year review (DH, 2009)
- The Children and Young People’s Health Outcomes Strategy (DH, 2012)
- Health visitor implementation plan 2011-15: A call to action (DH, 2011)
- The Operating Framework for the NHS in England 2012/13 (DH, 2011)
- The NHS Outcomes Framework 2012/13 (DH, 2011)
- Getting it right for children and young people : Overcoming cultural barriers in the NHS so as to meet their needs (DH, 2010)
- Healthy lives, healthy people: our strategy for public health in England (DH, 2010)
- Healthy lives, healthy people: update and way forward (DH, 2011)
- Healthy lives, healthy people: a call to action on obesity in England (DH, 2011)
- UK physical activity guidelines (DH, 2011)
- Working Together to Safeguard Children (DFES 2010)
- Healthy Lives Brighter Futures: The Strategy of Children and Young People’s Health (DH, 2009)
- You’re Welcome quality criteria: Making health services young people friendly (DH, 2007)
- The National Service Framework for Children, Young People and Maternity Services (DH, 2004)

1.3 Expected Outcomes

The prime driver is the delivery of better quality (clinically driven) care and as a result of this evidence based early intervention with families with multiple needs both health and social care systems will realise savings.

- Increased Efficiency and Productivity
  - The alignment of Luton Mellow Parenting as part of the Luton STEPP strategic parent education programme will enable partnership working across health and social care reducing duplication and increasing efficiencies and productivity.
  - Enabling a mental shift from 'silo' working to a collaborative whole system approach. The project model will ensure integrated team working and the continued engagement of stakeholders will prove beneficial in facilitating the shift.

- Enhance Quality of Care/Patient Experience
  - All parts of the system following locally agreed approach to service delivery/standards, training and education.
  - Linked to early intervention, right response/care, right place, and right time.
  - Improved communication across teams.
  - Inter-professional development.
  - Interface with other key initiatives within the local health and social care economy.
  - Demonstrate an understanding of the welfare of the unborn baby by being aware of the impact of parental problems including domestic violence, alcohol or substance misuse and mental health and learning disability problems. Being able to recognise the symptoms and presentations of such problems and being able to provide appropriate care.

- Value for Money
  - Increased activity in early intervention ie primary/community care settings, 'shifting care closer to home', potential to avoid unnecessary acute admissions.
  - Reduced the number of families reaching 'crisis' therefore necessitating longer more intensive support.

2. Scope

2.1 Service Description

The Targeted Parenting Programme for Families with Multiple Difficulties project is a joint piece of work between Luton Borough Council and Luton Clinical Commissioning Group. The model provides staff with the necessary skills to deliver and raise awareness of 'Mellow Parenting: an intensive intervention to change relationships' - as part of Luton's Parent Education Programme.

This programme has been demonstrated to reach the most vulnerable children and needy families in particular those where relationship problems approached child protection thresholds. By promoting awareness of 'Luton Mellow Parenting' amongst the wider health, social, education and voluntary sectors working with children and families in Luton it is possible to increase identification of high risk parents and families before they reach the child protection threshold. Prevention at an earlier stage will reduce the need for intervention across the service range as problems escalate.

2.2 Service Relationships and interdependencies

CCS Health Visiting Service
L&D Hospital Maternity Services
NHS Luton Public Health Department
CCS Child Health Records Department

LBC Children's Centres
Stepping Stones

This list is not exhaustive.

2.3 Brief Needs Assessment and Current activity data

Needs Assessment:

- "Need Analysis, Consultation and Service Development Proposal – CAMH Services for Under 5s". The impact of the resulting CAMH "Parent-Infant Psychotherapeutic Service" has been thoroughly evaluated. This demonstrated high levels of need in the Luton under 5s population and showed that a majority of children known to services have complex, multi dimensional risk factors, commonly including maternal mental health problems and drug and alcohol issues in families with children aged 3-5 years.
- Discussions with Health colleagues and with service users, building on discussions that informed the 2008 "Needs Analysis" Report emphasised the value of training multi agency staff to deliver the Mellow Babies and Mellow Bumps courses as part of the emerging Luton Parent Education Programme.
- A planning meeting, lead by children's commissioners and involving key stakeholders including representatives of several local voluntary sector organisations agreed to establish a Mellow Parenting programme in Luton from 2011-12 to meet the needs of parents with multiple needs where one or both parent had serious mental health problems and/or where children were on the edge of care due to minimal parenting skills (typically arising from the cycle of deprivation where the mother would typically be a teen or young parent).
- The interest in Mellow Parenting further grew out of the success of group work training and delivery under the Parenting Early Intervention Pathfinder for families with older children (5-13 year olds). This led to specific requests from Children's Centre staff to train in Mellow Parenting in 2011-12 and widespread endorsement of Mellow Parenting

3. Service Delivery

Service Model

- A steering group, chaired by a project manager and consisting of stakeholders relevant to the project was established. Key responsibilities included the development of a strategy that included the programme implementation plan and governance framework.
- The steering group adopted a project management approach in partnership with the local system that included identification of key stakeholders, development of a project charter, terms of reference and stated project governance arrangements. A Clinical Psychologist and an assistant psychologist have been employed as key members of the team to assist with the development of the performance monitoring and reporting tools, contribute to the

development/agreement of outcome measures and undertake the programme evaluation.

- Luton Mellow Parenting is an intensive programme that is delivered one day a week for fourteen weeks. Parents attend one full day each week, whilst their children are cared for in a children's group/crèche. In the morning session parents participate in a group which provides a forum for discussing the links between their own experiences in childhood and their current parenting experiences. Lunch is prepared and eaten together (parents, children and group facilitators) which is followed by an age related activity in which parents are encouraged to play with their child. In the afternoon the parents look at videos of the interactions between themselves and their children and draw out positive parenting. "Have a Go!" tasks are discussed and parents are encouraged to try our new solutions and discuss their successes.
- **Mellow Babies** is a specialised version of Luton Mellow Parenting, based on the core principles, and has been developed for parents and vulnerable babies under one year. The programme addresses both adult mental health (post natal depression) and child protection. The programme incorporates adult mental health, child care skills, child protection and activities suitable for parents and babies
- **Mellow Bumps** is an antenatal programme (Mellow Bumps) to reduce parental stress and engage the parents at the earliest stages in understanding the emotional needs of their babies. The programme has shown to significantly reduce maternal stress and irritability in pregnancy.

3.2 Staffing

Members of the steering group and consulted stakeholders include representation from Midwifery, Health Visiting, Clinical Psychologist, Paediatrician, CAF/Lead Professional Co-ordinator, Director Stepping Stones, Luton, Service User, Children's Centres Strategy Manager, Children's Centres, Health Visitor Lead, Acting Community Service Support Manger, Early Years and Child Workforce Development Manager, Deputy Manager Greenhouse Mentoring, Paediatric Primary Care Practitioner, Relationships Team Leader, Mellow Parenting Trainer, Health Visitor Lead, Modern Matron for Children with Disabilities, Sure Start Midwife and Deputy Manager of CC, Project Manager, Children's Joint Commissioner/Project Lead and Hospital Matron.

Staffing to be confirmed.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

- Resident in the Borough of Luton
- Registered with a Luton GP

4.2 Location(s) of Service Delivery

Agreed locations across the locality.

4.3 Days and hours of Operation
The programmes will be provided as required and agreed and could include daytime, evenings and weekends.

4.4 Eligibility Criteria and Care Pathways

Access to the programme is via a single referral process subject to agreed programme access criteria.

4.5 Exclusion Criteria

Does not meet programme access criteria.
Does not reside within the Borough of Luton.
Is not registered with a Luton GP.

4.7 Response Time and Prioritisation

Agreed as part of the governance framework.

5. Discharge Criteria and Planning

N/A – Programme based

6. Prices and Costs

The CCG's contribution for 2013/14 is £20,000

The Council's contribution for 2013/14 is £112,000

SCHEDULE 5

RELEVANT FUNCTIONS

A. Council Functions

Any functions which are engaged in the delivery of the Service to children and young people and which by section 18 of the Children Act 2004 are conferred on or exercisable by the authority:-

- in their capacity as a local education authority;
- as being social services functions which relate to children;
- as being functions conferred on the authority under sections 23C to 23D of the Children Act 1989,

and which are health related functions of local authorities for the purposes of the Regulations as amended (so far as relevant) by:-

- The Local Authorities (Executive and Alternative Arrangements) (Modification of Enactments and Other Provisions) (England) Order 2001 [SI 2001/2237];
- The National Health Service Reform and Health Care Professions Act 2002 (Supplementary, Consequential etc. Provisions) Regulations 2002 [SI 2002/2469];
- The NHS Bodies and Local Authorities Partnership Arrangements (Amendment) (England) Regulations 2003 [SI 2003/629]; and
- The Health and Social Care (Community Health and Standards) Act 2003 (Supplementary and Consequential Provision) (NHS Foundation Trusts) Order 2004 [SI 2004/696].

B. CCG Functions

The function of providing or making arrangements for the provision of services:-

- under sections 2 and 3(1) of the National Health Services Act 1977, including rehabilitation services and services intended to avoid admission to hospital but excluding surgery, radiotherapy,

termination of pregnancies , endoscopy, the use of Class 4 laser treatments and other invasive treatments and emergency ambulance services; and

- under section 5 (1) of the National Health Services Act 1977.