

Dated

2022

- (1) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**
- (2) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA**
- (3) SWANSEA BAY UNIVERSITY HEALTH BOARD**
- (4) MID AND WEST WALES FIRE AND RESCUE SERVICE**
- (5) THE CHIEF CONSTABLE OF SOUTH WALES POLICE**
- (6) WALES PROBATION**

FINANCIAL GOVERNANCE AND RISK SHARING AGREEMENT
SUBSTANCE MISUSE AREA PARTNERSHIP BOARD

THIS AGREEMENT is made the _____ day of _____ 2021

BETWEEN

- (1) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Civic Centre, Port Talbot, SA13 1PJ (“Neath Port Talbot”)
- (2) **THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea, SA1 3SN (“Swansea”)
- (3) **SWANSEA BAY UNIVERSITY HEALTH BOARD** of One Talbot Gateway, Baglan Energy Park, Seaway Parade, Port Talbot, West Glamorgan SA12 7BR (“the Health Board”)
- (4) **MID AND WEST WALES FIRE AND RESCUE SERVICE** of Lime Grove Avenue, Carmarthen, Carmarthenshire SA13 1SP
- (5) **THE CHIEF CONSTABLE OF SOUTH WALES POLICE** of South Wales Police Headquarters, Cowbridge Road, Bridgend CF31 3SU
- (6) **WALES PROBATION** of West Glamorgan House, 12 Orchard Street, Swansea SA1 5AD

(Together described as “the **Responsible Authorities**” or the “**Parties**” or “**Party**” when described in the singular)

WHEREAS:

- (1) The Parties to this Agreement are members of the Swansea Bay Substance Misuse Area Planning Board (APB) and are Responsible Authorities for the purpose of the Crime and Disorder Act 1998.
- (2) The Parties have agreed a Governance Framework for the APB in accordance with the Welsh Government Guidance.
- (3) In the absence of a pooled fund, the Parties wish to enter into this Financial Governance and Risk Sharing Agreement (the Agreement).
- (4) This Agreement is supplementary to the Governance Framework.
- (5) Neath Port Talbot has agreed to act as the Grant recipient and procure contractors for the provision of the Service.
- (6) This Agreement will govern the financial arrangements between the Parties and provide a framework for risk sharing pursuant to the Welsh Government Guidance.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions and Interpretation

1.1 For the purpose of this Agreement the following definitions apply:

“Agreement” means this agreement as agreed between the Parties

“**Area Planning Board**” means the Swansea Bay Substance Misuse Area Planning Board

“**Award Letter**” means the letter from Welsh Government to Neath Port Talbot setting out the Grant Funding for Financial Year 2021/2022 which is appended at Schedule 2 together with any subsequent Welsh Government award letters in relation to the Grant Funding for the same Financial Year and letters from Welsh Government in relation to the Grant Funding for subsequent Financial Years

“**Conditions**” means the conditions set out in the Award Letter

“**Governance Framework**” shall mean the governance framework in relation to the Area Planning Board appended at Schedule 1

“**Commencement Date**” shall mean the date of this Agreement

“**Confidential Information**” shall mean any information which has been designated as confidential by a Party or Parties or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which related to the business, affairs, assets, goods or services or operations of the Parties.

“**Data Protection Legislation**” shall mean (i) the General Data Protection Regulation (Regulation (EU) 2016/679), as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including any further amendment or modification by the laws of the United Kingdom or part of the United Kingdom from time to time), (ii) the Data Protection Act 2018; (iii) any laws that implement such laws; any laws which replace, extend, re-enact, consolidate or amend any of the foregoing (whether or not before or after the date of this Agreement)

“**First Financial Year**” shall mean the Financial Year commencing 1st April 2021

“**Financial Year**” shall mean the period of twelve months beginning on 1st April in each year

“**Grant Funding**” shall mean the SMAF

“**Guidance**” shall mean the Welsh Government “Working Together to Reduce Harm” Revised Guidance for Substance Misuse Area Planning Boards 2017

“**Health Board**” shall mean the Swansea Bay University Health Board

“the Local Authorities” shall mean those local authorities constituted as Principal Councils under Section 21 of the Local Government Act 1972 who are Parties to this Agreement and any reference to a Local Authority shall mean reference to one of the Councils who are Parties to this Agreement

“the Region” shall mean the sum of the areas administered by the Local Authorities

“the Service” shall mean the provision of services in relation to alcohol or other substance abuse or misuse in the Region in accordance with the Welsh Government’s National Core Standards for Substance Misuse, the Guidance, and as specified by the Area Planning Board

“Substance Misuse Action Fund/SMAF” shall mean the revenue and funds received from the Welsh Government

1.2 In this Agreement:

1.2.1 any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute

1.2.2 references to any clause, sub-clause, schedule or paragraph without further designation shall be construed as a reference to the clause, sub-clause schedule or paragraph to this Agreement so numbered

1.2.3 the clause, paragraph and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

1.2.4 person shall mean corporation, partnership, firm, unincorporated association and natural person

1.2.5 the singular includes the plural and vice versa

1.2.6 the Schedules form part of the Agreement and have the same force and effect as if expressly set out in the body of the Agreement and any reference to this Agreement shall include the Schedules

2. **Relevant statutory powers**

This Agreement is made under the powers conferred by Sections 101, 102 and 113 of the Local Government Act 1972; Sections 2 and 20 of the Local Government Act 2000; the Crime and Disorder Act 1998; the National Health Service (Wales) Act 2006; the Well-being of Future Generations (Wales) Act 2015; and the Local Government and Elections (Wales) Act 2021.

3. **Grant recipient**

- 3.1 It is agreed that Neath Port Talbot will act as the grant recipient for the Grant Funding issued by the Welsh Government to the Swansea Bay Area Planning Board (the APB).
- 3.2 The Responsible Authorities agree that Neath Port Talbot shall accept the offer of Grant Funding set out in the Award Letter, on behalf of the Responsible Authorities.
- 3.3 The Responsible Authorities undertake to and covenant with each other that they will adhere to the terms of this Agreement and will observe, perform and comply in all respect with the Conditions and will not act in a manner which places Neath Port Talbot in breach of its obligations under the Conditions.

4. Administration of the Grant Funding

- 4.1 In its administration of the Grant Funding Neath Port Talbot shall comply with the Conditions.
- 4.2 Neath Port Talbot shall receive and make payments out of the Grant Funding and shall hold the same in accordance with its financial procedure rules, financial regulations and contract procedure rules.
- 4.3 Neath Port Talbot shall enter into and use its reasonable endeavours to procure and secure the performance of all contracts approved by the APB subject to its corporate procurement rules and procedures.
- 4.4 The Responsible Authorities shall cooperate together to ensure that the Conditions are complied with and that the objectives of any Grant Funding are met and any performance indicators or Service standards are met.
- 4.5 The Responsible Authorities shall record and preserve for such period as Neath Port Talbot shall require any information or evidence required to claim any Grant Funding and any audit relating to Grant Funding or the services generally and shall provide it to Neath Port Talbot on request.
- 4.6 The Responsible Authorities shall fully cooperate with any examination of the Services or other audit in relation to the Grant Funding as required by Neath Port Talbot or the Welsh Government.
- 4.7 If any requirement to repay the Grant Funding arises out of a failure by any Responsible Authority to comply with the terms of this Agreement or any terms and conditions under which the Grant Funding is provided then that Responsible Authority shall reimburse the other Responsible Authorities for the cost of that repayment and if there has been a failure to comply by more than one Responsible Authorities then the cost of reimbursement shall be shared between those Responsible Authorities who have failed to comply in the proportion agreed by the APB and in the absence of agreement the matter shall be referred to the Dispute Resolution Procedure in paragraph 12 of the Schedule 3 to this Agreement.

5. Additional Financial Contributions

- 5.1 It is agreed that Neath Port Talbot, Swansea and the Health Board shall make financial contributions for the Services in addition to the Grant Funding (the "Additional Contributions"). The Additional Contributions for Financial Year 2021/22 are set out in Schedule 4.
- 5.2 The Additional Financial Contributions to the Service for future Financial Years shall be agreed by the APB at least four weeks before the start of the Financial Year
- 5.3 The APB shall agree and determine the Additional Contributions for each Financial Year. Any disagreement shall be resolved in accordance with the Dispute Resolution Procedure in paragraph 12 of the Schedule 3 to this Agreement.
- 5.4 It is agreed that the Additional Contributions are non-pooled funds (the Health Board funds and the Authorities' funds are not pooled together).

6. Indemnities

- 6.1 The Responsible Authorities shall jointly indemnify and keep indemnified Neath Port Talbot against all liabilities, losses, actions, claims, demands, proceedings, damages, costs, charges, losses and expenses whatsoever and howsoever arising whether in respect of contract, tort or otherwise, directly, out of or in consequence of or in connection with its role pursuant to this Agreement except where the liability arises from any fraud, dishonesty, negligence, unlawful expenditure, libel or slander on the part of Neath Port Talbot and/or where Neath Port Talbot has acted outside the scope of its authority.
- 6.2 Neath Port Talbot shall indemnify and keep indemnified the other Responsible Authorities against all liabilities, losses, actions, claims, demands, proceedings, damages, costs, charges, losses and expenses whatsoever and howsoever arising whether in respect of contract, tort or otherwise, directly, out of or in consequence of or in connection with Neath Port Talbot's fraud, dishonesty, negligence, unlawful expenditure, libel or slander in connection with its role pursuant to this Agreement and/or where Neath Port Talbot has acted outside the scope of its authority.

7. Period of Agreement and Termination

- 7.1 The Agreement shall commence on the Commencement Date and shall remain in force until the dissolution of the Area Planning Board or termination

of the Governance Framework or termination of this Agreement in accordance with Clause 7.2 or Paragraph 7 Schedule 3, whichever is earlier.

- 7.2 After the first Financial Year of the Agreement if any Party wishes to terminate the Agreement it shall give to the Grant Recipient not less than twelve months notice in writing in advance to expire on the 31st March of the applicable Financial Year.

8. Enforceability of provisions following Termination

The following provisions shall remain enforceable between the Parties following termination of this Agreement:-

Clause 4 – Administration of Grant Funding

Clause 6 - Indemnities

Clause 7 - Termination

Schedule 3 Paragraph 1 – Confidentiality

Schedule 3 Paragraph 2- Data Protection

Schedule 3 Paragraph 3 – FOI

Schedule 3 Paragraph 11 – Litigation

Schedule 3 Paragraph 12 – Dispute Resolution

9 Supplemental Provisions

The provisions of the Third Schedule shall apply to this Agreement

10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales

11 Entire Agreement

- 11.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement

- 11.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty or understanding whether negligently or innocently made of any person whether Party to this Agreement or not other than as expressly set out in this Agreement

12 Counterparts

- 12.1 This Agreement may be entered into in the form of any number of counterparts, each executed by one or more of the Parties, all of which taken together shall constitute one and the same instrument. Transmission of the

executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original of their counterpart

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS DEED:

THE COMMON SEAL of)
NEATH PORT TALBOT)
COUNTY BOROUGH COUNCIL)
was hereunto affixed in the)
presence of:)

Proper Officer

THE COMMON SEAL of)
THE COUNCIL OF THE CITY)
AND COUNTY OF SWANSEA)
was hereunto affixed in the)
presence of:)

Authorised Officer

THE COMMON SEAL of)
SWANSEA BAY)
UNIVERSITY HEALTH)
BOARD was hereunto affixed in the)
presence of:)

THE COMMON SEAL of)
MID AND WEST WALES)
FIRE AND RESCUE)
SERVICE was hereunto affixed in the))
presence of:)

THE COMMON SEAL of)
CHIEF CONSTABLE OF)
SOUTH WALES)
POLICE)
was hereunto affixed in the)
presence of:)

THE COMMON SEAL of)
THE WALES PROBATION)
SERVICE)
was hereunto affixed in the)
presence of:)

**FIRST SCHEDULE
SWANSEA BAY AREA PLANNING BOARD GOVERNANCE FRAMEWORK**

WESTERN BAY AREA PLANNING BOARD

GOVERNANCE FRAMEWORK



Background

The Western Bay Area Planning Board (APB) is required to have robust governance arrangements in place in order to meet its obligations under the National Core Standards for Substance Misuse. This document provides the governance

framework for the Western Bay APB, ensuring clarity of role for APB Board Members, a Code of Conduct and a Memorandum of Understanding that will ensure that decisions are clear and transparent and there is clear accountability for the Board’s work.

This Framework is not legally binding. However, the Board will establish legal agreements, where appropriate to govern some of the matters that the Board is responsible for; For example, the Board is to establish a ‘Section 33 Agreement’ between Local Authorities within the Western Bay area (Neath Port Talbot and Swansea) and the Swansea Bay University Health Board to govern the use of shared financial resources that underpin the commissioning of treatment services.

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PART 1: Western Bay Substance Misuse Area Planning Board – Business Structures

Organisational Code of Conduct

This Code of Conduct makes explicit the principles, values and standards that guide the decisions, procedures and systems of the Western Bay Area Planning Board (APB). The objective of the Code is to promote a culture that encourages everyone involved in the Board's work to embrace a culture of integrity and to practice it.

Officers and partners, hereafter referred to as the constituents, are required to take all reasonable steps to comply with the requirements set out in the Code of Conduct. This applies to all business associated with the offices, planning and delivery of work within the remit of the Western Bay APB.

Breaches of the Code are to be reported to the Chair of the Area Planning Board. It is the aim of the APB to resolve most complaints through informal negotiation ('Conciliation'). Failing that, it is the responsibility of the Chair of the APB to act to ensure firm, prompt and fair action, in conjunction with senior managers and/or trustees of the appropriate employing organisation.

Principles

The Area Planning Board aims to maintain the highest standards of professional endeavour, integrity, confidentiality, financial propriety and personal conduct.

It is an expectation of the APB that the primary constituents of this conduct are to:

- i. Deal honestly and fairly in business with employers, employees, clients, fellow professionals, other professions and the public;
- ii. Respect the customs, practices and codes of clients, employers, colleagues, fellow professionals and other professions.
- iii. Take all reasonable care to ensure employment best practice including giving no cause for complaint of unfair discrimination on any grounds and ensures fairness, equity and above all values diversity in all dealings;
- iv. Work within the legal and regulatory frameworks affecting the delivery of substance misuse services.
- v. Treat fellow constituents with courtesy.
- vi. Respect and abide by this Code and encourage others to do the same.

Fundamental to good practice are:

Integrity

- Honest and responsible regard for the public interest;
- Checking the reliability and accuracy of information before dissemination;
- Never knowingly misleading clients, employers, employees, colleagues and fellow professionals about the nature of representation or what can be competently delivered and achieved;
- Supporting the values of the Area Planning Board by bringing to the attention of the APB examples of malpractice and unprofessional conduct.

Competence

- Being aware of the limitations of professional competence: without limiting realistic scope for development, being willing to accept or delegate only that work for which practitioners are suitably skilled and experienced;
- Where appropriate, collaborating on projects to ensure the necessary skill base.

Transparency and avoiding conflicts of interest

- Disclosing to employers, clients or potential clients any financial interest in a service provider/supplier being recommended or engaged;
- Declaring conflicts of interest (or circumstances which may give rise to them) in writing to the APB as soon as they arise;
- Ensuring that services provided are costed and accounted for in a manner that conforms to accepted business practice and ethics.

Confidentiality

- Safeguarding the confidences of present and former clients and employers;
- Being careful to avoid using confidential and 'insider' information to the disadvantage or prejudice of clients and employers, or to self-advantage of any kind;
- Not disclosing confidential information unless specific permission has been granted or the public interest is at stake or if required by law.

Maintaining professional standards

- Constituents are encouraged to spread positive awareness of the work of the APB where practicable.
- Implement mechanisms, where applicable, to ensure practitioners have current professional registration.
- Sharing information on good practice with constituents and, equally, referring perceived examples of poor practice to the APB.

Interpreting the Code

In the interpretation of this Code, the Laws of the England and Wales shall apply. Compliance with the Code will be monitored by performance management and monitoring of service level agreements, where the Code, with a stated expectation of compliance by service providers and commissioners, will be an addendum.

This Code of Conduct is not intended to supersede or replace an individual's professional codes of conduct.

To ensure compliance with this Code of Conduct, Western Bay Area Planning Board requires that all constituents review the Code of Conduct and acknowledge their understanding and adherence in writing on an annual basis on the attached form.

Template for reporting breaches of the Western Bay APB Code of Conduct:

Definition: A breach of one or more provisions within the Code occurs in situations where there is clear evidence that an individual or organization has demonstrated non-observance of the Code in conducting themselves or their organization in a manner that can be associated with APB business.

This includes the delivery of commissioned services, representing the APB or its commissioned services, or supporting the APB work programme.

Report submitted by:

Date of submission:

Reporting Organisation:

Circumstances of Breach e.g. Date of occurrence, nature of breach, reasons (where known) for breach	
Public/Commission reaction / Impact on reputation (if any)	
Details of any action taken at source	

Western Bay Area Planning Board Memorandum of Understanding

Updated: December 2018

Members

Responsible Authorities:-

1. Swansea Bay University Health Board
2. City and County of Swansea Council
3. Neath Port Talbot County Borough Council
4. South Wales Police
5. National Probation Service
6. Mid and West Wales Fire and Rescue Service (this is being double checked)
7. Representative from Police & Crime Commissioner's office

Invitee Members:-

1. Service Provider Representatives (1 per organisation)
2. Service User Representatives (2)
3. Department for Work and Pensions - regional lead
4. Supporting People/ Homelessness / Housing representative
5. Children and Young People Planning, i.e. children services / Youth Offending Team.

Advisory Members:-

1. Public Health Wales
2. Welsh Government
3. Substance Misuse Lead Officers
4. APB Commissioning Support Officers
5. Regional Partnership Board Programme Director

“Responsible Authorities” means the responsible authorities listed in section 5 of the Crime and Disorder Act 1998, as amended by the Police and Justice Act 2006 within the area of the APB, these are

- i. Swansea Bay University Health Board
- ii. City and County of Swansea Council
- iii. National Probation Service
- iv. Neath Port Talbot County Borough Council
- v. South Wales Police
- vi. Mid and West Wales Fire and Rescue Service
- vii. Representative from Police & Crime Commissioner's office

Responsible Authorities (as listed above), Invitee Members and the Advisory Members are collectively called 'Board Members'. Responsible authority representatives and other members must have sufficient seniority to be able to give weight to their decisions and recommendations.

Representatives from the Health Board should include a planning representative, a clinical (i.e. Substance Misuse Team) and a primary care representative.

Public Health Wales – will act as an advisor to the Board to ensure there is due consideration of the epidemiology of substance misuse and evidence base for interventions, care models, care pathways and prevention activities. PHW will also advise on evaluation of interventions

The Board Members agree to meet as the Western Bay Area Planning Board (the APB) to discuss, and make recommendations to the Responsible Authorities within the area of the APB on the reduction of substance misuse within the area of the APB, subject to and in accordance with this Memorandum.

Background

The Crime and Disorder Act 1998 places a duty on responsible authorities in Wales and England to formulate and implement a strategy for combatting the misuse of drugs, alcohol and other substances in the area. In 2010 the Welsh Government established area planning boards (APBs) to deliver the Welsh Government's Strategy, to plan treatment services and pool resources. CSPs are accountable for the delivery, and consequently any failure, of the local substance misuse service. The composition of APBs allowed the responsible authorities to discharge the Crime and Disorder duties at regional level.

The Well-being of Future Generations (Wales) Act 2015 - this Act puts in place seven well-being goals. Each public body listed in the Act must work to improve the economic, social, environmental and cultural well-being of Wales. The Act also establishes Public Services Boards (PSBs) for each local authority area in Wales and imposes a duty on PSBs to improve the economic, social, environmental and cultural well-being of its area by contributing to the achievement of the well-being goals.

The Welsh Government introduced the Social Services and Wellbeing (Wales) Act 2014 which requires local authorities and health boards to plan together, in partnership with others, to meet the care and support needs of people and of carers. Evidence from the Population Assessment completed for the Western Bay region confirms that a high proportion of families that Social Services become involved with have substance misuse issues and there are also identified needs for adults too.

Consequently, the governance of the APB must ensure that Community Safety Partnerships are able to discharge the duties placed upon them whilst also ensuring that the APB informs and is informed by the Area Plan of the Regional Partnership Board that oversees arrangements for care and support.

APBs must have in place arrangements to engage with safeguarding boards to identify opportunities to work in partnership in order to deliver agreed common outcomes

In terms of decision making, the Area Planning Board is not a legal entity and consequently decisions made at the APB are either taken under delegated authority granted by the member organisations, or the APB makes recommendations back to the executives of the various agencies. This is dealt with in more detail later in this memorandum

In terms of scrutiny, local authorities have various powers to scrutinise the work of APBs but specifically, Section 19 of the Police and Justice Act 2006 provides powers for locally elected members to review or scrutinise decisions made or other action taken in connection with the discharge by the responsibilities authorities of their crime and disorder functions.

This memorandum of understanding seeks to establish a working framework for the development of regional working in practice, and is based on Welsh Government Guidance.

Aim of the APB

The aim of the **Western Bay Area Planning Board** is to bring together representatives of the Responsible Authorities, and other organisations (invited members and advisors) to improve and strengthen the arrangements for the planning, commissioning and performance management of substance misuse services across Neath Port Talbot and Swansea.

The APB will also assist the responsible authorities and other relevant partners to discharge their statutory responsibility by providing a mechanism to pool scarce resources where appropriate and share expertise to deliver the Welsh Government's Substance Misuse Strategy.

Objectives of the APB

Key role of the APB

The key role of the APB is:-

- i. To assist Responsible Authorities to discharge their duties in relation to substance misuse by:-
- ii. Developing partnership working arrangements at a regional level
- iii. Developing an outcome based commissioning strategy across the APB area.
- iv. Producing a fully costed implementation plan to support the commissioning and estates strategy, making explicit the revenue and capital implications of the strategy;

- v. Ensuring that there are appropriate budget, accounting and audit management systems in place to effectively administer the Substance Misuse Action Fund (SMAF) revenue and capital funds within the constituent organisations governance structure;
- vi. Ensuring that the implementation of the National Core Standards for Substance Misuse and other relevant standards are embedded in all service planning and delivery systems with appropriate arrangements in place for performance management and review.
- vii. Ensuring all funded services form part of an integrated care pathway based upon the national guidance.
- viii. Establishing arrangements to receive consider and act on performance management data.
- ix. Identifying opportunities where planning, commissioning and delivering services on a regional basis will be cost effective and provide a better platform for engagement with service providers or users;
- x. Work with the Regional Partnership Board and locally through primary clusters to set out in formal plans, including the LHBs Intermediate Medium Term Plans how they intend to assess and address any current and projected gaps in services identified as part of their substance misuse care.
- xi. Work with the Regional Partnership Boards and locally through primary clusters to assess the substance misuse care and support needs of their population in line with the requirements of the Social Services and Wellbeing (Wales) Act (2014) (population needs assessments) and the Well-being of Future Generations (Wales) Act 2015
- xii. Work closely with the Regional Partnership boards established under the Social Services and Well-being (Wales) Act (2014) to ensure that substance misuse services are considered in the context of other care and support services.

Remit of the APB

The APB is an unincorporated body' it has no legal powers, and will operate as a collaboration of organisations and does not have executive or statutory powers to make decisions in its own right.

This memorandum of understanding does not change, replace, substitute or amend in any way the statutory duties or other responsibilities of the Responsible Authorities.

It is a mechanism which allows the responsible authorities to come together at a regional level to enable their statutory responsibilities as described above to be discharged.

This means representatives on the APB will remain accountable to their separate organisations. Each Board Member will ensure that they have the capacity to participate in making recommendations for consideration by the Responsible Authorities.

The APB itself is not able to commission work, procure goods/services, and incur costs or to enter into contracts etc. as it does not have the legal status to do so. Where such activities are proposed to be undertaken, it will be necessary for either the nominated grant recipient body and / or other named statutory partners to carry forward the proposals approved by the responsible authorities i.e. it will be necessary for the representatives of the Responsible Authorities to take the recommendations of the APB to their representative organisations.

This means that decisions it makes, are in effect decisions to recommend, through respective governance frameworks within responsible authorities, e.g. LA Cabinet Boards, or Health Board.

Accountability Arrangements of the APB

The Responsible Authorities, as Board Members of the APB, will be held to account for the progress of the work of the APB through their own organisational performance management and decision-making frameworks.

The Chairperson will retain responsibility for the governance arrangements of the APB.

The Chief Executive of the Health Board will be accountable for adhering to the NHS performance management framework and will retain responsibility for clinical governance.

The 'responsible authorities' of the APB will be responsible for the allocation of SMAF revenue and capital funds (in accordance with application(s) for grant made to the Welsh Government) and for signing off the ring fenced health budget in respect to substance misuse.

The 'responsible authorities' of the APB will be responsible for nominating a banker to undertake the role.

The 'responsible authorities' of the APB will be responsible for reporting on the statutory KPIs for substance misuse services.

The APB will report to the Minister for Health and Social Services through the Welsh Government Substance Misuse Branch.

The Welsh Government requires Local Health Boards and APBs to work collaboratively to ensure that the funding allocated to tackling substance misuse is both coordinated to provide the most effective use of the available funding and to avoid potential duplication.

The APB has responsibility for scrutinising, agreeing and signing off the Health Board's contributions to substance misuse to ensure these complement the delivery of the Welsh Government Substance Misuse Strategy implementation plan, the Health Board local delivery plans and relevant local substance misuse action plans.

Decisions in relation to commissioning, performance and financial management are restricted to Responsible Authorities.

The WB APB is committed to ensuring that there is service user involvement in the planning, design, and delivery of services. The APB will ensure there is a variety of mechanisms in place to effectively engage and involve service users with their work, including direct representation to the Board, subgroups or via reporting structures with an established local service user forum, in accordance with the Substance Misuse Treatment Framework.

Risk Management

The key risks that could affect the remit of the Western Bay APB have been assessed and relate to:-

- i. Governance
- ii. Finance
- iii. Service Delivery
- iv. Capital Assets
- v. Drug related deaths and serious infection in those injecting opioids
- vi. Access to services for those with co-occurring mental illness and substance misuse problems
- vii. Increased risks to alcohol-dependent service users once the Minimum Unit Pricing legislation is implemented
- viii. HB Boundary change
- ix. Service user involvement/participation

These risks will be assessed via a risk assessment matrix considering impact, likelihood, and severity, including mitigating actions.

Membership of the APB

Membership of the APB is to consist of:

- Responsible authorities
- Invited members
- Advisory Members (to be determined by the Board from time to time)

Membership is detailed below

Responsible Authorities			
Organisation	Designation	Members Representatives	Substitute Representative
Swansea Bay University Health Board	Assistant Director of Strategy	Joanne Abbot - Davies	vacant
	Director of Public Health	Keith Reid	Judith Tomlinson
	Clinical Lead	Dermot Nolan	None
	Primary	Emily Dibdin	None
Neath Port Talbot Local Authority	Assistant Chief Executive & Chief Digital Officer	Karen Jones	Claire Jones
Swansea Local Authority	Chief Officer Social Services	David Howes	Julie Davies
South Wales Police – Western Division (Swansea and NPT)	Chief Superintendent	Joanna Maal	Gareth Morgan
South Wales Police and Crime Commissioner	Strategic Lead for commissioning, substance misuse and Mental Health	Angharad Metcalfe	Vacant
National Probation Service	LDU Head/ Deputy LDU Head	Rhian Lovell	Vacant
Mid and West Wales Fire and Rescue	Corporate Head of Prevention & Protection	Mydrian Harries	Karen Jones

Invitee Members			
Organisation	Designation	Members Representatives	Substitute Representative
National Offender Management Service (NOMS)	Senior Manager OMU/Drug Strategy Manager	Neil Harding	-
Service Provider Representatives (1 per organisation)	WCADA	Rebecca Hancock	-
	BAROD	Jamie Harris	Sarah James
	PSALT	Carly Jones	-
	SBUHB	Dai Roberts	-
Service User Representatives (2)	TBC	TBC	TBC
Department for Work and Pensions	DWP Employer and partnerships	Matthew Bennett	Helen Powell Mark Hurry
Supporting People/ Homelessness / Housing representative	NPT - Principal Officer, Social Care Commissioning, Housing Strategy, Supporting People and Homelessness Services Swansea - Partnership and Commissioning Manager	Chele Howard	-
		Jane Whitmore	-
Children and Young People Planning, i.e. children services / Youth Offending Team.	Head of Children and Young People Services	Keri Warren Julie Thomas	Julie Davies
Education Leisure And Lifelong Learning	Head Of Transformation	Andrew Thomas (NPTCBC) Swansea TBC	

Advisory Members (to be determined by the Board from time to time)			
Organisation	Designation	Members Representatives	Substitute Representative
Welsh Government	Regional Substance Misuse Advisor Welsh Government	Owen Venables	-
APB Support Team	Strategic Manager Partnerships & Community Cohesion	Claire Jones	-
	Commissioning Manager	Julia Jenkins	-
WB Regional Partnership Board	Programme Director	Kelly Gillings	Tbc

Chairs of task and finish or sub groups will be invited to attend as and when necessary, but are not standing members of the APB.

The role of APB Board Members

The seven Nolan principles, namely openness, objectivity, honesty, leadership, integrity, selflessness and accountability, guide those working in the public sector and are the bedrock for the APB.

APB members are expected to:

- i. Contribute to the implementation, monitoring and evaluation of the Area Planning Board work programme, commissioning strategy, and any related action plans.
- ii. Be aware of the performance measures, and the role of their organisation in improving these.
- iii. Show commitment to working towards the priorities set out in the All Wales Substance Misuse Implementation Plan
- iv. If required, act as a 'champion' or lead on a given area of activity.
- v. Be an active link (which includes communication and reporting) between the APB, the member's organisation and/or to other relevant partnerships.
- vi. Be active ambassadors for the APB.
- vii. Promote equality of opportunity in the work of the APB and constructively challenge discriminatory practice.
- viii. Represent their organisation at Board meetings (It is accepted that representatives on the APB remain accountable to their separate organisations).
- ix. Make a positive contribution, removing barriers, and balancing support with (constructive) challenge,
- x. treating people with respect
- xi. Contribute to meetings in accordance with such authority or delegation as is given to them by their organisations.
- xii. Contribute to the APB by participating in personal learning and development and activities and engaging in any performance management system that the APB decides to use.

- xiii. Be effective, having the necessary competence & capability
- xiv. Give their commitment to attend meetings, arrive on time, read papers, come properly briefed with necessary authority to contribute to the discussions, and have the necessary authority to contribute to any decisions (to recommend)
- xv. Be prepared to make decisions in an open and transparent way.
- xvi. Be prepared to develop an understanding of the role, and remit and wider landscape, seeing beyond the confines of their own organisations
- xvii. Having agreed a recommendation at the APB, responsible authority representatives are required to ensure that the necessary approval is sought within their own governance structures, and advise the APB accordingly.

Chairperson and Vice-Chairperson of APB

A Chairperson and Vice-Chairperson shall be elected every 3 years from amongst the Member Representatives of the Full Members of the APB.

The Vice-Chair person is responsible for the duties of the Chairperson in his/her absence and should report all developments to the Chairperson

Role of the Chairperson of the APB

The role of the chairperson is to ensure the APB operates efficiently and in line with the governance arrangements identified by each APB

Nominated substitutes at APB Meetings

Responsible authorities of the APB may nominate another person to attend a meeting in his or her place.

The Substitute Representative for each responsible authority must be confirmed to the Secretariat in advance (see table above).

Responsible authorities must advise the secretariat in advance if a substitute representative will be attending, prior to the meeting.

Any person nominated to attend APB meetings on behalf of a Responsible Authorities must be authorised by his or her organisation to act on behalf of the designated representative at APB meetings, including exercise any voting rights.

Information and papers relating to APB meetings will be expected to be made available by the Secretariat to nominated substitutes.

Nominated substitutes should not attend more than two consecutive meetings in the place of a Responsible authority representative of the APB.

Invited and advisory members may also nominate another person to attend, provided this is advised to the secretariat in advance.

APB procedures

Voting Rights & Decision making

Decisions by Board members to provide advice/recommendations will be taken by consensus wherever possible.

Decisions by Responsible authorities to provide advice/recommendations will be taken by consensus wherever possible.

An issue may be decided by vote, in which case, a majority decision is required from those Board members present and eligible to vote; decisions in relation to commissioning, performance and financial management are restricted to responsible authorities

Advisors and invited members may contribute to any debates involving such matters.

There is one vote per responsible authority (Swansea Bay University Health Board one vote, SWP one vote, etc.)

Responsible authorities must nominate in advance who has been delegated from their organisation to exercise the right to vote.

Responsible authorities must nominate in advance who will be their voting member substitute representative.

In the case of an equal number of votes, the Chairperson will retain the casting vote.

Cessation of membership

A Board member of the APB (responsible authority, invitee or advisory member) or nominated substitute will cease to be a member upon:

- Notifying his or her resignation to the APB or
- Ceasing to be a member or officer of the representative organisation or
- The representative organisation giving written notification to the APB of the representative's withdrawal from the APB
- Failing to attend, without good reason and having sent an apology in advance, for three consecutive meetings of the APB.

Should the APB consider the need to review the membership of an individual member or organisation, the Board member will have the right to be heard by the APB. Expulsion from the APB for good and sufficient reason must be supported by a two-thirds majority of those responsible authorities present and voting at the meeting.

Review of membership

The APB will undertake a formal annual review of:

- the Board Membership of the APB
- the sufficiency of the constituent organisations / sectors represented on the APB.
- its performance and effectiveness

Meetings

Urgent Matters Occurring Outside of Planned Meeting Dates

If there are urgent matters which require decisions outside of the planned cycle of APB meetings then one of two options may be considered as follows:-

- Call an Extraordinary Meeting of APB Members with the agreement of the Chair, Vice Chair and Full Members, or
- Email APB Members or if the matters requiring decision are related to financial, commissioning or procurement matters to email nominated representatives of the responsible authorities to seek consensus decisions, with the casting vote of the APB Chair if necessary.

There may be circumstances however where matters are heard and decided upon by responsible authorities only, and the discretion to call such a meeting rests with the Chair or Vice Chair

Notice and frequency of meetings

The APB will meet at least quarterly.

Any five Full Members of the APB can call for a special meeting.

Such requisition, made to the Secretariat, must specify the nature of the matter requiring consideration and the notices summoning the meeting must contain details of the matter to be discussed.

The meeting must be notified to responsible authority representatives by the Secretariat (APB Support Team) and must take place within 21 days of its notification.

Quorate meetings

For APB meetings to be quorate at least one third of the voting members (i.e. responsible authorities) must be present.

Agenda

The Secretariat (APB Support Team) will email all board members at least 3 weeks in advance of the meeting to request details of any matter they wish to be included on the agenda.

Members should respond with any items within 1 week of email notification.

The chairperson should approve the agenda in advance of it being issued.

Administrative matters

The Secretariat function of the Board will be delivered within the substance misuse co-ordination resources available to the APB through SMAF and joint commissioning revenue.

The agenda and related papers will normally be circulated by email 7 days in advance except in cases of urgency when 3 days' notice will be given.

Minutes of APB meetings will be taken by the Secretariat and will be agreed at the following meeting.

Minutes will include a list of those attending and of apologies received along with decisions made and actions arising.

Minutes will be made available to the wider community, in appropriate and accessible formats. It is noted that there may be exceptions to this depending on the nature of discussion.

Advisors and staff

Papers produced for the purposes of the APB shall be made available by the secretariat to the:

(i) The manager of the regional commissioning team, who:

- can contribute to meetings
- will be expected to advise on the considered direction of the APB

(ii) Advisors (Welsh Government)

The APB Support Team Manager and / or Welsh Government Advisors will:

- Advise Responsible Authorities and their partners on the development and implementation of their local / regional commissioning strategies; including the development of service specifications, costings and performance monitoring indicators.
- Provide advice on planning, performance and resource management issues including performance against the new core standards and the Key Performance Indicators for substance misuse.

- Advise on good practice.
- Review and monitor the progress of the APB in the delivery of the Welsh Government Substance Misuse Strategy.
- Work with partners to ensure compliance with the reporting requirements of the WNDSM and the TOP; this includes identifying data quality issues and facilitating resolution.
- Advise partners, senior management and Ministers on the resolution of performance issues.

Conflict of Interest

All Member representatives have the responsibility of notifying the Chairperson of a potential conflict of interest. Dependent on the type of interest the Member representative may be asked to leave the room for specific agenda items.

Information Sharing

Sharing information is part of good communication and is vital to the delivery and planning of substance misuse services. The APB should develop or adopt an existing information sharing protocol covering the use of both de-personalised and personalised data.

The latter will be particularly pertinent in the development of integrated care pathways. N.B. The Department of Health has produced a code of practice for NHS staff that addresses confidentiality issues.

Voluntary and private drug and alcohol treatment services may also find this code useful to inform their own policies. The document 'Confidentiality: NHS Code of Practice' can be found on the Department of Health website at www.dh.gov.uk

Board Members of the APB and any subgroups are required to comply with the law governing the sharing of information in relation to the reduction of crime and disorder, namely regulations made under section 17A of the Crime and Disorder Act 1998.

Dealing with disputes

The APB will consider any concerns or criticisms that a Member may have in relation to the role or functioning of the APB and it will be within the discretion of the APB to resolve any issues by consensus and if appropriate by majority vote.

The Welsh Assembly Government may, in exceptional circumstances, determine appropriate action in relation to outstanding issues which have not been resolved by the APB under the above paragraph.

Financial / management arrangements

The APB will be required to nominate one of the Responsible Authorities to administer specific funding streams on its behalf.

The 'grant recipient' will receive the allocation of SMAF revenue on behalf of the APB area and then administer it in accordance with the agreement of the responsible authorities within the APB membership.

The APB will be allocated the top sliced LHB funding for substance misuse services and the SMAF capital and revenue budgets. Agreement on all expenditure will be decided by the APB, under the advisement of the APB designated group.

Other Budgets will be held by stakeholders and pooled as appropriate.

Clinical Governance

The Local Health Board's clinical representative will have a role in making recommendations in relation to ensuring appropriate clinical governance arrangements have been put in place in respect to services commissioned by the APB.

Equality

The APB must, in undertaking its aims and objectives, be committed to fair and equal treatment, in accordance with the law and recognising the value of diversity.

Subgroups

The APB may set up sub-committees of the Board or time-limited groups to assist in the discharge of the Board's functions.

The terms of reference for any sub-committees or time-limited groups will be set by the APB and recorded in its minutes.

All sub-committees and time-limited groups will remain accountable to the Board and will be required to report their activities to the Board as agreed by the Board.

Membership of Subgroups

It is understood there will be some areas of business where it is not appropriate for the full membership of the APB to be present, for example performance, finance or

contract management issues and in these instances it may be appropriate for sub groups to lead on these areas of work.

The membership of sub-committees and time-limited groups shall be appropriate to the terms of reference. It will be expected that in carrying out the agreed terms of reference, sub-committees and time-limited groups will carry out such engagement as it considered necessary to the work in question but also to discharge the wider obligations set out in legislation, specifically the Equality Act 2010, the Crime and Disorder act 1998 as amended by the Police and Justice Act, the Well-being of Future Generations (Wales) Act 2015 and the Social Services and Well-being (Wales) Act 2014. Outline terms of reference are included at Appendix One.

The chairperson and vice-chairperson of sub-committees and time-limited groups will be agreed by the APB

In the event that a subgroup member is unable to attend a meeting, the member should ask an appropriate substitute to attend in his/her place.

A member of each subgroup may, by prior agreement with the chairperson, invite non-members to attend meetings to provide information and/or guidance on specific issues.

Sub group Meetings

Each subgroup will meet at on a frequency agreed with the APB

Meetings will be held at suitable times, and at venues which are accessible and comply with the requirements for the Disability Discrimination Act.

Additional meetings may be arranged as necessary with the prior agreement of the Chairperson.

The Chairperson will determine the agenda for the all meetings.

Minutes will be made available to the wider community, in appropriate and accessible formats. It is noted that there may be exceptions to this depending on the nature of discussion.

Reporting Procedures

Each subgroup will report back to the APB as directed by the APB.

The Chairs of each sub group, or their nominated deputies will attend APB Board meetings to provide feedback on the work of their individual sub groups.

Safeguarding

The APBs will have clear processes and procedures in place to manage any safeguarding issues which could emerge as a result of their commissioning arrangements.

Review of this memorandum of understanding

This memorandum of understanding will be reviewed and updated by the APB at least annually.

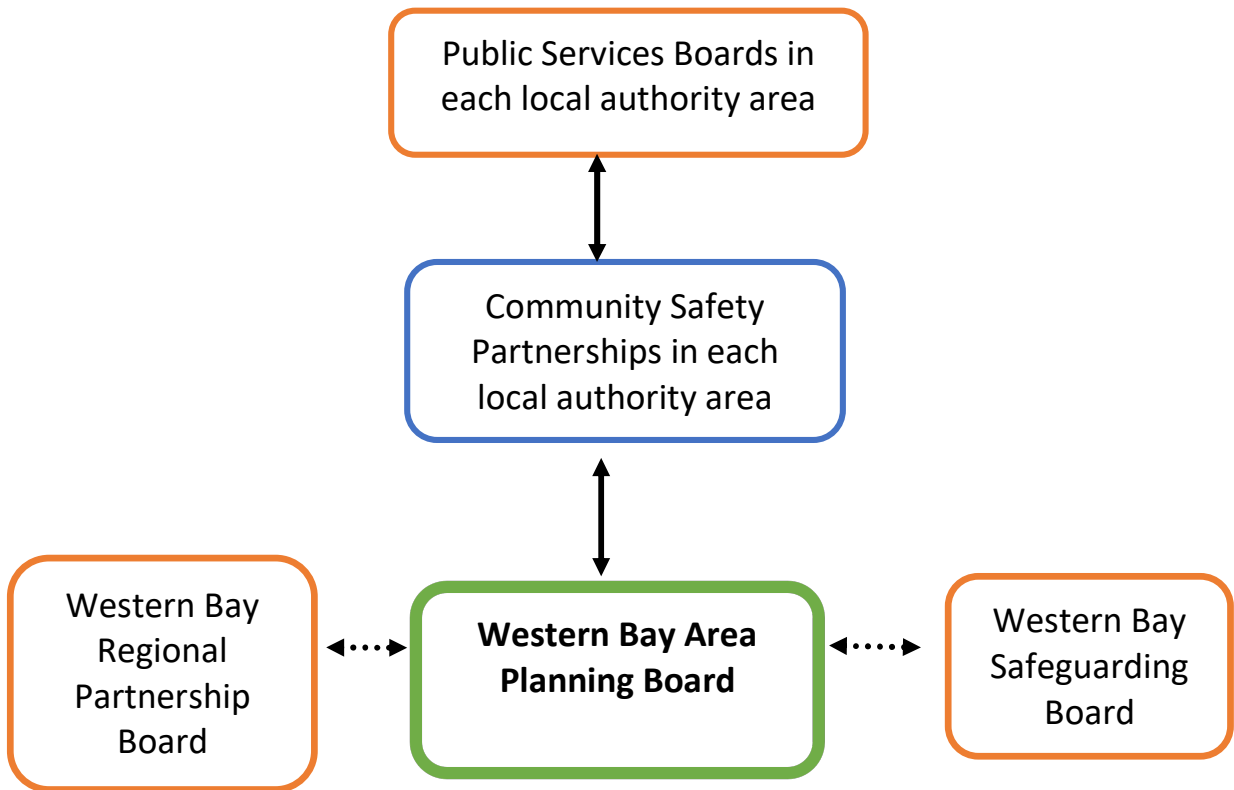
Any APB Board Member can make proposals to the APB regarding proposed changes to the memorandum of understanding at any time.

The APB will agree by a majority vote of the Member Representatives of Full Board Members present and voting at a Board meeting on any changes to this memorandum of understanding.

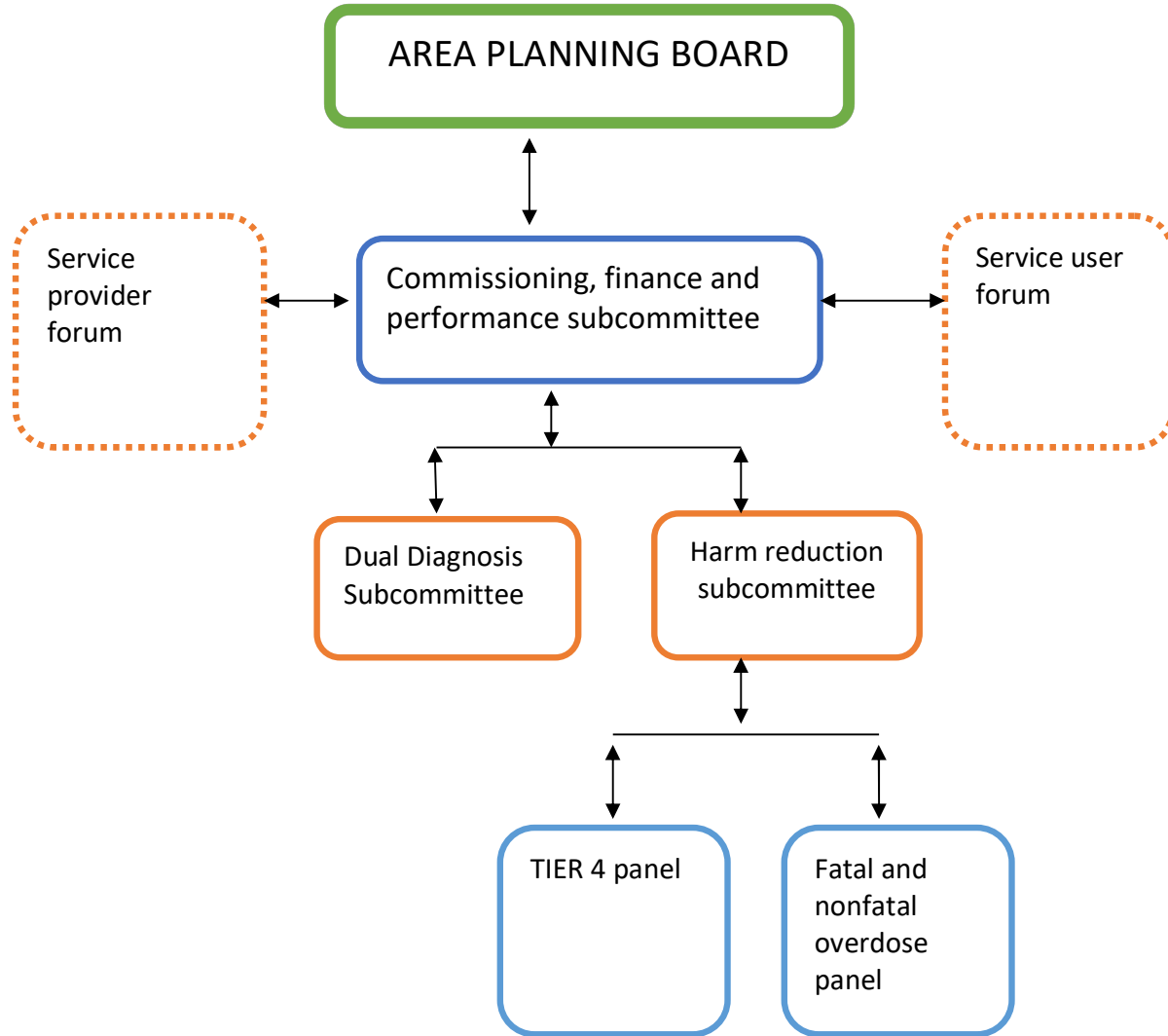
Legal Obligations

This Memorandum of Understanding is not intended to and does not create legally binding obligations between the Board Members.

WESTERN BAY APB STRUCTURE



WESTERN BAY APB SUPPORTING STRUCTURE



APB Board Members Induction Programme

As part of its corporate governance arrangements, Western Bay APB has agreed a series of activities, meetings, and key documents that combine to form a comprehensive induction programme for new members. As a new member to the board, you are asked to complete the induction programme according to the identified timescales. The whole programme is designed to be completed in the first 9 months of your membership, and once completed the signed checklist should be returned to the APB support team – contact details at the end.

NB: All referenced documents will be supplied to you electronically by the APB support team

FIRST THREE MONTHS OF MEMBERSHIP

Meetings

- Introductory meeting with the APB Chair
- Attendance at your first APB Meeting

Reading

- Western Bay APB Substance Misuse Commissioning Strategy (2015-18)
- National Substance Misuse Strategy for Wales: 2008-18
- Western Bay APB Governance Framework
- Welsh Government Guidance on the establishment of Area Planning Boards (Revised)
- Minutes from the previous APB meeting

FIRST NINE MONTHS OF MEMBERSHIP

Meetings

- Attendance at relevant APB sub group meetings
- Attendance at APB Meetings

Reading

- The most recent Western Bay APB Annual Report

NAME.....

ORGANISATION.....

DATE PROGRAMME COMMENCED.....

DATE PROGRAMME COMPLETED.....

SIGNED.....

On completion of the induction programme, please fill in your details in the space above, sign and return to:

Regional Substance Misuse Commissioning & Support Team
Western Bay APB
Substance Misuse Regional Team,
Neath Port Talbot County Borough Council,
Cimla Hospital,
Neath
SA11 3SU

Email: wbapb@neath-porttalbot.gov.uk

PART 2: Systems and Processes

Register of Interests

This Register of Interests includes all interests declared by Board members, sub group members, and the secretariat staff of Western Bay Substance Misuse Area Planning Board (the APB). In accordance with the Welsh Government National Core Standards for Substance Misuse, the APB's chair (via the APB Support Team Manager) must be informed of any interest which may lead to a conflict with the interests of the APB and the public for whom they commission services in relation to a decision to be made by the APB, or its supporting structures, that needs to be included in the Register within 28 days of the individual becoming aware of the potential for a conflict. Updates to the register will be undertaken twice yearly within APB meetings.

Interests that must be declared (whether such interests are those of the individual themselves or of a family member, close friend or other acquaintance of the individual) include:

- i. roles and responsibilities held within commissioned services;
- ii. directorships, including non-executive directorships, held in private companies or PLCs;
- iii. ownership or part-ownership of private companies, businesses or consultancies likely or possibly seeking to do business with the APB;
- iv. shareholdings (more than 5%) of companies in the field of substance misuse;
- v. a position of authority in an organisation (e.g. charity or voluntary organisation) in the field of substance misuse;
- vi. any connection with a voluntary or other organisation contracting for Substance Misuse Action Fund supported services;
- vii. research funding/grants that may be received by the individual or any organisation in which they have an interest or role;
- viii. any other role or relationship which the public could perceive would impair or otherwise influence the individual's judgment or actions in their role within the APB.

Western Bay Substance Misuse Area Planning Board (APB) Register of Interests

Name	Date	Position/ Role	Potential or actual area where interest could occur	Action taken to mitigate risk	Comments

Performance reporting

The performance framework to the APB is currently under review. As an interim measure the following reports will be compiled and distributed by the APB support team.

Quarterly reports

Quarterly reports will constitute the primary performance reporting mechanism to the Commissioning, Finance and Performance Sub-Committee and to the APB itself. The quarterly reports will highlight areas for improvement and will include the following:

- An assessment of NKPI performance
- Acknowledgement of those indicators where a greater improvement has been achieved than expected during the quarter
- An alert to those indicators with declining performance levels
- Monitoring progress against indicators for which performance improvement actions are underway
- Progress Report detailing progress made against the agreed annual work plan
- Risk register update
- Financial report
- Update on status of specific actions carried out by task and finish groups
- Feedback from fatal/non-fatal panel

Annual report

The annual performance report will incorporate the key elements of the results of monthly and quarterly reports through the year, as well as those indicators that are only collected on an annual basis. The report will include a report against the NKPIs for the year, and a comprehensive annual performance report for each indicator will be incorporated into an annex to the report.

The annual performance report will constitute a key component of the APB Chairs annual report on the work of the Board.

PART 3: Signatories

Commitment to the Western Bay Area Planning Board Code of Conduct and Memorandum of Understanding

I acknowledge that I received a copy of the Governance Framework for the Western Bay Area Planning Board dated December 2018, and that I have read and understood both the Code of Conduct and the Memorandum of Understanding contained therein. I will comply with both the Code of Conduct and I will follow the principles of the Memorandum of Understanding. If I learn that there has been a violation of the Code, I will contact the Chair of the Area Planning Board. I acknowledge that the Code and the Memorandum of Understanding are not contracts and that nothing in the Code is intended to change the traditional relationship of employer and employee or contractor and contractee.

Dated: _____

Constituent's Signature

Constituent's Name (Please Print)

Employing Organisation

Appendix One: Outline Terms of Reference

Commissioning, Finance and Performance Sub-Committee

- i. Advise the Board on the steps needed to deliver the Welsh Government's substance misuse policy
- ii. Oversee the development and implementation of the Board's commissioning strategy
- iii. Oversee the development and implementation of the Board's estates strategy
- iv. Oversee the preparation of expenditure plans and provide assurance to the Board on financial performance and value for money
- v. Oversee the operation of the section 33 Agreement
- vi. Establish a service user involvement/engagement framework
- vii. Establish a performance and quality assurance framework. Advise the Board on the performance and quality of services commissioned by the Board
- viii. Provide an assurance on risk to the Board
- ix. Advise the APB on commissioning objectives/priorities and associated strategies/plans
- x. Direct and co-ordinate the needs assessment
- xi. Research best practice/evidence of what works
- xii. Develop service models that respond to identified need
- xiii. Oversee the preparation of service specifications
- xiv. Consult/inform/engage service users, carers and service providers
- xv. Advise the Commissioning, Finance and Performance Sub-committee on procurement options
- xvi. Oversee the procurement of services in line with the commissioning strategy and the selected procurement option
- xvii. Monitor expenditure against budget, highlighting projected variances and providing advice to the Commissioning, Finance and Performance Sub-Committee on actions that may be taken to address variances

Membership: Responsible bodies and Regional Commissioning Team. Others to be co-opted to advise on particular aspects of work.

Harm Reduction Sub-Committee

- i. Oversee the preparation of the Harm Reduction strategy for the Board
- ii. Advise the Board on the priorities to be pursued in relation to harm reduction
- iii. Research best practice/evidence in reducing harm to service users, their carers and the wider community
- iv. Receive reports from the drug poisoning panel and advise the Board on patterns, trends and actions that the Board should consider in relation to those trends and patterns
- v. Receive reports from the drug poisoning panel in relation to safeguarding concerns/incidents identified from their work and secure assurances that such safeguarding concerns/incidents have been appropriately responded to
- vi. Report to the Board on the availability, quality and safety of harm reduction services

- vii. Receive reports from the Tier 4 Panel and provide advice to the Board on the adequacy and safety of tier 4 provision

Membership: tbc

Provider Forum

To provide a venue for discussion on both strategic and operational issues affecting substance misuse services

To provide a mechanism for open communication and dialogue, and the sharing of good practice and knowledge exchange in relation to Service Provision and Practice

To provide a safe environment in which to share concerns, and have open dialogue,

Provide a forum to communicate strategic and business priorities,

Provide a forum to test ideas for service improvement

The key objectives of the group are to;

- To establish the views of provider agencies and ensure these are communicated to the APB
- To enable the APB Team and Service Providers to discuss issues in relation to commissioning and service provision (two-way dialogue)
- Receive feedback from the APB meetings and other sub groups of the APB.
- Contribute to the implementation of National and Local substance misuse strategies
- Respond to consultation exercises where appropriate
- To exchange information regarding data and performance and the operational usage of the National Database (NWIS).
- Highlight issues affecting service delivery
- Communicate key messages in relation to Substance Misuse. These include;
 - Changes in legislation
 - Local issues in relation to substance trends, drug litter etc.
 - Individual agency “hot” issues
 -

The membership of the group will consist of:

- Substance Misuse Commissioning team
- Substance Misuse Service Providers
- Substance Misuse commissioned services
- The Provider Forum may extend invitations to others to attend meetings as required.

SECOND SCHEDULE AWARD LETTER

Grŵp Iechyd a Gwasanaethau Cymdeithasol
Health and Social Services Group



Llywodraeth Cymru
Welsh Government

To: Chairs of APBs
Cc: LHB Chief Executives
LA Chief Executives
Substance Misuse Leads
Substance Misuse Advisory Regional Teams

Date: 22 December 2021

Dear Colleague

SUBSTANCE MISUSE ACTION FUND – PROVISIONAL AREA PLANNING BOARD REVENUE ALLOCATIONS FOR 2022-23 AND INDICATIVE 2023-24, 2024-25 FUNDING

I am writing to inform you of the Substance Misuse Action Fund (SMAF) revenue allocations for 2022-23 and indicative funding for, 2023-24 and 2024-25.

I am pleased to update you that following the Welsh Government's Draft Budget publication on 20 December 2021; Area Planning Board (APB) provisional allocations will increase to £31.063m in 2022-23. Indicative funding for 2023-24 is set at £32.563m and £33.563m in the 2024-25 financial year. A breakdown of the APB allocations can be found at **Annex A**.

This is subject to confirmation of Welsh Government's Final Budget each year. Final Budget for 2022-23 is expected to be published on 1 March 2022.

Approval of 2022-23 Revenue Expenditure Plans

The Substance Misuse Delivery Plan (2019-22) confirm the Welsh Government and its key stakeholders' priorities for the use of these resources. These are as follows:-

- Responding to co-occurring mental health problems, which are common in substance misuse.

- Ensuring strong partnership working with housing and homelessness services to further develop the multi- disciplinary approach needed to support those who are homeless or at risk of homelessness.
- Ensuring that all prisons in Wales (and HMP Eastwood Park, women's prison) have a coordinated, transparent and consistent service for those with substance misuse problems in prison, based on best practice.
- Providing further support for families and carers of people who misuse substances.
- Ensuring that appropriate and responsive alcohol misuse services are in place following implementation of the Public Health (Minimum Price for Alcohol) (Wales) Act 2018.
- Improving access to services and ensuring people get the support and treatment when they need it, is critical to ensuring we reach as many people as possible.
- We will strengthen our multiagency working and care planning to ensure peoples' needs are met.
- Tackling dependence on prescription only medicines and over the counter medicines.

APBs submitted two year plans in 2020-21 (for 2020-21 and 2021-22) and APBs should ensure that they still meet local needs and respond to the relevant supporting actions for each of these priorities. Should you wish to amend your plans please discuss this with your regional lead. We will be writing to you for further detail on this very soon.

Whilst the delivery plans do not need to be updated in full, each APB will be required to submit a detailed plan for the utilisation of the increased funding detailing how it will **improve services and reduce waiting times**.

Ring-fenced allocations for children and young people and Tier 4 services remain in place for 2022-23 and both have increased by £1m. The ring-fenced allocation for Counselling has been removed and this money instead will form part of the Generic Funding. A breakdown of these amounts can be found within **Annex A**.

Children and Young People

The ring fenced children and young people monies has increased from £2.75 to £3.75m. It must be used to fund the continued development of substance misuse services for under 18s in line with the guidance 'Integrated Care for Children and Young People Age 18 years and under who misuse Substances' issued in March 2011. Proposals should be developed in consultation with the range of bodies cited in the guidance, and networks developed by Local Authorities in engaging with Children and Young People, including Children and Young People Partnerships. Additional funding in services for children and young people should give priority to working in partnership to support children and families on the edge of care. APBs should ensure that their planning of this spend is well aligned to mainstream family services, including preventative services such as Families First.

Tier 4

The ring fenced Tier 4 monies has increased from £1m to £2m. Our renewed residential rehabilitation framework, Rehab Cymru was implemented in April 2020 to help sustain the provision of high quality Tier 4 services in Wales. **All** residential placements funded through the ring-fenced allocation must now be made via the framework, in the exceptional circumstances where a placement needs to be made outside of the framework you must seek approval from your regional team, in advance of any placement. The additional funding of £1m should only be used for placements in tier 4 services, and we would expect to see the level of funding from the existing Tier 4 allocation to support activities reduce to free up further funding for placements.

Counselling

The counselling ring fenced has now been removed as our expectation is that all budgets support Trauma Informed Service delivery, including counselling, commissioners should continue to develop services in line with the substance misuse treatment framework 'Guidance for Evidence Based Psychosocial Interventions in the Treatment of Substance

Misuse' published in 2011. In addition, services - including those for Children and Young People, should be developed with an awareness of Adverse Childhood Experiences (ACEs) and services should ensure they provide early intervention and prevention, so that longer-term harms are prevented.

Out of Work Service (OoWS)

Colleagues in the OoWS team will contact APBs in the New Year regarding the project.

Health Board ring fenced funding for Substance Misuse Services

The Welsh Government requires APBs to work collaboratively with their respective Health Boards (HBs) to ensure that the funding allocated to tackling substance misuse is both coordinated to provide the most effective use of the available funding and to avoid potential duplication. Funding will be withheld from HBs until confirmation is received from the Chair of the relevant APB that the use of these resources complements the delivery of the Welsh Government Substance Misuse Delivery Plan 2019-22. **This confirmation must be received by 30th June 2022.**

Welsh Government will expect to see evidence of clear partnership working supported by performance monitoring and joint targets before final sign off of HB ring fence funding. Given that the APBs have responsibility for agreeing and signing off the HB's contributions to substance misuse, the assessed needs of the region alongside the current APB commissioning strategy must be taken into consideration to ensure the best outcomes are delivered.

HBs and APBs should develop detailed spending plans with agreed performance and outcomes before submitting this to the Welsh Government for approval, these should be developed in a timely manner with clear monitoring processes in place.

Where HBs request SMAF from the APB the rationale for this requirement over and above the ring fence allocation should be clearly outlined in the submission to the Welsh Government.

It is therefore expected that the HB and APB engage in dialogue as early as possible to ensure that planned interventions meet the above criteria, thus allowing the APB to discharge its responsibilities, subsequently enabling the Welsh Government to authorise payments.

HB ring fenced funding for Substance Misuse Services has increased by £1m in 2022-23 to £21.774m. Individual HB allocations are set out in **Annex B**.

Provision of Evidence Based interventions

NHS bodies must ensure that in planning, commissioning or providing services that they comply with the Standards for Health Services in Wales as set out in the *Doing Well, Doing Better* Framework and in particular standards 7 which sets out requirements for the provision of safe and clinically effective care.

Welsh Government expects the NHS and other organisations that commission and plan services to ensure that they are based on clinical need and in line with the principles of Prudent Healthcare that only interventions with a robust evidence base are provided.

We accept that certain environmental and other supportive approaches designed to make services more acceptable and approachable may be used by providers, but this should not extend to provision of interventions where treatments have no proven therapeutic outcomes, other than in the context of a good quality research settings, where that evidence base may be further developed. NICE clinical guidelines and other evidence based information such as the **Cochrane Database** of Systematic Reviews would be appropriate sources of information.

Expenditure Plans

The APB has overall responsibility for management of its allocation and all payments will be made to its designated banking authority. Further details on the requirements of managing the SMAF are contained within the revised APB guidance published in January 2017 (please see link below).

<http://gov.wales/topics/people-and-communities/communities/safety/substancemisuse/publications/planningboards/?lang=en>

Notice of funding decision to Third Sector organisations

It is a requirement of the Third Sector Code of Practice for you to give Third Sector organisations at least three months notice of your decision either to award or withdraw funding. For example, if you intend to withdraw funding on the 1 August 2022 you must notify the organisation concerned of any decision by 31 May 2022,

you should therefore build this requirement into your expenditure plans. You must at least issue a notification letter if not the final award letter by this date. This notification must be in writing.

Monitoring

Existing monitoring systems will continue for accountability purposes:

- In addition to the regular APB dashboard 'self assessments', the relevant SMART team will hold quarterly monitoring meetings with APB Regional Leads where the focus will be on progress against actions within the Substance Misuse Delivery Plans, continual improvement of the KPIs, reviewing financial monitoring arrangements and the implementation of the core standards.
 - APBs will also need to continue to submit quarterly claims promptly for payment of their allocation in arrears, along with a satisfactory progress report to the appropriate SMART and to Samantha French, Finance Manager (samantha.french@gov.wales). These reports will need to include a section on progress against objectives and specified outcomes.

Complex Needs funding

£1m Complex Needs funding will continue in 2022-23 for the existing four areas currently in receipt of funding. In addition, a further £1m has indicatively been made available in order to support the remaining three APBs and the SMART will be in contact with the relevant APBs to progress projects in coming weeks.

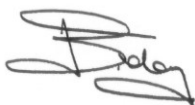
Injectable Buprenorphine (Buvidal)

The Deputy Minister for Mental Health and Wellbeing and the Minister for Health and Social Services have agreed to meet existing Buvidal commitments in 2022-23 and indicatively for the following two years, subject to ongoing evidence of impact. The Welsh Government will commission a full independent evaluation of Buvidal to run alongside this commitment.

Capital

SMARTs will be in contact to inform you of arrangements for capital funding for 2022-23 in the New Year.

Yours sincerely



Tracey Breheny
Deputy Director of Mental Health, Substance Misuse and Vulnerable
Groups Welsh Government

Annex A
Indicative SMAF Revenue Allocation Letter 2022-23

APB	2021-22 Allocations	2022-23 Allocations	Ring-fenced share of £2,000,000 for Tier 4 Services	Ring-fenced share of £3.75m for Children and Young People's Services	Increase of £
Swansea Bay	£2,969,965	£3,680,966	£325,600	£610,500	£711,001

SMAF Revenue Allocations 2023-24

APB	2022-23 Allocations	Ring-fenced share of £2,000,000 for Tier 4 Services	Ring-fenced share of £5.25m for Children and Young People's Services	2023-24 Allocations	Increase of £
Swansea Bay	£3,680,966	£325,600	£854,700	£3,858,716	£177,750

SMAF Revenue Allocations 2024-25

APB	2023-24 Allocations	Ring-fenced share of £1,000,000 for Tier 4 Services	Ring-fenced share of £6.25m for Children and Young People's Services	2024-25 SMAF Allocations	Increase of £
Swansea Bay	£3,680,966	£325,600	£1,017,500	£3,977,216	£296,250

THIRD SCHEDULE

SUPPLEMENTARY PROVISIONS

1. Confidentiality

1.1 The Parties shall:

1.1.1 treat all Confidential Information as confidential and safeguard it accordingly and

1.1.2 not disclose any Confidential Information of any other Party without the prior written consent of that Party, except to such person and to such extent as may be necessary for the performance of the Service

1.2 Each Party shall take all necessary precautions to ensure that all Confidential Information obtained from other Parties under or in connection with the Service:-

1.2.1 is given only to such of the staff or contractors engaged in connection with the performance of the Service as is strictly necessary for the performance of the Service and only to the extent necessary for performance of the Service;

1.2.2 is treated as confidential and not disclosed (without prior approval) or used by any person otherwise than for the purposes of the Service.

1.3 Each Party shall ensure that its staff are aware of the confidentiality obligations under this Agreement

1.4 Each Party shall not use any Confidential Information it received from another Party otherwise than for the purposes of the Service

2. Data Protection

2.1 In this paragraph 2, the terms Personal Data, Personal Data Breach, Process, Controller and Processor have the meanings given in the Data Protection Legislation.

2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Parties are each independent Controllers. Where a Party considers that, in order to comply with the instruction of another Party to Process Personal Data under this Agreement, the Party would be acting as a Processor the Party shall notify the other Party and the Parties shall enter into a data processing agreement prior to such Processing taking place.

2.3 The Parties shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- 2.3.1 comply at all times with its obligations under the Data Protection Legislation; and
 - 2.3.2 maintain in place appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, accidental loss, damage or destruction taking into account the nature of the Personal Data and the harm that may result from any Personal Data Breach.
- 2.4 Each Party shall fully co-operate with and promptly and properly respond to all enquiries from the Grant Recipient relating to its processing of Personal Data in relation to this Agreement.

3. Freedom of Information Act 2000 and the Environmental Information Regulations 2004

- 3.1 The Parties acknowledge that they are subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 together referred to as (FOIA) and all information held by the Parties is subject to this Legislation
- 3.2 The Parties shall provide all necessary assistance as reasonably requested by each other to respond to a request made under FOIA in accordance with the legislation
- 3.3 Each Party shall be responsible for determining at its absolute discretion whether information held by it is exempt from disclosure in accordance with the provisions of FOIA and whether the information is to be disclosed in respect of any request made to it
- 3.4 The Parties shall provide all the necessary information to the Grant Recipient to answer any complaints under its complaints procedures or enquiries from any statutory body

4. Force Majeure

- 4.1 Notwithstanding anything else contained in this Agreement no Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not by way of limitation national emergency, war, flood, earthquake, strike or lockout other than a strike or lockout induced by the Authority so incapacitated, imposition of governmental regulations or law which renders performance of the Agreement impossible
- 4.2 The Parties agree to give written notice forthwith to the other upon becoming aware of the reasons likely to result in a delay and of the likely duration of the delay and subject to the giving of each notice, the performance of such notifying Party's obligations shall be suspended during the period such circumstances persist and such notifying Party obligations shall be granted an extension of time for performance equal to the period of the delay.

4.3 Any costs arising from such delay shall be borne by the Authority incurring the same

5. Variation

If all Parties agree to changes to this Agreement a memorandum of variation shall be prepared by the Grant Recipient for execution on behalf of the Parties and appended to this Agreement

6. No Partnership

6.1 Nothing in this Agreement shall be construed as establishing or implying any legal partnership between the Parties and except as stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorise any Party

6.1.1 to incur any expenses on behalf of the other Party

6.1.2 to enter into any engagement to make any representation or warranty on behalf of the other Party

6.1.3 to pledge the credit of or otherwise bind or oblige the other Party or

6.1.4 to commit the other Party in any way whatsoever without in each case obtaining that other Party's prior written consent

7. Statutory change to status of Parties

This Agreement shall terminate on the coming into effect of any statutory change under which any of the Parties shall cease to exist or cease to have powers or duties for the provision of the Services

8. Severability

8.1 If any of the provisions of this Agreement is found by a Court or other competent authority to be void or unenforceable such provisions shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect

8.2 Notwithstanding the foregoing the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

9. The Contracts (Rights of Third Parties) Act 1999

The Parties agree that the provisions of the said Act are hereby excluded

10. Co-operation

The Parties agree at their own cost to co-operate fully with each other and provide such information and assistance as the other may reasonably require in connection with any actual or potential legal proceedings arbitration hearings inquiries ombudsman enquiries inspections internal investigations and disciplinary hearing arising out of or in connection with the provision of this Agreement provided that such obligation shall not extend to any such proceedings between the Parties

11. Litigation

- 11.1 The Parties agree to promptly notify the others by written notice upon becoming aware of or in receipt of any process or other notice of the commencement of proceedings in which any Party is named in connection with this Agreement
- 11.2 No litigation will be commenced in connection with anything arising out of this Agreement without the prior written consent of all the Parties
- 11.3 The Parties shall fully and effectively co-operate with each other in the prosecution defence settlement negotiations in relation to proceedings
- 11.4 No settlement of any claim made against any Party in connection with or arising from this Agreement, will be made without that Party's consent

12. Dispute Resolution

- 12.1 Prior to any dispute difference or disagreement being referred to mediation pursuant to the remaining provisions of this paragraph 12 the Parties shall seek to resolve the matter as follows:
 - 12.1.1 in the first instance the issue shall be considered by chief officers with delegated responsibility for the Service
 - 12.1.2 if the aforementioned chief officers are unable to resolve the matter within 30 working days then the issue shall be referred to the Head of Paid Service of the Local Authorities and the Chief Executive officer of the other Parties
 - 12.1.3 if the Heads of Paid Service/Chief Executive officer are not able to resolve the matter within a further thirty (30) working days the provisions of paragraph(s) 12.2 and 12.3 shall take effect
- 12.2 In the event of the Heads of Paid Service/Chief Executive officer not being able to resolve the matter shall be dealt with by the following mediation procedure:
 - 12.2.1 for the purpose of this paragraph 12.2 a dispute shall be deemed to arise when one Party serves on the other a notice in writing stating the nature of the dispute

- 12.2.2 every dispute notified under this paragraph 12.2 shall first be referred to mediation in accordance with the mediation procedures of the Alternative Dispute Resolution Group London
 - 12.2.3 the mediator shall be agreed upon by the Parties and failing such agreement within fifteen (15) working days of one Party requesting the appointment of a mediator and proposing a name then the mediator shall be appointed by the head of the division of the Welsh Government for the time being with responsibilities for the oversight of the Services
 - 12.2.4 unless agreed otherwise the Parties shall share equally the costs of mediation
 - 12.2.5 the use of mediation will not be construed under the doctrines of laches waiver or estoppel to affect adversely the rights of any Party and in particular any Party may seek a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary to avoid irreparable damage
- 12.3 In the event of the Parties failing to reach agreement following mediation the following procedure s shall be followed:
- 12.3.1 in the event of the Parties failing to reach agreement on their dispute or difference following mediation pursuant to paragraph 12.2 one Party may serve on any other a notice in writing stating the nature of the matters still in dispute
 - 12.3.2 the dispute or difference shall then be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996 (“the Arbitration Act”)
 - 12.3.3 in the event of failure of the Parties to make the appointment pursuant to Section 16(3) of the Arbitration Act the appointment shall be by the President (or if the President be unwilling, unable or unavailable) the Vice President for the time being of the Law Society
 - 12.3.4 the arbitration will be regarded as commenced for the purposes set out in Section 14(1) of the Arbitration Act when one Party sends to the other written notice in accordance with the Arbitration Act
 - 12.3.5 the arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrator(s)/The Rules of the London Court of International Arbitration for the Chartered Institute of Arbitrators or any amendment or modification thereof being in force at the date of commencement of the arbitration

13. Notices

- 13.1 Any demand notice or other communication given or made under or in connection with this Agreement will be in writing and sent to the Head of Paid Service of any Local Authority Parties and the Chief Executive Officer of any other Parties
- 13.2 Any such demand notice or other communication will if given or made in accordance with this clause be deemed to have been duly given or made as follows:
- 13.2.1 if sent by prepaid first class post on the Third working day after the date of posting or
 - 13.2.2 if delivered by hand upon delivery at the address provided for in this Agreement or
 - 13.2.3 if sent by email to the address as notified in writing by the Parties as being the email address for service on receipt of confirmation of receipt from the recipient or
 - 13.2.4 if sent by facsimile on the day of transmission provided that a confirmatory copy is sent by pre-paid first class post on the same working day that the facsimile is transmitted
- provided however that if it is delivered by hand or sent by facsimile or email on a day which is not a working day or after 4.00pm on a working day it will instead be deemed to have been given or made on the next working day
- 13.3 Any such demand notice or other communication will in the case of the service by post or delivery by hand be addressed to the recipient's address stated in this Agreement or at such other address as may from time to time be notified in writing by the Parties as being the address for service
- 13.4 Any such demand notice or other communication will in the case of service by facsimile be sent to the recipient using the facsimile number then used by the recipient at an address which in accordance with this clause could have been used for service by post

**SCHEDULE 4
ADDITIONAL FINANCIAL CONTRIBUTIONS**

	£
NPTCBC	43,797.00
City & County of Swansea (006368)	116,279.00
SBUHB Swansea (040554)	3,000.00
SBUHB NPT (040554)	3,000.00
	<hr/>
	166,076.00