

CITY AND COUNTY OF SWANSEA

NOTICE OF MEETING

You are invited to attend a Special Meeting of the

EXTERNAL FUNDING PANEL

At: Committee Room 5, Guildhall, Swansea

On: Thursday, 10 September 2015

Time: 11.00 am

AGENDA

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- | | | |
|---|---|--------|
| 1 | Apologies for Absence. | |
| 2 | Disclosures of Personal and Prejudicial Interests. | 1 - 2 |
| 3 | Overview of Current and Forthcoming European and External Funding Applications. | 3 - 28 |



Patrick Arran
Head of Legal, Democratic Services & Procurement
Wednesday, 2 September 2015

Contact: Democratic Services - Tel: (01792) 636923

EXTERNAL FUNDING PANEL (10)

Councillors

Labour Councillors:

Mark C Child	Clive Lloyd
William Evans	Jennifer A Raynor
Robert Francis-Davies	Christine Richards (Deputy Leader)
Jane E C Harris	Rob C Stewart (Leader)
David H Hopkins	Mark Thomas

Officers:

Dean Taylor	Director of Corporate Services
Sarah Crawley	Head of Poverty & Prevention
Mike Hawes	Head of Financial Services
Wendy Parkin	Senior Lawyer, Legal
Spencer Martin	Voluntary Sector Relationship Coordinator
Kathryn Boyle	Grant Co-ordinator
Paul Relf	European Officer
Democratic Services	
Archives	
Spares	

Observers (Non-Voting Members)

Position	Post Holder(s)
Cabinet Members - Invited by the Chair if he deems the items under discussion are relevant	
Attend for Third Sector Matters Only 2 x Representatives from the Third Sector (To be nominated by the Third Sector Working Group)	Carol Green Mary Lithgoe
Attend for Community Action Transformation Fund Matters Only 1 x Representative of Community / Town Council (C/T C) (The Clerk of the relevant Community / Town Council shall be invited to submit comments and on occasion the Chair of the C/T Council or Deputy shall be invited to attend)	Mainly comments only via e-mail however relevant Chair is required by the Panel.

Total Copies Needed: 20

Disclosures of Interest

To receive Disclosures of Interest from Councillors and Officers

Councillors

Councillors Interests are made in accordance with the provisions of the Code of Conduct adopted by the City and County of Swansea. You must disclose orally to the meeting the existence and nature of that interest.

NOTE: You are requested to identify the Agenda Item / Minute No. / Planning Application No. and Subject Matter to which that interest relates and to enter all declared interests on the sheet provided for that purpose at the meeting.

1. If you have a **Personal Interest** as set out in **Paragraph 10** of the Code, you **MAY STAY, SPEAK AND VOTE** unless it is also a Prejudicial Interest.
2. If you have a Personal Interest which is also a **Prejudicial Interest** as set out in **Paragraph 12** of the Code, then subject to point 3 below, you **MUST WITHDRAW** from the meeting (unless you have obtained a dispensation from the Authority's Standards Committee)
3. Where you have a Prejudicial Interest you may attend the meeting but only for the purpose of making representations, answering questions or giving evidence relating to the business, **provided** that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise. In such a case, you **must withdraw from the meeting immediately after the period for making representations, answering questions, or giving evidence relating to the business has ended**, and in any event before further consideration of the business begins, whether or not the public are allowed to remain in attendance for such consideration (**Paragraph 14** of the Code).
4. Where you have agreement from the Monitoring Officer that the information relating to your Personal Interest is **sensitive information**, as set out in **Paragraph 16** of the Code of Conduct, your obligation to disclose such information is replaced with an obligation to disclose the existence of a personal interest and to confirm that the Monitoring Officer has agreed that the nature of such personal interest is sensitive information.
5. If you are relying on a **grant of a dispensation** by the Standards Committee, you must, before the matter is under consideration:
 - i) Disclose orally both the interest concerned and the existence of the dispensation; and
 - ii) Before or immediately after the close of the meeting give written notification to the Authority containing:

- a) Details of the prejudicial interest;
- b) Details of the business to which the prejudicial interest relates;
- c) Details of, and the date on which, the dispensation was granted; and
- d) Your signature

Officers

Financial Interests

1. If an Officer has a financial interest in any matter which arises for decision at any meeting to which the Officer is reporting or at which the Officer is in attendance involving any member of the Council and /or any third party the Officer shall declare an interest in that matter and take no part in the consideration or determination of the matter and shall withdraw from the meeting while that matter is considered. Any such declaration made in a meeting of a constitutional body shall be recorded in the minutes of that meeting. No Officer shall make a report to a meeting for a decision to be made on any matter in which s/he has a financial interest.
2. A "financial interest" is defined as any interest affecting the financial position of the Officer, either to his/her benefit or to his/her detriment. It also includes an interest on the same basis for any member of the Officers family or a close friend and any company firm or business from which an Officer or a member of his/her family receives any remuneration. There is no financial interest for an Officer where a decision on a report affects all of the Officers of the Council or all of the officers in a Department or Service.

Special External Funding Panel – 10 September 2015

OVERVIEW OF CURRENT AND FORTHCOMING EUROPEAN AND EXTERNAL FUNDING APPLICATIONS

Purpose:	To approve continuation funding via Welsh Government for Substance Misuse Action Fund (SMAF) Capital grant for Sands Cymru “The Place” Service.
Policy Framework:	Poverty & Prevention Business Plan SMAF funding criteria and priorities CYP Plan
Reason for Decision:	All external funding applications made by the City & County of Swansea must be approved by the LA External Funding Panel.
Consultation:	Legal, Finance and Access to Services. Poverty & Prevention Service
Recommendation(s):	<ol style="list-style-type: none">1. The City & County of Swansea should approve continuation funding to Sands Cymru for an accommodation lease within INFONATION for “The Place” service.2. The City & County of Swansea agrees to undertake the grant claim and payment process to pass on funding to Sands Cymru.
Report Author:	Anita Evans, Planning Development & Performance Officer, Supporting People Team, Adult Social Care & Sarah Crawley, Head of Poverty & Prevention
Finance Officer:	Pini Patel Group Accountant Poverty & Prevention Chris Davies Group Accountant Social Services
Legal Officer:	Lucy Moore
Access to Services Officer:	Sherill Hopkins

1.0 Introduction

1.1 This report seeks approval for a SMAF capital funding request by Sands Cymru for continuation funding of £115,000 to purchase a further 5 year lease for accommodation space for “The Place” service. This is a substance misuse education and prevention service www.theplaceswansea.com for young people.

1.2 “The Place” service provides a specialism as part of INFONATION Service at 47 The Kingsway, www.info-nation.org.uk a multiagency youth centre delivering a one stop shop for children & young people in the City Centre which is a LA service.

1.4 The lease is from the City & County of Swansea’s INFONATION service and therefore the grant application ultimately is an income source for the LA.

1.5 Recommendation(s) :

1. The City & County of Swansea should approve continuation funding to Sands Cymru for an accommodation lease within INFONATION for “The Place” service.
2. The City & County of Swansea should agree to undertake the grant claim and payment processes to pass on funding to Sands Cymru.

1.6 The place service also receives SMAF Revenue funding. From the 2011 application they are below. Sands indicate these targets were met and further treatment spaces will be created by the service being based in INFONATION by working in partnership and the sharing of resources. INFONATION has an average of 18,000 contacts per year.

- One to One low level engagement: Working on assumption that a worker from THE PLACE will be available for most of INFONATION drop in sessions, an estimate of 150 additional young people engaging on an individual education and prevention basis.
- Group Work / Training: This would also include an increase in numbers of schools, youth clubs as a result of participation by INFONATION with this work. Number of additional / new training, health promotion sessions: 20 (with session ranging from 8-25 individuals).
- Complex needs / health / prescribing: improved and increase in facilities to offer medical assessments and intervention would offer a minimum of approximately 20 individual spaces.

2 Equality and Engagement Implications

An EI screening assessment has been undertaken and a full EIA is not required. This application is for continuation funding and there is no impact as funding and service delivery is to be maintained at current levels.

3 Financial Implications

- 3.1 The lease cost for a 5 year period is £115,000 in total for the period from 1.4.2016 to 31.3.2021. It includes heating, lighting, water/sewerage, cleaning maintenance, fire /security general services for the 5 years. The space will accommodate 6 members of staff.
- 3.2 Sands will be paying this amount to INFONATION which is a LA service and therefore the grant will be used to provide an income to the LA and is to be paid in one lump sum.
- 3.3 The LA will be required to process the SMAF Capital claim from Welsh Government once Sands Cymru have demonstrated that they have incurred the expenditure.
- 3.4 The LA will be responsible for paying an invoice directly to Sands Cymru once it has received the funding from Welsh Government.

4 Legal Implications

- 4.1 47 The Kingsway building is owned by the City & County of Swansea but leased to a company called Wasteproof. The INFONATION Service rents the building back from Wasteproof. INFONATION have within their rental agreement approval to sublet space to agencies to deliver a One Stop Shop Service.
- 4.2 INFONATION have a 20 year lease, until 30th September 2026 with a break clause at 10 years (30/9/16) should the LA want to exercise. Due to emerging proposals around the redevelopment of the Kingsway there may be a need to adjust terms at the break which would need to be reflected in the sublet to Sands for "The Place".
- 4.3 SANDS also receive revenue from the SMAF (via NPT) in a contract which runs until 31st March 2016. This is likely to be extended until 30th September 2016 due to the delay in recommissioning.
- 4.4 If SANDS are not successful in the recommissioning process, Welsh Government will ensure that the asset (the lease) is transferred to whomever the new provider is to ensure that the SMAF capital investment is retained for substance misuse services. This is standard practice with SMAF capital grants as there are often changes in providers as services are recommissioned. The lease drawn up for Sands on behalf of INFONATION must allow for this scenario.

Background Papers: None.

Appendices:

- 1. Application to Western Bay Substance Misuse Area Planning Board funding SMAF Capital funding application by Sands Cymru
- 2. Sample SMAF Capital grant condition letter from Welsh Government



The City & County of Swansea

EFP1 PRE-SUBMISSION - Notification of Funding Bid to External Funding Panel

Ref:

THE EFP1 APPLIES TO HARD COPY AND ELECTRONIC SUBMISSIONS

1. Scheme background and details - this is to inform the External Funding Panel of the intention to apply for a new grant proposal –

a. Awarding Body	Welsh Government - Substance Misuse Action Fund Capital.
b. Name and purpose of Scheme/Programme (attach proposal brief in cabinet style report)	<p>The Welsh Government Substance Misuse Action Fund (SMAF) funding stream provides both revenue and capital funding to address substance misuse issues.</p> <p>This grant request for capital is for continuation funding to purchase a further 5 year lease for accommodation for “The Place” www.theplaceswansea.com a substance misuse education and prevention service run by Sands Cymru.</p> <p>The accommodation lease is from within the INFONATION Building at 47 The Kingsway, Swansea SA1.</p> <p>The Place service provides specialism as part of INFONATION www.info-nation.org.uk multiagency youth centre delivering a one stop shop for children & young people in the City Centre. A part of the Poverty & Prevention Business Plan.</p> <p>The lease cost includes heating lighting water/sewerage cleaning maintenance, fire /security general services for 5 years and will accommodate 6 members of staff.</p>
c. Grant value in Total £	£115,000.
d. Grant period / timescale for delivery	1.4.16 until 31.3.2021
e. CCS acting as Lead Body or Joint Sponsor? Name other Partners.	<p>The City & County of Swansea is the lead sponsor as part of the multiagency SM Area Planning Board (APB). The APB LA link is Social Services.</p> <p>The sponsoring department is Poverty & Prevention</p>

f. Detail links to existing schemes at Local, Regional or National level	The service is part of INFONATION multiagency youth centre delivering a one stop shop for children & young people in the City Centre part of the Poverty & Prevention Business Plan .
g. Detail direct links to Council Policy, including, where appropriate, target areas	Children & Young People Partnership Poverty & Prevention Business Plan City Centre
h. List key target and proposed performance measures	<p>The place service also receives SMAF Revenue funding. From the 2011 application they are below. Sands indicate these targets were met and further treatment spaces will be created by the service being based in INFONATION by working in partnership and the sharing of resources,</p> <ul style="list-style-type: none"> • INFONATION has an average of 18,000 contacts per year. • One to One low level engagement: Working on assumption that a worker from THE PLACE will be available for most of INFONATION drop in sessions, an estimate of 150 additional young people engaging on an individual education and prevention basis. • Group Work / Training .This would also include an increase in numbers of schools, youth clubs as a result of participation by INFONATION with this work. Number of additional / new training, health promotion sessions: 20 (with session ranging from 8-25 individuals). • Complex needs / health / prescribing: improved and increase in facilities to offer medical assessments and intervention would offer a minimum of approximately 20 individual spaces.
j. Does this grant require a continuation of funding by the Council after the grant period has expired? <i>This includes current or additional staff costs.</i> Yes/No	<p>No</p> <p>The City & County of Swansea INFONATION Service is the landlord and is giving the lease to Sands Cymru for The Place. This is an income stream to the City & County of Swansea. Continuation of this lease is dependent on the continuation of the INFONATION service at 47 The Kingsway. INFONATION have a 20 year lease, until 30th September 2026 with a break clause at 10</p>

	years (30/9/16) should the LA want to exercise.
k. Does the application require match-funding? Yes/No if it does where is this coming from?	NO
l. Will the project entail the employment of additional staff and on what basis?	This is capital funding.
M. Have you completed an EIA (Equality Impact Assessment) Screening Form (please attach)?	Yes
N. Is a full EIA report required?	No

2. Please complete the following financial information:

	Current financial year £	Year 2 £	Year 3 £	Year 4 £	Year 5 £	Total £	Ongoing £
Total project cost:							
Capital	115,000.00						
Revenue							
Grant applied for:							
Capital	115,000.00						
Revenue							
Match Funding Internal	N/A						
Match Funding External	N/A						

3. Please complete the following:

a. Does the funding meet the Council's priorities?	Yes, Poverty & Prevention Business Plan INFONATION
b. What are the expected outcomes and are they clear and achievable? (link to 1h)	Yes, to provide accommodation for The Place within the INFONATION One Stop Shop service enabling specialist education & prevention services to Children & Young People
c. Is there an exit plan? (link to 1j/l)	Further funding will be sought e.g. a SMAF Capital request to cover the lease cost at the end of the lease term.

d. How is Value for Money being obtained? (procurement/ third party arrangements etc.)	The lease costs have been set by the City & County of Swansea.
e. What is the governance / management structure for the scheme? – What board/management team will it be reported to?	<p>The effectiveness of The Place service in its location will come under the governance of the Western Bay Substance Misuse Area Planning Board (via Neath Port Talbot) revenue contract.</p> <ul style="list-style-type: none"> • There is a specific Delivery Group which sits under the Board • There is a specific Locality Group for each LA area. • All of the above have LA representation. <p>This will be informed by the monitoring of the Poverty & Prevention Business plan and the INFONATION service.</p>
f. What are the major risks and how will they be managed?	<ol style="list-style-type: none"> 1. The City & County of Swansea INFONATION Service is the landlord and is giving the lease to Sands Cymru for The Place. The Place is linked to the City & County of Swansea continuing to rent the building 47 The Kingsway for NFONATION on that site. INFONATION have a 20 year lease, until 30th September 2026 with a break clause at 10 years (30/9/16) should the LA want to exercise. Due to emerging proposals around the redevelopment of the Kingsway there may be a need to adjust terms at the break which would need to be reflected in the sublet to Sands for “The Place”. 2. SANDS Cymru also receive revenue funding from the SMAF in a contract which runs until 31st March 2016. This is likely to be extended until 30th September 2016 due to the delay in recommissioning. If SANDS are not successful in the recommissioning process, Welsh Government will ensure that the asset (the lease) is transferred to whoever the new provider is to ensure that the SMAF capital investment is retained for substance misuse services. This is standard

	practice with SMAF capital grants as there are often changes in providers as services are recommissioned. The lease drawn up for Sands on behalf of INFONATION should be drafted to allow for this scenario.
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4. Authorisation

	Name / Signature	Date
Responsible Officer:	Sarah Crawley, Head of Poverty & Prevention	5/08/2015
(Group)/Accountant:	Pini Patel Poverty & Prevention/ Chris Davies Social Services	
External Funding Panel		
Endorsed /Not Endorsed		



Llywodraeth Cymru
Welsh Government

Office of the Chief Executive,
Local Authority

cc

Western Bay APB Chair, Director of Public Health, ABMU Health Board;
Interim Substance Misuse Lead Officer;
Substance Misuse Lead Officer;
APB Capital Group Chair, Local Authority
Property Management Local Authority;
Head Substance Misuse Strategy Delivery, Welsh Government;
Head of Substance Misuse Policy Development & Finance, Welsh
Government;
Deputy Director, Substance Misuse Policy, Corporate & Ministerial Business,
Welsh Government;
Substance Misuse Finance Manager, Welsh Government.

22nd January 2015

Dear Sir

**Award of Funding in relation to the Provider, for the delivery of
Substance Misuse Treatment Services in a fit for purpose multi agency
treatment premises. Additional Funding request (linked to WB01
awarded in 2013/14) 2015-16 – WB21**

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £150,000,000 (One Hundred and Fifty Thousand Pounds) (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period **1st April 2015 to 31st March 2016** and must be claimed in full by 31st March 2016 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) This award of funding has been made subject to confirmation that the Local Authority can demonstrate that all avenues in ensuring value for money of the project have been explored and considered and will work to ensure that savings on the project is

explored throughout the projects delivery. This will include providing on request, colleagues within Welsh Government ongoing reports on progress and how value for money is continually considered throughout project.

- (d) 'This award of funding has been made subject to adhering to commitments made within the application and subsequent email correspondence in relation to Community Benefits'.
- (e) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory Authority and State Aid

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Health and Social Services, one of the Welsh Ministers, acting pursuant to sections 2, 3 and 10 of the NHS Wales Act 2006 and 70 and 71(1) of the Government of Wales Act 2006.
- (b) You must comply with the European Commission's State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

'you', 'your' is to the Local Authority;

'we', 'us', 'our' is to the Welsh Ministers;

'**Application**' is to your application dated 15th January 2015 as submitted by the Western Bay Area Planning Board for additional funding for refurbishment of the Provider for the delivery of Substance Misuse Treatment Services in a fit for purpose multi agency treatment premises – WB21.

'**Welsh Government Official**' is to

Substance Misuse Assistant Regional Advisor Dyfed, Powys and
Information of the Substance Misuse Assistant Regional
or such other Welsh Government official as we may notify you.

'Project Manager' is to

Information of Project Manager

'Conditions' is to the terms and conditions set out in this letter;

'Schedule' is to the schedules attached to this letter;

'Payment Profile' is to the payment profile set out in Schedule 4;

'APB' is to the **Western Bay** Substance Misuse Area Planning Board and all organisations, bodies and persons comprising it;

'Costs Incurred' is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim.

'Notification Event' is to any of the events listed in Schedule 3;

'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation such as frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

any legislation will include all amendments to and substitutions and re-enactments of that legislation in force from time to time;

4. What you must use the Funding for

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the "**Purposes**").
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the "**Targets**").
- (c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual

services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

5. Funding Pre-Conditions

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - (i) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;.
 - (ii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence the Purposes;
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) The Funding will be paid to you in arrears based on Costs Incurred by you in the delivery of the Purposes as detailed in the Payment Profile.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to Finance Officer, Substance Misuse Policy and Finance Team, Welsh Government, or such other person and address that the Welsh Government may stipulate from time to time.
- (d) You must use our current claim pro-forma (which is available from Finance Officer) and attach the following information to each claim
 - (i) a declaration from you that the Costs Incurred are in accordance with the Expenditure Profile and have been properly incurred;

(ii) a progress report on the delivery of the Project. The progress report must identify and explain any slippage in the delivery of the Project.

(iii) the Expenditure Profile. In the event of any slippage in the delivery of the Project, you must provide an updated Expenditure Profile for approval by us;

(e) We will aim to pay all valid claims as soon as possible and typically within 21 days.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law;
- (c) put in place and maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you provide proof of your insurance;
- (d) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;

- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event and in doing so we will consider both the seriousness of the Notification Event and whether or not it can be remedied.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you, or
 - (ii) we notify you that the Notification Event is not capable of remedy, or
 - (iii) a course of action is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action), or
 - (iv) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
 - (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding immediately; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - (v) deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or

- (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand. You must pay interest on any overdue repayments at a rate of 1.5% per annum above the Bank of England base rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.

10. Monitoring Requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including without limit:
 - i) provide a completed Statement of Capital Expenditure by 30 November 2016;
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
- (c) ensure that the Project Manager (or such other person as we may agree) attends all meetings with the Welsh Government Official.

11. Audit Requirements

- (a) You must:
 - (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
 - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the

Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;

- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;

- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

12. Third Party Obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).

- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

13. Intellectual Property Rights & Publicity

- (a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.

- (b) You must acknowledge our support on all publicity, press releases and marketing material produced in relation to the Purposes. Such acknowledgement must be in a form approved by us and must comply with the Welsh Government's branding guidelines.

- (c) You must provide the Welsh Government Official with a copy of all material listed in Condition 13(b) for our approval before any such material is published and you may not publish such material without our prior written approval. We will endeavour to respond to all written requests for approval within 10 working days.

- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. Access to Information

- (a) You acknowledge that we are subject to the requirements of the Code of Practice on Public Access to Information published by the Welsh Government (the "Code"), the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 1998 (the "DPA").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - (ii) any information is exempt from disclosure under the Code, the FOIA or the EIR.

15. Buying Goods and Services

You must buy all goods and services required for the Purposes in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

16. Giving Notice

- (a) Where notice is required to be given under these Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

"Notice in relation to the Additional Funding Request for the Provider for the delivery of Substance Misuse Treatment Services in a fit for purpose multi agency treatment premises (linked to WB01 awarded in 2013/14) 2015-16 – WB21".

- (b) The address and contact details for the purposes of serving notice under these Conditions are as follows

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

(c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post: on the second working day after the date of posting.

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.

By email attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal Opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

18. Welsh Language

Where the Purposes include or relate to the provision of services or written materials (including signage and information published online) in Wales, they must be provided in Welsh and English, unless it would be unreasonable or disproportionate to do so. Guidance about providing services and written materials in Welsh can be obtained from the Welsh Language Commissioner on 0845 6033 221 or by visiting www.comisiynyddygybraeg.org.

19. Sustainability

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

20. Welsh Ministers' Functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in , or arising under or in connection with, these Conditions will in any way prejudice, fetter or

affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

21. General

- (a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation these Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.
- (g) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

22. How to accept this offer of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to Finance Officer, Substance Misuse Policy and Finance Team, Welsh Government. None of the Funding will be paid to you until we have received your signed letter.
- (b) We must receive your signed letter within 21 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully,

Signed by, Substance Misuse Regional Advisor
South Wales Substance Misuse Advisory Regional Team;
under authority of the Minister for Health and Social Services,
one of the Welsh Ministers.

**SCHEDULE 1
The Purposes**

Eligible Costs	Value (£)
Additional Contract Sum Costs – Additional costs to approval WB01 (below) related to the need for additional counselling rooms and more team offices within the building as well as the need to move the entrance at the front of the building which is a new build in order to provide a fit for purpose building multi agency building.	£150,000

To be claimed during 2015/16

Please see approval letter for WB01 for the existing cost breakdown 2013/14.

In accordance with Condition 10, we may from time to time request information about the Project and any grant paid under it. The information you provide must comply with your Application. Any failure by you to provide satisfactory information will be deemed a Notification Event.

Nothing in this Schedule shall relieve you of any of your obligations to us as set out in the Conditions.

SCHEDULE 2

The Targets

Proposed Outcomes to the Project:

- To house both the local treatment providers and independent service users group which will advance the development of the integrated service delivery model.
- To develop onsite dispensing and daily pabrinex clinics. Over time it is envisaged that 30 service users will receive substitute medication and pabrinex injections daily from the premises.
- Reduce supervised consumption costs with onsite dispensing.
- To house the GP virtual surgery (which is a CDAT led service that has a case load of patients) currently operating from the Hospital, this will reduce the demand at this NHS delivery site.
- To ensure children and young people have a specialised and accessible centre that will be inaccessible to adult service users. This will be made possible by a separate entrance to the building, which isolates this service from the main area of the building, and can only be accessed by staff that has the appropriate key fob access.
- This provision will also be adjacent to the Youth Offending Service building which will ensure greater integrated working and a more effective utilisation of resources.
- To expand the Provider volunteer, student counsellor and social work placement programme, enabling the Provider to optimise upon their volunteer resource and incrementally increase service capacity.
- To develop an IT suite to provide essential skills to service users.
- Explore the possibilities of delivering ambulatory detox services from the premises. The premise has the potential to detoxify 20 patients per year, with the integrated support of Provider.

SCHEDULE 3

Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. you fail to achieve any or all of the Targets;
4. we have made an overpayment of Funding to you;
5. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
6. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
7. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
8. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
9. you are unable, or admit in writing your inability, to pay your debts as they fall due;
10. any distress, execution, attachment or other process affects any of your assets;
11. a statutory demand is issued against you;
12. you take steps to dispose or dispose of all or part of your interest in any assets Funded by us under this agreement; within **25 Years** of the last payment of Funding
13. you cease, or threaten to cease, to carry on all or a substantial part of your business;
14. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
15. there is a change in your shareholders, directors, trustees or partners;

16. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

SCHEDULE 4 Payment Profile

The sum of Funding available to you in each financial year (i.e. 1 April – 31 March) is:

2015/2016 - £150,000 (as per schedule 1)

The Funding will be paid to you in arrears in periodic instalments (payments can be claimed monthly if required) in the sum of the Costs Incurred by you in connection with the Purposes.

You shall not be entitled to claim in a financial year any amount of Funding which is more than the amount set out above for that financial year without our prior written agreement even if this results in the maximum level of Funding not being paid.

We hereby accept the award of Funding in relation to the Provider for the delivery of Substance Misuse Treatment Services in a fit for purpose multi agency treatment premises. Additional Funding request (linked to WB01 awarded in 2013/14) for 2015-16 – WB21 and the Conditions relating to the Funding.

Award of Funding

An authorised signatory of **the Local Authority** Signature

Name

Job Title

Date

An authorised signatory of **the Local Authority** Signature

Name

Job Title

Date