

DATED

2016

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**MEMORANDUM OF UNDERSTANDING**

between

**CHESHIRE EAST BOROUGH COUNCIL**

and

**NHS SOUTH CHESHIRE CLINICAL COMMISSIONING GROUP**

and

**NHS EASTERN CHESHIRE CLINICAL COMMISSIONING GROUP**

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**THIS AGREEMENT** is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016

## **PARTIES**

- (1) CHESHIRE EAST BOROUGH COUNCIL of Westfields, Middlewich Road, Sandbach, Cheshire CW11 1HZ (**Authority One**).
- (2) NHS SOUTH CHESHIRE CLINICAL COMMISSIONING GROUP of Bevan House, Barony Court, Nantwich, Cheshire CW5 5RD (**Authority Two**).
- (3) NHS EASTERN CHESHIRE CLINICAL COMMISSIONING GROUP of 1st Floor, West Wing New Alderley House, Victoria Road, Macclesfield, Cheshire, SK10 3BL (**Authority Three**).

## **1. BACKGROUND**

- 1.1 Authority One, Authority Two and Authority Three have agreed to work together on the project detailed in Annex A (**Project**).
- 1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:
  - (a) the key objectives of the Project;
  - (b) the principles of collaboration;
  - (c) the governance structures the parties will put in place; and
  - (d) the respective roles and responsibilities the parties will have during the Project.

## **2. KEY OBJECTIVES FOR THE PROJECT**

- 2.1 The parties shall undertake the Project to achieve the key objectives set out in Annex A to this MoU (**Key Objectives**).
- 2.2 The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in the Annex A and Annex D to this MoU.

## **3. PRINCIPLES OF COLLABORATION**

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;

- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation.
- (g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the parties agree to make the contributions detailed in Annex D to this MoU; and
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

#### **4. PROJECT GOVERNANCE**

##### **4.1 Overview**

The governance structure defined below provides a structure for the development and delivery of the Project.

##### **4.2 Guiding principles**

The following guiding principles are agreed. The Project's governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with Project scope (and may therefore require changes over time);
- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the Project governance arrangements set out in this MoU.

#### 4.3 Sponsors' board

The **Sponsors' Board** provides overall financial and strategic oversight and direction to the Project. This group will consist of:

- (a) **Authority One:** Jonathan Potter (Head of Preventative Services – Cheshire East Council) and Shelley Brough (Commissioning Manger, Public Health Cheshire East Council)

**Authority Two:** Lesley Cleworth (Service Delivery Manager Mental Health – NHS South Cheshire Clinical Commissioning Group).

**Authority Three:** Emma Leigh (Clinical Projects Manager - NHS Eastern Cheshire Clinical Commissioning Group)

- (b) The Sponsors' Board shall meet at least once in every two months with the Project Board, and shall be managed in accordance with the terms of reference set out in Annex B to this MoU.

#### 4.4 Project board

- (a) The Project Board will provide strategic management at Project and workstream level. It will provide assurance to the Sponsors' Board that the Key Objectives are being met and that the Project is performing within the boundaries set by the Sponsors' Board.

- (b) The Project Board consists of representatives from each of the parties. The Project Board shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board. The core Project Board members are:

- Jonathan Potter (Head of Preventative Services – Cheshire East Council)
- Shelley Brough (Commissioning Manger, Public Health Cheshire East Council)
- Lesley Cleworth (Service Delivery Manager Mental Health– NHS South Cheshire Clinical Commissioning Group)
- Emma Leigh (Clinical Projects Manager - NHS Eastern Cheshire Clinical Commissioning Group)
- Keith Simpson (Headteacher – Middlewich High School)
- Tania Stanway (Clinical Director for East Cheshire CAMHS – Cheshire and Wirral Partnership Trust)
- Gervase McGrath (Chief Executive Officer – Visyon)
- Amanda Greenwood (Participation Services Coordinator – The Children's Society)

- Ann Wright (Chief Executive Officer – Just Drop In)
- (c) The Project Board and the Sponsors’ Board shall meet jointly on a monthly basis.
- (d) The Project Board shall be managed in accordance with the Terms of Reference set out in Annex C to this MoU.

**4.5 Reporting**

Project reporting shall be undertaken as follows:

- (a) **Meetings:** the Project Board and the Sponsors' Board shall meet jointly on a monthly basis. Reporting shall be monthly, based on the minutes from the Project Board and Sponsors’ Board Joint Meeting highlighting: progress this period; issues being managed; issues requiring help (that is, escalations to the Sponsors' Board) and progress planned next period and/or aligned with the frequency of the Sponsors' Board meetings.
- (b) **Organisational:** the Project Board members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Project Board before being issued.

**5. ROLES AND RESPONSIBILITIES**

5.1 The parties shall undertake the following roles and responsibilities to deliver the Project:

<b>Activity</b>	<b>Authority One</b>	<b>Authority Two</b>	<b>Authority Three</b>
Overall Project Lead	Lead	Assure	Assure
Managing all finances associated with the Project including payment of suppliers	Lead	Assure	Assure
Monitoring information associated with the Project and sharing as appropriate with the Steering Group	Lead	Assure	Assure
Contracting with any supplier(s) in relation to the Project and performance managing of the contract(s)	Lead	Assure	Assure
Providing support for content development and	Lead	Assure	Assure

structure of the Project			
Lead on communications plan and marketing for the Project	Lead	Assure	Assure
Agreeing all marketing campaign(s) for the Project	Lead	Assure	Assure
Devising evaluation criteria to assess effectiveness of the Project	Lead	Assure	Assure
Providing all relevant information on expenditure for the Project	Lead	Assure	Assure

5.2 For the purpose of the table above:

**Lead:** the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;

**Assure:** the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogation raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

5.3 Within 3 months of the date of this MoU the party with the lead role for any aspect of the Project shall develop a delivery plan for that part of the Project which shall identify the following:

- (a) the key milestones for the delivery of the Key Objectives;
- (b) what employees (other than employees identified in this MoU) will be required to work on the Project;
- (c) whether any staff will need to be seconded from one party to the other;
- (d) what staff will require access to the premises of the other party;
- (e) any further procurement requirements arising in connection with the delivery of the Project.

Each delivery plan must be approved by the Project Board prior to being implemented.

- 5.4 A monthly financial schedule detailing expenditure, both in month and forecast for the duration of the project, will be taken to meetings of the Project Board and Sponsors Board. This will support decision making and ensure all organisations are goal congruent. The schedule will be split by party for the purposes of financial reporting. Each party will have sign off for investment decisions.

## **6. ESCALATION**

- 6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Board within 5 Working Days, the matter may be escalated to the Sponsors' Board for resolution.
- 6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives).

## **7. INTELLECTUAL PROPERTY**

- 7.1 The parties intend that notwithstanding any secondment any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party noted in clause 5 above for the part of the project that the intellectual property right relates to).
- 7.2 Where any intellectual property right vests in any party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

## **8. TERM AND TERMINATION**

- 8.1 This MoU shall commence on the date of signature by both parties, and shall expire on completion of the Project.

8.2 Any party may terminate this MoU by giving at least three months' notice in writing to the other parties at any time. For the avoidance of doubt, where this MoU is terminated pursuant to this clause 8.2, the terminating party shall not be entitled to a refund of its Annex D Contributions.

**9. VARIATION**

This MoU, including the Annexes, may only be varied by written agreement of the Sponsors' Board.

**10. CHARGES AND LIABILITIES**

10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

10.2 The parties agree to share the costs and expenses arising in respect of the Project between them in accordance with the Contributions Schedule set out in Annex D to this MoU.

10.3 The parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

**11. STATUS**

11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

**12. GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNATURE

Signed for and on behalf of  
CHESHIRE EAST BOROUGH  
COUNCIL

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of NHS  
SOUTH CHESHIRE CLINICAL  
COMMISSIONING GROUP

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of NHS  
EASTERN CHESHIRE CLINICAL  
COMMISSIONING GROUP

Signature: .....  
Name: .....  
Position: .....  
Date: .....

## CONTACT POINTS

### **Authority One**

Name: Shelley Brough  
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Name: Jonathan Potter  
Office address: Cheshire East Council  
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### **Authority Two**

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### **Authority Three**

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## **Annex A. The Project**

### **Project overview**

The overall aim of the project is to deliver an agreed one year pilot of the Emotionally Healthy Schools Programme (the Programme) in six secondary schools in Cheshire East, and to subsequently develop and roll out the Programme across the area of Cheshire East Borough Council.

### **The Key Objectives**

The Key Objectives are for the parties to work in partnership as follows:

- (a) to deliver a one year pilot of the Emotionally Healthy Schools Programme:
  - (i) Six secondary schools were nominated by all secondary heads to pilot the Emotionally Healthy Schools Programme in June 2016;
  - (ii) Cheshire East Council commissioned CWP to provide CAMHS leadership and Visyon to provide project management and project worker support. These contracts started between July and September 2015;
  - (iii) Project workers started support of the six secondary schools in January 2016. This support will continue until December 2016. Support consists of supporting schools and partners to test out different ways of supporting children and young people's emotional health and rolling out those activities that are successful.
- (b) to develop the Emotionally Healthy Schools Programme in accordance with the aims and provisions of the Programme Development – as described below.

### **Programme Development**

- The ambition is to develop a sustainable programme that runs in every primary school and every secondary school in Cheshire East.
- The income that has been identified to date will allow considerable progress toward this ambition.
- The development of the programme and the prioritisation of opportunities shall be lead by the Emotionally Healthy Schools Project Board. This group shall commission activity under the remit of the programme up to the available budget.

### **Key Milestones**

The initial Key Milestones for the Project are:

- Six secondary schools nominated to coproduce the pilot programme – June 2015
- CWP commissioned to provide CAMHS leadership - July 2015

- Visyon commissioned to provide project management and project worker capacity – September 2015
- Project workers start provide support in six secondary schools – January 2016
- Project workers stop providing support in six secondary schools – December 2016
- Primary school model developed – July 2016
- Roll out to other secondary schools planned – July 2016

Precise/further dates for Key Milestones shall be agreed pursuant to Clause 5.3 of the MoU.

## **The Existing Position and Contributions already made**

### **1. EXPENDITURE**

<b>Emotionally Healthy Schools Programme Expenditure</b>	
CWP contract (CAMHS Lead)	£80,000
Visyon contract (Programme Manager, 3x Project Workers, Administration Support)	£314,500
Schools allocation (£3,000 for each school)	£18,000
Evaluation	£40,000
<b>Total Expenditure</b>	<b>£358,000</b>

- 1.1. CWP has been commissioned to provide clinical support to pilot the emotionally healthy schools programme in 6 secondary schools. This contract runs from July 2015 to December 2016 and costs £80,000.
- 1.2. Visyon has been commissioned to provide resource to pilot the emotionally health schools programme in 6 secondary schools. This provides a project manager, 3 project workers and administration support. Visyon has sub-contracted some of this work to Just Drop in and Children’s Society. This contract runs from August 2015 to December 2016 and costs £222,000 per year. Phase 2 of Emotionally Healthy Schools will be commissioned to commence from January 2017.
- 1.3. A budget of £3,000 has been allocated to each of the six pilot secondary schools to facilitate transformational change.
- 1.4. Salford University has been commissioned to evaluate the Emotionally Healthy Schools Programme in 6 secondary schools. This contract runs from November 2015 to December 2016 and costs £40,000.

### **2. FINANCIAL**

See also Annex D Financial Contributions and Notes.

## **Annex B. Sponsors' Board terms of reference**

- **Remit:**
  - Actions of Project Board requiring approval
  - Agree all financial spend in respect of the Project
  - Sign off communication and marketing strategy and plan
- **Decision-making:**
  - Jonathan Potter/Shelley Brough; Lesley Cleworth; Emma Leigh
  - Consensus should be tried to be achieved by all parties
- **Meetings:**
  - Minimum of bi-monthly
  - One representative present from each of the three organisations
  - To be held at an agreeable venue
  - Next meeting to be agreed at the meeting and all relevant papers to be circulated a minimum of 48 hours prior

## **Annex C. Project Board Terms of Reference**

### **Cheshire East**

#### **Children and Young Peoples Mental Health Strategy Group**

##### **Terms of reference**

### **1. Background**

#### **1.1 Transformation Plan**

The Government's wide-ranging report on children and adolescent mental health, Future in Mind, March 2015, stipulates that each CCG area is required to produce a Transformation Plan. These Plans should cover the whole spectrum of services for children and young people's mental health and wellbeing from health promotion and prevention work, to support interventions for children and young people who have existing or emerging mental health problems, as well as transitions between services. The Cheshire East Transformation Plan Priorities include:

- Promoting resilience, prevention and early intervention
- Improving access to effective support – a system without tiers
- Care for the most vulnerable (Including Emotionally Health Schools)
- Developing the workforce

#### **1.2 Emotionally Health Schools**

The initial Cheshire East Emotionally Healthy Schools (EHS) pilot was developed in late 2014. The ambition of the programme was to encourage:

- Leadership and management that supports and champions efforts to promote emotional health and wellbeing
- An ethos and environment that promotes respect and values diversity
- Curriculum, teaching and learning to promote resilience and support social and emotional learning
- Enabling student voice to influence decisions
- Staff development to support their own wellbeing and that of students
- Identifying need and monitoring impact of interventions
- Working with parents/ carers

- Targeted support and appropriate referral through all schools in Cheshire East.

Phase 2 of Emotionally Healthy Schools Programme started in January 2017 and has a number of components:

- 1) Access to specialist mental health advice (single point of access) and a brokerage model to support professionals working with Children and Young people (CYPMH Link Programme)
- 2) Access to tools 'Tools for Schools' piloted through phase 1 and support to professionals to implement
- 3) Education specialist Leadership
- 4) Systems and processes to identify and support children and young people in the different Thrive groups
- 5) Development of 'Getting Advice' quadrant including on-line platform

## **2. Our Vision: LTP ambitions 2016-2020**

By 2020 we will have built on existing practice to ensure:-

- Every young person in Cheshire East has access to a graduated and timely response to emotional health issues, ranging from maintaining a healthy mind to acute crisis
- That Cheshire East has a joined up system that operates across the THRIVE Model and harnesses the capacity of the third sector.
- All Cheshire East educational settings are better equipped to support the Emotional Health of their populations working within the getting advice and getting help quadrants of the Thrive model
- Coordinated robust risk support for the most vulnerable between partners including youth justice.
- Everyone in contact with children and young people feels equipped to actively support their mental health and wellbeing
- That access to getting more help and risk support is available through local settings including primary, acute and specialist care, is timely, and based on clear pathways of care linked to different types of need.
- Well informed commissioners with comprehensive intelligence about needs and provision who strive to co-produce with children, young people and their families leading to innovative, creative and responsive support across a range of services from primary to inpatient and secure settings.

## **3. Project Board Responsibilities**

- To review and monitor the Transformation Plan Priorities
- To receive progress reports on cross cutting priorities within the TP including:
  - DfE Vulnerable Children’s Project
  - The Children and Young People Mental Health Link Programme (The Link)
  - Tools for Schools
  - Education specialist Leadership Programme
  - The ‘Getting Advice’ quadrant of EHS Phase 2 including on-line platform
- To monitor and assess the progress of the LTP – Impact / Outcomes
- To take any appropriate action to ensure that phase 2 of EHS achieves maximum potential
- To identify and support opportunities to resource the sustainability of the priorities LTP
- To ensure engagement with relevant stakeholders including children and young people throughout is robust
- To assess project risks as they arise and allocate responsibility for implementing mitigation or contingency arrangements
- To develop a joined up system that operates across the THRIVE Model via an integrated commissioning work stream, with all components working to the same agenda/priorities

#### 4. Project Board Membership

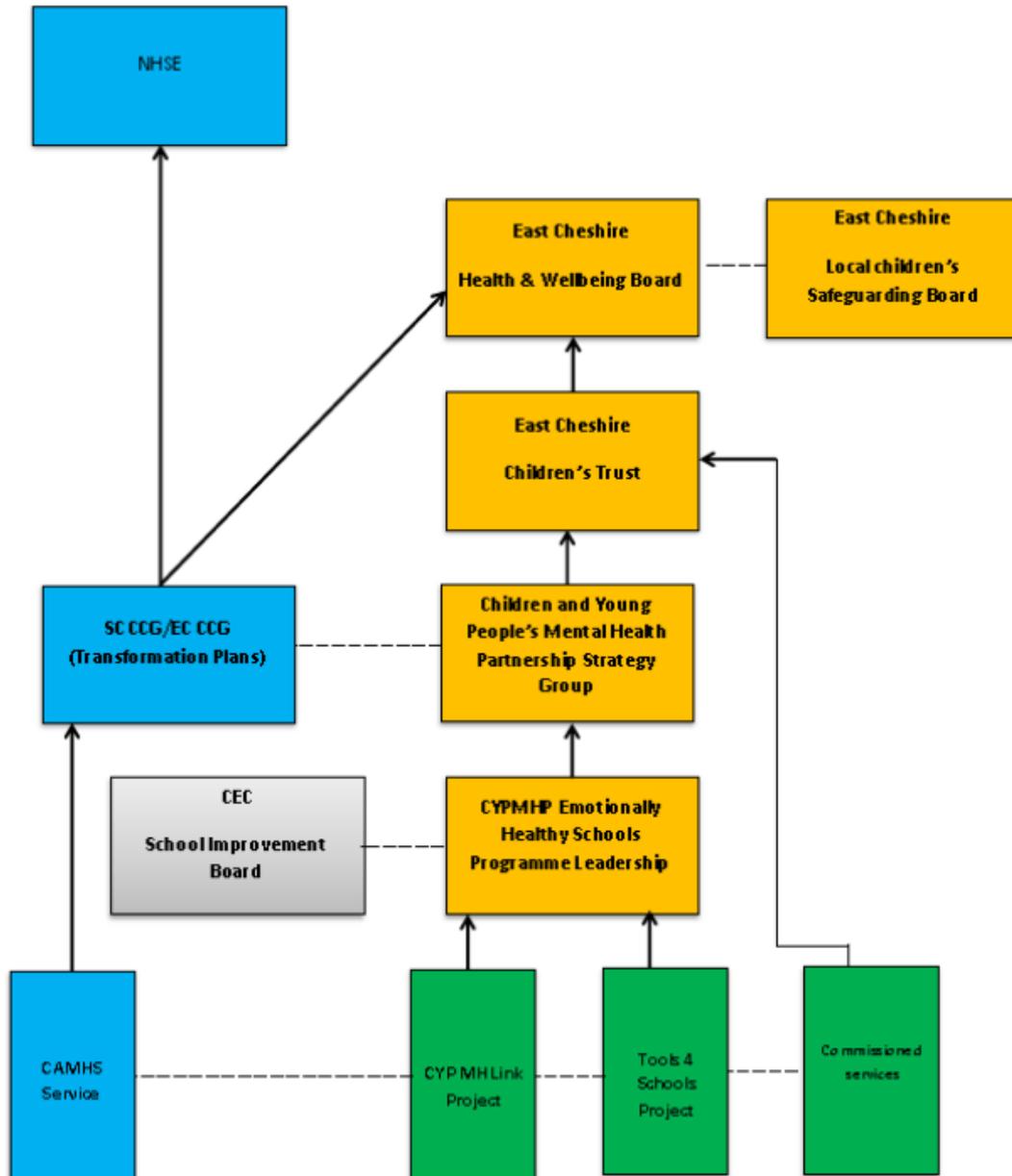
<b>Name</b>	<b>Job Title</b>	<b>Organisation</b>
Jonathan Potter (Chair)	Head of Preventative Services	Cheshire East Council
Shelley Brough	Commissioning Manager: Public Health	Cheshire East Council
Andy Mills	EHS Vulnerable Children Project Facilitator	Cheshire East Council
Lesley Cleworth	Service Delivery Manager:– Mental Health	NHS South Cheshire CCG
Melanie Brown	Clinical Project Manager:	NHS South Cheshire

	Mental Health	CCG
Emma Leigh	Clinical Projects Manager	NHS Eastern Cheshire CCG
Keith Simpson	Head Teacher	Middlewich High School
Robert Lupton	Senior Mental Health Practitioner Emotionally Healthy Schools Project East Cheshire	Cheshire and Wirral Partnership Trust
Gervase McGrath	Chief Executive Officer	Visyon
Sara Torr	Project Manager (EHS)	Visyon
Nicola Dye	EHS	Visyon
Amanda Greenwood	Participation Services Coordinator	The Children's Society
Ann Wright	Chief Executive Officer	Just Drop In
Mathew Howard	Consultant Child & Adolescent Psychiatrist	CAMHS
Kirsteen Langton-Flint	Team Manager East Cheshire CAMHS	CAMHS

## 5. Frequency and structure of meetings

- The Strategy Group will meet quarterly
- The Programme Manager will update the board if any issues emerge between
- It is the responsibility of each named organisation to ensure that a named representative or deputy is available

## 6. Governance and Reporting Structure



## 7. Administrative details

Administrative support will be provided by Visyon

Agenda and papers will be circulated within 5 working days of the project.

## Annex D. Contributions

### Financial

Each of the parties' financial contributions to the Project is as specified in the table below:

1. Emotionally Healthy Schools Programme Income	
Children's Public Health Allocation 2014-18 (CEC)	£770,000
<b>NHS South Cheshire CCG</b> (NHSE CAMHS School Link Pilot via SC CCGs)	£100,000
<b>NHS East Cheshire CCG</b> 2015-16 LTP	£85,000
<b>NHS South Cheshire CCG</b> 2015-16 LTP	£76,000
Public Health Allocation 2015-16 (CEC)	£400,000
<b>NHS South Cheshire CCG</b> Department for Education Vulnerable Children and Mental Health Project	£25,000
Total Income	£1,456,000

### Notes to financial contributions:

NHS South Cheshire CCG has transferred £176,000 to Cheshire East Council have transferred £25,000 to Cheshire East Council during 2016/17.

**NHS East Cheshire CCG has transferred £85,000 to Cheshire East Council during 17/18.**

£1 million of the public health ring fenced budget in 2014-15 was transferred to Children's commissioning to support transformational projects that achieved public health outcomes in children. £570k of this £1 million was allocated to the Emotionally Healthy Schools Programme.

The Emotionally Healthy Schools Steering Group supported both CCGs (East Cheshire and Southern Cheshire) in successful bids to be part of a national CAMHS school links pilot. This attracted £50k for each successful CCG, i.e. an additional £100k. Both allocations were paid to South Cheshire CCG. South Cheshire CCG have transferred this to the council to support the Emotionally Healthy Schools Programme.

The CCGs have submitted our Cheshire East Children and Young People's Mental Health Transformation Plan. This has been developed under the governance of the Children's Trust Board as it describes how we will achieve priority 3 of the Children and Young People's Plan 2015-2018: Happiness and Mental Health. This plan was submitted to NHS England on 16<sup>th</sup> October and has been successfully assured. EC CCG received £382,720 in 2015-16 and SC CCG received £342,712 in 2015-16 from NHS England for Children & Young People's Mental Health and Wellbeing. EC CCG allocated £85,000 of this to the Emotionally Healthy Schools Programme and SC CCG allocated £76,000. The CCGs shall transfer these allocations to the Council to support the Emotionally Healthy Schools Programme. South Cheshire CCG have transferred £76,000 to the Council.

There is £400,000 available in the 2015-16 public health ring fenced grant. This is allocated to mental health prevention. It is recommended that this is invested in the Emotionally Healthy Schools Programme and as a result transferred to the Emotionally Healthy Schools Programme budget.

**Staffing, premises and use of IT**

NHS Eastern Cheshire CCG will provide: a manager for the Sponsors' Board/ Project Board and communications and engagement support.

NHS South Cheshire CCG will provide: a manager for the Sponsors' Board/ Project Board, communications and engagement support and a project worker to lead on the vulnerable children's extension.

Cheshire East Borough Council will provide: Commissioning expertise and capacity to lead on the procurement and contract management of CWP and Visyon and any other future providers. Cheshire East Borough Council will provide premises for the project worker to use as a base and access to Cheshire East Council IT to facilitate the project worker's communication.