

## Funding Instruction for local authorities in the support of the United Kingdom's Afghan Schemes

Locally Engaged Staff Ex Gratia (LES), Afghan Relocations and Assistance Policy (ARAP) and Afghan Citizens Resettlement Scheme (ACRS) plus eligible British Nationals

## Hotel and temporary accommodation wraparound support

Financial Year 2022-2023

Resettlement Operations
Lunar House
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### Terms and conditions of funding

### 1. Definitions

- 1.1. An "Annex" means the annexes attached to this Funding Instruction.
- 1.2. The "Authority" means the Secretary of State for the Home Department acting through the Resettlement Operations on behalf of the Crown.
- 1.3. A "Beneficiary" means: (i) those resettled under the Afghan Citizens Resettlement Scheme (ACRS) and their immediate dependants (including family members of British Nationals) under Pathway 1; and (ii) those relocated under the Afghan Relocation and Assistance Policy (ARAP) scheme and their immediate dependants; and (iii) eligible British Nationals, (iv) in addition the ACRS has been expanded to include those who have been recognised as Refugees by UNHCR and resettled to the UK under ACRS Pathway 2, and (v) those relocated under the ACRS Pathway 3.
- 1.4. A "British National" means a person who holds one of the six types of British nationality. The six types are set out here <a href="https://www.gov.uk/types-of-british-nationality">https://www.gov.uk/types-of-british-nationality</a>.
- 1.5. A "Case of Interest" means a Beneficiary has:
  - been arrested for an offence involving violence; weapons; terrorism/extremism; sexual offences (criminality).
  - been subjected to a hate crime (hate crimes).
  - had a PREVENT referral made regarding them (PREVENT referral).
  - suffered a serious negative impact (or perceives they have) because of an act or omission by the Home Office and/or local authorities/delivery partners' (perceived failing).
  - been involved in any other incident which the media is aware of (potential media coverage).
- 1.6. A "Clause" means the clauses in this Funding Instruction.
- 1.7. **"Commencement**" means 01 April 2022 the date from which this Instruction is effective.
- 1.8. **"Critical Success Factors"** means the indicators required to assess the success of the Funding against its intended outcome.
- 1.9. "Data Protection Legislation" means (i) the General Data Protection Regulations ("GDPR") including the Law Enforcement Directive and any applicable implementing Laws as amended from time to time, (ii) the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy.
- 1.10. The "Data Sharing Protocol" (or the "DSP") means the set of principles detailed in Annex B which govern the processes and practicalities of

information sharing between the Authority and the Recipient, and which the Recipient agrees to abide by and comply with.

- 1.11. "Day" means any calendar day Monday through Sunday (inclusive).
- 1.12. "Delivery Partner" means any Third-Party whether an organisation or an individual working with the Recipient, whether remunerated or not, in the delivery of this Funding Instruction for the provision of the Purpose. Delivery partners can include a range of organisations including voluntary and community sector organisation.
- 1.13. "Eligible Expenditure" means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient during the funding period 01 April 2022 to 31 March 2023 which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.14. "Eligible British Nationals" are those who:
  - a) were evacuated from Afghanistan by UK military, other NATO countries or regional state during Operation PITTING.

### **OR**

b) were assisted by HMG to leave Afghanistan after Operation PITTING, with this assistance commencing before 6 January 2022.

[For the purpose of this funding instruction, assistance means eligibility was established by the FCDO for inclusion in Qatari Government charter flights from Kabul to Doha; or FCDO assistance to enable legal border facilitation from Afghanistan to a third country (such as submitting Note Verbales to host governments to seek permission for British Nationals to cross their borders).]

### AND

- c) entered bridging accommodation **OR** presented as homeless to a council.
- 1.15. "Exceptional Costs" means additional expenses incurred by a Recipient in supporting a Beneficiary for which the Authority has a budget and may, on a case-by-case basis, agree to reimburse.
- 1.16. A "File Share Area" (or the "FSA") means the designated area within MOVEit from where a Recipient can access files that the Authority has made available to share.
- 1.17. The "Funding Instruction" (or the "Instruction") means this document which describes the conditions under which a Recipient may claim Funding.
- 1.18. **"Funding"** means the Authority's financial contributions towards a Recipient's Eligible Expenditure incurred supporting Beneficiaries of £28 per person, per day following their arrival into a bridging hotel in the local authority area and the commencement of the provision of support and in accordance with the terms and outcomes of this Instruction.
- 1.19. "Funding Period" means the period from Commencement of support provision during which Eligible Expenditure may be incurred and claimed in regard to this Instruction. The funding under this Instruction will end on 31 March 2023 or when the Beneficiaries move into permanent local authority housing, whichever sooner.

- 1.20. "Information Acts" means the Data Protection Legislation, Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") in force, and any applicable implementing Laws as amended from time to time.
- 1.21. "In Writing" means modes of representing or reproducing words in visible form including but not limited to paper correspondence, email, display on screen and electronic transmission.
- 1.22. "Law" means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.
- 1.23. A "Month" means a calendar month.
- 1.24. "MOVEit" means the Authority's online two-way file-sharing service that allows the sharing of Official and Official-Sensitive (IL2) data with other government departments, non-departmental public bodies and external organisations, in a completely secure environment. Files including PDFs, all types of Office documents, images and WinZip of up to 2GB in size may be shared.
- 1.25. "Move On Plan" means a written agreement between the beneficiary/family and the Local Authority caseworker. The plan provides clear steps to enable the beneficiary/family to move out of hotel accommodation into temporary or permanent accommodation within 3 months of the initiation of the plan.
- 1.26. An "Overpayment" means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.27. "Personal Data" has the meaning given to it in UK Data Protection Legislation.
- 1.28. A "Recipient" means a participating local or regional authority to which the Authority has agreed to provide Funding under this Instruction as a contribution towards eligible expenditure incurred supporting Beneficiaries.
- 1.29. "Schedule" means the Schedules attached to this Funding Instruction.
- 1.30. "The Schemes" means the Afghan Locally Engaged Staff Ex Gratia and the Afghan Relocation and Assistance Policy (ARAP) Schemes; and the Afghan Citizens Resettlement Scheme (ACRS), plus Eligible British Nationals.
- 1.31. "Staff" means any person employed or engaged by the Recipient and acting in connection with the operation of this Instruction including the Recipient's owners, directors, members, trustees, employees, agents, suppliers, volunteers, and Delivery Partners (and their respective employees, agents, suppliers and Delivery Partners) used in the delivery of the funded outcomes.
- 1.32. "SMP" means Strategic Migration Partner.
- 1.33. "Temporary Accommodation" is the term used to describe accommodation secured by a local housing authority under their statutory homelessness functions. The majority of households in temporary accommodation have been placed under the main homelessness duty, but temporary accommodation is also provided during the relief stage to households who the Local Authority has reason to believe may have priority need, or on interim basis in other circumstances such as pending the outcome of a review on a homelessness decision.

- 1.34. "Third Party" means any party whether person or organisation other than the Authority or the Recipient.
- 1.35. A "Working Day" means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

### 2. This instruction

- 2.1. It consists of thirteen (13) Clauses, two (2) Schedule and five (5) Annexes and replaces any funding instructions or grant agreements previously issued by the Authority providing financial contributions towards Recipients' cost incurred supporting people arriving under these schemes.
- 2.2. This Instruction provides Funding enabling a Recipient to support Beneficiaries:
  - 2.2.1. following arrival into a bridging hotel in a local authority area and the commencement of the provision of support, Schedule 1, Part 1.
  - 2.2.2. following an application for homeless support Schedule 2

### 3. Scope

Claims can be made under this instruction for Beneficiaries who have arrived in the UK and are accommodated temporarily in a hotel in the local authority area since the Commencement under one of The Schemes stated at paragraphs 3.1. to 3.3. plus Eligible British Nationals.

- 3.1. The Afghan Ex Gratia Scheme originated in 2014 to provide funding to local authorities to support resettled Afghan staff locally engaged by the British Armed Forces and the UK Government in Afghanistan; or
- 3.2. The Afghan Relocations and Assistance Scheme went live on 1 April 2021 and provides similar support but to a wider range of staff.
- 3.3. The Afghan Citizens Resettlement Scheme announced by the government on 18 August 2021, for those who assisted the UK's efforts in Afghanistan and stood up for values such democracy, women's rights and freedom of speech, rule of law; and vulnerable people, including women and girls at risk and members of minority groups at risk.
- 3.4. The Recipient will provide necessary temporary support and assistance to Beneficiaries arriving under The Schemes to help them to adjust to life in the UK, until transfer to permanent housing and the care of another local authority under the existing schemes.
- 3.5. The Authority is responsible for identifying Beneficiaries for relocation to the UK.
- 3.6. The Recipient has made commitments to support The Schemes, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Beneficiaries until moved into permanent housing, following arrival into a local authority area and the commencement of support as further described in this Instruction.
- 3.7. Unless specifically stated otherwise, any Funding will be in respect of a Recipient's costs in fulfilment of its statutory duties, and anything otherwise agreed with the Authority.

- 3.8. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and evaluation purposes must be able to demonstrate that the Funding has been committed in supporting Beneficiaries and furthering the aims of the Schemes.
- 3.9. It is the Recipient's responsibility to ensure that its receipt, management, and expenditure complies with all tax requirements in force at the time and for the Funding Period.

### 4. Duration

- 4.1. This Instruction sets out the terms under which the Authority will make Funding available to the Recipient, in respect of expenditure incurred supporting Beneficiaries brought to the UK during the period 01 April 2022 to 31 March 2023.
- 4.2. In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.

### 5. Transparency, confidentiality, data protection and data sharing

- 5.1. The Recipient acknowledges that grant funded arrangements issued by government departments may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency, and accountability.
- 5.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 5.3. Nothing in this Article 5 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Article 5. Further, this Article 5 shall not apply to information which is required to be disclosed pursuant to any law or pursuant to an order of any court or statutory or regulatory body.
- 5.4. The Recipient and the Authority will comply at all times with its respective obligations under UK Data Protection Legislation.
- 5.5. The Recipient shall ensure that any personal information concerning any Beneficiary disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a third party in accordance with the provisions of UK Data Protection Legislation. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:
  - 5.5.1. have in place appropriate policies and procedures to recognise and maintain the Beneficiary's need for confidentiality; and
  - 5.5.2. ensure that without the consent of a Beneficiary, details of that individual Beneficiary are not released to any organisation not party to this Instruction.

- 5.6. The Recipient shall not use any information which they have obtained as a result of delivering the Schemes (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 5.7. On receipt of personal data from the Authority, the Recipient will become an independent controller of that data in that the Recipient, in delivering the Schemes, will, at any time determine the purpose and means of the processing of the personal data. In doing so they shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data, will be individually and separately responsible for its own compliance and with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 5.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any personal data breach to the Information Commissioner's Office within 72 hours of identifying the initial incident.
- 5.9. In the event of any unauthorised disclosure the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Recipient shall be bound by and will abide by the decision of the Authority.
- 5.10. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such unauthorised disclosure, including (but not confined to) any civil or criminal liability.
- 5.11. The Authority expects the Recipient to share relevant information on the delivery of the Schemes and on Beneficiaries with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of the Schemes which flows down the terms of the Data Sharing Protocol
- 5.12. All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund the Schemes must be referred to the Authority's press office for their advice and/or action.
- 5.13. Where applicable, the Recipient and the Authority are required to comply with the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 5.14. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.
- 5.15. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 5.16. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in Annex B.

5.17. The provisions of this Article 5 shall survive the termination of this Instruction, however that occurs.

### 6. Funding

### **Eligible Expenditure**

- 6.1. Monies provided must not be used for any purpose other than achieving delivery of the Schemes outcomes detailed in this Instruction, nor is it permissible to vire any such funds elsewhere without prior written consent from the Authority.
- 6.2. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 6.3. The Funding may not be used to support or promote religious activity. This will not include activity designed to improve inter faith relationships and/or working.

### **Overpayments**

- 6.4. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, to avoid Overpayments.
- 6.5. In the event that an Overpayment is made, howsoever caused, the Authority must be notified as soon as reasonably practicable. In such instances, the Authority may require immediate reimbursement of the Overpayment or may adjust subsequent payment(s) accordingly.

### **Cessation of Funding**

- 6.6. The Authority's responsibility for providing Funding under this Instruction will cease when the Beneficiary's moves from the bridging hotel or temporary accommodation in the Recipient's area to their permanent accommodation and the commencement of the provision of accommodation and support and Funding is not claimable for any support provided beyond this anniversary.
- 6.7. Payments may also cease where the Beneficiary:
  - 6.7.1. dies,
  - 6.7.2. leaves the Recipient's area to live in another UK local authority area,
  - 6.7.3. indicates that they no longer wish to receive support under the Schemes,
  - 6.7.4. indicates that they are leaving the UK permanently,
  - 6.7.5. applies for some other Immigration status within the UK as advised by the Authority<sup>1</sup>, or
  - 6.7.6. otherwise leaves or becomes ineligible for the Schemes.
- 6.8. In the event of any such occurrence under Clause 6.7, the Recipient must notify the Authority without delay.

<sup>&</sup>lt;sup>1</sup> Excepting instances where a Refugee requests a change in immigration status in accordance with the 1 July 2017 <u>policy announcement</u>.

- 6.9. For the purposes of Clause 6.6, the period will commence on the date of the beneficiary's first arrival in the Recipient's area to temporary bridging accommodation sourced by the Home Office or temporary accommodation provided by the local authority.
- 6.10. The Authority reserves the right to cease making payments through this Instruction if it has reasonable grounds to believe that the Beneficiary has sought to deceive the Authority, the relevant Recipient or a partner agency in relation to their circumstances, including their inclusion on the Schemes or their activities whilst so involved.

### **Exceptional Costs**

- 6.11. Payments may also be made to cover additional essential costs incurred by the Recipient above and beyond what could reasonably be regarded as normal expenditure and not available through other mainstream funding mechanisms. Funding from the Exceptional Costs budget may be used, amongst other things, to pay for:
  - Support for children with identified educational needs
  - Social Care provision
- 6.12. Before incurring Exceptional Costs, a Recipient shall seek agreement in writing from the Authority's Afghan Scheme Payments Team or risk having the claim rejected. The Authority will use its reasonable judgement when assessing mitigations for claims where this has not been possible. **See Annex D.**
- 6.13. All applications will be assessed, and payments made, on a case-by-case basis:
  - 6.13.1. There is no minimum or maximum amount that can be claimed.
  - 6.13.2. Exceptional Costs cannot be claimed for support provided to a Beneficiary that would normally be funded through mainstream health, education or through welfare payments.
  - 6.13.3. Recipients must submit evidence of Exceptional Cost expenditure incurred (e.g. copy invoices) along with an Exceptional Costs claim form, before claims will be considered for payment.
- 6.14. The Authority will periodically review the operation of the Exceptional Costs process and budget.

### General

- 6.15. Unauthorised spends that exceed the maximum stated Funding at **Schedule 1. paragraph 1.23** rates will not be reimbursed by the Authority.
- 6.16. In all instances, Funding received is to be pooled and managed across all the Beneficiaries supported by the relevant Recipient.
- 6.17. The relevant Recipient will be the single point of contact for invoicing and payments.
- 6.18. Any payments made under this Instruction will also cover VAT or other duties paid by the Recipient to the extent that these are not otherwise recoverable by the Recipient.

6.19. Nothing in this Instruction shall be construed as providing or permitting the total relevant benefits to exceed the statutory limit (the 'benefit cap') prevailing at the time of payment.

### 7. Data reconciliation and payments

- 7.1. The Recipient shall complete applications for payment in the form set out in Annex A, which includes details of each Beneficiary and the financial support applied for.
- 7.2. Specific instructions for the completion of Annex A are included in the LA funding Excel workbook, which will be supplied by the Authority. The Annex A should only be submitted via the Authority's secure data transfer portal, "MOVEIT DMZ", to ensure compliance with Data Protection Legislation.
- 7.3. The maximum daily tariff payable by the Authority is £28 per day, per Beneficiary. Claims can be made quarterly (i.e. every three (3) Months).
- 7.4. Payments will be made within thirty (30) Days of receipt of a correctly completed claim.
- 7.5. The Annex A submitted for payment should be received by the Authority no later than three (3) Months after the close of the period to which the application relates; late returns may result in payment being delayed. The Recipient will have the opportunity to make representations if they believe that the level of Funding received is less than that to which they are entitled under the terms of this Instruction. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Afghan Scheme Payments Team within one (1) Month of the Annex A response being sent, following reconciliation against the Authority's records.
- 7.6. At the end of the period for which support is paid, final checks will be carried out to ensure that the payments already made accurately reflect the amounts to which the Recipient is entitled. Payments made as a result of applications are to be regarded as payments on account, which will be finalised when the final claim is confirmed by the Authority. The Recipient should note that the format of the claim spreadsheets **must not** be altered.
- 7.7. Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Afghan Scheme Payments Team within one (1) Month of a payment being made. Retrospective payments by the Authority for individuals not promptly included in the Annex A claim may be agreed only where exceptional circumstances can be shown.
- 7.8. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper, signed by a senior finance official. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new account or change of BACS payment details is as follows:

### **Supplier Details**

- 1. Registered name of company
- 2. Trading name of company
- 3. Company registration number
- 4. Vat registration number

### **Contact Details**

- Email address for purchase orders
- 2. Email address for remittance advice
- 3. Email address for invoice queries
- Telephone Number for Accounts Receivable/Credit Control

### **Supplier Address Details**

- 1. Registered Address
- 2. Credit Control/Finance Address

### **Payment Details**

- 1. Bank Name
- 2. Branch name and address
- 3. Company Bank Account Name
- 4. Bank Account Number
- 5. Bank Account Sort Code
- 7.9. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information. Such notification must be provided in writing, in PDF format, and in accordance with the requirements of Clause 7.8.
- 7.10. The Recipient must record expenditure in their accounting records under generally accepted accounting standards in a way that the relevant costs can be simply extracted if required. Throughout the year, the Authority's Funding team will work with the Recipient to ensure the accuracy of claims, thereby reducing the need for audits at year-end.

### 8. Monitoring & evaluation

- 8.1. The Recipient should itself manage and administer the quality and level of delivery in relation to the support it provides to Beneficiaries.
- 8.2. The Authority will require the Recipient to provide information and documentation regarding Beneficiaries for monitoring and evaluation purposes.
- 8.3. This will include the provision of individual level information on Beneficiaries for the evaluation of the Schemes. The evidence form should only be submitted via the Authority's secure data transfer portal, "MOVEIT DMZ", to ensure compliance with UK Data Protection Legislation.
- 8.4. The Recipient shall provide information requested to monitor progress against the Statement of Outcomes. Visits may be made from time to time by the Authority or its appointed representatives, including the National Audit Office. Whilst there is no requirement for submission of detailed costings, the Recipient must be able to provide the costs for individual cases and will, if required, be expected to justify, explain, and evidence costs.

8.5. In all cases, to assist with monitoring and evaluation of the Schemes, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

### 9. Breach of funding conditions

- 9.1. Where a Recipient fails to comply with **any** of the conditions set out in this Instruction, or if any of the events mentioned in Clause 9.2 occur, then the Authority may reduce, suspend, or withhold payments, or require all or any part of the relevant payments to be repaid by the Recipient. In such circumstances, the Recipient must repay any amount required under this Clause 9.1 within thirty (30) Days of receiving the demand for repayment.
- 9.2. The events referred to in Clause 9.1 are as follows:
  - 9.2.1. The Recipient purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement in advance of the Authority, or
  - 9.2.2. Any information provided in the application for Funding (or in a claim for payment or Exceptional Costs) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material, or
  - 9.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

### 10. Activities – general

### **Sub-contracting**

- 10.1. When procuring works, goods, or services the Recipient must ensure that it complies with its statutory obligations, for example the Public Contracts Regulations 2015 in England, Northern Ireland & Wales. In any event, the Recipient shall demonstrate value for money and shall act in a fair, open, and non-discriminatory manner in all purchases of goods and services to support the delivery of the Schemes.
- 10.2. Where the Recipient enters into a contract (or other form of agreement) with any third party for the provision of any part of the Schemes, the Recipient shall ensure that a term is included in the contract or agreement requiring the Recipient to pay all sums due within a specified period: this shall be as defined by the terms of that contract or agreement, but shall not exceed thirty (30) Days from the date of receipt of a validated invoice.
- 10.3. The Recipient must take all reasonable steps to ensure that anyone acting on its behalf shall not bring the Authority or the Schemes into disrepute; for instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Schemes.

### **Hours of Operation**

- 10.4. The Recipient shall note that the Authority performs normal business during the hours of 09.00 to 17.00 on Working Days.
- 10.5. The Schemes shall be provided at a minimum on each Working Day. The Authority recognises that in the interests of efficiency the exact availability

- and timings of the various service elements will vary. It is envisaged that some out of hour's provision will be required from the Recipient.
- 10.6. All premises used to deliver the Schemes elements should meet all regulatory requirements and be suitable for the purpose.

### **Complaints**

- 10.7. The Recipient and/or its delivery partners shall develop, maintain, and implement procedures enabling:
  - 10.7.1. Beneficiaries to complain about the support and assistance provided by the Recipient,
  - 10.7.2. Reporting and management of 'cases of interest'<sup>2</sup>. The Authority must be advised of such incidents as soon as reasonably possible, but in any event by the end of the next Working Day.

### **Staff Standards**

- 10.8. At all times whilst delivering the Schemes the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government's "Code of Conduct for recipients of Government General Grants" which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 10.9. The Recipient shall:
  - 10.9.1. ensure that the recruitment, selection and training of Staff, are consistent with the standards required for the performance of the outcomes,
  - 10.9.2. fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,
  - 10.9.3. ensure that Staff levels are appropriate at all times for the purposes of the delivering the Schemes and ensure the security and well-being of all Beneficiaries, dependent children, and its Staff,
  - 10.9.4. take all reasonable steps to ensure that they and anyone acting on their behalf shall possess all the necessary qualifications, licences, permits, skills and experiences to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient), and
  - 10.9.5. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by appropriately senior staff. All staff must be aware of these policies and of how to raise any concerns.
  - 10.9.6. that all applicants for employment in connection with the Schemes are obligated to declare on their application forms any previous criminal convictions subject always to the provisions of the Rehabilitation of Offenders Act 1974.

<sup>&</sup>lt;sup>2</sup> The Authority will provide guidance on 'cases of interest' upon request

<sup>&</sup>lt;sup>3</sup> https://www.gov.uk/government/publications/supplier-code-of-conduct

- 10.10. In addition, the Recipient shall ensure that all Staff:
  - 10.10.1. employed or engaged have the right to work in the United Kingdom under applicable immigration law, and
  - 10.10.2. are suitable and of good character to provide support to Beneficiaries. Consideration must be given to eligibility for Disclosure and Barring Service (DBS) checks. Where such checks reveal prior criminal convictions that might reasonably be regarded as relevant to the appropriateness of the individual to have unsupervised access, particularly to children under the age of 18, or where such checks are not possible because of identification issues, the Recipient shall follow its internal policy and carry out an appropriate risk assessment before an offer of employment is made, and
  - 10.10.3. who are likely to have unsupervised access to children under the age of 18 have been instructed in accordance with the relevant national child protection guidelines e.g. for people working in England, DfE's Working Together to Safeguard Children, 2015, and Local Authority's guidance and procedures, and
  - 10.10.4. providing immigration advice should be known to the Office of the Immigration Services Commissioner (OISC) in accordance with the regulatory scheme specified under Part 5 of the Immigration & Asylum Act 1999. The Recipient shall use all reasonable endeavours to ensure that Staff do not provide immigration advice or immigration services unless they are "qualified" or "exempt" as determined and certified by OISC.
  - 10.10.5. Safeguarding responsibilities and obligations apply for as long as personnel, including volunteers, have formal involvement with the Local Authority in delivering resettlement and integration services to the beneficiary
- 10.11. The Recipient shall, on request, provide the Authority with details of all Staff delivering the Schemes.
- 10.12. The Recipient shall, on request, provide the Authority with job descriptions for all Staff selected to work on the project.
- 10.13. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
- 10.14. The Recipient shall implement the Schemes in compliance with the provisions of UK Data Protection Legislation.

### 11. Liability

11.1. The Authority accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they are caused by the Authority's negligence or misconduct.

### 12. Dispute resolution

12.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Instruction.

- 12.2. The Parties may settle any dispute using a dispute resolution process which they agree.
- 12.3. If the Parties are unable to resolve a dispute in line with the requirements of Clauses 12.1 or 12.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution ("CEDR"), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Party shall give notice in writing (the ADR Notice) to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start no later than ten (10) Working Days after the date of the ADR Notice.
- 12.4. The performance of the obligations which the Recipient has under this Instruction will not cease or be delayed because a dispute has been referred to mediation under Clause 12.3 of this Instruction.

### 13. Contact details

For queries relating to this Instruction or the submission of payment applications, please email the Afghan Scheme Payments team at:

mailto:Afghanschemepayments@homeoffice.gov.uk

## Schedule 1 Post-arrival relocation support

### 1. Part 1 – Statement of outcomes

The Authority will pay the Recipient funding of up to £28 per beneficiary per day to deliver the following services:

### Welcome and ongoing support

- 1.1 Provide effective support to beneficiaries including that they are supported to access mainstream services, including health, education, benefits, and employment services.
- 1.2 Provide effective cover during hours of operation as defined in Section 10 of this funding instruction.

### Safeguarding

1.3 Offer a full safeguarding support service to all beneficiaries, in line with statutory responsibilities, channelled via the adult and child LA safeguarding processes.

### Support guests to move on from hotel accommodation

- 1.4 **Move On conversations**: hold 1 to 1 or family "Move On" conversations as early as possible to understand the aims, skill, needs/preferences of the adults; complete a "Move-On Plan". Provide casework support, including development of a personalised 'Move On' plan for beneficiaries which will provide clear steps to hotel move on within 3 months of initiation of the plan. This will be provided to any local authority who subsequently receive beneficiaries in their area. Ensure vulnerable beneficiaries (including women and girls and those with protected characteristics) are listened to and involved through the development of the 'Move On' plan. Encourage take up of housing offers, which will be communicated by the Home Office to relevant LA staff.
- 1.5 **Myth Busting**: provide information and support to enable guests to:
  - (i) make informed decisions about moving on to settled accommodation, and to enable them to
  - (ii) settle successfully into being tenants and accessing services in new communities.
- 1.6 **Find your own PRS:** Support guests to source their own private rented sector (PRS) property if they wish to do so.
- 1.7 Deliver a caseworker role to facilitate homeless referrals on behalf of the Home Office for those that have refused two appropriate offers of accommodation.
- 1.8 Facilitate the transition of families across local authorities by sharing key information (including number of family members, gender, age, education

levels, mental health issues, past experiences etc) between local authorities and relevant statutory services.

### **Integration Support**

1.9 Recipients should ensure Beneficiaries in bridging accommodation are welcomed, oriented and receive initial integration support.

### Healthcare

- 1.10 Ensure health support is provided in the hotel through healthcare providers to meet the immediate needs of Beneficiaries.
- 1.11 Ensure all Beneficiaries are given access to NHS services including providing access to GPs and ensuring that they are provided with NHS numbers.
- 1.12 Update Beneficiaries with latest COVID advice and support compliance.

### **Policing and Security**

1.13 Identify local policing or security and community support officers to mitigate risk.

### **Employment**

1.14 Support Beneficiaries to gain National Insurance numbers.

### Reporting on outcomes

- 1.15 The Recipient shall provide bespoke support for each family or individual while they remain in bridging hotel accommodation to help facilitate their orientation into their new home/area.
- 1.16 Throughout the period of support the Recipient shall ensure interpreting services are available where necessary.
- 1.17 The above outcomes will be provided through a combination of office-based appointments, drop-in sessions, outreach surgeries and temporary accommodation visits (virtual or in person).
- 1.18 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of these arrangements,

### Requirements for beneficiaries with special needs/assessed community care needs

1.19 Where special needs/community care needs are identified only after arrival in the UK, the Recipient will use best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.

### **Funding and Claims Process**

1.20 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure delivering the outcomes described in Part 1 of this Schedule 1 (paragraphs 1.1 to 1.19, inclusive), on a standard per capita per day for each Beneficiary as follows:

Descriptor	Tariff (£)
Wraparound support	£28.00 per person, per day

Please be aware that evidence of actual monies paid out must be provided with claims.

# Schedule 2 Post-arrival temporary accommodation & relocation support

### 1. Introduction

- 1.1 The Authority will provide funding to local authorities to manage increases in the number of homeless applications following the introduction of an enhanced end-to-end process for matching beneficiaries to settled accommodation and to reduce the growing number of refusals of accommodation. This is being implemented from 9 May 2022.
- 1.2 Beneficiaries will be offered a maximum of two appropriate accommodation offers. If a beneficiary rejects two appropriate offers, without what is assessed to be a "good reason", the Home Office will give a minimum of 56 days' notice for the beneficiaries to leave the bridging hotel.
- 1.3 The beneficiary should either seek to make their own accommodation arrangements during the notice period or consent to a referral to a local authority (on behalf of the Authority, as agreed in regional homelessness referral plans) for assessment of duties owed to them if homeless. At the end of the notice period bridging accommodation will be withdrawn, and the family/individual will need to leave the bridging hotel.
- 1.4 Local authorities providing temporary accommodation to beneficiaries as part of homelessness duties will be funded for up to six months; and integration support, the same as that received in bridging accommodation, will be funded up to three months.
- 1.5 These time-limited temporary accommodation funding arrangements are intended to reduce new pressures on already stretched homelessness services, encourage reduced prolonged use of temporary accommodation where possible, and support integration outcomes.
- 1.6 This funding will be kept under review to ensure it is effective and proportionate.

### Statement of outcomes

1.7 The Recipient will provide temporary accommodation and integration support for Beneficiaries where they have accepted a homelessness duty (further details on funding below). Please refer to Integration Support Funding Instruction, Schedule 1, Statement of Outcomes for expectations of integration support.

- 1.7.1 The Recipient will also seek to arrange settled accommodation for those Beneficiaries they are supporting under homelessness duties which:
- 1.7.2 meet local authority standards, and
- 1.7.3 will be available as soon as possible after their arrival/or relocation to the local authority area, and
- 1.7.4 is affordable and sustainable.
- 1.8 The Recipient will ensure that the accommodation is furnished appropriately. Funding received should be used for food storage, cooking, and washing facilities but should not include the provision of other white goods or brown goods, i.e., TVs, DVD players or any other electrical entertainment appliances. This shall not preclude the Recipient from providing Beneficiaries with additional luxury, white or brown goods through other sources of funding.
- 1.9 The Recipient shall ensure that the Beneficiaries are registered with utility companies and ensure that arrangements for payments are put in place (no pre-pay coin or card meters accounts).
- 1.10 The Recipient will provide briefings on the accommodation and health and safety issues for all new arrivals including the provision of an emergency contact point.

### How to claim

1.11 Local Authorities can claim Funding for accepting homelessness duties and for up to 6 months of temporary accommodation, support, and associated administration.

### Fixed tariffs

- 1.12 Local authorities will be able to claim a fixed sum of £2,000 per household for staff and administration costs for assessing and accepting a homelessness duty, and the first 2 months of providing Temporary Accommodation.
- 1.13 If applicable, for households receiving accommodation and support at 3-6 months since homelessness has been established (inclusive), local authorities will be able to claim £80 per week per household to cover additional Temporary Accommodation and related support and staff costs only (as the application will have been completed), capped at a maximum of 16 weeks.
- 1.14 The total amount a local authority can claim and receive for an accepted homelessness duty and temporary accommodation for one household is £3,280 over 6 months.
- 1.15 If a local authority provides settled accommodation to a household within the first 2 months of accepting a homelessness duty, they will be able to claim the £2,000 fixed sum, to cover their costs of administering the homeless application.

1.16 Claims for up to 6 months of Temporary Accommodation (and 3 months of associated integration support – see below) should be made by one local authority even if beneficiaries need to be placed in Temporary Accommodation in an area outside the Local Authority that accepted the homelessness duty. In this scenario, the local authority where the duty is accepted should make the claims and would agree to any necessary reimbursement bilaterally with the other council, rather than Temporary Accommodation claims being made by multiple local authorities for the same household. If possible, no household should move from one Temporary Accommodation location to another (in order to maintain integration outcomes).

### Funding for 3 months of integration support

- 1.17 Local authorities can claim £28 per person per day wrap-around funding so that beneficiaries can access integration support in the Temporary Accommodation area. This Temporary Accommodation integration support should include, as a minimum:
  - support (and set-up in new areas) to access mainstream services (inc. health, education, employment) and safeguarding;
  - move-on casework support;
  - formal and/or informal ESOL support (English for Speakers of Other Languages).
- 1.18 This Temporary Accommodation integration funding is time limited for up to a maximum of 3 months, with local authority's claims based on the actual time beneficiaries spend in Temporary Accommodation.
- 1.19 Claims should be made using the relevant Exceptional costs claim form, which will be sent to Recipients.

### Annex A – Expenditure claim proforma

The following Annex A Excel spreadsheets, and Exceptional Costs claim form will be provided separately by the Afghan Scheme Payments Team.

- Afghan Annex A 2022-23 LAs providing Hotel Wraparound Support
- Afghan Cash Benefit Costs Claim Form 2022-23
- Afghan Other Exceptional Costs Claim Form 2022-23
- Afghan Temporary Accommodation & Relocation Support Claim Form 2022-23 (Schedule 2 Funding)

### Annex B – Data sharing protocol (DSP)

### Aims and objectives of the DSP

- 1.1 The aim of this DSP is to provide a set of principles for information sharing.
- 1.2 This DSP sets out the rules that the Recipient must follow when handling information classified as "personal data" by UK Data Protection Legislation in force.

### 2. Data Protection Legislation

- 2.1 The UK Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The UK Data Protection Legislation requires that all transfers of information fall within its six data protection principles. The Recipient, when processing personal data in connection with the Instruction, must comply with these principles of good practice.
- 2.2 Personal data must be processed in accordance with the following six data protection principles:
  - (i) processed lawfully, fairly and in a transparent manner in relation to individuals;
  - (ii) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
  - (iii) adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed;
  - (iv) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased, or rectified without delay;
  - (v) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of individuals; and,
  - (vi)processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

### 3. Security

- 3.1 The Recipient and its Staff shall exercise care in the use of information that they acquire in the course of their official role, and to protect information which is held by them in accordance with the UK Data Protection Legislation. Such measures include:
  - not discussing information about a Beneficiary in public; and
  - not disclosing information to parties who are not authorised to have access to the shared information.
- 3.2 In addition to the above, the Recipient must ensure that:
  - personal data received is processed solely for the purposes of discharging their obligations for supporting Beneficiaries under this Instruction,
  - all personal data received is stored securely,
  - only people who have a genuine need to see the data will have access to it,
  - information is only retained while there is a need to keep it, and destroyed in line with government guidelines,
  - all reasonable efforts have been taken to warrant that the Recipient does not commit a personal data breach
  - any information losses, wrongful disclosures or personal data breaches originating from the Authority are reported to the Authority's Security team at HOSecurity-DataIncidents@homeoffice.gov.uk
  - The Authorities, Security Team and Data Protection Officer will provide direction on the appropriate steps to take e.g. notification of the Information Commissioner's Office (ICO) or dissemination of any information to the Beneficiaries.
  - The responsibility to notify the HO is not withstanding the internal policies SMPs, and local authorities will have regarding reporting data breaches to the ICO in their role as data controller in accordance with 5.6 above.
  - Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.
- 3.3 Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.
- 3.4 The Authority will make available further information as to what constitutes a personal data breach upon request.
- 3.5 As public sector bodies the Authority and the Recipient are required to process personal data in line with Her Majesty's Government Security Policy Framework (HMG SPF) guidance issued by the Cabinet Office when handling, transferring, storing, accessing, or destroying information assets.

### 4. Subject access requests

- 4.1 The Authority and the Recipient will answer any subject access or other requests made under the UK Data Protection Legislation that it receives for the data where it is the Controller for that data. In cases where such a request is received, both the Authority and the Recipient shall:
  - consult the other before deciding whether or not to disclose the information;
  - allow the other a period of at least five (5) working days to respond to that consultation;
  - not disclose any personal data that would breach the principles of the UK Data Protection Legislation; and,
  - give proper consideration to any arguments from the other as to why data should not be disclosed, and where possible reach agreement before any disclosure is made.

### 5. Data to be shared

- 5.1 The Authority will share with the Recipient the following documents on a Beneficiary:
  - 5.1.1 Family Questionnaire (where available)
  - 5.1.2 Name list of arrivals
  - 5.1.3 Temporary bridging hotel individual survey

### 6. Storage, retention and destruction schedule

- 6.1 The Recipient will keep all personal information shared securely in accordance with the handling instructions associated with the information security classifications as well as its own data retention and destruction schedules.
- 6.2 Recipients will not retain the personal information for longer than is necessary for the purpose of resettlement activity as outlined in the funding instruction.
- 6.3 A regular review shall be conducted by the Recipient to assess the necessity of retaining the Beneficiary's personal data. Once the data is no longer relevant for those purposes it will be destroyed securely.

### 7. Central points of contact for issues, disputes and resolution

- 7.1 The Recipient shall provide the Authority with reasonable co-operation and assistance in relation to any complaint or request made in respect of any data shared under this data sharing arrangement, including providing the Authority with any other relevant information reasonably requested by the Authority.
- 7.2 Any operational issues or disputes that arise as a result of this DSP must be directed in the first instance to the Local Authority Engagement Team Strategic Regional leads.

### 8. Staff responsibilities

- 8.1 Staff authorised to access a Beneficiary's personal data are personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 8.2 Staff should know how to obtain, use, and share information they legitimately need to do their job.
- 8.3 Staff have an obligation to request proof of identity or takes steps to validate the authorisation of another before disclosing any information requested under this DSP.
- 8.4 Staff should uphold the general principles of confidentiality, follow the guidelines set out in this DSP and seek advice when necessary.
- 8.5 Staff should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal. Criminal proceedings might also be brought against that individual.

### 9. Freedom of information requests

- 9.1 Both the Authority and the Recipient will answer any requests made under the Freedom of Information Act 2000 that it receives for information that it holds solely as a result of, or about, this data sharing arrangement. In such cases where such a request is received, both the Authority and the Recipient shall:
  - Consult the other before deciding whether or not to disclose the information:
  - Allow the other a period of at least five (5) working days to respond to that consultation; and
  - Not disclose any personal data that would breach the principles of the UK Data Protection legislation.

### 10. Method of transfer of a beneficiary's personal data

- 10.1 The Authority will use a secure process, known as MOVEit, to transfer the data which allows internal and external users to share files securely and shall provide the interaction between the parties.
- 10.2 The Recipient shall be given access to MOVEit over a web-based browser. Once this arrangement is operative, the Recipient shall, to the extent from time to time specified by the Authority, be required to use MOVEit for the purpose of its interface with the Authority under this Memorandum.
- 10.3 A list of authorised Staff should be available for inspection if requested by the Authority.

### 11. Restrictions on use of the shared information

- 11.1 All information on a Beneficiary that has been shared by the Authority must only be used for the purposes defined in Section 3 of this DSP, unless obliged under statute or regulation or under the instructions of a court. Therefore, any further uses made of the personal data will not be lawful or covered by this DSP.
- 11.2 Restrictions may also apply to any further use of personal information, such as commercial sensitivity or prejudice to others caused by the information's release, and this should be considered when considering secondary use of personal information. In the event of any doubt arising, the matter shall be referred to the Authority whose decision in all instances shall be final.
- 11.3 A full record of any secondary disclosure(s) must be made if required by law or a court order on the Beneficiaries case file and must include the following information as a minimum:
  - Date of disclosure:
  - Details of requesting organisation;
  - Reason for request;
  - What type(s) of data has been requested;
  - Details of authorising person;
  - Means of transfer (must be by secure); and
  - Justification of disclosure.
- 11.4 The restrictions on secondary disclosures as set out in paragraph 11.1 and 11.2 of this DSP apply equally to third party recipients based in the UK and third-party recipients based outside the UK such as international enforcement agencies.

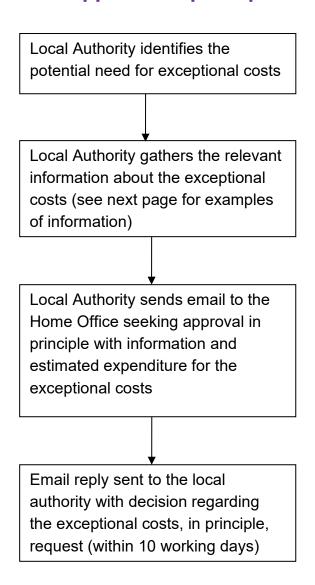
### 12. Audits

- 12.1 The Recipient agrees that it may be audited at the request of the Authority to ensure that the personal data has been stored and/or deleted appropriately, and that they have conformed to the security protocols set out in this DSP.
- 12.2 The Authority confirms that no other information would be reviewed or audited for this purpose.

## Annex C – Guide to claiming exceptional costs

'In principle' approval needs to be sought from the Afghan Scheme Local Authority Payments Team in advance of any costs being incurred. Where there is an urgency, please contact the Afghan Scheme Payments Team lead.

### Approval in principle



Delays may occur when the Home Office receives insufficient information to decide in principle.

### Processing an exceptional cost claim

- Once expenditure has occurred, local authority may submit claim for "in principle" approved exceptional costs
- Local Authority completes "Afghan – Other - Exceptional Costs Claim Form 2022-23
- Claim submitted with the all the evidence of expenditure, via
   MOVEit SRP Annex A account.
- Afghan Payments team checks all the information submitted by the local authority.
- If claim is complete, it will be approved for payment within 10 working days.
- Payment Advice sent to local authority



### Annex D – Roles and responsibilities for Local Authority Wraparound staff, and Home Office teams





### Roles and responsibilities split:

Council wraparound staff and Home Office teams (HOLOs and Local Authority Engagement)

The following table sets out the default role split between councils (or council-commissioned VCS staff) and Home Office teams (Home Office Liaison Officers and the Home Office Local Authority Engagement team) which will be formalised through the forthcoming funding instruction updates made in summer 2022. Council wraparound staff and HOLOs should feel free to collaboratively adjust this default position if helpful for local delivery.

Council wraparound staff (£28pppd)	Home Office Liaison Officer (HOLO)	Home Office Local Authority Engagement Team
Summary of role:	Summary of role:	Summary of role:
<ul> <li>The council wraparound staff funded by £28pppd (and any voluntary and community sector organisations commissioned by councils to deliver this role) are responsible for having conversations with hotel guests to help them navigate the challenges and opportunities of moving to settled accommodation and communities. These conversations will help guests better understand public and private settings/systems in the UK, including housing, employment, education, household planning, health and being an active member of local communities.</li> <li>The wraparound staff are responsible for making homelessness referrals when families/individuals refuse two appropriate offers of settled accommodation without good reason.</li> <li>The wraparound staff work closely with HOLOs to ensure that their holistic conversations compliment the HOLOs' parallel conversations with families/individuals around property offer next steps (see HOLO section).</li> <li>Key components of the role:</li> </ul>	<ul> <li>Home Office Liaison Officers (HOLOs) have responsibility for overseeing the operational functioning of, and associated stakeholder engagement, in the bridging hotels. They are contracted by the Home Office to accommodate people on the Afghan resettlement schemes.</li> <li>The HOLOs are responsible for communicating official Government messaging to individuals/families, including about Home Office property offers and next steps.</li> <li>The HOLOs work closely with the council wraparound staff</li> </ul>	<ul> <li>The Home Office Local Authority Engagement team are comprised of Bridging Hotel LA Engagement Officers and Contact Officers.</li> <li>The Bridging Hotel LA Engagement Officers provide support to councils around the use of bridging hotels.</li> <li>Contact Officers work to secure commitment to participate in resettlement schemes, secure property offers and support councils throughout the process of receiving families and</li> </ul>
Creating the conditions for families/individuals to progress ('move-on') to settled accommodation and communities	to ensure that the HOLO engagement and property offer conversations compliment parallel with their long-ter integration. • Each region has dedicated LA	with their long-term integration.
a) <b>1:1 'move-on' conversations.</b> Hold 1:1 or family conversations as early as possible to understand the aims, skills, needs/preferences of the adults and children; and complete a 'move-on plan', either using the template provided by Government (see Annex) or adapting existing local approaches.		Engagement Officer and

- Note: these conversations are not intended to replace or duplicate HOLO triage or offer conversations; however, if details useful to property matching arise here and are not already covered within the triage process then wraparound staff should share this with HOLOs.
- Wraparound staff should give useful guidance to residents in seeking their own accommodation in the private rented sector including working with single guests to help them build a network which could see them moving into a house of multiple occupancy, which may be more readily available than one bedroomed accommodation.
- 'Move-on' conversations and plans should consider and seek to address the specific needs of and potential barriers to individuals and families progressing to settled accommodation. Barriers could include understanding of the housing context, mental health and English language. Councils wherever possible should seek to engage both men and women in 'move-on' conversations and support.
- b) Information-sharing & myth-busting. Provide information and support to enable guests to (i) make informed decisions about moving on to settled accommodation and to enable them to (ii) settle successfully into being tenants and accessing services in new communities. As part of proactive move-on conversations, and where questions arise reactively, wraparound staff should provide accessible information and actively 'myth-bust' inaccurate expectations to ensure individuals/families are able to make informed decisions and they understand the wider rationale for property offers being made in specific areas of the country. (Note: myth-busting materials will be provided by Government in parallel to support this.) For example, provide information around:
  - Size/quality of UK housing in general; specific myths around certain locations to ensure households are considering options outside of major cities; landlord relationship in private rented sector; home ownership; access to social housing.
  - Responsibilities for payment of Council Tax, insurance, utility bills, food and rent payments.
  - Financial position, eligibility, and opportunities for housing in the Local Housing Allowance (LHA) rate (via https://lha-direct.voa.gov.uk/).
  - o Jobs markets and competition for certain roles.
  - Public service provision e.g. Availability of school places, health places etc.)

moving on to settled accommodation.

### **Key components of the role:**

- Stakeholder engagement HOLOs manage stakeholder relationships and operational functions in hotels. HOLOs work with hotel personnel, councils, Government Departments, interpreters, and other stakeholders, as well as assisting in wellbeing, integration, and cultural events.
- Engagement surgeries HOLOs offer in-person and remote support to families/individuals, including:
  - Appointment-based surgeries to address queries ranging from Home Office case-related queries, general hotel / food standard issues, guest concerns and grievances.
  - Distribute Government communications.
  - HOLOs are the first point of contact to issue ASPEN

### Key components of the role:

- 1. Bridging Hotel LA
  Engagement Officer
  role. In relation to the
  'move-on' process the LA
  Engagement Officer
  (sometimes referred to as
  "HOLA") will:
  - o Provide a regional single point of contact within the Home Office for councils and other internal and external stakeholders supporting residents of bridging hotels, including escalating any concerns such as safeguarding and behavioural issues.
  - Develop and maintain positive relationships with councils and other external stakeholders to ensure appropriate accommodation is secured within the bridging hotel estate and escalate any concerns accordingly.

- Transport, inc. That many people are required to travel some distance to work, education, shops, and places of worship.
- Maps of the UK and help downloading relevant apps to provide clarity on times and distances to families, employment, and amenities.
- Work with DWP to provide 'better off calculations' and clarify financial position (and requirement to find employment).
- Support guests to accept a matched property offer, by reiterating HOLO messaging (see HOLO section).
- Help guests understand the role of the council once they move into settled accommodation.
- c) 'Find Your Own' PRS. Support guests to source their own private rented sector (PRS) property if they wish to. Wraparound staff responsible for:
  - Discussing affordability with household;
  - Encouraging household to do property searches;
  - Establishing links with prospective/new receiving council;
  - Liaising with receiving council to give clear steer whether they can provide integration support to empower family to decide whether to choose a particular prs property.
  - Note: receiving council will: check if property is appropriate; liaise with prospective landlord, determine deposit/rent financial support; welcome the new residents; and give notification of successful movein.
- d) Inter-council information sharing. Wraparound staff will:
  - Facilitate the transition of families across councils by sharing key information (including number of family members, gender, age, education levels, mental health issues, past experiences etc.) between councils and relevant statutory services.
  - Facilitate conversations with the 'receiving' council where more information about a property/area is needed/requested by a family.
  - Ensure continuity of support and that there is sufficient handover in place to support the transition of families and individuals.
  - Note: transport for all moves from hotels to settled accommodation is currently organised by the Home Office; however, this is subject to review and any changes will be confirmed to councils.
- 2) Ensure new arrivals in bridging accommodation are welcomed/oriented and receive initial integration support.

- cash cards and Biometric Residence Permits (BRPs).
- 3. Triage/information
  collection triage and
  maintain accurate hotel
  occupancy data, including
  collecting data on needs and
  preferences of all guests in
  hotels in order to support
  effective matching to
  properties; and review every 4
  weeks.
- 4. Close working with wraparound staff HOLOs should meet regularly with wraparound staff to share intel and collaboratively problemsolve. As part of this, HOLOs should discuss the outcomes of triage exercises and homelessness referrals with relevant council staff, and record the outcomes in central systems.
- 5. **Matching –** HOLOs assist in the matching process by:
  - Holding discussions with families on specific property offers.

- Ensure appropriate
   Home Office commissioned
   wraparound support is
   provided by councils
   and their partners.
- Facilitate dialogue
   with councils to
   commission and
   decommission hotels
   within the estate, and
   manage any concerns
   raised.
- 2. Contact Officer role. In relation to the 'move on' process the Contact Officers will:
  - Work with councils and SMPs to secure settled accommodation offers for households and support councils throughout the whole resettlement process.
  - Be the main point of contact for councils with resettled families, engaging regularly to provide support and resolve issues to maintain effective relationships.

- a) Welcome, orientation & integration. To date, the funding instructions and wraparound support has in many cases focused primarily on welcoming arrivals and providing support to enable them to integrate into the UK. Although (as above) councils will now be encouraged to prioritise resource to support households to move on to settled accommodation, providing integration support remains important in general and as a part of enabling guests to move on to settled accommodation and settle into new communities, access jobs and services. Councils should provide:
  - Mental health support signposting
  - Ensure safeguarding, including working with relevant social services staff
  - o Support people with greater barriers to integration, including women
  - Signposting to job centres and local DWP staff.
  - Deliver ESOL support, including informal and/or formal training, to guests in hotels to support integration
  - Continue to support new arrivals to access mainstream services including health, education, benefits, and employment services
  - Facilitate social interaction amongst guests.
- Deliver a case-worker role to facilitate homeless referrals on behalf of the Home Office for those that have refused two appropriate offers
- a) Case-worker role. Where the Home Office have issued notice to a family/individual to end their placement in bridging accommodation due to refusal of two appropriate offers of settled accommodation (without good reason), the council must provide a caseworker who will determine if the household have alternative accommodation available to them or may become homeless at the point of eviction. The caseworker must coordinate with the HOLO once notice has been served to a household. The caseworker will then deliver the following:
  - Consent to referral. If the household are likely to be made homeless, the caseworker should on behalf of the Home Office obtain the household's consent to a referral being made to a council for assessment of duties owed to them if homeless.

- Managing expectations
   e.g. That better properties
   are unlikely to be
   available and would be at
   best a similar size and
   quality; and that specific
   offers are the first step
   towards their longer-term
   plans in the UK, not the
   location they need to
   remain in for many
   years/decades to come.
- Act as a home office contact to families for accommodation moves.
- 6. Incidents HOLOs act as mediators to maintain positive multi-agency relations and will often lead unforeseen incident responses on the ground until it is resolved or referred on. e.g. incidents which require police intervention, or safeguarding referrals.
- Hotel closures when existing hotels are closed, HOLOs:
  - Run 1:1 sessions with guests, issue departure letters and manage expectations about new destinations.

- Regarding the 'find your own private accommodation' pathway, they will:
  - Facilitate engagement with potential receiving councils where households wish to move to determine the level of integration support that may be available;
  - Monitor property offers and accepted private accommodation offers against pledges from each council, ensuring they on track to deliver on their pledge.

- Referral to appropriate council. Once consent has been obtained, the caseworker should refer the household to a council for a homelessness application in the following order of priority (further details will be provided separately):
  - Local connection (as defined in homelessness legislation and guidance)
  - Council where second appropriate offer was made
  - According to the agreed regional homelessness referral plan.
- Inter-council communication. Liaise with the receiving council on the progress of the household's application and coordinate the household's arrival at their accommodation.
- Office matching team up to date with the progress of homelessness referrals, duties accepted and accommodation outcomes as households leave hotel accommodation (after refusing two property offers). This information will enable government to track referral outcomes at a household and cohort level, and in turn ensure the process can be adapted/improved according to emerging trends. The Home Office will request this information when a household begins the referral process, but the communication will necessarily continue as households move through the process. The Home Office will specifically ask for updates on the following areas:
  - which councils individuals/families were referred to, and whether the council accepted the duty;
  - if accepted, did the individual/family proceed to settled accommodation or temporary accommodation;
  - if not accepted, are the individual/family proceeding to alternative accommodation (e.g. friends/family); or are they at risk of rough sleeping (individuals only).
- 4) Integrate cross-cutting considerations into support for households

- Feedback any safeguarding issues from the move
- Collate luggage information for transport requirements
- Collaborate with the hotels to manage logistics
- Confirm departure times to guests
- Ensure guests arrive safely in their receiving hotel and deal with any issues that may occur at receiving hotel

- a) Consideration of needs & backgrounds. Throughout supporting individuals/families, consideration should be given to the varying needs and backgrounds of residents, including differences based on gender and protected characteristics more broadly. Individual needs within family units, for example, of women, should be considered as well as a family's needs as a whole.
- b) **Interpreting**. Ensure interpreting services are available where necessary.
- c) **Council commissioning.** Councils can use funding to deliver support directly by council staff and/or other organisations including the VCS and statutory services staff.
- d) **Delivering in external settings.** Where possible, wraparound staff should support families/individuals to access services in the places that council advice is delivered such as council offices, libraries, community settings etc. This will improve integration outcomes and will also help ensure that councils do not automatically need to develop a separate offer for those in hotels.



### **ANNEX**





## Guidance and Template for Home Office-commissioned bridging hotel wraparound staff to use to deliver 1:1 'move-on' conversations with families/individuals on the Afghan resettlement schemes

### Context

Councils with bridging hotels in their area have been commissioned by the Home Office to deliver hotel wraparound support to people on the Afghan resettlement schemes (and are reimbursed at a rate of £28 per person per day). Many councils will commission voluntary or community sector organisations to deliver this.

As part of this wraparound role, staff are expected to support people in hotels to progress effectively ('move on') to settled accommodation. The Home Office (via their Liaison Officers, HOLOs) will oversee and communicate Government-matched property offers to people on the schemes, so this is not included in the role of the wraparound staff (although they will want to integrate these developments into their wider conversations).

The wraparound staff's focus should be on holistically building families/individuals' knowledge, engagement and confidence around the wider resettlement and integration journey. This can include, but is not limited to, housing advice – and will encompass areas such as domestic budget management, the job market, education opportunities, community integration etc.

### Best practice for 'move-on' conversation

As has been communicated to councils, the best practice when wraparound staff are having these conversations is as follows:

e) **1:1 'move-on' conversations.** Hold 1:1 or family conversations to understand the aims, skills, needs/preferences of the adults and children; and complete a 'move-on plan', either using the template provided by Government or adapting existing local approaches.

- Note: these conversations are not intended to replace or duplicate HOLO triage conversations; however, if details useful to property matching arise here and are not already covered within the triage process then wraparound staff should share this with HOLOs.
- Wraparound staff should give useful guidance to residents in seeking their own accommodation in the private rented sector including working with single guests to help them build a network which could see them moving into a house of multiple occupancy, which may be more readily available than one bedroomed accommodation.
- 'Move-on' conversations and plans should consider and seek to address the specific needs and potential barriers of individuals and families to progressing to settled accommodation. Barriers could include understanding of the housing context, mental health and English language. Councils, wherever possible, should seek to engage both men and women in 'move-on' conversations and support.
- f) Information-sharing & myth-busting. Provide information and support to enable guests to (i) make informed decisions about moving on to settled accommodation and to enable them to (ii) settle successfully into being tenants and accessing services in new communities. As part of proactive 'move-on' conversations, and where questions arise reactively, wraparound staff should provide accessible information and actively 'myth-bust' inaccurate expectations to ensure individuals/families are able to make informed decisions and they understand the wider rationale for property offers being made in specific areas of the country. For example, provide information around:
  - size/quality of UK housing; landlord relationship in private rented sector; home ownership;
     access to social housing.
  - o responsibilities for payment of Council Tax, insurance, utility bills, food and rent payments.
  - o financial position, eligibility and opportunities for housing in the Local Housing Allowance (LHA) rate (via <a href="https://lha-direct.voa.gov.uk/">https://lha-direct.voa.gov.uk/</a>).
  - o jobs markets and availability.
  - o public service provision (e.g. availability of school places, health places etc).
  - o transport, inc. that many people are required to travel some distance to work, education, shops and places of worship.
  - maps of the UK and help downloading relevant apps to provide clarity on times and distances to families, employment and amenities.
  - work with DWP to provide 'better off calculations' and clarify financial position (and requirement to find employment).
  - support guests to accept a matched property offer, by reiterating HOLO messaging (see HOLO section).
  - o help guests understand the role of the council once they move into settled accommodation.

### How to use the Template below

The Template below is intended to support these move-on conversations. To make them as effective as possible we suggest:

- 1. Ensuring that wraparound staff have received and read the Home Office triage information for the family/individual so that these personal circumstances and needs can be factored into advice and plans that are drawn up.
- 2. Using the Template as a guide to prompt active engagement with a wide range of topics (as detailed above) which will aid the family/individuals' longer-term integration in whichever community they settle in.
- 3. Ensuring that the family/individual has a copy of their Home Office triage information and the 'move-on' plan that has been agreed between the wraparound staff and themselves, so that they can refer to it and iterate it as they progress on their resettlement journey.





### YOUR PERSONAL 'MOVE-ON' PLAN

### Introduction for families/individuals on the Afghan resettlement schemes

Dear xxxx

As a current resident of a bridging hotel, you will be supported by hotel wraparound staff on behalf of the Home Office and Home Office Liaison Officers to build your knowledge on a wide range of topics which will help your integration once you move into settled accommodation. This will be written down in this personal 'move-on' plan to help you understand and keep track of what you discuss with the wraparound staff.

During your time in the hotel, you will be made an appropriate offer of settled accommodation by the Home Office. Your personal 'move-on' plan does not have an impact on this offer but is intended to give you the skills and knowledge to settle in better once you do accept the Home Office offer (it will have similar benefits if you find your own private rented sector property).

The 'move-on' plan is split into two sections: the first is a reminder of the key information you have already provided to Home Office about your individual/family circumstances; the second section is the plan you will make together for moving on with the help of the hotel wraparound support staff.

Please read your plan carefully so you understand the steps we are taking to assist you and what you must do to help yourself. If you have any questions regarding your plan or this letter, please do not hesitate to contact me: [WRAPAROUND STAFF CONTACT DETAILS]

I look forward to working with you.

[NAME OF HOTEL WRAPAROUND STAFF]

Your Reference:	
Your name:	
Your officer's name and	
contact details:	
Application Address:	
Your telephone number:	
Your email address:	
Date plan Created/Reviewed:	

Personal details

Summary of key information provided through the Home Office triage process (to remind you what information you provided, and to help the wraparound staff give you relevant advice). E.g. around health, family, education, employment background.

### Answer these bullet points and then delete them

- Support needs of all household members (mentioning them individually e.g. you advised that you have a son, aged 5, who has no support needs **OR** you have xx amount of children, none of whom have any support needs).
- Your housing needs, including the housing-specific needs of any individual family members, and in particular what accommodation would be suitable for you and any family members. This includes our consideration of any medical, disability or any other relevant needs.
  - 1. Number of bedrooms needed (based upon DWP criteria for bedrooms required)
  - 2. Any location where you cannot be accommodated due to, for example, a reason such as risk of violence Y/N

    Details if this applies
  - 3. Any medical, or other need for specific accommodation e.g. ground floor accommodation, lifted accommodation, specific location because of essential support Y/N

If yes, what is that need - Detail

- 4. Financial information and employment (salary and/or UC entitlement for the whole household, including any deductions due to benefit cap)
- Details of treatment/medication
- Translation/interpretation support needed
- Specific needs based on gender
- Any agencies involved and contact details

### Your 'move-on' plan

Summary of the advice we have provided you with and the options we have discussed that are available to you are as follows:

### Accepting a matched property offer from the Home Office:

- The Home Office policy on offers of accommodation is that bridging hotel accommodation will end if you refuse two appropriate offers. If you refuse appropriate offers of accommodation and have not found housing for yourself, you will be referred to a local authority to assess what duties may be owed to you.
- [For single people/childless couples]: local authorities have duties to assist homeless
  households to find accommodation, but they do not have to provide accommodation
  for all households without children (single people and couples) unless they are
  particularly vulnerable. It is therefore very important that you do not refuse offers of
  housing made by the Home Office if you do not have an alternative plan for where
  you live.
- [For families]: local authorities have duties to assist homeless households to find accommodation and to provide temporary housing for families until they can offer settled housing, which is likely to be with a private landlord. The temporary or settled accommodation found under homelessness duties may not be in the same area as the local authority and waiting times could be extremely lengthy.

### Fill in this section as part of your conversation

Size/quality of UK housing; landlord relationship in private rented sector; home ownership; access to social housing:

- The type of housing that might be available to you and how to look for your own accommodation if you are able to.
- Where to look for private rented accommodation and how to go about it.

Fill in this section as part of your conversation

Responsibilities for payment of Council Tax, insurance, utility bills, food and rent payments:

Fill in this section as part of your conversation

Financial position, eligibility and opportunities for housing in the Local Housing Allowance (LHA) rate:

• The amounts that you can claim in 'Local Housing Allowance' towards your rent for a property let by a private landlord via <a href="https://lha-direct.voa.gov.uk/">https://lha-direct.voa.gov.uk/</a>).

Fill in this section as part of your conversation

Jobs markets and availability:	
Fill in this section as part of your conversation	
Public service provision e.g. availability of school places, health places etc:	
Fill in this section as part of your conversation	
Transport, inc. that many people are required to travel some distance to work, educa shops and places of worship:	
<ul> <li>How to find out more about local transport in an area where you have been me offer, or are looking for accommodation yourself.</li> </ul>	ade an
Fill in this section as part of your conversation	
Mana of the LIV and help described in a velocity and to provide elevity on times and	
Maps of the UK and help downloading relevant apps to provide clarity on times and distances to families, employment and amenities:	
Fill in this section as part of your conversation	
The role of the council once you move into settled accommodation:	
Fill in this section as part of your conversation	
Other information and advice given:	
Fill in this section as part of your conversation	
The actions that your caseworker will take to help you move on from bridging accommodation	Target date
Continue to provide advice and support for you to look for your own	
accommodation should you wish to do so	

<ul> <li>Help you to find out more about offers of accommodation made by the Home Office, the location and services available</li> <li>OTHER</li> </ul>	
The actions that you will take to help with your move on plan	Target
	date
<ul> <li>[In this section, please delete as applicable, and add according to conversation]</li> <li>Consider carefully offers of accommodation made to you, asking for advice and help where you need it.</li> <li>Attend any appointment or interview arranged for you, including to view properties where that is possible.</li> <li>Keep your caseworker informed of any changes in your circumstances that are important for your move on plan.</li> </ul>	

### **IMPORTANT: PLEASE READ CAREFULLY**

- 1. Do not forget to tell us if there are any changes in your circumstances, so that we can discuss these with the Home Office if necessary.
- 2. Please read through your plan and carefully check the actions listed for you and the wraparound staff, and make sure you that you agree this will help you move on to settled accommodation.

N 1 1 0	
Your declaration	
I confirm that this 'Move On' Plan is an accurate summary of my housing options discussion. I understand and accept the options available to me and any actions I need to take.	
I accept that the agreed actions will help to resolve my concerns. I also accept that not completing the actions may limit the effectiveness of the advice and assistance that the Home Office and wraparound staff provide.	
Your signature: Date:	
Witnessed	
Officer signature: Date:	

## Annex E - Record of changes to these Funding Instruction (to previous published version)

Page/paragraph number	Details of change
Cover Page, Header and Title	Changed to "Hotel Wraparound & Temporary Accommodation Support Funding Instruction"
Page 7 para 1.25	Addition of new definition "Move On Plan"
Page 7 para 1.33	Addition of new definition "Temporary Accommodation"
Page 8 para 2.2.2	Addition of new sub-paragraph
Page 9 para 4.1	Duration dates updated
Page 11 para 6.6	Addition of "or temporary accommodation" to text
Page 12 para 6.9	Addition of "temporary accommodation provided by the local authority"
Page 19 Schedule 1	Schedule completely re-written
Page 21 Schedule 2	Completely new Schedule inserted
Annex D	New Annex to cover "Roles and responsibilities for Local Authority Wraparound staff, and Home Office teams"
Annex E	Record of changes to these Funding Instruction (to previous published version)