

CiC with Complex Needs Agreement

DATED

8th January 2026

**Birmingham Women's and Children's NHS Foundation Trust
(as Lead Provider of the West Midlands CAMHs Provider Collaborative)**

AND

**Black Country Healthcare NHS Foundation Trust (as Lead Provider for MH&LDA with
commissioning responsibilities AND provider of MH&LDA services across the Black Country)**

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Parties to this Agreement

Birmingham Women's and Children's NHS Foundation Trust of Steelhouse Lane,

Birmingham,
B4 6NH

Black Country NHS Foundation Trust of Civic Centre, St.Peter's Square,
Wolverhampton, WV1 1SH

Party Representatives for this Agreement

| Party | Representative(s) | Contact Details |
|--|--|--|
| Birmingham Women's and Children's NHS Foundation Trust | Adam Wooldridge, Associate Director of Performance Carly Joseph, Head of Contracting, Finance and Performance | adam.wooldridge@nhs.net carly.joseph3@nhs.net |
| Black Country NHS Foundation Trust | Jonathan Ram, Head of Assurance Magaret Courts, Head of CAMHs Commissioning | jonathan.ram@nhs.net margaret.courts@nhs.net |

Purpose of this Agreement

This Agreement forms a legally binding arrangement between Birmingham Women's and Children's NHS Foundation ("BWC") as "Lead Provider" of the West Midlands CAMHs Provider Collaborative ("WMCPC"), Black Country NHS Foundation Trust ("BCHFT") "Provider"; as the Lead Provider for MH&LDA services across the Black Country (including CAMHS) with commissioning responsibilities conferred as per the Lead Provider contract by NHS Black Country Integrated Care Board ("ICB") as statutory accountable commissioner (each a "Party" and together the "Parties").

It is agreed:

1 Definitions and Interpretation

1.1 In this agreement, unless the context otherwise requires:

1.1.1 Capitalised, bold typeface terms and acronyms have the meanings as set out in the table below.

| TERM | MEANING |
|--|--|
| Agreed Funding | The money allocated by BWC to BCHFT and this Agreement to undertake the Services as set out in Annex 2 (Services to be Provided) |
| Arising IP | Any Intellectual Property Rights created by one or more Party during or arising from the performance of this Agreement |
| Background IP | Any Intellectual Property Rights used or provided by any Party in the performance of this Agreement which is not Arising IP |
| BCHFT (Lead Provider and Provider | Black Country NHS Foundation Trust, as a Lead Provider for MH&LDA with commissioning responsibilities across Black Country (including CAMHs community services). |
| BWC | Birmingham Women's and Children's NHS Foundation Trust, Lead Provider of West Midlands CAMHs Provider Collaborative |
| CAMHs | Child and Adolescent Mental Health Services |
| Change | An amendment to any term of this Agreement in accordance with the Change Control Process |
| Change Control Notice | The written record of any change agreed or to be agreed by the Parties pursuant to the Change Control Process in the form set out in Annex 1 of this agreement |
| Change Control Process | The Change Control Process referred to in Clause 13 of this agreement |
| Expiry | 31 st March 2027 unless earlier as set out in 2.1 |
| General Condition | Standard general terms of the NHS Standard Contract |
| Lead Provider (CAMHS for Tier 4 Inpatient Services) | Provider given delegation of commissioning responsibilities for CAMHs Tier 4 inpatient services by NHS England. BWC for West Midlands CAMHs Provider Collaborative |
| NHS Standard Contract | The healthcare services contract used across the NHS for contracting of healthcare services |
| Operational Day | A day other than a Saturday, Sunday or a bank holiday in England |
| Party | Each of BWC and BCHFT in individual capacity participating in this Agreement |

| | |
|------------------------------------|---|
| Parties | BWC and BCHFT collectively participating in this Agreement (within the scope of the roles and responsibilities defined in sections 6 & 7) |
| Provider | Provider of the healthcare services |
| Regulator | Care Quality Commission |
| Schedules | Parts of the NHS Standard Contract |
| Services | The Services that the WMCPG have agreed to fund via BWC as Lead Provider for the WMCPG which are to be provided by BCHFT as Provider of CAMHs services. |
| Suspension Event | As described in General Condition 16 of NHS Standard Contract |
| WMCPG | West Midlands CAMHs Provider Collaborative; collaborative of Providers providing CAMHs to population of West Midlands |
| WMCPG Commissioning Hub | The 'hosted' function by BWC to act on its behalf, discharging its Lead Provider responsibilities (general reference during this agreement to BWC will mean WMCPG Commissioning Hub and vice versa) |

1.1.2 References to Schedules and General Conditions shall be references to Schedules and General Conditions in the NHS Standard Contract.

1.1.3 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.

1.1.4 The headings in this agreement will not affect its interpretation.

1.1.5 If there is any conflict between the terms of this agreement and the terms of the NHS Standard Contract, the terms of the NHS Standard Contract will prevail.

2 Commencement and Duration of this agreement

2.1 This agreement comes into effect on the date set out at the head of this Agreement and, unless terminated earlier, will expire on the “**Expiry**” date, or on exhaustion of the Agreed Funding.

3 Principles of the agreement

3.1 In consideration of performing their respective obligations under this agreement the Parties must:

3.1.1 at all times work collaboratively with each other to ensure the outcomes set out in Annex 2 (Services to be Provided) are achieved;

- 3.1.2 act in a timely manner with regards to implementation of this Agreement;
- 3.1.3 at all times, observe relevant statutory powers and best practice to ensure compliance with Applicable Laws and standards including those governing procurement, data protection and freedom of information; and
- 3.1.4 have regard to the needs and views of all of the Parties, and as far as is reasonably practicable take such needs and views into account.

4 Function of the agreement

- 4.1 The function of this agreement is to ensure the Parties transact the Agreed Funding to enable BCHFT to deliver the Services as set out in Annex 2 (Services to be Provided), working collaboratively to monitor delivery and outcomes of the Services.

5 Agreed Funding

- 5.1 BWC, in its Lead Provider role of the WMCPC, will be responsible for identifying and transacting the Agreed Funding over to BCHFT, in accordance with the Terms of this Agreement.
- 5.2 BCHFT will invoice BWC for the Agreed Funding in its entirety. BWC have confirmed that BCHFT must defer any underspend into 2026/27.
- 5.3 In agreement with the WMCPC Commissioning Hub, and in line with the NHS Standard Contract, the Services may be sub-contracted as appropriate; any sub-contracted funding will be co-ordinated through BCHFT.
- 5.4 The Agreed Funding will meet the terms of the Lead Provider Contract between BWC and NHS England.
- 5.5 The Agreed Funding will solely be that which is set out in Annex 3 (Agreed Funding) and should be used for the sole purpose of delivering the Services as set out in Annex 2 (Services to be Provided).

6 BCHFT Lead Provider Role

- 6.1 In addition to its obligations under the NHS Standard Contract, BCHFT is responsible for the following during the Term of this agreement:
 - 6.1.1 to provide assurance, on request, to the WMCPC Commissioning Hub that the Services meet the outcomes and standards set out in Annex 2 (Services to be

Provided);

- 6.1.2 ensuring that in delivering the Services it meets all Regulatory requirements at all times;
- 6.1.3 ensuring that the Agreed Funding is spent only on the Services as identified in Annex 2 (Services to be Provided);
- 6.1.4 monitoring the effectiveness and quality of the Services being provided under this agreement;
- 6.1.5 developing appropriate exit arrangements on exhaustion of the Agreed Funding;
- 6.1.6 having appropriate systems and processes in place to supply information to the WMCPC Commissioning Hub to support future commissioning in relation to the Services and;
- 6.1.7 supporting the sharing of learning from delivery of the Services across the wider WMCPC.

7 WMCPC Commissioning Hub Role (BWC)

- 7.1 WMCPC Commissioning Hub, in addition to its responsibilities to BWC as Lead Provider for the WMCPC is responsible for the following during the Term of this agreement:
 - 7.1.1 supporting BWC to transact the Agreed Funding, ensuring all relevant documentation is completed as required for robust governance;
 - 7.1.2 requesting from BCHFT appropriate information as set out in Annex 2 (Services to be Provided) to receive assurance against the Services being provided and that good outcomes are being achieved for children and young people within the Black Country;
 - 7.1.3 providing advice and supporting the implementation of the Services as felt required by BCHFT to enable effective delivery of the Services;
 - 7.1.4 manage and monitor adherence of all Parties to the Terms set out in this Agreement;
 - 7.1.5 ensuring that shared learning from BCHFT delivery of the Services is obtained, and factored into future commissioning arrangements where responsibility falls within specialised commissioning;
 - 7.1.6 provide assurance to the wider WMCPC against BCHFT's delivery of the Services.

8 Suspension of the Services

8.1 If a Suspension Event occurs and the WMCP Commissioning Hub reasonably believes that it is necessary to suspend any part of the Services in accordance with the NHS Standard Contract with immediate effect, the Parties shall follow the procedure set out in General Condition 16 of the NHS Standard Contract (Suspension).

9 Notices

9.1 Any notices given under this Agreement must be in writing and must be served by hand or post, to the address for the relevant Party set out at the beginning of this Agreement, or by e-mail to the address(es) provided by the Parties in this Agreement.

9.2 A notice or other communication shall be deemed to have been received:

9.2.1 if delivered personally, when left at the address set out at the beginning of this Agreement;

9.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Operational Day after posting;

9.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

9.2.4 if sent by email once a delivery receipt has been received by the sender;

provided that, if deemed receipt of a notice under this Clause 10.2 is not received prior to 5.30pm on an Operational Day then it will be deemed to have been received at 9.00am on the next Operational Day.

10 Dispute resolution

10.1 Where any dispute arises in connection with this Agreement, all Parties must use their best endeavours to resolve that dispute on an informal basis.

10.2 Where any dispute is not resolved under this clause on an informal basis, the Parties shall follow the procedure set out at within General Condition 14 of the NHS Standard Contract (Dispute Resolution).

11 Conflicts of interest

11.1 Each Party representative must abide by all policies of its appointing Party in relation to conflicts of interest.

11.2 The Parties shall follow the procedure set out in General Condition 27 (Conflicts of Interest and Transparency on Gifts and Hospitality) of the NHS Standard Contract for dealing with any actual, potential, or perceived conflict of interest.

12 Change Control Process

12.1 Either Party may submit a written request for Change to the other Parties in accordance with this Clause 13, but no Change will come into effect until a Change Control Notice has been signed by authorised representatives of all Parties.

12.2 If either Party requests a Change, it will send to the other Parties a Change Control Notice in the form set out in Annex 1.

12.3 If, following a Party's receipt of a Change Control Notice pursuant to clause 12.1 or clause 12.2:

12.3.1 the Parties agree the terms of the relevant Change Control Notice, they will sign it and that Change Control Notice will amend this Agreement;

12.3.2 either Party does not agree to any term of the Change Control Notice, then the other Party may refer the disagreement to be dealt with in accordance with the dispute resolution procedure at Clause 11 of this Agreement.

12.4 Each Party will bear its own costs in relation to compliance with the Change Control Process.

12.5 Any Change made cannot conflict with the terms of the NHS Standard Contract.

13 Variations to this Agreement

13.1 Any variation to this Agreement will only be effective if it is made in writing, agreed and signed by all the Parties, and notified via use of the form in Annex 1.

14 Termination

14.1 The Parties may terminate this Agreement at any time providing six (6) months' notice in writing in accordance with Clause 10 of this Agreement. At the discretion of the WMCPC Commissioning Hub (BWC) this notice period may be reduced where the WMCPC Commissioning Hub determines that it is reasonable to do so.

15 Consequence of expiry or termination

15.1 The Parties to this Agreement recognise their continuing responsibilities in relation to the

performance of functions and liabilities under this Agreement. This liability extends, insofar as is required beyond expiry or termination of this Agreement.

15.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Parties.

16 Liability and Indemnity

16.1 For responsibilities and liabilities in connection with the Services will be allocated under the NHS Standard Contract.

16.2 For responsibilities and liabilities that arise out with the NHS Standard Contract, the Parties agree that, in relation to the matters set out in this Agreement, each indemnifies and keeps each Party indemnified against any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of any breach of contract in connection with the performance of this Agreement.

17 Intellectual Property

17.1 Each Party confirms that it owns or is entitled to use all its Background IP.

17.2 In order to meet Clauses 6.1.7 and 8.1.5 of this Agreement the Parties may choose to share any of their Background IP with the other. In doing so, the Parties grant each other Party (as Licensees) a non-transferable licence to use such Background IP insofar as is reasonably required for the sole purpose of the fulfilment of the Party's obligations under this Agreement.

17.3 All Arising IP developed or created by BCHFT alone shall be owned by BCHFT alone.

17.4 Each Party (as Lessor) hereby grants to each other Party (for BWC only for obligations under its Lead Provider responsibilities to the WMCP) (as Licensees) a fully paid up non-exclusive licence to use all of its Arising IP (including, to the extent required to allow the right to use it, any Arising IP jointly owned by the Party's (as Lessors) for the sole purpose of the fulfilment of each Parties obligations under this Agreement. The licence granted under this Clause 18.4 will continue and survive the expiry of this Agreement.

17.5 To the extent where there is collaboration in further development and delivery of the Services between the Parties, it shall be jointly owned in equal and undivided shares by those Party's who developed it.

17.6 In the event of expiry or termination of this Agreement pursuant to Clause 15 above then:

17.6.1 All licences granted pursuant to Clauses 18.1 and 18.3 shall terminate and each Party (as Licensee) shall cease use of any of the other Party's Background IP and Arising IP; and

17.6.2 Each Party which is joint owner of any Arising IP pursuant to Clause 18.4 shall grant each other joint owner of that Arising IP a royalty free, perpetual and irrevocable licence to use that Arising IP.

18 Other Party Rights

18.1 A person and/or organisation who is not a party to this Agreement shall not have any rights under or in connection with it.

19 Governing Law and Jurisdiction

19.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law and, subject to Clause 11 (Dispute Resolution), the Parties irrevocably submit to the exclusive jurisdiction of the courts of England.

Signatories

| | |
|--|---|
| Signed by: | Phil Foster |
| for and on behalf of Birmingham Women's and Children's NHS Foundation Trust | |
| Signature: |  |
| Title: | Chief Finance Officer |
| Date: | 8 th January 2026 |

| | |
|---|---|
| Signed by: | Kuli Kaur-Wilson |
| for and on behalf of Black Country Healthcare NHS Foundation Trust | |
| Signature: |  |
| Title: | Chief Strategy & Partnerships Officer / Deputy CEO |
| Date: | 05/01/2025 |

Annex 1 - Change Control Notice

CCN Number:

| | |
|------------------------|--|
| Title of Change | |
|------------------------|--|

| Change Control Notice (CCN to the following agreement): | | |
|--|--------------------------|---------------------------|
| Agreement name | Date of Agreement | |
| Tri-Partite Agreement | | |
| Date Change Requested | Date CCN Raised | Expiry date of CCN |
| | | |

| |
|----------------------|
| Originator |
| Name: |
| Organisation: |
| Telephone: |
| Email: |

| |
|---------------------------------------|
| Clauses and Schedules affected |
| |

| Associated Change Control Notices | | |
|--|--------------------------|--------------------------|
| CCN No. | Name of Agreement | Date of Agreement |
| | | |

| |
|--------------------------|
| Reason for change |
| |

| |
|------------------------------|
| Description of Change |
| |

| |
|-----------------------------|
| Changes to Agreement |
| |

Impact of change on other agreement provisions**Timetable for implementation****Acceptance**

| | |
|--|---|
| Signed for and on behalf of: Birmingham Women's and Children's NHS Foundation Trust | Signed: Print Name: Title: Date: |
| Signed for and on behalf of Black Country Healthcare NHS Foundation Trust | Signed: Print name: Title: Date: |

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Annex 2 Services to be Provided

| | |
|--|---|
| Service Name | Dedicated Mental Health Service for Children and Young People (CYP) in Care. |
| Population and/or geography to be served | The services provided are for CYP in the care system, residing within the Black Country geographical boundary, who present with complex mental health needs and who are aged between 11-18 years. |
| Service aims and desired outcomes | <p>Research referenced within the 2021 NICE guidelines for looked after children highlights¹ a 45% rate of mental health disorder amongst care experienced children aged 5 – 15, compared to 10% within the general population of the same age profile – figures as high as 72% are cited when the mental health needs of children living in residential children's homes are considered in isolation.</p> <p>Evidence also indicates the growing number of children and young people entering the care system, combined with recognition of the long-term impact of unmet mental health need on all aspects of young lives, including chances of reaching their potential and leading happy and healthy lives as adults.</p> <p>Aims</p> <p>To develop local service provision that:</p> <ul style="list-style-type: none"> • Provides high quality, safe, timely and efficient services for CYP in care. • Creates better experiences for CYP and those who care for them, by developing and delivering care and interventions in partnership with them as standard. • Prevent CYP in care from crisis escalations. • Improve the mental health and well-being of CYP in care. • Ensuring structured transitions to mainstream services, preventing long-term specialist dependency. <p>Desired Outcomes</p> <p>Fewer Crisis Interventions</p> <ul style="list-style-type: none"> • Reduced emergency placements • Reduced admissions to mental health inpatient units • Reduced numbers of CYP placed in high-cost, out-of-area care due to unmet need relating to their mental health needs. <p>Improved Health and Wellbeing of CYP</p> <ul style="list-style-type: none"> • Enhanced mental health. • Reduction in waiting time for mental health intervention(s) for children in care • Improved stability (living situation, relationships, education & healthcare) • Improved resilience (ability to adapt and cope with stress, trauma and adversity) • Enhanced education engagement, attendance, and re-integration rates |
| Service description and locations(s) from which it will be delivered | The services will be available to children in care, living across the Black Country geographical area and demonstrate alignment to local need and gaps in provision: |

¹ [1 Context | Looked-after children and young people | Guidance | NICE](#)

| | |
|------------------|---|
| | <p>The service will provide a demonstrable expansion beyond existing local approaches to trauma-informed psychological and mental health offers for children in care.</p> <p>The service should be delivered in child-appropriate, safe environments – offering a personal and tailored approach which maximises engagement. The hours of the service should be flexible to accommodate schedules and minimise disruption to established routines (eg, access to education).</p> <p>The service should consider the use of digital and remote support options to enable continuity of care and accessibility.</p> <p>The service will provide increased access to professional mental health treatment/support, accessible to children in care in a timely manner ensuring prompt response to emerging need.</p> <p>The service will enable the integration of timely evidence-based therapeutic interventions for children in care.</p> <p>Core components of the service should include, but are not limited to:</p> <ul style="list-style-type: none"> • Holistic assessment and co-produced care planning • Delivery of therapeutic interventions, including individual and group based approaches • Multi-agency working to enable integrated pathways with other local provision including social care, CAMHS, education and voluntary sector led support offers • Ability to provide rapid response to help stabilise urgent situations • Transition support where appropriate, ensuring planning for care leavers and links to adult mental health services as required. <p>The service must be compliant with safeguarding policies and statutory requirements.</p> |
| Reportable KPI's | <p>Metric (Activity Measures)</p> <ol style="list-style-type: none"> 1. Number of CYP receiving support from the service during the previous 6 months 2. Number of CYP exiting the service during the previous 6 months 3. % of CYP with a clinical formulation and subsequent co-produced support plan in place as at end of the six month period <p>Outcomes</p> <ol style="list-style-type: none"> 4. Improved mental health and emotional well-being, measured via validated tool(s) and demonstrated within a quarterly report 5. Increase in placement stability for the young person 6. Reduction in escalation of need and subsequent admissions to psychiatric services. 7. Evidence of positive interaction with the service demonstrated via feedback from CYP and those who support them (via Exit questionnaire, compliments etc) 8. CYP are enabled to achieve the goals outlined within their co-produced support plan, making progress towards the outcomes that matter most to them. <p>The service will record one case study per quarter to demonstrate its impact.</p> <p>The service will implement an “Exit Questionnaire” to collect feedback from children/young people and members of their care system at the point of exit from the service.</p> |

The provider is expected under this agreement to provide, at a minimum, reports twice annually against the KPIs listed as well as assurance against the delivery of the Services to the WMCPC Commissioning Hub. The provider is also expected to provide a mid-year financial update and end of financial year update.

The WMCPC Commissioning Hub may request from time to time during the term of this agreement to meet with BCHFT to discuss progress against their plans. Sufficient advance notice of a minimum of 14 Operational Days will be given in such instance to enable BCHFT to prepare sufficiently.

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Annex 3 Agreed Funding

The table below provides detail for the Agreed Funding which is to be transacted via this agreement.

| | |
|--|---|
| CiC with Complex Needs - Dedicated Mental Health Service for Children and Young People (CYP) in Care. | £2,075,000 |
| | Grand Total £2,075,000 |

To remove any avoidance of doubt, the Agreed Funding is **non-recurrent**.

The total value **Two Million and Seventy-Five Thousand Pounds (£2,075,000)** will be transferred from BWC to the BCHFT in accordance with Clause 5.2 of this agreement. BWC have confirmed that BCHFT must defer any underspend into 2026/27.

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