



## **Nottingham City Council Commissioning and Procurement Executive Committee**

**Date:** Tuesday, 14 December 2021

**Time:** 10.00 am

**Place:** Ground Floor Committee Room - Loxley House, Station Street, Nottingham,  
NG2 3NG

Please see information at the bottom of page 2 of this agenda front sheet about arrangements for ensuring Covid-safety.

**Councillors are requested to attend the above meeting to transact the following business**

**Director for Legal and Governance**

**Governance Officer:** Mark Leavesley

**Direct Dial:** 0115 8764302

- 1 Apologies for Absence**
- 2 Declarations of Interests**
- 3 Minutes** 3 - 8  
Last meeting held on 9 November 2021 (for confirmation)
- 4 Public Health Commissioning Framework** 9 - 22  
Joint report of Corporate Director for People and Director of Public Health
- 5 Rough Sleeping Drug and Alcohol Treatment Grant - Key Decision** 23 - 32  
Report of Director of Public Health
- 6 Locally Commissioned Public Health Services: Sexual Health - Key decision** 33 - 60  
Report of Director of Public Health
- 7 Refugee Resettlement schemes grants - Key decision** 61 - 176  
Report of Corporate Director of Resident Services
- 8 Vehicle and Machinery Tyre supply and services to NCC Fleet Services - Key decision** 177 - 182  
Report of Corporate Director for Resident Services

<b>9</b>	<b>Procurement of TRCH Ticketing and CRM Software - Key decision</b> Report of Corporate Director for Resident Services	183 - 186
<b>10</b>	<b>Exclusion of the public</b> To consider excluding the public from the meeting during consideration of the remaining items in accordance with Section 100A(4) of the Local Government Act 1972 on the basis that, having regard to all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information	
<b>11</b>	<b>Vehicle and machinery tyre supply and services to NCC Fleet Services - exempt appendix</b>	187 - 188
<b>12</b>	<b>Procurement of Theatre Royal / Royal Concert Hall ticketing and CRM software - exempt appendix</b>	189 - 190

In order to hold this meeting in as Covid-safe a way as possible, all attendees are:

- asked to maintain a sensible level of social distancing from others as far as practically possible when moving around the building and entering / leaving the meeting room. As far as possible, please remain seated and maintain distancing between seats throughout the meeting.
- strongly encouraged to wear a face covering (unless exempt) when entering and leaving the meeting room and throughout the meeting, unless you need to remove it while speaking to enable others to hear you.
- make use of the hand sanitiser available and, when moving about the building, follow signs about traffic flows, lift capacities etc.

If you need any advice on declaring an interest in any item on the agenda, please contact the Governance Officer shown above, if possible before the day of the meeting

Citizens attending meetings are asked to arrive at least 5 minutes before the start of the meeting

Citizens are advised that this meeting may be recorded by members of the public. Any recording or reporting on this meeting should take place in accordance with the Council's policy on recording and reporting on public meetings, which is available at [www.nottinghamcity.gov.uk](http://www.nottinghamcity.gov.uk). Individuals intending to record the meeting are asked to notify the Governance Officer shown above in advance.

## Nottingham City Council

### Commissioning and Procurement Executive Committee

Minutes of the meeting held at Loxley House, Station Street, NG2 3NG, on 09 November 2021 from 10.00 am - 10.08 am

#### Membership

##### Present

Councillor Sam Webster (Chair)  
Councillor Cheryl Barnard (Vice Chair)

##### Absent

Councillor Eunice Campbell-Clark  
Councillor Sally Longford  
Councillor Adele Williams

#### Colleagues, partners and others in attendance:

Paul Burrows	- IT Change, Projects and Strategy Manager
Mark Leavesley	- Governance Officer
Bobby Lowen	- Commissioning Lead
Steve Oakley	- Head of Contracting and Procurement
Ceri Walters	- Head of Commercial Finance

#### Call-in

Unless stated otherwise, all decisions are subject to call-in. The last date for call-in is 17 November 2021. Decisions cannot be implemented until the working day after this date.

#### 20 Apologies for Absence

Councillor Campbell-Clark )	other Council business
Councillor Williams )	
Councillor Longford -	personal

#### 21 Declarations of Interests

None.

#### 22 Minutes

The Committee confirmed the minutes of the meeting held on 12 October 2021 as a correct record and they were signed by the Chair.

#### 23 Voluntary and Community Sector update

This item was deferred to the December 2021 meeting.

#### 24 Voluntary and Community Sector Grants - 2022/23 - Key Decision

Steve Oakley, Head of Contracting and Procurement, presented the report, which detailed a one-year extension from April 2022 to March 2023 to the arrangements

currently in place for Area Based Grants, Communities of Identity Grants and 3 individual specialist grants for supporting refugees and asylum seekers.

**Resolved to**

- (1) approve the spend of £1,759,509 on grants for the Voluntary and Community Sector through a one-year extension to the current grant process;**
- (2) delegate authority to the:**
  - (a) Director of Commissioning and Procurement to undertake a grants process;**
  - (b) Director of Community Protection, in consultation with the Director of Commissioning and Procurement, to approve the grants specifications;**
  - (c) Director of Community Protection, in line with the outcome of the Council budget for 2022/23 and in consultation with Legal Services, to approve the outcome of the process and grant award.**

Reasons for recommendations

- i. To enable a reduction in the funding available to support the delivery of activity provided by VCS organisations.
- ii. To enable a broader conversation about what a future community model should look like, both within the Council and in partnership.
- iii. To renegotiate outcomes to help mitigate the reductions in Council services and to enable the realigning of outcomes delivered through the delivery of the VCS grant programmes. This includes understanding the impact of Covid and the new landscape that has emerged as a result of this.
- iv. To encourage and support further opportunities for VCS organisations to leverage external, additional funding against this source of grant funding.
- v. To align activity funded to assist refugees and asylum seekers to access mainstream health services to complement the delivery of other activity to assist refugees and asylum seekers currently supported through VCS grants.

Other options considered

- i. Not continuing with the VCS grants programme - Not recommended due to significant detrimental effect on citizens, particularly the most vulnerable and those in need of support if less funding is available to support these programmes.
- ii. A longer grant agreement - Not recommended as this would not align with the commissioning activity around the community support offer for vulnerable citizens and the ICS Community Transformation work stream.

## **25 Financial Vulnerability and Debt Advice - 2022/23 - Key Decision**

Councillor Webster, Portfolio Holder for Finance and Resources, and Steve Oakley, Head of Contracting and Procurement, presented the report, which detailed the new arrangements for community focused financial vulnerability and debt advice to citizens most in need of support to be put in place via a one-year conditional grant process for April 2022 to March 2023.

### **Resolved to**

- (1) approve the spend of £812,988 on Financial Vulnerability and Debt Advice through a grant application process, subject to the outcome of current budget discussions;**
- (2) delegate authority to the Director of Commissioning and Procurement to:**
  - (a) approve the grant process;**
  - (b) in line with the outcome of the Council budget 2022/23 discussions, approve the outcome of the process and award the grants.**

### Reasons for recommendations

- i. The current arrangements for funding advice services for people experiencing financial difficulty, which were delivered under contracts come to an end on 31 March 2022, and a new arrangement needs to be implemented by 1 April 2022.
- ii. The creation of a one-year grant aligned to intended outcomes of the organisations will ensure stable provision of financial vulnerability support and debt advice and also enable a broader conversation about what the future community focused delivery model should look like both within the Council and in partnership.
- iii. To use the opportunity of the ending of the current arrangements to enable the re-aligning of outcomes delivered by this resource as a response to the changing need within local communities. This includes understanding the impact of Covid and the new landscape that has emerged as a result of this.
- iv. The award of a one-year grant also enables the successful delivery organisation to use this funding as match-funding against other grant opportunities such as those advertised by Central Government, Big Lottery etc.
- v. This activity is already being delivered in the City by VCS organisations as part of their core function, NCC's funding serves as a contribution to the overall activities these organisations deliver. This approach will drive efficiencies and will open up the field to smaller organisations that work at a neighbourhood level with a 'reach' into local communities. The requirements via the procurement route often deter smaller organisation from applying, despite these organisations often being best placed to deliver this type of support.

### Other options considered

- i. Discontinuing current arrangements and not proceeding with a grant award - Not recommended due to significant detrimental effect on citizens, particularly the most vulnerable and in need of support.
- ii. A longer grant agreement - Not recommended as this would not align with the commissioning activity around the Community Support offer for vulnerable citizens and the ICS Community Transformation work stream.

## **26 Purchase of Corporate software licenses and services for Microsoft products - Key Decision**

Paul Burrows, IT Change, Projects and Strategy Manager, presented the report, which sought authorisation for re-purchasing, via an approved framework, of a 3-year contract from 2022/23 to 2024/25, of Microsoft licenses and associated services, such as Microsoft approved technical support and consultancy services related to licensed products.

Mr Burrows stated that the Microsoft purchasing model was based on actual license consumption and was subject to annual review, during which licence volumes may be increased or reduced, and the volume of licences to be purchased would be based on requirements at the point at which procurement was made.

### **Resolved to**

- (1) approve the allocation of funding from the IT Efficiency Fund, up to the value of £4,500,000 over 3 years from 2022/23 to 2024/25, for the purchase Microsoft software licences and associated services;**
- (2) delegate authority to the Head of IT Services to enter into contracts, using approved procurement frameworks, to purchase the licences and associated services.**

### Reasons for recommendations

- i. In order to continue to use Microsoft products for end user and server computing beyond 30 Jun. 2022 Nottingham City Council will need to renew its software licensing agreement with Microsoft.
- ii. Microsoft products used as online services are subject to continuous development and improvement. Because of the increasing richness of these products the Council needs sometimes to be able to call upon additional support to get the best value from purchased products. This is the reason for recommending the inclusion of services within this decision as well as licenses.

### Other options considered

- i. Do nothing - This is not considered feasible as the Council depends heavily upon Microsoft's software to deliver services to citizens and maintain shared service delivery with other organisations. The Council could not function without Microsoft software and would be acting illegally if this were not licensed.

- ii. Move away from Microsoft software to other providers' software - This is not considered feasible as the Council has trialled non-Microsoft software in the past and has found that challenges in compatibility between it and Microsoft products, which are far more widely used, have added cost and frustration to users' activities. There would also be significant costs associated with a change from Microsoft software.

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<b>Subject:</b>	Public Health Commissioning Strategy and Framework 2022-23		
<b>Corporate Directors/ Director:</b>	Catherine Underwood, Corporate Director for People Lucy Hubber, Director of Public Health		
<b>Portfolio Holder:</b>	Councillor Adele Williams, Portfolio Holder for Adults and Health		
<b>Report author and contact details:</b>	Nancy Cordy, Exec Officer (Public Health) <a href="mailto:nancy.cordy@nottinghamcity.gov.uk">nancy.cordy@nottinghamcity.gov.uk</a>		
<b>Key Decision</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Subject to call-in</b>
			<input checked="" type="checkbox"/> Yes
			<input type="checkbox"/> No
<b>Reasons:</b>	<input type="checkbox"/> Expenditure	<input type="checkbox"/> Income	<input type="checkbox"/> Savings of £750,000 or more
taking account of the overall impact of the decision			<input type="checkbox"/> Revenue
			<input type="checkbox"/> Capital
Significant impact on communities living or working in two or more wards in the City			<input type="checkbox"/> Yes
			<input checked="" type="checkbox"/> No
<b>Type of expenditure:</b>	<input type="checkbox"/> Revenue	<input type="checkbox"/> Capital	
<b>Total value of the decision:</b> NIL – the approved Framework will guide the investment of public health grant (£34.5m) in 2022/23 but decisions on the specific use of the grant will be approved separately in line with the Council’s constitution, as set out in the Governance section of the Commissioning Strategy and Framework.			
<b>Wards affected:</b> ALL			
<b>Date of consultation with Portfolio Holder:</b> 25 October 2021			
<b>Relevant Council Plan Key Outcome:</b>			
Clean and Connected Communities		<input type="checkbox"/>	
Keeping Nottingham Working		<input type="checkbox"/>	
Carbon Neutral by 2028		<input type="checkbox"/>	
Safer Nottingham		<input type="checkbox"/>	
Child-Friendly Nottingham		<input type="checkbox"/>	
Healthy and Inclusive		<input checked="" type="checkbox"/>	
Keeping Nottingham Moving		<input type="checkbox"/>	
Improve the City Centre		<input type="checkbox"/>	
Better Housing		<input type="checkbox"/>	
Financial Stability		<input type="checkbox"/>	
Serving People Well		<input type="checkbox"/>	
<b>Summary of issues:</b>			
Nottingham City Council has a statutory duty to improve the health and wellbeing of the local population. To support these duties a ring-fenced public health grant is provided (£34.5m in 2021/22).			
The Public Health Commissioning Strategy and Framework 2022/23 sets out the approach and key priorities (intentions) for the expenditure of the public health grant in 2022/23. The Framework outlines how the Council will assure that public health grant is spent in support of strategic priority areas, maximising the positive impact on health and wellbeing outcomes for the Nottingham population and reducing inequalities.			
<b>Exempt information:</b> None			
<b>Recommendation:</b>			
<b>1</b> To approve the adoption of the Public Health Commissioning Strategy and Framework 2022/23, which sets out the approach and key priorities (intentions) for the expenditure of the public health grant in 2022/23.			

## 1. Reasons for recommendations

The Public Health Commissioning Strategy and Framework (Appendix A) sets out the approach and key priorities (intentions) for the expenditure of the public health grant in 2022/23. Approval and application of the principles and processes set out within the Framework will ensure that the public health grant is spent in support of strategic priority areas, in such a way that maximises the positive impact on health and wellbeing outcomes for Nottingham residents. It will also provide a process for demonstrating that expenditure is subject to proper governance in line with the Councils constitution and public health grant determination requirements.

## 2. Background

- 2.1 Nottingham City Council has a statutory duty to 'take such steps as it considers appropriate' to improve the health and wellbeing of the local population.<sup>1</sup> To support this duty a Director of Public Health (DPH) is appointed jointly by the Council and Secretary of State for Health and Social Care. The DPH is accountable for the delivery of their authority's public health duties and is an independent advocate for the health of the population.
- 2.2 To support these responsibilities, the DPH is responsible for a public health grant, which is ring-fenced for specific uses. In 2021/22 Nottingham City Council has been allocated £34,489,899. The allocation for 2022/23 is not expected to be confirmed until March 2022 but the indication is that the level of funding will be 'maintained'. The Council must be able to demonstrate that the public health grant has been used to improve the health and wellbeing of the population, in line with evidence of need and in accordance with requirements set out in the grant determination letter.<sup>2</sup>
- 2.3 The Public Health Commissioning Strategy and Framework sets out the approach and key priorities (intentions) for the expenditure of the public health grant in 2022/23. It outlines how the Council will assure that;
  - The public health grant is spent in support of strategic priority areas
  - Expenditure is demonstrably in line with the grant determination requirements
  - Governance processes are robust and adequate
  - Public health outcomes are reviewed and monitored

## 3. Other options considered in making recommendations

- 3.1 Do nothing – this option has been rejected as a result of the risks associated with investing public health grant without an overarching strategy and framework, and the governance processes set out within it. The Commissioning Strategy and Framework sets out the principles, strategic and legislative drivers and governance and monitoring arrangements for public health commissioning. This provides a demonstrable way of assuring that legislative and grant determination requirements are being met, whilst also support Nottingham residents to live longer and healthier lives.

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<sup>1</sup> Section 2B of the National Health Service Act 2006

<sup>2</sup> [Public health ring-fenced grant 2021 to 2022-local authority circular - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/circulars/2021/06/public-health-ring-fenced-grant-2021-to-2022-local-authority-circular)

#### **4. Consideration of Risk**

- 4.1 There are no identified risks associated with adopting the proposed Public Health Commissioning Strategy and Framework 2022-23.

#### **5. Finance colleague comments**

- 5.1 As outlined above, the statutory requirement to improve the health and wellbeing of the local population of Nottingham City, is funded via a ring fenced grant. In 2021/22 this grant was £34.5m, and while yet to be finalised for 2022/23, a similar figure would be anticipated.
- 5.2 As outlined, the Public Health Commissioning Strategy and Framework 2022/23 sets out the approach and key priorities (intentions) for the expenditure of the public health grant in 2022/23. The Framework outlines how the Council will assure that public health grant is spent in support of strategic priority areas, maximising the positive impact on health and wellbeing outcomes for the Nottingham population and reducing inequalities, and in accordance with ring-fenced grant conditions.
- 5.3 As the total expenditure plan within the Public Health Commissioning Strategy and Framework 2022/23 will be fully funded via the grant, it will be important to ensure that the grant is used according to grant conditions, and to ensure good value for money is achieved in the Public Health Commissioning Strategy and Framework 2022/23.

Graeme Black, Commercial Business Partner - 16 November 2021

#### **6. Legal colleague comments**

- 6.1 Not provided.

#### **7. Other relevant comments**

- 7.1 We provide and commission advice, support and services, which improve health and wellbeing, and prevents ill-health and loss of independence.
- 7.2 This Council must act as a single organisation with all departments working corporately together to maximise opportunities and expertise to ensure that the Council continues to meet its budget challenges and supports our most vulnerable citizens, by commissioning the right services which will improve health and wellbeing and independence.
- 7.3 Therefore, from a commissioning perspective this Public Health Framework is welcomed and provides an opportunity to bring together the public health priorities, adults and children's commissioning priorities and the current Commissioning framework in to one commissioning framework/strategy.
- 7.4 In terms of governance, there needs to be some consideration to the current Strategic Commissioning Board, which should have oversight of all commissioning activity, and how this interacts with the Public Health Board

Karla Banfield, Commissioning and Market Services Manager - 11 November 2021

## **8. Social value considerations**

- 8.1 The Public Health Commissioning Strategy and Framework adopts and complements the commitments within Nottingham City Council's Procurement Strategy (2018-2023) to ensure the Council's purchasing power is used to secure the best possible value and outcomes for Nottingham and its citizens. This includes consideration of the economic, social and environmental factors (all of which are wider determinants of health and wellbeing) throughout the commissioning and procurement cycle.

## **9. Equality Impact Assessment (EIA)**

- 9.1 An EIA is not required. The Commissioning Strategy and Framework sets out the overarching approach. This includes a commitment to reducing the health inequalities gap in Nottingham as a key strategic objective of public health commissioning activity. The equality impact of proposals relating to the commissioning of specific services will be assessed as necessary.

## **10. Data Protection Impact Assessment (DPIA)**

- 10.1 A DPIA is not required because the proposal does not involve the collection or processing of any personal data or present a risk to the rights and freedoms of individuals. DPIA's will be completed as required for any services which are commissioned under this Strategy and Framework.

## **11. Carbon Impact Assessment (CIA)**

- 11.1 A CIA is not required at this stage, although the carbon impacts of any activity resulting from this Framework will be assessed as required.

## **12. List of background papers relied upon in writing this report (not including published documents or confidential or exempt information)**

- 12.1 None

## **13. Published documents referred to in this report**

- 13.1 None

# Public Health Commissioning Strategy and Framework 2022/23

## Introduction

Nottingham City Council has a duty to improve the health and wellbeing of the population, namely the council 'must take such steps as it considers appropriate for improving the health of the people in its area'<sup>1</sup>. This means that the council should pay regard to the evidence of need and identify services, approaches or interventions to improve health outcomes and address inequalities.

To support this duty, a Director of Public Health (DPH) is appointed jointly by the Council and Secretary of State for Health and Social Care. The DPH is accountable for the delivery of their authority's public health duties and is an independent advocate for the health of the population and provides leadership for its improvement and protection. The DPH is a statutory chief officer of their authority and the principal adviser on all health matters to elected members and officers, with a frontline leadership role spanning all three domains of public health - health improvement, health protection and healthcare public health. They have a vital leadership role for system-wide efforts to secure better public health<sup>2</sup>.

The DPH has a number of statutory responsibilities<sup>3</sup>, including:

- all of their local authority's duties to take steps to improve the health of the people in its area
- any of the Secretary of State's public health protection or health improvement functions that s/he delegates to local authorities
- exercising their local authority's functions in planning for, and responding to, emergencies that present a risk to the public's health
- their local authority's role in co-operating with the police, the probation service and the prison service to assess the risks posed by violent or sexual offenders
- such other public health functions as the Secretary of State specifies in regulations and under dental public health powers.

To support these responsibilities, the DPH is responsible for a public health grant. The level of the grant is set by the Treasury and is ring-fenced for specific uses. In 2021/22, Nottingham City Council has been allocated £34,400,364 for public health services, with an additional £89,535 for Pre-Exposure Prophylaxis (PrEP) for HIV. Since transferring to local government in 2013, there has been a real term reduction in the grant.

The council needs to demonstrate that the public health grant has been used to improve the health and wellbeing of the population in line with evidence of need and in accordance with the legislative and requirements set out in the grant determination letter<sup>4</sup>. These requirements use the public health domains of health improvement, health protection and healthcare public health with the addition of tackling the wider determinants of health (see figure 1).

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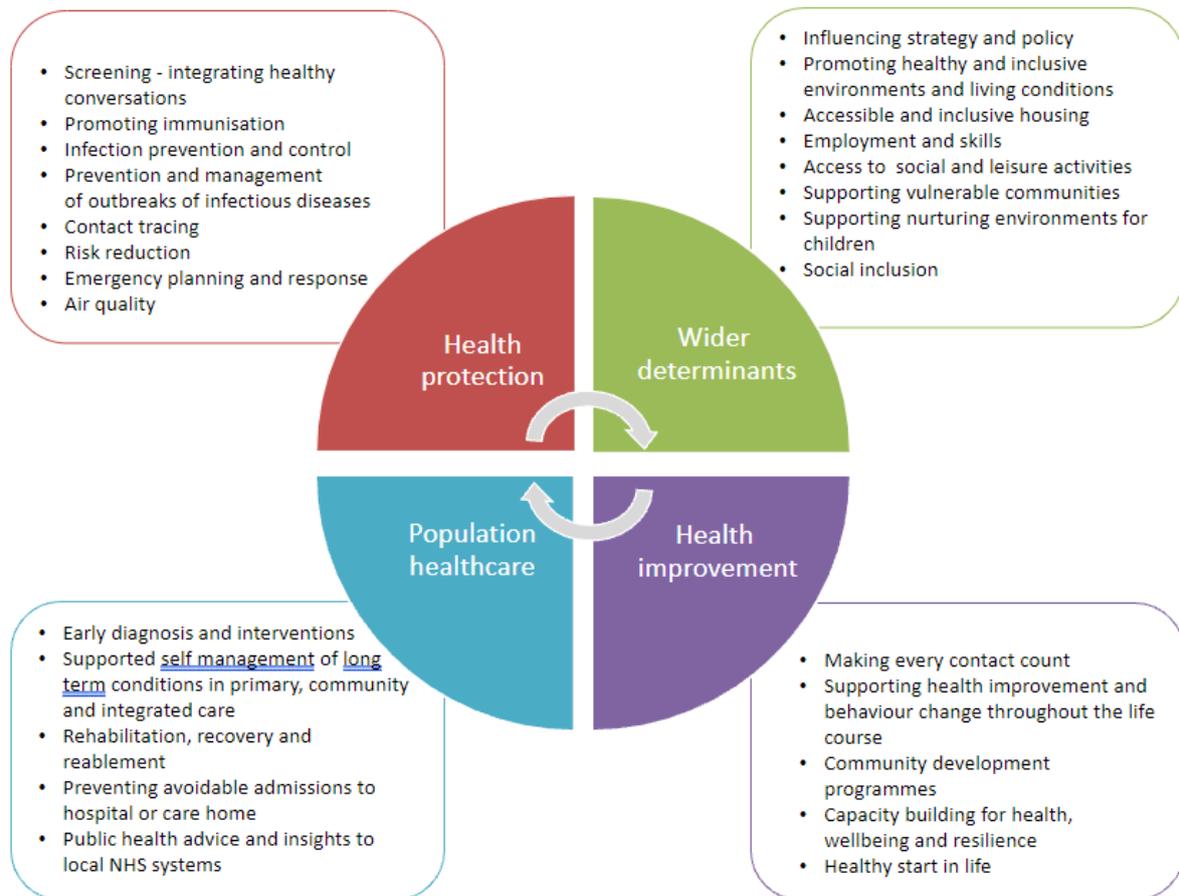
<sup>1</sup> Section 2B of the National Health Service Act 2006

<sup>2</sup> [Directors of public health in local government: roles, responsibilities and context \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/92222/directors-of-public-health-in-local-government-roles-responsibilities-and-context)

<sup>3</sup> section 73B(5) & (6) of the National Health Service Act 2006

<sup>4</sup> [Public health ring-fenced grant 2021 to 2022: local authority circular - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/92222/public-health-ring-fenced-grant-2021-to-2022-local-authority-circular)

Figure 1: Model of public health<sup>5</sup>



## Purpose

The Public Health Commissioning Strategy and Framework sets out the approach and key priorities (intentions) for the expenditure of the public health grant in 2022/23. It outlines how the council will assure that:

- The public health grant is spent in support of strategic priority areas
- Expenditure is demonstrably in line with the grant determination requirements
- Governance processes are robust and adequate
- Public health outcomes are reviewed and monitored

<sup>5</sup> [UK AHP Public Health Strategic Framework 2019-2024.pdf \(ahpf.org.uk\)](https://www.ahpf.org.uk/wp-content/uploads/2019/09/UK-AHP-Public-Health-Strategic-Framework-2019-2024.pdf)

## Strategic Commissioning Objectives

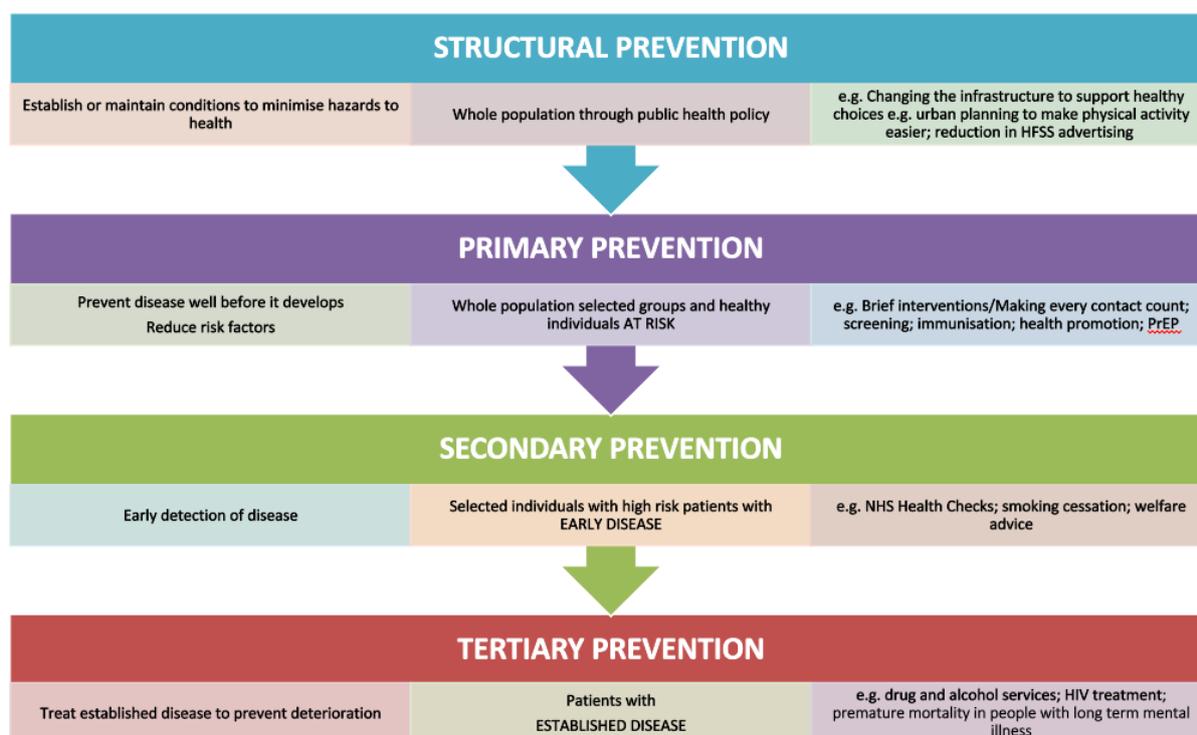
Improvement to the health and wellbeing of the population is delivered through a combination of interventions, including provision of expert advice, understanding the needs of the population, influencing system policy and developing collaborative and integrated approaches. Commissioning is a tool that can be used to effectively and efficiently deploy resources to ensure that wider system outcomes are met.

In 2022/23, Nottingham City Council will commission public health services with a focus on primary prevention. Focusing on prevention will support residents to make healthier choices and reduce the risk of developing health conditions that may reduce healthy life expectancy. The model used in Nottingham focuses on delivering services across the four levels of prevention, as shown in figure 2. In addition to commissioning for prevention, the Public Health Team will look for opportunities to incorporate prevention in other internal and partner services, through the provision of expert advice, funding and integration.

Nottingham City Council will focus commissioning to support the following key strategic objectives:

- Advocate and implement a prevention approach
- Reduce the health inequalities gap in Nottingham
- Support the residents of Nottingham to live longer, and healthier lives
- Targeted interventions to the most vulnerable to keep them safe, supported and healthy
- Commission for outcomes, not outputs

Figure 2: Levels of public health prevention interventions

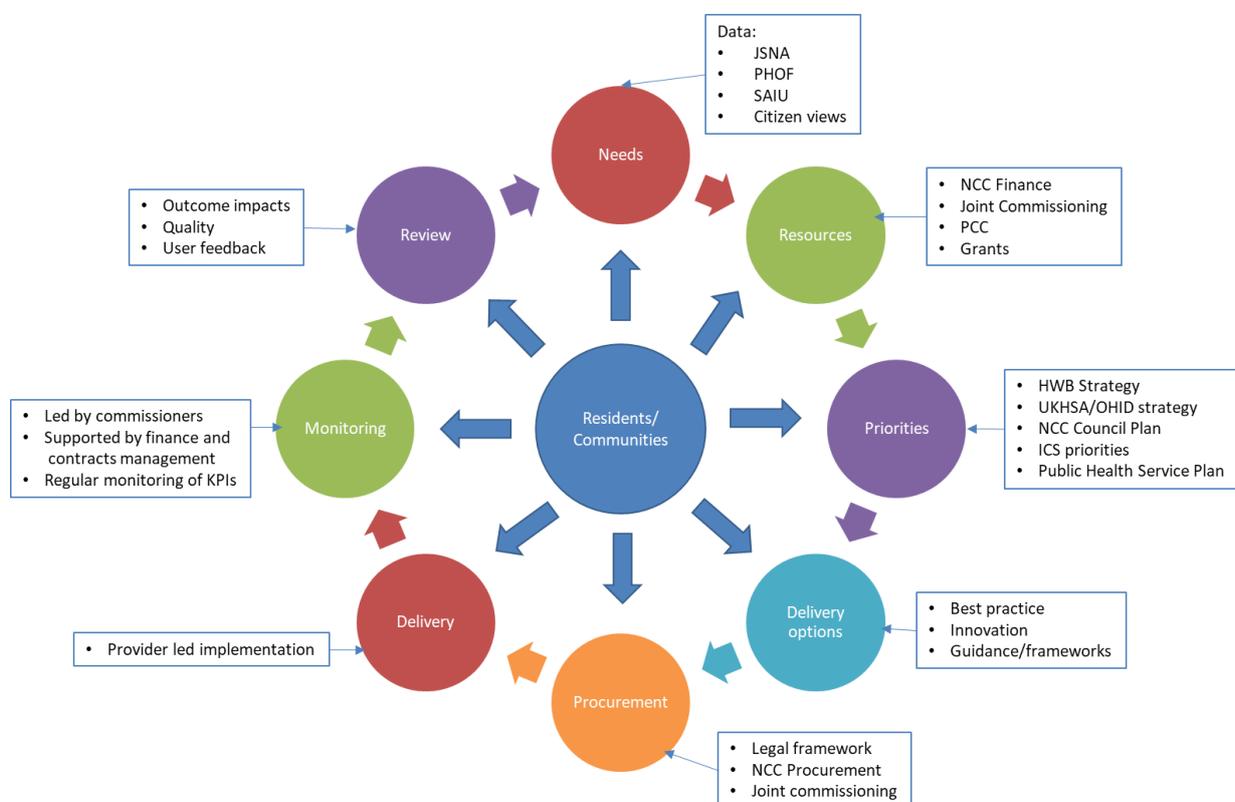


## Strategic commissioning cycle and principles

Commissioning is the strategic activity of identifying need, allocating resources and procuring a provider to best meet that need, within available means<sup>6</sup>. Strategic commissioning should be firmly based in engagement and co-production with communities and be based on evidence of need, for example through health needs assessments. Commissioning intentions should be guided by available resources and strategic priorities. In public health terms, it is important that equity of provision and tackling inequalities are built into the approach.

Specialist procurement advice is needed to ensure that contracts are awarded in line with internal and national legal requirements. Ideally, public health contracts should be focused on delivering improved outcomes (changes in people's lived experience) and use key performance indicators to understand progress and impact.

Figure 3: The Strategic Commissioning Cycle



Where the public health grant is invested in internal council services, formal contracts may not be required. These investments will be supported by service level agreements that demonstrate the contribution to improving outcomes and are reviewed at least annually.

The Nottingham City Council Public Health Team will apply to following principles to strategic commissioning activities:

- Based on robust evidence base of need, valuing lived experience and resident voice
- Led by subject matter experts
- Guided through engagement and co-production with service users, residents or communities

<sup>6</sup> [Understanding Commissioning \(local.gov.uk\)](https://www.local.gov.uk/understanding-commissioning)

- Based on a prevention approach (see strategic objectives) and reducing inequalities, focused on developing upstream interventions
- Seek opportunities for integration and joint commissioning with partner agencies to maximise benefits for residents and use of public funds
- Assessment of value for money and opportunities for social value
- Balance the need for stability of provision (for providers and service users) alongside the needs to retain flexibility and responsive to changing needs and context.

## Social Value

The Public Health Commissioning Strategy and Framework will adopt commitments within Nottingham City Council's Procurement Strategy (2018-2023) to ensure the Council's purchasing power is used to secure the best possible value and outcomes for Nottingham and its citizens. This includes consideration of the economic, social and environmental factors (all of which are wider determinants of health and wellbeing) throughout the commissioning and procurement cycle.

## National strategic drivers

Commissioning decisions will take into account:

- National Health Service Act 2006
- Health and Social Care Act 2012
- Health and Care Bill
- PHE Strategy 2020-2025 (or if UKHSA/OHID successors)

## Local strategic drivers

Commissioning decisions will take into account:

- Health and Wellbeing Board Strategy (currently being revised)
- Nottingham City Council Corporate Plan
- Nottingham JSNA
- Nottingham & Nottinghamshire ICS inequalities strategy

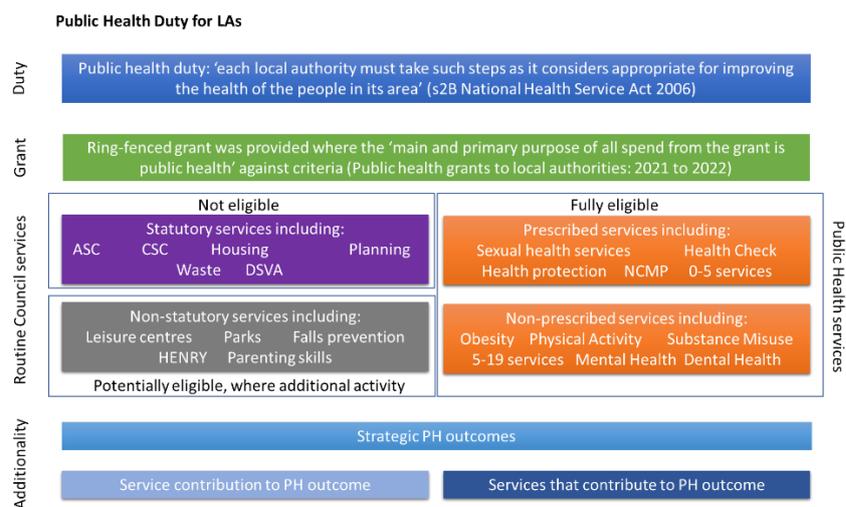
## Principles of public health grant allocation

Nottingham City Council receives a ring-fenced grant was provided where the 'main and primary purpose of all spend from the grant is public health'<sup>7</sup>. The DPH and Chief Executive/s151 officer have to confirm that expenditure of the grant is in line with the grant determination criteria (see appendix 1). The public health grant will be used to support a breadth of services against strategic outcomes to ensure equity of access, cover different levels of prevention and reduce inequalities.

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<sup>7</sup> [Public health ring-fenced grant 2021 to 2022: local authority circular - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/91212/public-health-ring-fenced-grant-2021-to-2022-local-authority-circular.pdf)

Figure 4: Legislative model for public health grant expenditure



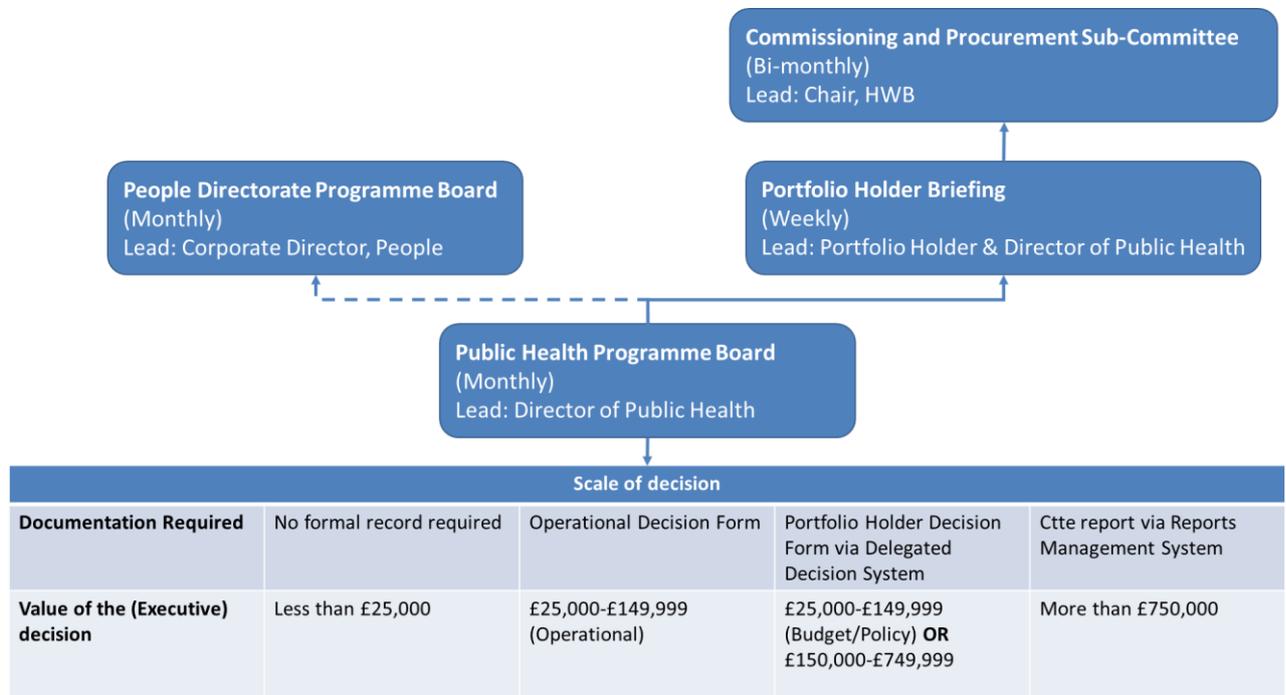
### Roles and responsibilities for public health commissioning

Role	Commissioning responsibility
Portfolio holder <sup>8</sup>	<ul style="list-style-type: none"> <li>Having strategic responsibility for public health, providing political leadership in this area of Council activity.</li> <li>Being accountable for performance and management of public health.</li> <li>Ensuring that the Executive functions within public health are performed in accordance with approved Council policies and strategies, and to the highest ethical standards.</li> <li>Below the level of Key Decision, taking strategic decisions in relation to Executive functions within public health</li> <li>Building relationships with officers and other relevant stakeholders, including in external organisations, working effectively with them and giving consideration to any advice provided.</li> <li>Speaking and issuing statements on their area of responsibility and representing the Council's views in line with agreed policy.</li> <li>Supporting open and transparent Overview and Scrutiny, including attending meetings when requested.</li> <li>Supporting open and transparent Audit processes, included attending Audit Committee meetings when requested.</li> <li>Responding to questions from the public and Councillors, including those asked at Full Council meetings.</li> </ul>
Director of Public Health <sup>9</sup>	<ul style="list-style-type: none"> <li>Strategic leadership of public health agenda</li> </ul>

<sup>8</sup> Guided by Article 4, NCC Constitution

	<ul style="list-style-type: none"> <li>• Provision of expert advice to elected members and officers</li> <li>• Ensuring the Council acts lawfully and with financial propriety</li> <li>• The day to day management of Council services and officers</li> <li>• Initiating implementing and managing policy in accordance with the overall framework set by Councillors</li> <li>• Giving professional advice to all Councillors</li> <li>• Advice on key decisions</li> </ul>
Consultant in Public Health/ Head of Service	<ul style="list-style-type: none"> <li>• Operationalisation of strategic plan</li> <li>• Working with system partners to look for integration opportunities</li> <li>• Provision of expert advice</li> </ul>
Public Health Practitioner	<ul style="list-style-type: none"> <li>• Performance and contract management</li> <li>• Quality improvement</li> <li>• Needs assessment</li> <li>• Service design</li> <li>• Partner engagement</li> <li>• Subject expertise</li> </ul>

Governance - decision making and performance monitoring

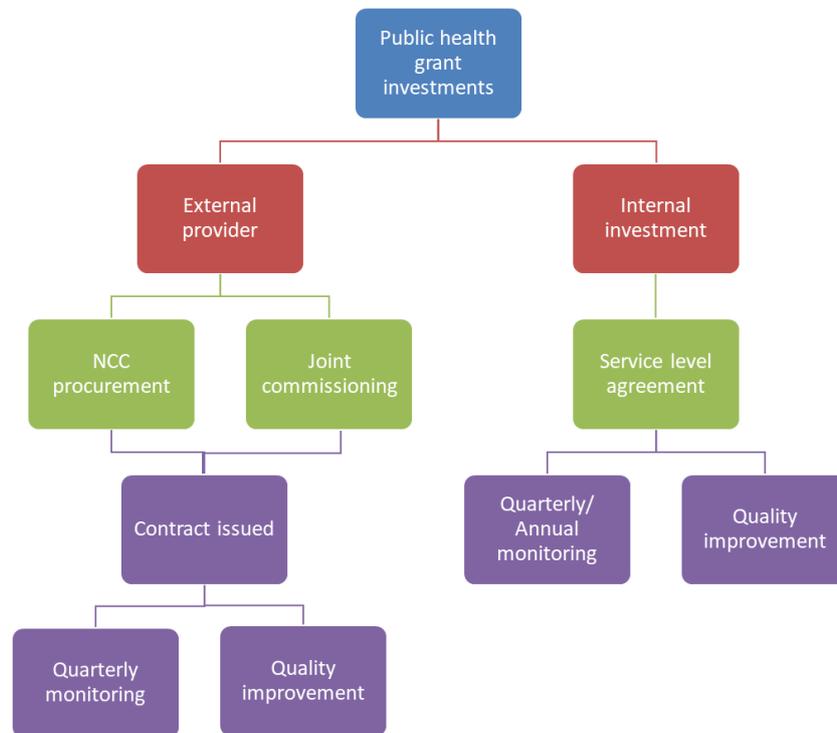


Contracts management

<sup>9</sup> Guided by Article 5, NCC Constitution

All expenditure on public health interventions will be subject to suitable contract and performance management, as outlined in figure 6. Quality assurance and improvement will be delivered through the regular monitoring of the investment agreements, with responsibilities for oversight held by the Public Health Programme Board.

Figure 6: Indicative investment expenditure framework



### Key service pressures 2022/23

- Notification of grant value. In the last two years, the grant determination letter and allocations has not been received until mid-March, making planning very challenging. A roll-forward position is assumed for 2022/23.
- Agenda for Change increases. These will be funded in line with NHS approaches, matching uplift with service efficiencies, using the NHS inflationary efficiency factors.
- Covid recovery. The pandemic has exacerbated some behaviours that contribute to poor health outcomes (e.g. tobacco or alcohol intake) and existing inequalities
- Implementation of the public health grant review transition plan. Supporting transformation and reinvestment of reallocated funds

### Key commissioning activities 2022/23

- Commissioning review of substance misuse services
- Commissioning review of sexual health services

- Implement public health grant transition plan, including supporting corporate transformation activities (\*linked actions)
- Develop healthy weight/physical activity commissioning plan\*
- Develop tobacco control commissioning plan
- Review of 0-19 public health services\*
- Implement Agenda for Change investment plan

## Commissioning Pipeline

The commissioning pipeline outlines the implementation plan for delivering the commissioning intentions. It sets out the current commissioned service, the timelines for the recommissioning and highlights areas of concern/opportunities for integration or joint working. This will include services funded/commissioned via one-off grant funding in addition to the annual Public Health grant. The pipeline will be reviewed monthly at the Public Health Programme Board.

Categories for reporting local authority public health spend in 2021/22 ([Public health ring-fenced grant 2021 to 2022: local authority circular – Annex C](#))

Prescribed functions:	Non-prescribed functions:
<ol style="list-style-type: none"> <li>1) Sexual health services - STI testing and treatment</li> <li>2) Sexual health services – Contraception</li> <li>3) NHS Health Check programme</li> <li>4) Local authority role in health protection</li> <li>5) Public health advice to NHS Commissioners</li> <li>6) National Child Measurement programme</li> <li>7) Prescribed Children's 0-5 services</li> </ol>	<ol style="list-style-type: none"> <li>8) Sexual health services - Advice, prevention and promotion</li> <li>9) Obesity – adults</li> <li>10) Obesity - children</li> <li>11) Physical activity – adults</li> <li>12) Physical activity - children</li> <li>13) Treatment for drug misuse in adults</li> <li>14) Treatment for alcohol misuse in adults</li> <li>15) Preventing and reducing harm from drug misuse in adults</li> <li>16) Preventing and reducing harm from alcohol misuse in adults</li> <li>17) Specialist drugs and alcohol misuse services for children and young people</li> <li>18) Stop smoking services and interventions</li> <li>19) Wider tobacco control</li> <li>20) Children 5-19 public health programmes</li> <li>21) Other Children's 0-5 services non-prescribed</li> <li>22) Health at work</li> <li>23) Public mental health</li> <li>24) Miscellaneous, can include but is not exclusive to: <ul style="list-style-type: none"> <li>• Nutrition initiatives</li> <li>• Accidents Prevention</li> <li>• General prevention</li> <li>• Community safety, violence prevention &amp; social exclusion</li> <li>• Dental public health</li> <li>• Fluoridation</li> <li>• Infectious disease surveillance and control</li> <li>• Environmental hazards protection</li> <li>• Seasonal death reduction initiatives</li> <li>• Birth defect preventions</li> </ul> </li> <li>25) test, track and trace and outbreak planning</li> <li>26) other public health spend relating to COVID-19</li> </ol>

<b>Subject:</b>	Rough Sleeping Drug and Alcohol Treatment Grant 2021/22 and 2022/23		
<b>Directors:</b>	Lucy Hubber, Director of Public Health Katy Ball, Director of Commissioning and Procurement		
<b>Portfolio Holder:</b>	Councillor Adele Williams, Portfolio Holder for Adults and Health		
<b>Report author and contact details:</b>	Bobby Lowen, Commissioning Lead <a href="mailto:alan.lowen@nottinghamcity.gov.uk">alan.lowen@nottinghamcity.gov.uk</a> 0115 876 3571		
<b>Other colleagues who have provided input:</b>			
<b>Key Decision</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Subject to call-in</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Reasons:</b> taking account of the overall impact of the decision	<input checked="" type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Income <input type="checkbox"/> Savings of £750,000 or more	<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Capital	
Significant impact on communities living or working in two or more wards in the City			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Total value of the decision:</b> £1,016,042			
<b>Wards affected:</b> All			
<b>Date of consultation with Portfolio Holder:</b> 17 November 2021			
<b>Relevant Council Plan Key Outcome:</b>			
Clean and Connected Communities		<input type="checkbox"/>	
Keeping Nottingham Working		<input type="checkbox"/>	
Carbon Neutral by 2028		<input type="checkbox"/>	
Safer Nottingham		<input checked="" type="checkbox"/>	
Child-Friendly Nottingham		<input type="checkbox"/>	
Healthy and Inclusive		<input checked="" type="checkbox"/>	
Keeping Nottingham Moving		<input type="checkbox"/>	
Improve the City Centre		<input type="checkbox"/>	
Better Housing		<input type="checkbox"/>	
Financial Stability		<input type="checkbox"/>	
Serving People Well		<input type="checkbox"/>	
<b>Summary of issues (including benefits to citizens/service users):</b>			
<p>This report seeks approval to accept and use funding awarded to Nottingham City Council following a successful bid for funding from Public Health England under the Rough Sleeping Drug and Alcohol Treatment Grant scheme.</p> <p>The approval of the recommendations within this report will allow for the delivery of a range of additional activity designed to help improve engagement in and outcomes from drug and alcohol treatment services for people sleeping rough (and those who are at risk of sleeping rough).</p>			
<b>Exempt information:</b> None			
<b>Recommendations:</b>			
<b>1</b> To approve the receipt of funding up to a total of £1,016,042 from Public Health England for the delivery of a range of additional drug and alcohol treatment activity for people sleeping rough (and those at risk).			
<b>2</b> To approve expenditure of up to £370,056 for the delivery of this activity in 2021/22 and a further £645,986 for activity in 2022/23 (up to a maximum total expenditure of £1,016,042) subject to the receipt of funding allocated by Public Health England.			

- |  |
|--|
| <p><b>3</b> To approve the variation to the existing contract for the provision of the Substance Misuse Treatment service as detailed in Table 1 of Appendix 1 in accordance with Article 18.99 of the Contract Procedure Rules.</p> |
| <p><b>4</b> To approve expenditure to establish an internal post to contract manage the delivery of activity commissioned through the Rough Sleeping Drug and Alcohol Treatment Grant as detailed in Table 2 of Appendix 1.</p>      |

## **1. Reasons for recommendations**

- 1.1 Approval to take receipt of and utilise funding awarded to Nottingham by Public Health England (PHE) through the Rough Sleeping Drug and Alcohol Grant is sought to allow for a range of new interventions to be delivered to people sleeping rough in Nottingham (and those who are at risk).
- 1.2 Rough sleepers often face additional barriers to access to engagement in drug and alcohol treatment (due to a combination of factors including poor mental health, their ability to attend appointments, etc). In addition, people sleeping rough are often less able to engage with other forms of support in order to help them to move back into accommodation while they are experiencing substance misuse. The delivery of the activity funded through the Rough Sleeping Drug and Alcohol Treatment Grant will provide additional measures integrated within existing drug and alcohol treatment services (e.g. to support access and sustainment) in order to address these barriers.
- 1.3 Approval to vary the main contract for the existing drug and alcohol treatment system in Nottingham has been sought in order to ensure that the new measures are fully integrated into the main treatment options in order to serve as effective interventions. The delivery of this activity will also build on the infrastructure provided through the existing service, avoiding costs incurred through duplication of this activity in order to secure value for money. The existing service is contract managed and has been assessed as performing well. The variation of existing contracts will also allow for the immediate mobilisation of the programme in order to maximise the use of funds awarded by PHE.

## **2. Background (including outcomes of consultation)**

- 2.1 In March 2020, the government announced a Rough Sleeping Drug and Alcohol Treatment Grant as a new funding programme available for applications from 43 pre-determined local authority areas (not including Nottingham City) in order to provide continuity of care for people in emergency accommodation set up during the pandemic.
- 2.2 In May 2021, PHE invited a further 20 local authorities (including Nottingham City Council) to apply for funding through the Rough Sleeping Drug and Alcohol Treatment Grant for services to be delivered in 2021/22 and 2022/23. Applications were sought from identified local authorities by 10th June 2021. The purpose of the 2021/22 and 2022/23 funding was identified as to:
  - support people experiencing, or at risk of experiencing rough sleeping to access and engage in drug and alcohol treatment;
  - ensure that the engagement that people have had with drug and alcohol treatment services whilst rough sleeping or in emergency

accommodation is maintained as they move into longer term accommodation;

- build resilience and capacity in local drug and alcohol treatment systems to continue to meet the needs of this population in future years.

2.3 Nottingham City Council's application to the Rough Sleeping Grant received formal approval for delivery in October 2021. Funding will enable a range of additional activity to integrate with the existing drug and alcohol treatment designed to improve engagement in services, and outcomes, for rough sleepers.

2.4 Proposals approved by PHE have been developed with consideration to the understanding of local needs of people sleeping rough (and those at risk), barriers to engaging in and sustain treatment, and developments needed to increase the benefit of existing drug and alcohol treatment options. An overview of activity to be provided is included in Appendix 2.

### 3. **Other options considered in making recommendations**

3.1 Not to take receipt of the funding awarded by PHE through the Rough Sleeping Drug and Alcohol Grant. This option is not recommended on the basis that to not take receipt of the funding will lose the opportunity to assist more people to recover from drug and alcohol use and to move towards settled accommodation.

3.2 To procure activity for delivery through a competitive tender. This option is not recommended on the basis that activity to be funded is to be integrated within existing provision in order to improve outcomes for rough sleepers. The existing service has been assessed as performing well, and delivery of the additional activity funded through the RSDATG under the infrastructure of the existing service will offer value for money by avoiding duplication of these arrangements (e.g. management). The variation of existing contracts will also allow for the immediate mobilisation of the programme in order to maximise the use of funds awarded by PHE.

### 4. **Consideration of Risk**

4.1 Not accepting or utilising funds awarded under the Rough Sleeping Drug and Alcohol Treatment Grant carries the associated risks of failing to intervene to prevent significant harm and risk of death amongst people at risk. In addition, not using funding may fail to help manage demand for statutory functions (e.g. homelessness duties).

4.2 Not mobilising the delivery (or delayed delivery) carries an associated risk of the loss of funding through the Rough Sleeping Drug and Alcohol Treatment Grant from PHE This risk is to be managed through the proposed approach to the procurement of services and through clear requirements within contract terms.

### 5. **Finance colleague comments (including implications and value for money/VAT)**

5.1 As outlined above, one area of concern with the health and wellbeing of the local population, is that rough sleepers often face additional barriers to access to engagement in drug and alcohol treatment. As such, the Rough Sleeping

Drug and Alcohol Grant provided to Nottingham City by Public Health England will allow for a range of new interventions to be delivered to people sleeping rough in Nottingham.

- 5.2 The Rough Sleeping Drug and Alcohol Grant is being provided for use across 2021/22 and 2022/23. Up to £370,056 for the delivery of activity in 2021/22 and a further £645,986 for activity in 2022/23 (up to a maximum total expenditure of £1,016,042) subject to the receipt of funding allocated by Public Health England.
- 5.3 When considering the planned use of this grant it is important to adhere to any grant conditions, and consider if any unused grant would need to be returned. Additionally, it is important to ensure that all financial obligations incurred, including the staff costs earmarked to be funded via this grant, are linked to the exact value of the grant received. In this way the risk around underfunding obligations can be avoided.

## 6. **Legal colleague comments**

- 6.1 This report seeks approval to accept money from PHE under the Rough Sleeping Drug and Alcohol Treatment Grant Scheme.
- 6.2 The City Council must ensure it complies with any terms and conditions specified by PHE in the funding agreement. All contracts with the provider(s) identified within the report must include provisions which flow down any relevant provisions from PHE such as monitoring and reporting outputs with respect to the Grant funding.
- 6.3 It is understood that this service is currently being delivered successfully and by the nature of the funding, is to be integrated within the existing provision, enabling additional measures to be provided and avoiding duplication of costs that would incur in seeking the provision elsewhere.
- 6.4 The spend associated with the funding is detailed within Appendix 1 and for the most part will be used in varying the existing Contract in place. The variation is considered as a permissible modification of an existing Contract in accordance with the Public Contract Regulations 2015. For this reason and the other reasons given within the report along with the fact the proposal is considered to offer best value, the proposal to vary the Contract in accordance with Article 18.99 of the Contract Procedure Rules, is supported.
- 6.5 Legal services will support as required in preparation of any appropriate variation arrangements.
- 6.6 The creation of the new internal post as per recommendation 4 of this report must be in accordance with the Council's Constitutional requirements and associated HR policies and procedures.

Dionne Screamon, Senior Solicitor, Commercial Employment and Education  
25<sup>th</sup> November 2021.

## 7. **Other relevant comments**

Procurement comments: The proposal at point 3 of the recommendation for a variation to the existing contract for the provision of the Substance Misuse Treatment service as detailed in Table 1 at Appendix 1, in accordance with Article 18.99 of the Contract Procedure Rules, is supported from a

procurement perspective and is permitted under Reg 72 of the Public Contract Regulations 2015. A suitable contract variation should be put in place with the provider of this service.

Julie Herrod – Lead Procurement Officer 25<sup>th</sup> November 2021

**8. Crime and Disorder Implications (If Applicable)**

8.1 The approval of the recommendations and delivery of activity funded through the Rough Sleeping Drug and Alcohol Treatment Grant is expected to have a positive impact on crime and disorder within the City.

**9. Social value considerations (If Applicable)**

9.1 The approval of the recommendations and delivery of the activity funded through the Rough Sleeping Drug and Alcohol Treatment Grant is expected to achieve significant social value through the delivery of assistance intended to improve circumstances and outcomes for vulnerable people.

**10. Regard to the NHS Constitution (If Applicable)**

10.1 The proposals submitted to PHE for the Rough Sleeping Drug and Alcohol Treatment Grant were prepared in consultation with NHS Nottingham and Nottinghamshire Clinical Commissioning Group.

**11. Equality Impact Assessment (EIA)**

11.1 An EIA is not required because Equalities considerations have been taken on board as part of the gap analysis in the preparation of proposals submitted to PHE for funding through the Rough Sleeping Drug and Alcohol Treatment Grant.

**12. Data Protection Impact Assessment (DPIA)**

12.1 A DPIA is not required because the decision is not expected to impact or change the way that data is managed within the existing drug and alcohol treatment system.

**13. Carbon Impact Assessment (CIA)**

13.1 A CIA is not required because there are no significant changes that will impact on the minimal carbon production from delivery.

**14. List of background papers relied upon in writing this report (not including published documents or confidential or exempt information)**

14.1 None.

**15. Published documents referred to in this report**

15.1 None.

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**Appendix 1: Proposed Variation to Contracts for Delivery of Activity under the Rough Sleeping Drug and Alcohol Treatment Grant in 2021/22 and 2022/23**

Table 1: Contract variation to Nottingham Recovery Network

Service	Provider	Current contract duration	Lifetime value of contract at award (£)	New activity to be provided through variation	Maximum value of additional funding awarded through variation (£)	Period of variation
Nottingham Recovery Network	Framework	5+1+1 years from 1 <sup>st</sup> July 2016	26,764,773	<ul style="list-style-type: none"> <li>• 1 x FTE Psychologist</li> <li>• 0.2 FTE x Non-medical prescriber (advanced practitioner)</li> <li>• 4 x FTE Clinical Specialists (Band 6)</li> <li>• 3 x FTE Senior Substance Misuse Practitioners (Band 5)</li> <li>• 4x Substance misuse practitioners (Band 4)</li> <li>• 6 x Recovery Connectors (13.5 hours) - 2.2 FTE</li> <li>• IT Hardware &amp; Mobiles</li> <li>• Premises</li> <li>• Travel</li> <li>• Contribution to overheads</li> <li>• Interpreting</li> <li>• SU &amp; Volunteer expenses</li> </ul>	978,257	1 <sup>st</sup> January 2022 – 31 <sup>st</sup> March 2023

Table 2: Internal Appointments within Nottingham City Council

Post to be created	Maximum cost of delivery (£)	Maximum period of delivery
0.5 FTE Commissioning Officer (Grade H)	37,785	1 <sup>st</sup> January 2022 – 31 <sup>st</sup> March 2023

Table 3: Total Spend on Activity through the Rough Sleeping Drug and Alcohol Treatment Grant

Provision	Maximum cost of delivery (£)
Variation to contract with Nottingham Recovery Network	978,257
Internal appointment of 0.5 FTE Commissioning Officer (Grade H)	37,785
<b>TOTAL</b>	<b>1,016,042</b>

## **Appendix 2: Overview of Rough Sleeping Drug and Alcohol Treatment Grant in 2021/22 and 22/23**

The proposed model will include the following staff roles. Each role gives details about the basic duties and requirements, including a breakdown of any specialisms required.

### **Psychologist x1 FTE:**

The primary role of the psychologist is to support the development of trauma informed care and embed a psychologically informed environment into the substance misuse treatment services. The services have received PIE and TIC training but do not have access to a dedicated psychology function to further develop this work. This post will focus on clinical supervision, reflective practice and, where indicated, individual formulations with the assertive outreach treatment team, as well as partake in MDT planning and reviews as part of our wider work stream on Severe and Multiple Disadvantage (SMD). The post will enable the team to identify effective engagement techniques for those that either have not engaged with treatment before or have history of dropping out early in the process, as well as build the resilience necessary to ensure that services can stick with individuals.

The psychologist will also work with the wider substance misuse service to embed PIE and TIC into everyday practice, through strengthening the current MDT's, clinical supervision, reflective practice sessions and training. This will provide sustainable change by building resilience into the treatment system to continue to meet the needs of this population in future years.

### **Advanced practitioner Non-Medical Prescriber x0.2 FTE:**

The primary function of this post is to enable evidence based prescribing treatments to commence and continue away from the main substance misuse treatment building. The post will fall under the clinical oversight of the consultant addiction psychiatrists and will provide clinical assessment and prescribing functions for the assertive outreach treatment team, where individuals struggle to attend "mainstream" prescribing appointments at the core service. This may include community alcohol detox from a range of settings, opiate substitute prescribing, script restarts and anti-craving medication and is designed to start prescribing treatment as early as safely possible, as well as ensure people who drop off scripts can restart promptly.

### **Clinical Specialists x4 FTE: Band 6**

These posts will focus on commencing and maintaining people in structured treatment and will form part of a roving team able to provide structured treatment appointments and reviews in a range of settings, and embedded with other systems partners including but not limited to:

- Housing First team
- Housing Aid
- Street Outreach Team
- Homeless Health Team
- Juno Women's Aid
- Homeless hostels
- Homeless day centres
- Severe Multiple Disadvantage MDT
- Changing Futures
- Opportunity Nottingham

The posts will ensure people are engaged and maintained in structured treatment where they are, rather than at the core treatment site. As the posts will be integrated with the above services, the substance misuse care plan will form an integrated part of the individuals' wider support plan, which will enhance specific support goals, unlock accommodation move on options, reduce reoffending and recall to prison. The posts will also serve to embed substance misuse knowledge and skills, including motivational techniques and CBT into the workforce of the host services themselves for longer term sustainability.

These posts will increase capacity in the core treatment service as they can hold complex caseloads. The posts will each hold a speciality to work with those who are sleeping rough or at risk, including harder to reach (women and BME), coexisting mental health, and SMD, and will be qualified and trained accordingly.

### **Senior Substance Misuse Practitioners x3 FTE: Band 5**

Providing motivational interventions, assessment and structured psychosocial interventions and treatment for individuals, the SSMP's will focus on engaging the right treatment plan at the right time. SSMP's will offer instant assessment and access to substance misuse treatment for all of this cohort, and transfer those engaged and requiring opiate substitution interventions to the clinical specialists. The posts will be embedded in a range of settings away from the core treatment service and act as an integrated substance misuse treatment element of other system partners (see Clinical Specialist list.) The posts will also develop novel pathways with wider systems work (e.g.: Changing Futures, Opportunity Nottingham, Mental Health transformation).

### **Substance Misuse Practitioners (Navigators) x4 FTE: Band 4**

Specialist posts to help navigate the system, by providing intensive support to individuals either not engaged in treatment or early on in their treatment journey. The posts will focus on building relationships with individuals and the services they require, with each post having a specialist area of work, including:

- BME specialist, to work within a range of BME organisations
- Women's worker, to work within Women's Aid, POW, women's complex needs hostels
- Rough sleeper specialist (for those currently on street), to work alongside Street Outreach Team, in homeless day centres, etc
- Coexisting Mental Health, to work alongside mental health services, PCN mental health practitioners, etc

### **Recovery Connectors x6 13.5 hours:**

Whilst many of the other posts may have people with lived experience in them, this element provides visible recovery and lived experience specifically. Post holders have graduated from the substance misuse academy program as qualified peer mentors, and can support and mentor people in a way the more structures elements cannot. Recovery connectors will work alongside the lived experience teams within Opportunity Nottingham and Changing Futures, ensuring that the service, and system it connects to is designed reviewed and adapted by the people it supports. Recovery connectors will mentor individuals through their treatment journey and facilitate access to community assets and support appropriate to that person's progress.

### **Commissioning and Project Manager x0.5 FTE: NCC Grade H**

A commissioning staffing resource has been included in order to oversee the implementation and delivery of activity under the RSDATG.

<b>Subject:</b>	Locally Commissioned Public Health Services (LCPHS) for sexual health via GPs and pharmacies		
<b>Director:</b>	Lucy Hubber, Director of Public Health		
<b>Portfolio Holder:</b>	Cllr. Adele Williams, Portfolio Holder for Adults and Health		
<b>Report author and contact details:</b>	Uzmah Bhatti <a href="mailto:Uzmah.bhatti@nottinghamcity.gov.uk">Uzmah.bhatti@nottinghamcity.gov.uk</a>		
<b>Other colleagues who have provided input:</b>	Alan Lowen <a href="mailto:alan.lowen@nottinghamcity.gov.uk">alan.lowen@nottinghamcity.gov.uk</a>		
<b>Key Decision</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Subject to call-in</b>
			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Reasons:</b>	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> Income	<input type="checkbox"/> Savings of £750,000 or more
taking account of the overall impact of the decision			<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Capital
Significant impact on communities living or working in two or more wards in the City			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of expenditure:</b>	<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Capital		
<b>Total value of the decision:</b> £2,933.505 over 9 years (£325,945 per year)			
<b>Wards affected:</b> All			
<b>Date of consultation with Portfolio Holder:</b> 17 November 2021			
<b>Relevant Council Plan Key Outcome:</b>			
Clean and Connected Communities		<input type="checkbox"/>	
Keeping Nottingham Working		<input type="checkbox"/>	
Carbon Neutral by 2028		<input type="checkbox"/>	
Safer Nottingham		<input type="checkbox"/>	
Child-Friendly Nottingham		<input type="checkbox"/>	
Healthy and Inclusive		<input checked="" type="checkbox"/>	
Keeping Nottingham Moving		<input type="checkbox"/>	
Improve the City Centre		<input type="checkbox"/>	
Better Housing		<input type="checkbox"/>	
Financial Stability		<input type="checkbox"/>	
Serving People Well		<input type="checkbox"/>	
<b>Summary of issues (including benefits to citizens/service users):</b>			
Under the provisions of the Health and Social Care Act (2012), Nottingham City Council (NCC) has a statutory responsibility to provide, or secure the provision of, open access sexual health services in its area including:			
<ul style="list-style-type: none"> <li>i) preventing the spread of sexually transmitted infections (STIs);</li> <li>ii) treating, testing and caring for people with STIs and their partners;</li> <li>iii) contraceptive services including advice on preventing unintended pregnancy and sexual health promotion.</li> </ul>			
<p>The current contracts are due to expire in March 2022 with no option to extend. These contracts are usually awarded to GPs and community pharmacy providers based on an accreditation type procurement process. Due to the administration based complexities in establishing these multiple contracts with individual GP practices and pharmacy providers it is deemed to be more efficient and better for continuity in services for citizens to adopt a cycle of 9-year flexible contracts (3+3+3) where NCC would retain a contract severance clause. The current contract allows for new providers to apply through an open accreditation process, and it is anticipated that this arrangement is replicated in the new contract in order to ensure that this reflects the changing ownership and staffing seen within community pharmacies.</p>			
<b>Exempt information:</b> None			

**Recommendations:**

- 1** To approve the expenditure of £2,933.505 over 9 years (£325,945 per year) of Public Health Grant monies associated with procuring LCPHS - pharmacy and GP based sexual health services as listed above. Contracts to be issued for an initial term of three years with option to extend for two further three years' terms at the sole discretion of the Council.
- 2** To approve an open accreditation process for the selection of providers to deliver pharmacy and GP based sexual health services.
- 3** To delegate authority to the Director of Public Health to approve the outcomes of the accreditation process and award and sign contracts for an initial term of three years, with an option to extend contracts for two further three-year periods.

**1. Reasons for recommendations**

- 1.1 The current contracts for LCPHS sexual health services in the community are due to expire in March 2022 with no option to extend, therefore a new arrangement needs to be implemented by 1 April 2022.
- 1.2 The award of further nine-year contracts (in three year intervals) will enable ongoing opportunistic provision of sexual health services in the community for citizens at high risk of poor sexual health outcomes and those who face barriers in accessing sexual health clinics.
- 1.3 Nottingham City Council (NCC) has a statutory responsibility to provide, or secure the provision of, open access sexual health services in its area.

**2. Background (including outcomes of consultation)**

- 2.1 Locally Commissioned Public Health Services (LCPHS) in Nottingham are fully funded by the Public Health Grant. These services are part of the wider sexual health system in the city and fill gaps created by barriers in access to services in other parts of the system for young and vulnerable citizens and include a range of primary care based sexual health services aimed at high risk groups who may not access Integrated Sexual Health Clinics. GPs and community pharmacies are key providers of these demand led primary care services in the community.

There is good evidence that open access to sexual health services is vital in addressing identified public health need in a population. LCPHS enable front line providers with well established relationships with citizens to opportunistically help address high rates of sexually transmitted infections in the city and reduce onward transmission and reinfection. The current sexual health services provided by way of LCPHS contracts include:

- GP asymptomatic STI testing (Chlamydia, Gonorrhoea, Syphilis and HIV);
- GP Chlamydia screening and treatment;
- GP Long-acting reversible contraception (LARCs);
- Pharmacy Chlamydia screening and treatment;
- Pharmacy Emergency Hormonal Contraception (EHC);
- Pharmacy condom distribution.

2.2 A review of all commissioned sexual health services in Nottingham and Nottinghamshire is underway. Any findings from the review will be used to make necessary adaptations to these services in due course.

### 3. **Other options considered in making recommendations**

3.1 To not recommission LCPHS sexual health services - Not recommended as this will leave a significant gap in provision and reduce access for those at high risk of poor sexual health outcomes.

3.2 To award shorter term contracts – Not recommended as this will create uncertainty for providers and resources required to constantly recommission these services is counterproductive for provider and commissioners.

### 4. **Consideration of Risk**

4.1 To not renew these contracts is likely to lead to an increase in STIs, partner infections and reinfections, late diagnosis as well as unplanned pregnancies, abortions and possible STI outbreaks often amongst the most vulnerable citizens. Absence of LCPHS would add to inequalities in sexual health outcomes due to inequity of access particularly in the face of rising need and demand seen locally and nationally.

### 5. **Finance colleague comments**

5.1 As outlined above, one aspect of the statutory requirement to improve the health and wellbeing of the local population of Nottingham City, is to secure the provision of, open access sexual health services in its area. As such, a portion of the annual Public Health grant has been ear-marked to fund these sexual health services, as outlined.

5.2 For the several reasons outlined above, it is apparent that best value for money, and efficiency can be achieved through procurement of this service through Locally Commissioned Public Health Services (LCPHS). The total value of this contract would be up to £2,933.505 for the 9 years (£325,945 per year) with the opportunity to review each year.

5.3 The total annual value (£325,945) of this contract expenditure is to be funded via the annual ring-fenced Public Health grant. As such, this expenditure is fully funded for the duration of the contract. It will be necessary to ensure that all expenditure under this contract is in line with grant conditions and achieves good value for money.

Graeme Black, Commercial Business Partner (Education & Public Health), 16 November 2021

### 6. **Legal colleague comments**

6.1 This report seeks authority to undertake a compliant tender process to identify suppliers to deliver Locally Commissioned Public Health Services in the city in pursuit of the Council's statutory duty to provide these services.

6.2 Due to the nature of the services falling within the Light Touch Regime of the Public Contracts Regulations 2015, the Council is permitted to establish a

more flexible arrangement and the choice of an accreditation process will provide this, with the ability to open up it up to new providers during the term.

- 6.3 Appropriate contractual arrangements will need to be put in place which legal services will support with as required alongside procurement colleagues. The potential long term 9-year contract is considered to offer best value and more security for providers but this will need to be at the sole discretion of the Council in accordance with its requirements and financial commitments including Grant funding received from Public Health. The options to extend and the parameters for such will need to be sufficiently detailed with the contractual documentation.

Dionne Screamon, Senior Solicitor, Commercial Employment and Education,  
2 December 2021.

## 7. **Other relevant comments**

- 7.1 The Decision to approve procurement of Locally Commissioned Public Health Services (LCPHS) for sexual health via GPs and pharmacies through an open accreditation process to be funded from the Public Health Grant is supported by the Procurement Team who will manage the accreditation process.

Nicola Harrison, Lead Procurement Officer 17/11/21

## 8. **Crime and Disorder Implications (If Applicable)**

- 8.1 N/A

## 9. **Social value considerations (If Applicable)**

- 9.1 N/A

## 10. **Regard to the NHS Constitution (If Applicable)**

- 10.1 Local authorities have a statutory duty to have regard to the NHS Constitution when exercising their public health functions under the NHS Act 2006. In making this decision relating to public health functions, we have properly considered the NHS Constitution where applicable and have taken into account how it can be applied in order to commission services to improve the health of the local community.

## 11. **Equality Impact Assessment (EIA)**

- 11.1 An EIA is not required because recommissioning of these services will not lead to a significant impact on citizens or services.

## 12. **Data Protection Impact Assessment (DPIA)**

- 12.1 Attached as Appendix 1, and due regard will be given to any implications identified in it.

## 13. **Carbon Impact Assessment (CIA)**

- 13.1 A CIA is not required because there are no significant changes to existing services that will impact on the minimal carbon production from delivery.

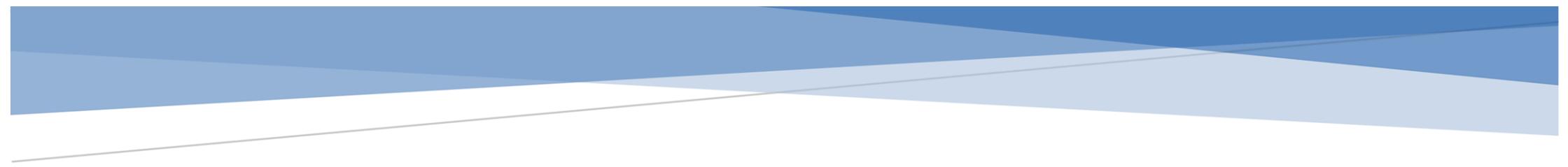
**14. List of background papers relied upon in writing this report (not including published documents or confidential or exempt information)**

14.1 None.

**15. Published documents referred to in this report**

15.1 Health and Social Care Act (2012)

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# DATA PROTECTION IMPACT ASSESSMENT - Public Health sexual health services v1.0

Page 39

Reference number: DPIA-317

Author: Jeremy Lyn-Cook  
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## DATA PROTECTION IMPACT ASSESSMENT

### **When to complete this template:**

**Start to fill out the template at the beginning of any major project involving the use of personal data, or, where you are making a significant change to an existing process that affects personal data. Please ensure you update your project plan with the outcomes of the DPIA.**

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## 1. Document Control

### 1. Control Details

Author of DPIA:	
Owner of project:	Uzmah Bhatti
Contact details of Author:	Uzmah.bhatti@nottinghamcity.gov.uk

### 2. Document Amendment Record

Issue	Amendment Detail	Author	Date	Approved
V1.0	Initial draft	Jeremy Lyn-Cook		

### 3. Contributors/Reviewers

Name	Position	Date
Jeremy Lyn-Cook	Information Policy Specialist	27/11/2021

### 4. Glossary of Terms

Term	Description
NCC	Nottingham City Council

Author: Jeremy Lyn-Cook  
Email: jeremy.lyncook@nottinghamcity.gov.uk

## 2. Screening Questions

1. Does the project involve personal data? <b>Yes/No</b>	<b>If 'Yes', answer the questions below. If 'No', you do not need to complete a DPIA but make sure you record the decision in the project documentation.</b>
2. Does the processing involve any of the following data: medical data, ethnicity, criminal data, biometric data, genetic data and any other special/ sensitive data?	<b>Yes/No</b>
2. Does the processing involve any systematic or extensive profiling?	<b>Yes/No</b>
3. Does the project involve processing children's data or other vulnerable citizen's data?	<b>Yes/No</b>
4. Does the processing involve decisions about an individual's access to a product, service, opportunity or benefit that is based on any evaluation, scoring, or automated decision-making process?	<b>Yes/No</b>
5. Does the processing involve the use of innovative or new technology or the novel application of existing technologies?	<b>Yes/No</b>
6. Does this project involve processing personal data that could result in a risk of physical harm in the event of a security breach?	<b>Yes/No</b>
7. Does the processing combine, compare or match data from multiple sources?	<b>Yes/No</b>
8. Does the project involve processing personal data without providing a privacy notice?	<b>Yes/No</b>
9. Does this project process data in a way that tracks on line or off line location or behaviour?	<b>Yes/No</b>
10. Will the project involve using data in a way it has not been used before?	<b>Yes/No</b>
11. Does the project involve processing personal data on a larger scale?	<b>Yes/No</b>
12. Will the project involve processing data that might prevent the Data Subject from exercising a right or using a service or entering into a contract?	<b>Yes/No</b>
<b>If you answered 'Yes' to any <u>two</u> of the questions above, proceed to Question 3 below. If not seek advice from the DPO as you may not need to carry out a DPIA.</b>	

Project Title: Locally Commissioned Public Health Services (LCPHS) Sexual Health

Team: Public Health

Directorate: People

DPIA Reference number: *(This will be allocated by the Information Compliance Team or the DPO and must be quoted in all correspondence)*

Has Consultation been carried out? No consultation required – this is an approval to continue to commission an existing service.

1. DDM attached?	<b>Yes/No</b> Commissioning and Procurement Exec Committee draft paper attached
2. Written evidence of consultation carried out attached?	<b>Yes/No</b>
3. Project specification/ summary attached?	<b>Yes/No</b> See Commissioning and Procurement Exec Committee draft paper attached – link to specs are here <a href="https://www.nottinghamcity.gov.uk/information-for-business/business-information-and-support/procurement/pharmacy-lcphs-accreditation/">https://www.nottinghamcity.gov.uk/information-for-business/business-information-and-support/procurement/pharmacy-lcphs-accreditation/</a>  <a href="https://www.nottinghamcity.gov.uk/information-for-business/business-information-and-support/procurement/gp-lcphs-accreditation/">https://www.nottinghamcity.gov.uk/information-for-business/business-information-and-support/procurement/gp-lcphs-accreditation/</a>
4. Any existing or previous contract / SLA / processing agreement attached?	<b>Yes/No</b> See links above
5. Any relevant tendering documents attached?	<b>Yes/No</b> See links above
6. Any other relevant documentation attached?	<b>Yes/No</b>

### 3. Project - impact on individual's privacy

Issue	Questions	Examples	Yes/No	Initial comments on issue & privacy impacts
Page 45  Purpose and means		Profiling, data analytics, Marketing. Note: The GDPR requires a DPIA to be carried out where there is systematic and extensive evaluation of personal aspects relating to individuals based on automated processing, including profiling, and on which decisions about individuals are based.		
	Please give a summary of what your project is about ( <i>you can also attach or embed documents for example a project proposal</i> ).			Under the provisions of the Health and Social Care Act (2012) Nottingham City Council (NCC) has a statutory responsibility to provide, or secure the provision of, open access sexual health services in its area including: <ul style="list-style-type: none"> <li>i) preventing the spread of sexually transmitted infections (STIs)</li> <li>ii) treating, testing and caring for people with STIs and their partners</li> <li>iii) contraceptive services including advice on preventing unintended pregnancy and sexual health promotion.</li> </ul> The current contracts are due to expire in March 2022 with no option to extend. These contracts are usually awarded to GPs and community pharmacy providers based on an accreditation type procurement process.
	<b>Aims of project</b> Explain broadly what the project aims to achieve and what types of processing it involves.			Due to the administration based complexities in establishing these multiple contracts with individual GP practices and pharmacy providers it is deemed to be more efficient and better for continuity in services for citizens to adopt a cycle of 9-year flexible contracts (3+3+3) where NCC would retain a contract severance clause. The current contract allows for new providers to apply through an open accreditation process and it is anticipated that this arrangement is replicated in the new contract in order to ensure that this reflects the changing ownership and staffing seen within community pharmacies.
	<b>Describe the nature of the processing</b> How will you collect store and delete data? Will you be sharing with anyone? You might find it useful to refer to a flow diagram or			GP practices and pharmacy providers are separate data controllers. NCC has no involvement in operational delivery of the sexual health services. As a result, it has no interaction with citizens using the services and collects no information from them directly. However, the system for paying the providers means that they have to submit invoices and these are likely to include a limited amount of personal demographic data.

Page 46	<p>another way of describing data flows. What types of processing identified as likely high risk are involved? Who will have access to the project personal data, how is access controlled and monitored and reliability of staff assessed? Will data be separated from other data within the system?</p>		<p>Pharmacies use a secure database (Pharmoutcomes) to invoice NCC including personal demographic data. GPs, send their payment information on email to the 'Contracts' inbox. It includes demographic data but no medical data.</p>
	<p><b>Privacy Implications</b></p> <p>Can you think of any privacy implications in relation to this project? How will you ensure that use of personal data in the project is limited to these (or "compatible") purposes?</p>		<ul style="list-style-type: none"> <li>• GPs transfer invoice information (including personal data) to NCC insecurely.</li> <li>• NCC stores personal information from providers insecurely.</li> </ul>
	<p><b>New Purpose</b></p> <p>Does your project involve a new purpose for which personal data are used?</p>		No.
	<p><b>Consultation</b></p> <p>Consider how to consult with relevant stakeholders: Describe when and how you will seek individuals views- or justify why it's not appropriate to do so. Who else do you need to involve in NCC? Do you plan to consult Information security experts, or any other experts?</p>		<p>It is not necessary to consult externally as the project involves back office processes (tendering for a contract) that should not have any impact on the way that providers deliver sexual health services to citizens.</p> <p>There will be no changes in the way that NCC and sexual health service providers process personal information.</p>

Individuals (data subjects)	Will the project:	Expanding customer base; Technology which must be used by individuals; Hidden or complex uses of data; Children's data		
	Affect an increased number, or a new group, or demographic of individuals (to existing activities)?		No.	
	Involve a change to the way in which individuals may be contacted, or are given access to services or data? Are there any areas of public concern that you should factor in?		No.	
	Affect particularly vulnerable individuals, including children?		Possibly.	Payment information covers a wide range of different individuals who have accessed the sexual health services.
Page 47	Give rise to a risk that individuals may not know or understand how their data are being used?		No.	
Parties	Does the project involve:	Outsources service providers; Business partners; Joint ventures		
	The disclosure of personal data to new parties?		No.	
	The involvement of sharing of personal data between multiple parties?		No.	
Data categories	Does the project involve:	Special personal data; Biometrics or genetic data; Criminal offences; Financial data; Health or social data; Data analytics: Note: the GDPR requires a DPIA to be carried out where there is processing on a large scale of special categories of data or of data relating to criminal convictions and offences		
	The collection, creation or use of new types of data?		No.	

Page 48	<p>Use of any special or privacy-intrusive data involved?</p> <ul style="list-style-type: none"> <li>• Political opinions</li> <li>• Religious beliefs or philosophical beliefs</li> <li>• Trade union membership</li> <li>• Genetic data</li> <li>• Biometric data</li> <li>• Sexual life</li> <li>• Prosecutions</li> <li>• Medical data</li> <li>• Criminal data</li> </ul> <p>(Criminal data processing, i.e. criminal convictions, etc. also has special safeguards under Article 10).</p>		Yes.	GP practices and pharmacy providers submit payment for services they have provided to individuals. The invoices may include a limited amount of demographic data. Whilst this is not explicitly 'medical' data, all the information relates to sexual health and consequently, 'medical' information may be inferred from it.
	<p>New identifiers, or consolidation or matching of data from multiple sources?</p> <p>(For example a unique reference number allocated by a new management system)</p>		No.	
Technology	New solutions:	Locator or surveillance technologies; Facial recognition; Note: the GDPR requires a DPIA to be carried out in particular where new technologies are involved (and if a high risk is likely)		
	Does the project involve new technology that may be privacy-intrusive?		No.	

Data quality, scale and storage	Data:	New data		
	Does the project involve changes to data quality, format, security or retention? What are the benefits of the processing?  i.e. will the new system have automatic retention features? Will the system keep the information in a safer format etc.?		No.	
	Does the project involve processing data on an unusually large scale?		No.	
Monitoring, personal intrusion Page 49	Monitoring:	Surveillance; GPS tracking; Bodily testing; Searching; Note: the GDPR requires a DPIA to be carried out where the project involves systematic monitoring of a publicly accessible area on a large scale		
	Does the project involve monitoring or tracking of individuals or activities in which individuals are involved?		No.	
	Does the project involve any intrusion of the person?		No.	
Data transfers	Transfers	Transfers outside the EEA		
	Does the project involve the transfer of data to or activities within a country that has inadequate or significantly different data protection and privacy laws?		No.	

## 4. Legal Framework and Governance – Compliance

Ref.	Question	Response	Further action required (and ref. to risk register as appropriate)
<b>1. Applicable laws and regulation</b>			
1.1	Which data protection laws, or laws which impact data protection and privacy, will be applicable to the project?	<ul style="list-style-type: none"> <li>• UK General Data Protection Regulation</li> <li>• Data Protection Act 2018</li> <li>• Human Rights Act 1998</li> </ul>	
1.2	Are there any sector-specific or other regulatory requirements or codes of practice, which should be followed?	Health and Social Care Act (2012)	
<b>2. Organisation's policies</b>			
2.1	Is the project in compliance with the organisation's information management policies and procedures (including data protection, information security, electronic communications)?	Yes.	

2.2	Which policy requirements will need to be followed throughout design and implementation of the project?	Data Protection Policy Information Security Policy Records Management Policy	
2.3	Are any changes/updates required to the organisation`s policies and procedures to take into account the project?  <b>Note: new requirements for “Accountability” under the GDPR, including record-keeping, DPOs and policies</b>	No.	
<b>3. Training and roles</b>			
Page 51 3.1	Will any additional training be needed for staff in relation to privacy and data protection matters arising from the project?	No.	

## 5. Personal Data Processing Compliance

Ref.	Question	Response	Further action required (and ref. to risk register as appropriate)
<b>1. Personal Data Processing</b>			
1.1	Which aspects of the project will involve the processing of personal data relating to living individuals?	GP practices and pharmacy providers submit payment for services they provide to individuals. The invoices may include a limited amount of demographic data which NCC processes when making the due payment.	
1.2	Who is/are the data controller(s) in relation to such processing activities?	Nottingham City Council GPs and pharmacies service providers	
1.3	Who is/are the data processor in relations to such processing activities?	N/a.	
<b>2. Fair and Lawful processing - GDPR Articles 5(1)(a), 6, 9, 12, 13</b>			
2.1	Which fair processing conditions are you relying on?  GDPR: Article 6(1) (legal basis for processing) and, for sensitive personal data, Article 9(2).	6(1). <b>Choose at least one of the following for personal data, usually (e)</b> -(Cross out the rest) <ul style="list-style-type: none"> <li>a) <del>Consent</del></li> <li>b) <del>Performance of contract</del></li> <li>c) <del>Legal obligation</del></li> <li>d) <del>Vital interests</del></li> <li>e) <b>Public interest / exercise of Authority</b></li> </ul> 9(2) Choose at least 1 for special data- usually g (cross the rest out) <ul style="list-style-type: none"> <li>a) <del>Explicit consent</del></li> <li>b) <del>Employment / social security / social protection obligations</del></li> <li>c) <del>Vital interests</del></li> <li>d) <del>Non-profit bodies</del></li> <li>e) <del>Processing made public by data</del></li> </ul>	GPs and pharmacies are data controllers separate from NCC. They have their own legal basis upon which to provide personal information to NCC.

- ~~— subject~~
- ~~— f) Legal claims~~
- g) Substantial public interest**
- ~~h) Health, social care, medicine~~
- ~~— l) Public interest for public health~~
- ~~— j) Archiving, statistics, historical research~~

**~~For any criminal Data~~**

~~Comply with Article 10 if it meets a condition in Part 1, 2 or 3 of Schedule 1.~~

- ~~• Employment, social security and social protection~~
- ~~• Health and social care purposes~~
- ~~• Public health~~
- ~~• Research~~

~~Substantial public interest:~~

- ~~• Statutory and government purposes~~
- ~~• Equality of opportunity and treatment~~
- ~~• Racial and ethnic diversity at senior levels of organisations~~
- ~~• Preventing or detecting Unlawful Acts~~
- ~~• Protecting the public against dishonesty etc~~
- ~~• Regulatory requirements relating to unlawful acts and dishonesty etc~~
- ~~• Journalism etc in connection with unlawful acts and dishonesty etc~~
- ~~• Preventing fraud~~
- ~~• Suspicion of terrorist financing or money laundering~~
- ~~• Counselling~~
- ~~• Safeguarding of children and of individuals at risk~~
- ~~• Safeguarding of economic well-being of certain individuals~~
- ~~• Insurance~~

		<ul style="list-style-type: none"> <li>• <del>Occupational pensions</del></li> <li>• <del>Political parties processing</del></li> <li>• <del>Disclosure to elected representatives</del></li> <li>• <del>Informing elected representatives about prisoners</del></li> </ul> <p>Additional Conditions</p> <ul style="list-style-type: none"> <li>• <del>Consent</del></li> <li>• <del>Vital interests</del></li> <li>• <del>Personal data in the public domain</del></li> <li>• <del>Legal claims</del></li> <li>• Judicial Acts</li> </ul>	
Note: different conditions may be relied upon for different elements of the project and different processing activities. Also, the scope of special category data is wider under the GDPR, and in particular includes genetics & biometric data, and sexual orientation.			
2.2	How will any consents be evidenced and how will requests to withdraw consent be managed?	NCC is not using consent as the legal basis for processing personal information.	
Note: new requirements for obtaining and managing consents within the GDPR.			
2.3	Is the data processing under the project covered by fair processing information already provided to individuals or is a new communication needed (see also data subject rights below)?	Attach privacy notice or provide a working link to the relevant privacy notice	
Note: more extensive information required under the GDPR than under current law, and new requirements on how such information is provided. Also a general principle of “ <i>transparency</i> ”. It is important to assess necessity and Proportionality			
2.4	If data is collected from a third party, are any data protection arrangements made with such third party?	Personal data is collected from GPs and pharmacies along with payment information under a contract for providing sexual health services from GPs and pharmacies.	 Locally Commissioned Public
2.5	Is there a risk of anyone being misled or deceived?	No.	
2.6	Is the processing “fair” and proportionate	Yes.	

	to the need's and aims of the projects?		
2.7	Are these purposes clear in privacy notices to individuals? (see above)	Not sure.	
<b>3. Adequate, relevant and not excessive, data minimisation - GDPR Article 5(1)(c)</b>			
3.1	Is each category relevant and necessary for the project? Is there any data you could not use and still achieve the same goals?	Yes.	
Note: GDPR requires data to be "limited to what is necessary" for the purposes (as well as adequate and relevant).			
3.2	Is/can data be anonymised (or pseudonymised) for the project?	Possibly.	
<b>4. Accurate and up to date - GDPR Article 5(1)(d)</b>			
Page 55 4.1	What steps will be taken to ensure accurate data is recorded and used?	The personal information comes to the GP or pharmacy directly from the patient and checked with them during the consultation.	
For example: checks when receiving/sending information from/to third parties, or transcribing information from oral conversations or handwritten documents, any automatic checks on information not meeting certain criteria.			
4.2	Will regular checks be made to ensure project data is up to date?	See above.	
<b>5. Data retention - GDPR Article 5(1)(e)</b>			
5.1	How long will personal data included within the project be retained?	Any personal information submitted will be held together with the payment information for 6 years. It will be password protected and only accessible via a secure login (by individuals directly involved with the payment work).	
5.2	How will redundant data be identified and deleted in practice? Consider paper records, electronic records, equipment?	All data is electronic and can be sorted by date to be disposed of when redundant.	

5.3	Can redundant data be easily separated from data which still need to be retained?	Yes, it is electronically stored and can be sorted by date.	
<b>6. Data subject rights - GDPR Articles 12 to 22</b>			
6.1	Who are the relevant data subjects?	Service users of sexual health services provided by GPs and pharmacies.	
6.2	Will data within the project be within the scope of the organisation's subject access request procedure?	Yes.	
6.3	Are there any limitations on access by data subjects?	No.	
6.4	Is any data processing under the project likely to cause damage or distress to data subjects? How are notifications from individuals in relation to damage and distress managed?	No. If any notification is received they will be processed by the service area concerned in liaison with NCC's Information Compliance Team.	
6.5	Does the project involve any direct marketing to individuals? How are requests from data subjects not to receive direct marketing managed?	No.	
6.6	Does the project involve any automated decision making? How are notifications from data subjects in relation to such decisions managed?	No.	
6.7	How will other rights of data subjects be addressed? How will security breaches be managed?	These rights will be processed by the Information Compliance Team at Nottingham City Council. All breaches will be dealt with by the Information Compliance Team and the Data Protection Officer.	
<b>7. Data Security - GDPR Articles 5(1)(f), 32</b>			
For example:			
<ul style="list-style-type: none"> <li>• <b>Technology:</b> encryption, anti-virus, network controls, backups, DR, intrusion detection;</li> </ul>			

- **Physical:** building security, clear desks, lock-leads, locked cabinets, confidential waste;
- **Organisational:** protocols on use of technology, asset registers, training for staff, pseudonymisation, regular testing of security measures.

Describe the source of risk and nature of potential impact on the individuals. Include associated compliance and corporate risks as necessary -What security measures and controls will be incorporated into or applied to the project to protect personal data? Consider those that apply throughout the organisation and those which will be specific to the project. N.B Measures that are appropriate to the nature of the data and the harm which may result from a security breach	<b>Likelihood of harm</b>  Remote, Possible or Probable	<b>Severity of harm</b>  Minimal, Significant or Severe	<b>Overall Risk</b>  Low, Medium or High
<ul style="list-style-type: none"> <li>• GPs transfer invoice information (including personal data) to NCC insecurely.</li> </ul>	Possible.	Significant.	Medium.
<p>Page 5</p> <ul style="list-style-type: none"> <li>• NCC stores personal information from providers insecurely.</li> </ul>	Possible.	Significant.	Medium.

**Identify measures to Reduce Risk- Identify additional measures you could take to reduce or eliminate risks identified as medium or high risk that you have identified**

Risk	Options to reduce or eliminate risk	Effect on risk Eliminated/ Reduced or Accepted	Residual risk Low/Medium/High	Measures approved Yes/No
GPs transfer invoice information (including personal data) to NCC insecurely.	Information form GPs is received by NCC in a secure, password protected inbox.	Accepted.	Medium.	
NCC stores personal information from providers insecurely.	NCC will apply all current (and future) technical controls deployed across the NCC network in order to protect the information.	Reduced.	Low.	

<b>8. Data processors - GDPR Article 28 &amp; direct obligations in other articles</b>			
8.1	Are any data processors involved in the project?	No.	
8.2	What security guarantees do you have?	N/a.	
For example: specific security standards or measures, reputation and reviews			
8.3	Please attach the processing agreement	N/a.	
For example: security terms, requirements to act on your instructions, regular audits or other ongoing guarantees Note: new requirements for the terms of contracts under the GDPR (much more detailed than current law).			
8.4	How will the contract and actions of the data processor be monitored and enforced?	N/a.	
8.5	How will direct obligations of data processors be managed?	N/a.	
Note: New direct obligations for processors under the GDPR, including security, data protection officer, record-keeping, international data transfers.			
For example: fair & lawful, lawful purpose, data subject aware, security, relevance.			
<b>9. International data transfers - GDPR Articles 44 to 50</b>			
9.1	Does the project involve any transfers of personal data outside the European Union or European Economic Area?	No.	
9.2	What steps are taken to overcome the restrictions?	N/a.	
For example: Safe Country, contractual measures, binding corporate rules, internal assessments of adequacy Note: GDPR has similar methods to overcome restrictions as under current law, but there are differences to the detail and less scope for an "own assessment" of adequacy.			
<b>10. Exemptions</b>			
10.1	Will any exemptions for specific types of processing and/or specific DP requirements be relied upon for the project?	N/a.	
For example: crime prevention, national security, regulatory purposes			

Note: Exemptions under the GDPR to be assessed separately, and may be defined within additional EU or UK laws.

## 6. Sign off and record outcomes

Item	Name	Date
Measures approved by: (project owner) This must be signed before the DP can sign off on the DPIA.		
Residual risks approved by: (If accepting any residual high risk, consult the ICO before going ahead)		
DPO advice provided: (DPO should advise on compliance, measures and whether processing can proceed)		
Summary of DPO advice:		
DPO advice accepted or overruled by		If overruled, you must explain your reasons
Comments:		
IT Security Officer: Where there are IT security issues		
IT Officer comments:		
SIRO Sign off: (For major projects)		
Consultation responses reviewed by:		
This DPIA will be kept under review by:		The DPO should also review ongoing compliance with DPIA

<b>Subject:</b>	Approval for acceptance of grant monies and delegated spending authority for refugee resettlement schemes		
<b>Corporate Director:</b>	Frank Jordan, Corporate Director, Resident Services		
<b>Portfolio Holder:</b>	Councillor Neghat Khan, Portfolio Holder for Neighbourhoods, Safety and Inclusion		
<b>Report author and contact details:</b>	Noel Oxford; <a href="mailto:noel.oxford@nottinghamcity.gov.uk">noel.oxford@nottinghamcity.gov.uk</a> ; 07702816014		
<b>Other colleagues who have provided input:</b>	Amy Goulden, Mandy Pride, Jo Pettifor, Philip Gretton, Dionne Sreaton		
<b>Key Decision</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Subject to call-in</b>
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Reasons:</b>	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> Income	<input type="checkbox"/> Savings of £750,000 or more
taking account of the overall impact of the decision			<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Capital
Significant impact on communities living or working in two or more wards in the City			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of expenditure:</b>	<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Capital		
If Capital, provide the date considered by Capital Board Date:			
<b>Total value of the decision:</b>	£1,190,160		
<b>Wards affected:</b>	Citywide		
<b>Date of consultation with Portfolio Holder:</b>	23/11/21		
<b>Relevant Council Plan Key Outcome:</b>			
Clean and Connected Communities	<input checked="" type="checkbox"/>		
Keeping Nottingham Working	<input type="checkbox"/>		
Carbon Neutral by 2028	<input type="checkbox"/>		
Safer Nottingham	<input type="checkbox"/>		
Child-Friendly Nottingham	<input type="checkbox"/>		
Healthy and Inclusive	<input type="checkbox"/>		
Keeping Nottingham Moving	<input type="checkbox"/>		
Improve the City Centre	<input type="checkbox"/>		
Better Housing	<input type="checkbox"/>		
Financial Stability	<input type="checkbox"/>		
Serving People Well	<input type="checkbox"/>		
<b>Summary of issues (including benefits to citizens/service users):</b>			
<p>Since 2015, refugee resettlement work has been carried out successfully, in partnership with registered charities Nottingham and Nottinghamshire Refugee Forum (NNRF) and Enable, on the basis of grant awards and Service Level Agreements (SLAs).</p> <p>As services provided to qualifying residents by these partners have grown in scope, and their specification has matured and settled, there is now a need to shift these to a service contract footing to capture the Council's specific requirements and undertake a full procurement process.</p> <p>As of 2020, previous resettlement schemes (Vulnerable Persons Resettlement Scheme and Vulnerable Children's Resettlement Scheme – VPRS/VCRS) have wound down, and new schemes, including United Kingdom Resettlement Scheme (UKRS), Afghan Citizens Resettlement Scheme (ACRS), and Afghan Relocations and Assistance Policy (ARAP) have been established.</p> <p>Furthermore, following the emergency evacuation of Afghanistan over the summer, the Home Office has established several hotels nationally as temporary 'bridging' accommodation for Afghan ARAP evacuees, with associated funding of £28 per person per day available to claim in</p>			

arrears. This funding already amounts to over £100,000, and the value may reach £1,000,000, should the contingency remain in place for a year (as suggested by Home Office estimates.) It should be further noted this arrangement was imposed on a no-choice basis.

This report therefore seeks approval for the continued participation in grant-funded refugee resettlement schemes operated by the Home Office, to end of Financial Year 26-27 and acceptance and spend of the money associated with the schemes, as detailed further with the report.

**Exempt information:** None

**Recommendations:**

**1 To approve extension of participation in refugee resettlement schemes to end FY26-27;**

**2 To authorise acceptance and drawdown of relevant grant monies;**

**3 To approve continuation of Accountable Body duties in support of neighbouring first-tier authorities to deliver resettlement;**

**4 To delegate authority to Head of Service, Community Partnerships, to award a contract worth up to £284,000 to NNRF to deliver casework, orientation and integration services to qualifying residents until September 2022, and to approve the associated spend;**

**5 To delegate authority to Head of Service, Community Partnerships, to award a contract worth up to £112,000 to Enable to deliver English language tuition services to qualifying residents until September 2022, and to approve the associated spend, from existing grant reserves;**

**6 To approve ad-hoc spend from existing grant reserves on other required services, in accordance with delegated scheme of authority, subject to compliance with Home Office Funding Instructions and Nottingham City Council's constitutional requirements, up to the end of FY26-27;**

**7 To approve commencement of a tender process for services contracts beyond September 2022, for a period to be determined, and grant delegated authority to the Corporate Director for Resident Services for the outcome of the tender process;**

**8 To grant delegated authority to the Head of Service, Community Partnerships, to spend from existing grant reserves for sums less than £2,000,000.**

**1. Reasons for recommendations**

1.1 NNRF is a key partner of Nottingham City Council in provision of services to vulnerable migrants, including refugees and asylum seekers, and are the lead organisation in a successful consortium bid for NCC Communities of Identity funding. As a large charitable body operating County-wide in the migration sphere, ad hoc integration support for vulnerable migrants (including the Afghan Relocations and Assistance Policy (ARAP), Afghan Citizens' Resettlement Scheme (ACRS), and ARAP Bridging Accommodation) is likely to default to NNRF irrespective.

- 1.2 Enable is also a key partner of Nottingham City Council in development and provision of bespoke English for Speakers of Other Languages (ESOL) training for resettled refugees.
- 1.3 Provision of these services is a Home Office requirement stipulated in the Funding Instruction for local authorities (see Appendix B).
- 1.4 It is anticipated that current pledges (58 individuals) would attract £1.19m over the five year funded period.
- 1.5 Income for Nottingham City Council in FY21-22 would total approximately £240,000 (against a pledge of 28), while income drawn down and held on behalf of partner first-tier authorities (Gedling, Broxtowe, and Newark & Sherwood) would total approximately £250,000.
- 1.6 Nottingham City Council retains 8% of partner authority grant monies as management fees, which ensures resettlement is self-funded – staff time and redundancy costs are factored into this.
- 1.7 Nottingham City Council is also engaged in coordinating activity to support use of a local hotel for approximately 50 residents currently in ARAP bridging accommodation, funded at a per capita rate of £28 per day. This arrangement has been imposed on a no-choice basis by the Home Office (see Appendix C) – so far, essential services have been provided at cost by Nottingham City Council and partners, or on a voluntary basis.
- 1.8 Approaches taken to date have enabled rapid re-tailoring of services, and update and articulation of requirements in SLAs. These will provide the baseline specification for future procurement.
- 1.9 It is now necessary to invite tenders to establish the best provider to meet these specifications, and to shift provision to services contracts, requiring additional time to implement this.
- 1.10 It is therefore the intention of Community Partnerships to work with Procurement, Commissioning, and Legal colleagues to carry out a full procurement process for continuation of these services, including UKRS, ARAP, and any future commitments to cost-neutral grant-funded resettlement.
- 1.11 This report requests permission to extend the current contract award with NNRF to end of September 2022 while this process is completed, including interim exemption from procurement procedures, and permission to commence a procurement process to tender service contract(s) beyond September 2022, with delegations of authority as per recommendations above.
- 1.12 It should also be noted that central Government funding instructions are frequently changing in parameters and timescales, and are often issued after implementation has begun. UKRS funding instructions were issued in April 2021, while ARAP and ACRS funding instructions were substantially altered and reissued in August 2021. Bridging Accommodation funding instructions were not issued until 12<sup>th</sup> November 2021.

## 2. **Background (including outcomes of consultation)**

- 2.1 In 2015, Nottingham City Council, Gedling Borough Council, and Broxtowe Borough Council committed to play their part in resettlement of 20,000 vulnerable Syrian refugees in the UK by 2020. Community Partnerships led on delivery of this project in partnership with these first-tier authorities, and took a management fee from partner Councils grant funding to do so.
- 2.2 In 2016, these arrangements were extended to include Rushcliffe Borough and Newark & Sherwood District Councils. Community Partnerships coordinates resettlement activity across these five local authority areas and liaises with Nottinghamshire County Council around second-tier services in these localities.
- 2.3 VPRS, VCRS and UKRS are five-year migration schemes, with funding provided in a tapering arrangement across the qualifying period.
- 2.4 Over 300 individuals were resettled under VPRS/VCRS, with the last arrivals in March 2020. Funding for these arrivals will therefore continue until FY24-25.
- 2.5 Exemption from Contract Procedure Rules has been agreed in accordance with Article 18.79 to make the proposed contract awards, and the Portfolio Holder for Neighbourhoods, Safety and Inclusion has been briefed on 23<sup>rd</sup> November 2021.
- 2.6 Arrivals under all resettlement schemes were suspended under COVID-19 mitigations, and remain unpredictable. As funding is awarded on a per capita tariff basis, this means that anticipated budget resilience was substantially impacted over the course of 2020.
- 2.7 Over the lifespan of resettlement, Community Partnerships have engaged in a number of evaluation, learning and evaluation exercises with stakeholders at all levels of the resettlement service, in order to assess effectiveness of delivery. These exercises have emphasised the need for integration casework delivered by trusted professionals, and tailored to individual needs; and the importance of practical ESOL training which connects with individuals' daily lives, rather than formal college training, with which individuals have historically struggled to engage.
- 2.8 NCC has worked successfully with NNRF to develop and provide integration casework support to vulnerable refugees under previous resettlement schemes, and therefore has considerable experience, well-developed and embedded processes, staff already in post, and a great deal of previous good practice and learning, facilitating the required rapid response.
- 2.9 Agreement for this approach was obtained at Commissioning and Procurement Executive Committee in February 2019, and grant funding for resettlement is ring-fenced to this work. This approach has therefore represented best value for the Council, considering the requirement to deliver this work at both scale and pace.
- 2.10 Similarly, Enable have worked successfully with NCC to develop and provide bespoke ESOL training which meets the needs of resettled residents, and which supports attainment of rapid fluency and self-sufficiency, rather than defaulting to traditional college settings, with which the cohort struggle to engage.

- 2.11 NCC Community Partnerships have held SLAs with NNRF and Enable to deliver required casework, orientation, ESOL training, and integration services for the cohort.
- 2.12 This reflects the need to rapidly design and implement brand new services, and to then further develop these concurrently with implementation. Since initial arrivals in 2015, we have sought continuous service improvement and development, and have evolved our SLAs with NNRF and Enable over this time period to develop a full-featured cultural orientation service, including English tuition and employability support.
- 2.13 This work is also in accordance with Strategic Council Plan 2021-23 Key Outcome One: “To be a city that welcomes those in need of refuge or shelter.”

### 3. **Other options considered in making recommendations**

- 3.1 Development of a direct delivery service to meet these objectives – however, it is evident that within the current budgetary constraints, plus unpredictability around suspension of arrivals owing to COVID-19, means this is unfeasible within the current context.
- 3.2 Decline to participate in schemes – this may result in capacity reduction or closure of key voluntary services, which would displace support needs back to Nottingham City Council, without additional resources.

### 4. **Consideration of Risk**

- 4.1 Constrained timeframe to ready a procurement exercise and work through implications of this (TUPE, etc). Mitigation is sought via reference to work previously completed and developing the exercise concurrently with seeking approval for the approach.
- 4.2 Risk of service gap for vulnerable residents if permission is not granted to extend current SLA. Likelihood that NNRF will continue to offer reduced and basic services in this instance but without funding resilience. Possible breach of Home Office service expectations.
- 4.3 Withdrawal of award to NNRF without due preparation may create sustainability concerns for the organisation.

### 5. **Finance colleague comments (including implications and value for money/VAT)**

- 5.1 This decision seeks approval to continue participation in grant-funded refugee resettlement schemes operated by the Home Office to the end of financial year 2026-27. The value of funding is up to £1.190m over this period.
- 5.2 To ensure a cost neutral position and avoid an unfunded pressure during the period of project, the budget manager will need to ensure all expenditure incurred is fully covered by the grant, as there is no budget to cover unfunded costs. The budget manager will also need to put in place the appropriate monitoring and reporting processes to ensure adherence to the grant conditions, in order to avoid possible clawback of grant funding or request additional funding if allowable. Also to ensure that all internal processes that

are required in relation to meeting the requirements of the scheme are fully complied with. The grant provided must not be used for any purpose other than achieving delivery of the Scheme outcomes, nor is it permissible to vire any such funds elsewhere without prior written consent from the Authority.'

- 5.3 This decision also seeks dispensation from procurement procedures, until September 2022 to create time for a full procurement process of resettlement services, and seeks the approval to make direct awards to NNRF and Enable for support services, as described in the report by the author. As outlined in the report this is deemed the best value offering due to their expertise in this area and also the existing partnership with NCC with an established team and structure which can enable an immediate response as required in this case. This approach ensures the Council can seek the grant funding to participate in the project.

Phil Gretton – Strategic Finance Business Partner – 18/11/21

## 6. **Legal colleague comments**

- 6.1 The Council may receive the funding and act as the Accountable Body under the powers granted to it under s.1 Localism Act 2011. Any management of the fund, including distributions must at all times be in accordance with any funding obligations from Central Government including any monitoring and reporting outputs.
- 6.2 An exemption from Procurement Procedures (Article 18.55 invitations to tender) in accordance with Article 18.79 in the Council's Constitution has been approved by the Chief Finance Officer with respect to the award of a contract to both NNRF and Enable. The report author has set out the reasons why the requirements are now more appropriately captured under a service contract rather than a grant award as has previously occurred. It is understood that the Portfolio Holder has been consulted with respect to the exemption in accordance with the requirements of Article 18.79.
- 6.3 The report author has also set out reasons as to why the proposals deliver best value for the Council in terms of the chosen providers and so meeting its Best Value duty under the Local Government Act 1999.
- 6.4 Given the value of the proposed awards and the type of services being delivered, it is considered that the obligations under the Public Contracts Regulations 2015 are unlikely to apply. It will be necessary however to conduct a procurement process to secure a provider of these services from October 2022. Legal support will be provided as part of the procurement and contracting arrangements.
- 6.5 Any additional spend made in accordance with recommendation 6 must be in accordance with the Council's Contract Procedure Rules to ensure compliance with the Council's governance requirements.

Dionne Screamon, Senior Solicitor, Commercial Employment and Education  
2<sup>nd</sup> December 2021.

## 7. **Other relevant comments**

## 7.1 Procurement colleague comments

This report relates to the receipt and expenditure of Home Office grant funding for the provision of refugee resettlement services during 2021-22 and beyond. It has been determined that the external provision of refugee resettlement services should be procured as services contracts for the delivery of specified outcomes, therefore a commissioning and procurement process is to be undertaken to secure ongoing provision. The Procurement Team will support with compliant tenders in accordance with UK procurement regulations and the Council's Contract Procedure Rules.

The proposed interim contract awards to Nottingham and Nottinghamshire Refugee Forum and Enable will ensure continuity of service provision until a compliant procurement process has been completed and new commissioned arrangements are in place. Nottingham and Nottinghamshire Refugee Forum has considerable expertise in this area and an established structure and staffing to facilitate an immediate response during this interim period, and the arrangement is considered to offer best value. Enable has considerable experience, offers bespoke ESOL provision best suited to meet the needs and has staff in post to respond urgently as required. Exemption from Contract Procedure Rules has been agreed in accordance with Article 18.79 to make the proposed contract awards.

Any other external expenditure of these funds should be compliant with the Council's Constitution (Contract Procedure Rules) and the Procurement Team will support with this as needed.

Jo Pettifor, Category Manager – Strategy and People, 25<sup>th</sup> November 2021

## 8. Crime and Disorder Implications (If Applicable)

- 8.1 As a vulnerable cohort, refugees are at risk of ASB, Hate Crime etc. Early intervention around harm prevention is the first priority and we work with each intake to deliver key message around Hate Crime and ASB. We work with Community Protection (CP) Intelligence Analysts to ensure that such matters are registered for consideration in the Tasking and Tensions Monitoring processes. In partnership with other CP teams and Notts Police, we provide intensive support with these matters.

## 9. Social value considerations (If Applicable)

- 9.1 VPRS was expanded in 2015 with the goal of providing an alternate means to reach safety without making dangerous sea crossings. Therefore, social value is created by providing a legal route to safety for vulnerable families. The funding arrangement provides us with the opportunity to build and empower smooth integration for these families, removing barriers to greater cultural integration.
- 9.2 Greater than 50% of our resettled cohort are aged 18 or below. Young people within the cohort adapt to their new cultural context much more rapidly than older generations. Therefore, families now view Nottingham as their permanent home, because their children are becoming settled and making progress here.
- 9.3 We have shifted our focus in delivery from use of social housing to private rented sector (PRS) stock. In the interim, the Council has introduced Selective Licensing with the intention of improving PRS stock in Nottingham. By working with private

landlords to create compliant, affordable and sustainable PRS housing for refugees, we have made a material contribution to this strategic objective.

**10. Regard to the NHS Constitution (If Applicable)**

10.1 N/A

**11. Equality Impact Assessment (EIA)**

11.1 An EIA is not required because there are no significant changes to policies or practices. Overlapping impacts on domestic abuse, hate crime, issues impacting Muslim women, and other priorities are currently managed within the Directorate.

**12. Data Protection Impact Assessment (DPIA)**

12.1 Attached as Appendix A, and due regard will be given to any implications identified in it.

**13. Carbon Impact Assessment (CIA)**

13.1 A CIA is not required because the work is person-centred and does not impact on CN28 plans. Additionally, all resettled households are referred by prior arrangement for an audit by Nottingham Energy Partnership which improves energy efficiency.

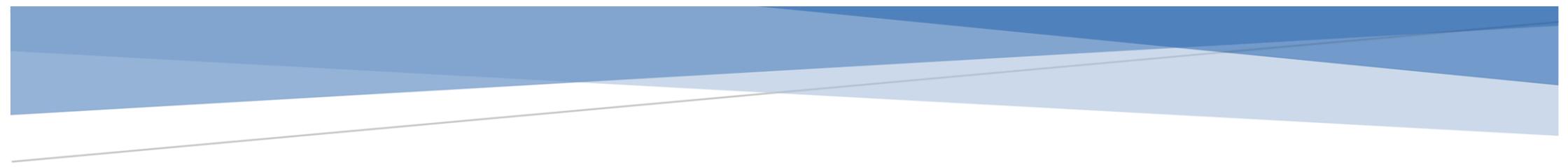
**14. List of background papers relied upon in writing this report (not including published documents or confidential or exempt information)**

14.1 None.

**15. Published documents referred to in this report**

15.1 Funding Instruction for Local Authorities in Support of the United Kingdom's Resettlement Schemes: 2021-2022;

15.2 Funding Instruction for Local Authorities in the Support of the United Kingdom's Afghan Locally Engaged Staff Ex Gratia Scheme and Afghan Relocation and Assistance Schemes.



# DATA PROTECTION IMPACT ASSESSMENT - UNITED KINGDOM RESETTLEMENT SCHEME 2020-21

Page 69

Reference number:

Author: Noel Oxford  
Email: [noel.oxford@nottinghamcity.gov.uk](mailto:noel.oxford@nottinghamcity.gov.uk)

## DATA PROTECTION IMPACT ASSESSMENT

### **When to complete this template:**

**Start to fill out the template at the beginning of any major project involving the use of personal data, or, where you are making a significant change to an existing process that affects personal data. Please ensure you update your project plan with the outcomes of the DPIA.**

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# 1. Document Control

## 1. Control Details

Author of DPIA:	Noel Oxford
Owner of project:	Alex Castle-Clarke
Contact details of Author:	Noel.oxford@nottinghamcity.gov.uk

## 2. Document Amendment Record

Issue	Amendment Detail	Author	Date	Approved
0.1	Refresh for FY 21-22	Noel Oxford	16/03/21	

## 3. Contributors/Reviewers

Name	Position	Date
Mandy Pride	Senior Community Development Officer (Resettlement)	
Amy Goulden	Community Development Operations Senior Manger	
Naomi Matthews	Data Protection Officer	
Noel Oxford	Refugee Resettlement Project Officer	

Author: Noel Oxford  
 Email: noel.oxford@nottinghamcity.gov.uk

#### 4. Glossary of Terms

Term	Description
UKRS	United Kingdom Resettlement Scheme
VPRS/VCRS	Vulnerable Persons' Resettlement Scheme/Vulnerable Children's Resettlement Scheme
NNRF	Nottingham & Nottinghamshire Refugee Forum
NCC	Nottingham City Council
RRF	Refugee Referral Form
PDMS	Pre-Departure Medical Screening
PEC	Pre-Embarkation Check
MHA	Migrant Health Assessment
PRA	Principal Resettlement Applicant
ESOL	English for Speakers of Other Languages
ISA	Information Sharing Agreement
RAG	Red/Amber/Green
UNHCR	United Nations High Commissioner for Refugees
DBS	Disclosure and Barring Service
NPPV2	Non-Police Personnel Vetting (Level 2)

## 2. Screening Questions

1. Does the project involve personal data? <b>Yes</b>	<b>If 'Yes', answer the questions below. If 'No', you do not need to complete a DPIA but make sure you record the decision in the project documentation.</b>
2. Does the processing involve any of the following data: medical data, ethnicity, criminal data, biometric data, genetic data and any other special/ sensitive data?	<b>Yes</b>
2. Does the processing involve any systematic or extensive profiling?	<b>No</b>
3. Does the project involve processing children's data or other vulnerable citizen's data?	<b>Yes</b>
4. Does the processing involve decisions about an individual's access to a product, service, opportunity or benefit that is based on any evaluation, scoring, or automated decision-making process?	<b>No</b>
5. Does the processing involve the use of innovative or new technology or the novel application of existing technologies?	<b>No</b>
6. Does this project involve processing personal data that could result in a risk of physical harm in the event of a security breach?	<b>Yes</b>
7. Does the processing combine, compare or match data from multiple sources?	<b>Yes</b>
8. Does the project involve processing personal data without providing a privacy notice?	<b>No</b>
9. Does this project process data in a way that tracks on line or off line location or behaviour?	<b>No</b>
10. Will the project involve using data in a way it has not been used before?	<b>No</b>
11. Does the project involve processing personal data on a larger scale?	<b>No</b>
12. Will the project involve processing data that might prevent the Data Subject from exercising a right or using a service or entering into a contract?	<b>No</b>
<b>If you answered 'Yes' to any <u>two</u> of the questions above, proceed to Question 3 below. If not seek advice from the DPO as you may not need to carry out a DPIA.</b>	<b>Yes</b>

Project Title: United Kingdom Resettlement Scheme

Team: Community Safety & Cohesion

Directorate: Community Protection

DPIA Reference number: DPIA192

Has Consultation been carried out? It is not possible to carry out resettlement according to Home Office requirements without the extensive sharing of PII. Consent for data sharing of all participants is sought at the initial application stage. NCC Data Protection colleagues have been consulted in depth, and are providing guidance and support. Any additional matters arising during the execution of this project will be recorded within this document and a new version issued.

1. DDM attached?	<b>No</b>
2. Written evidence of consultation carried out attached?	<b>No</b>
3. Project specification/ summary attached?	<b>Yes</b>
4. Any existing or previous contract / SLA / processing agreement attached?	<b>Yes</b>
5. Any relevant tendering documents attached?	<b>No</b>
6. Any other relevant documentation attached?	<b>Yes</b>

### 3. Project - impact on individual's privacy

Issue	Questions	Examples	Yes/No	Initial comments on issue & privacy impacts
Page 76  Purpose and means		Profiling, data analytics, Marketing. Note: The GDPR requires a DPIA to be carried out where there is systematic and extensive evaluation of personal aspects relating to individuals based on automated processing, including profiling, and on which decisions about individuals are based.		
	Please give a summary of what your project is about ( <i>you can also attach or embed documents for example a project proposal</i> ).		The Parties and their Representatives are working in partnership to deliver the United Kingdom Resettlement Scheme ("UKRS") which commences April 1 <sup>st</sup> 2020. This is a continuation and consolidation of previous resettlement schemes, and will focus on providing an agile humanitarian response to emerging global crises, with the intent to resettle 5,000 individuals across the UK over the course of the year.	
	<b>Aims of project</b>  Explain broadly what the project aims to achieve and what types of processing it involves.		The purpose of the project is to effect local delivery of the UKRS, in accordance with a 'pledge' agreed by the Council Executive. The sharing of information is critical to this aim, as it allows us to share UNHCR documentation (including RRF and MHA, and any other best interest assessments/determinations) with NNRF, and with first-tier local authorities who are also partnered with NCC.  This is so that resettled refugees can be provided with the Home Office-mandated service level of pastoral casework and support, while ensuring that all sharing of information is proportionate, secure and appropriate.  NNRF are grant-funded to provide this service.	
	<b>Describe the nature of the processing</b>  How will you collect store and delete data? Will you be sharing with anyone? You might find it useful to refer to a flow diagram or another way of describing data flows. What types of processing identified as likely high risk are		<ul style="list-style-type: none"> <li>• NCC receives all data through a secure Home Office IT portal known as Move It.</li> <li>• All data is stored securely in NCC servers, in the Community Safety &amp; Cohesion shared file area.</li> <li>• Once cases have been reviewed and accepted, the following documentation (where applicable) will be shared with NNRF and first-tier local authorities:               <ol style="list-style-type: none"> <li>1. RRF</li> <li>2. MHA</li> <li>3. PDMS</li> </ol> </li> </ul>	

Page 77	involved? Who will have access to the project personal data, how is access controlled and monitored and reliability of staff assessed? Will data be separated from other data with in the system?		<p>4. PEC</p> <ul style="list-style-type: none"> <li>All correspondence with NNRF either utilises anonymised reference numbers, or where use of PII is unavoidable, is sent over encrypted email/Cryptshare.</li> <li>All information is shared on a 'need-to-know' basis.</li> <li>If any issues arise from sharing of documentation, these are resolved by phone contact between single points of contact.</li> <li>All project staff are DBS and NPPV2 checked, and have completed mandatory GDPR and Information Security Awareness training.</li> <li>Data assets, including spreadsheets, registers and other tools, are securely stored and password-protected. Access is limited to essential personnel only.</li> <li>Data assets are stored for as long as is strictly necessary; this timespan is expected to last until the five-year anniversary of a given individual's arrival.</li> <li>Any data assets which no longer need to be retained under this policy shall be destroyed. Electronic data shall be destroyed in a manner which renders it irretrievable. Paper documents shall be immediately strip-shredded or incinerated.</li> </ul>	
	<p><b>Privacy Implications</b></p> <p>Can you think of any privacy implications in relation to this project? How will you ensure that use of personal data in the project is limited to these (or "compatible") purposes?</p>		YES	<ul style="list-style-type: none"> <li>Data shared with NNRF are comprehensive and extremely sensitive. There are numerous implications arising from a data breach:             <ol style="list-style-type: none"> <li>Potential for sensitive or taboo data to become known to resettled community (eg, sexuality, faith matters, various cultural taboos), potentially leading to ostracism/persecution.</li> <li>Possibility that names/addresses of vulnerable refugees could be obtained from a data breach. Implications for Hate Crime/ASB.</li> </ol> </li> </ul>
	<p><b>New Purpose</b></p> <p>Does your project involve a new purpose for which personal data are used?</p>		NO	
	<p><b>Consultation</b></p>		YES	The Resettlement project team have consulted extensively with Data Protection colleagues extensively for practical support and

	Consider how to consult with relevant stakeholders: Describe when and how you will seek individuals views- or justify why it's not appropriate to do so. Who else do you need to involve in NCC? Do you plan to consult Information security experts, or any other experts?			guidance. NCC has also consulted with partners around data sharing practices and implications.
Page 78  Individuals (data subjects)	Will the project:	Expanding customer base; Technology which must be used by individuals; Hidden or complex uses of data; Children's data		
	Affect an increased number, or a new group, or demographic of individuals (to existing activities)?		YES	UKRS resettles refugees in groups of families, who may arrive at any given point during the year. Consequently, the number of individuals and the amount of PII stored and processed will increase as more and more refugees arrive. This increase is anticipated and managed by NCC in a manner that conforms with existing data protection practices and polices.  December 2020 will mark the fifth anniversary of individuals arriving under the UKRS's prior incarnations (VPRS/VCRS), at which point PII pertaining to all such individuals will be cleansed.
	Involve a change to the way in which individuals may be contacted, or are given access to services or data? Are there any areas of public concern that you should factor in?		YES	It is possible that data processing may change the way in which an individual accesses a service; a given individual would be signposted to acute post-arrival medical attention if the MHA stated that this was needed.
	Affect particularly vulnerable individuals, including children?		YES	UKRS is designed to provide a secure route to safety for vulnerable individuals meeting specific vulnerability criteria, who have been displaced by conflicts around the world.
	Give rise to a risk that individuals		YES	PRAs sign a consent declaration in their country of asylum (ie, the country from which they are resettled into the UK), which

	may not know or understand how their data are being used?			authorises UNHCR to share all information and documentation pertaining to a given family. This declaration also authorises authorities receiving this information and documentation to further share with 'appropriate settlement service agencies' (statutory or otherwise), provided a confidentiality agreement exists between all parties.
Parties  Page 79	Does the project involve:	Outsources service providers; Business partners; Joint ventures		
	The disclosure of personal data to new parties?		YES	NCC works with numerous external agencies to deliver specialised aspects of UKRS. Data is disclosed on a strictly 'need-to-know' basis, therefore agencies receive only the data which is required for them to perform their task. It is possible that the exact make-up of these external agencies may change over time, according to service needs, capacities and other gaps.
	The involvement of sharing of personal data between multiple parties?		YES	NCC maintains relationships with a number of external providers, some of which will require a given level of information sharing to take place.
Data categories	Does the project involve:	Special personal data; Biometrics or genetic data; Criminal offences; Financial data; Health or social data; Data analytics: Note: the GDPR requires a DPIA to be carried out where there is processing on a large scale of special categories of data or of data relating to criminal convictions and offences		
	The collection, creation or use of new types of data?		YES	As part of case management, NCC monitors the wellbeing of families and their engagement with services. NCC maintains a 'RAG' register in partnership with NNRF, which outlines, categorises, prioritises and updates on issues resettled individuals may be facing.
	Use of any special or privacy-intrusive data involved?  <ul style="list-style-type: none"> <li>• Political opinions</li> <li>• Religious beliefs or philosophical beliefs</li> </ul>		YES	RRF outlines details which may include: Political opinions, religious beliefs, trade union membership, genetic data, biometric data, sexual life, prosecutions, medical data and criminal data.

Page 80	<ul style="list-style-type: none"> <li>• Trade union membership</li> <li>• Genetic data</li> <li>• Biometric data</li> <li>• Sexual life</li> <li>• Prosecutions</li> <li>• Medical data</li> <li>• Criminal data</li> </ul> <p>(Criminal data processing, i.e. criminal convictions, etc. also has special safeguards under Article 10)</p>			
	<p>New identifiers, or consolidation or matching of data from multiple sources?</p> <p>(For example a unique reference number allocated by a new management system)</p>		YES	Every family is allocated a unique reference number. This number is used as the primary identifier across various databases and records held by NCC.
Technology	New solutions:	Locator or surveillance technologies; Facial recognition; Note: the GDPR requires a DPIA to be carried out in particular where new technologies are involved (and if a high risk is likely)		
	Does the project involve new technology that may be privacy-intrusive?		NO	

Data quality, scale and storage	Data:	New data		
	Does the project involve changes to data quality, format, security or retention? What are the benefits of the processing?  i.e. will the new system have automatic retention features? Will the system keep the information in a safer format etc.?		NO	
	Does the project involve processing data on an unusually large scale?		NO	
Monitoring, personal intrusion Page 81	Monitoring:	Surveillance; GPS tracking; Bodily testing; Searching; Note: the GDPR requires a DPIA to be carried out where the project involves systematic monitoring of a publicly accessible area on a large scale		
	Does the project involve monitoring or tracking of individuals or activities in which individuals are involved?		YES	NCC monitors families' progress as they become settled. Attendance at ESOL is considered a mandatory requirement of resettlement, so we monitor this. NCC manages a 'RAG' register of families which categorises, outlines, prioritises and updates any case management issues. NCC also seeks to monitor the outcomes of any/all intervention packages for quality and learning purposes.
	Does the project involve any intrusion of the person?		NO	
Data transfers	Transfers	Transfers outside the EEA		
	Does the project involve the transfer of data to or activities within a country that has inadequate or significantly different data protection and privacy laws?		NO	UNHCR gathers data in the second country of a resettled individual's asylum and shares this with the Home Office, which then cascades to NCC from within the UK.

## 4. Legal Framework and Governance – Compliance

Ref.	Question	Response	Further action required (and ref. to risk register as appropriate)
<b>1. Applicable laws and regulation</b>			
1.1	Which data protection laws, or laws which impact data protection and privacy, will be applicable to the project?	<ul style="list-style-type: none"> <li>• General Data Protection Regulation 2016/679</li> <li>• Data Protection Act 2018</li> <li>• Human Rights Act 1998</li> </ul>	
1.2 Page 82	Are there any sector-specific or other regulatory requirements or codes of practice, which should be followed?	<ul style="list-style-type: none"> <li>• Local Government Act 1972</li> <li>• Localism 2011 s.1</li> <li>• 1951 UN Convention Relating to the Status of Refugees</li> <li>• 1967 UN Protocol Relating to the Status of Refugees</li> <li>• Asylum and Immigration Act 1996</li> </ul>	
<b>2. Organisation's policies</b>			
2.1	Is the project in compliance with the organisation's information management policies and procedures (including data protection, information security, electronic communications)?	Yes.	

2.2	Which policy requirements will need to be followed throughout design and implementation of the project?	Data Protection Policy Information Security Policy Records Management Policy	
2.3	Are any changes/updates required to the organisation`s policies and procedures to take into account the project?  <b>Note: new requirements for “Accountability” under the GDPR, including record-keeping, DPOs and policies</b>	Yes	<ul style="list-style-type: none"> <li>• Action plan in respect of data retention.</li> <li>• Review whether NCC standard policy is appropriate.</li> <li>• PRA has signed consent; not clear what other family members understanding of their rights is.</li> </ul>
<b>3. Training and roles</b>			
Page 83 3.1	Will any additional training be needed for staff in relation to privacy and data protection matters arising from the project?		<ul style="list-style-type: none"> <li>• NCC training and procedures compliant.</li> <li>• NNRF would benefit from more rigorous data practices.</li> </ul>

## 5. Personal Data Processing Compliance

Ref.	Question	Response	Further action required (and ref. to risk register as appropriate)
<b>1. Personal Data Processing</b>			
1.1	Which aspects of the project will involve the processing of personal data relating to living individuals?	<ul style="list-style-type: none"> <li>• Consideration of cases. Initial referral is anonymised, but often the full document is required for a decision.</li> <li>• Property matching. Effort is made to consider an individual's (and family's) whole life circumstances in deciding which properties are appropriate.</li> <li>• After arrival, individuals are monitored for safeguarding and case management purposes, in accordance with Home Office requirements.</li> </ul>	
1.2	Who is/are the data controller(s) in relation to such processing activities?	NCC	
1.3	Who is/are the data processor in relations to such processing activities?	NNRF	
<b>2. Fair and Lawful processing - GDPR Articles 5(1)(a), 6, 9, 12, 13</b>			
2.1	Which fair processing conditions are you relying on?  GDPR: Article 6(1) (legal basis for processing) and, for sensitive personal data, Article 9(2).	<p>6(1). <b>Choose at least one of the following for personal data, usually (e)</b>-(Cross out the rest)</p> <ul style="list-style-type: none"> <li>a) <del>Consent</del></li> <li>b) <del>Performance of contract</del></li> <li>c) <del>Legal obligation</del></li> <li>d) <del>Vital interests</del></li> <li>e) <b>Public interest / exercise of Authority</b></li> </ul> <p>9(2) Choose at least 1 for special data-usually g (cross the rest out)</p> <ul style="list-style-type: none"> <li>a)Explicit consent</li> </ul>	

- ~~b) Employment / social security /  
— social protection obligations~~
- ~~c) Vital interests~~
- ~~d) Non-profit bodies~~
- ~~e) Processing made public by data  
— subject~~
- ~~f) Legal claims~~
- ~~g) Substantial public interest~~
- ~~h) Health, social care, medicine~~
- ~~i) Public interest for public health~~
- ~~j) Archiving, statistics, historical research~~

**For any criminal Data**

Comply with Article 10 if it meets a  
condition in Part 1, 2 or 3 of Schedule 1.

- ~~• Employment, social security and  
social protection~~
- ~~• Health and social care purposes~~
- ~~• Public health~~
- ~~• Research~~
- ~~• Substantial public interest:~~
  - ~~• Statutory and government purposes~~
  - ~~• Equality of opportunity and treatment~~
  - ~~• Racial and ethnic diversity at senior  
levels of organisations~~
  - ~~• Preventing or detecting Unlawful Acts~~
  - ~~• Protecting the public against  
dishonesty etc~~
  - ~~• Regulatory requirements relating to  
unlawful acts and dishonesty etc~~
  - ~~• Journalism etc in connection with  
unlawful acts and dishonesty etc~~
  - ~~• Preventing fraud~~
  - ~~• Suspicion of terrorist financing or  
money laundering~~
  - ~~• Counselling~~

Page 85		<ul style="list-style-type: none"> <li>• Safeguarding of children and of individuals at risk</li> <li>• <del>Safeguarding of economic well-being of certain individuals</del></li> <li>• <del>Insurance</del></li> <li>• <del>Occupational pensions</del></li> <li>• <del>Political parties processing</del></li> <li>• <del>Disclosure to elected representatives</del></li> <li>• <del>Informing elected representatives about prisoners</del></li> </ul> <p>Additional Conditions</p> <ul style="list-style-type: none"> <li>• <del>Consent</del></li> <li>• Vital interests</li> <li>• <del>Personal data in the public domain</del></li> <li>• <del>Legal claims</del></li> <li>• <del>Judicial Acts</del></li> </ul>	
<p>Note: different conditions may be relied upon for different elements of the project and different processing activities. Also, the scope of special category data is wider under the GDPR, and in particular includes genetics &amp; biometric data, and sexual orientation.</p>			
2.2	How will any consents be evidenced and how will requests to withdraw consent be managed?	<ul style="list-style-type: none"> <li>• PRA in each case signs a declaration of consent for the UNHCR and other resettlement agencies (statutory or non-statutory) to share personal data.</li> <li>• Requests to withdraw consent would amount to a request to withdraw from the scheme. In this instance, NCC would cease any and all activities around the family, and would purge all relevant data.</li> </ul>	
<p>Note: new requirements for obtaining and managing consents within the GDPR.</p>			
2.3	Is the data processing under the project covered by fair processing information already provided to individuals or is a new communication needed (see also data	Attach privacy notice or provide a working link to the relevant privacy notice	It is unclear how information was conveyed pre-departure. As such there is a case for providing supporting messages

	subject rights below)?		around individual rights in respect of data.
Note: more extensive information required under the GDPR than under current law, and new requirements on how such information is provided. Also a general principle of “ <i>transparency</i> ”. It is important to assess necessity and Proportionality			
2.4	If data is collected from a third party, are any data protection arrangements made with such third party?	Yes	
2.5	Is there a risk of anyone being misled or deceived?	No	
2.6	Is the processing “fair” and proportionate to the need’s and aims of the projects?	Yes	
2.7	Are these purposes clear in privacy notices to individuals? (see above)	Yes	

<b>Page 197 Adequate, relevant and not excessive, data minimisation - GDPR Article 5(1)(c)</b>			
197	Is each category relevant and necessary for the project? Is there any data you could not use and still achieve the same goals?	Yes. No.	
Note: GDPR requires data to be “limited to what is necessary” for the purposes (as well as adequate and relevant).			
3.2	Is/can data be anonymised (or pseudonymised) for the project?	Each family has a unique identifying number, individuals may be referred to by initial, or by position within the family. Such instances are never linked to data such as addresses, etc	
<b>4. Accurate and up to date - GDPR Article 5(1)(d)</b>			
4.1	What steps will be taken to ensure accurate data is recorded and used?	NCC is reliant on third-party data collection in most instances. Where inaccuracies are noted, NCC will rectify these on existing systems and will feed back details of the inaccuracy. NCC endeavours to maintain up-to-date data records, and works closely with NNRF to maintain shared management tools,	

		such as the 'RAG' register.	
For example: checks when receiving/sending information from/to third parties, or transcribing information from oral conversations or handwritten documents, any automatic checks on information not meeting certain criteria.			
4.2	Will regular checks be made to ensure project data is up to date?	Data is regularly consulted and checked for accuracy as financial benchmarks are dependent on accurate records.	
<b>5. Data retention - GDPR Article 5(1)(e)</b>			
5.1	How long will personal data included within the project be retained?	Five years from date of arrival	
5.2	How will redundant data be identified and deleted in practice? Consider paper records, electronic records, equipment?	No paper records are retained. Electronic records are stored in various databases, which will be purged in line with the retention policy. Referral documentation, 'RAG' register and initial provision planning tools containing the most sensitive issues can simply be deleted or updated as applicable. Financial planning tools can be anonymised once all claims have been remitted.	Is there an argument for sharing exit data with other agencies in cases of concern?
5.3	Can redundant data be easily separated from data which still need to be retained?	Datapoints are captured in a sufficiently granular fashion as to enable this.	
<b>6. Data subject rights - GDPR Articles 12 to 22</b>			
6.1	Who are the relevant data subjects?	Refugees resettled in the UK under the UKRS.	
6.2	Will data within the project be within the scope of the organisation's subject access request procedure?	Yes	
6.3	Are there any limitations on access by data subjects?	All access would be in line with relevant NCC FOI/SAR policies	
6.4	Is any data processing under the project likely to cause damage or distress to data subjects? How are notifications from individuals in relation to damage and distress managed?	No	
6.5	Does the project involve any direct marketing to individuals? How are	No	



Page 90	<p>policy. Computers are locked in user absence, and stored securely in lockers outside working hours.</p> <ul style="list-style-type: none"> <li>Printed material containing sensitive data is retained only as long as required, and destroyed as confidential waste.</li> </ul>	Remote	Minimal	Low
		Remote	Minimal	Low


**Identify measures to Reduce Risk- Identify additional measures you could take to reduce or eliminate risks identified as medium or high risk that you have identified**

Risk	Options to reduce or eliminate risk	<b>Effect on risk</b> Eliminated/ Reduced or Accepted	<b>Residual risk</b> Low/Medium/High	<b>Measures approved</b> Yes/No
Personal data stored in digital form by NCC is accessed without authorisation	Files are password protected on multiple levels. Strong passwords are used. UKRS data is no more vulnerable than anything else on NCC servers.	Reduced	Medium	
Personal data in physical form is seen by an unintended recipient	NCC avoids using printed data to the greatest extent. As soon as any such documents have served their purpose, they are destroyed as confidential waste.	Reduced	Low	
Email could be sent to the wrong recipient	NCC encrypts all sensitive emails. Sensitive files are password-protected and sent via Cryptshare, with the password supplied by separate email. Autofill options are turned off to prevent accidental inclusion of extraneous email addresses.	Reduced	Low	

<b>8. Data processors - GDPR Article 28 &amp; direct obligations in other articles</b>				
8.1	Are any data processors involved in the project?	Yes		
8.2	What security guarantees do you have?	Signed ISA		
For example: specific security standards or measures, reputation and reviews				
8.3	Please attach the processing agreement			
For example: security terms, requirements to act on your instructions, regular audits or other ongoing guarantees Note: new requirements for the terms of contracts under the GDPR (much more detailed than current law).				
8.4	How will the contract and actions of the data processor be monitored and enforced?	Power to audit under the processing agreement.		
8.5	How will direct obligations of data processors be managed?	Under the processing agreement		
Note: New direct obligations for processors under the GDPR, including security, data protection officer, record-keeping, international data transfers.				
For example: fair & lawful, lawful purpose, data subject aware, security, relevance.				
<b>9. International data transfers - GDPR Articles 44 to 50</b>				
9.1	Does the project involve any transfers of personal data outside the European Union or European Economic	No		

	Area?		
9.2	What steps are taken to overcome the restrictions?	N/A	
For example: Safe Country, contractual measures, binding corporate rules, internal assessments of adequacy Note: GDPR has similar methods to overcome restrictions as under current law, but there are differences to the detail and less scope for an “own assessment” of adequacy.			
<b>10. Exemptions</b>			
10.1	Will any exemptions for specific types of processing and/or specific DP requirements be relied upon for the project?	No	
For example: crime prevention, national security, regulatory purposes Note: Exemptions under the GDPR to be assessed separately, and may be defined within additional EU or UK laws.			

## 6. Sign off and record outcomes

Item	Name	Date
Measures approved by: (project owner) This must be signed before the DP can sign off on the DPIA.	Amy Goulden	18/03/21
Residual risks approved by: (If accepting any residual high risk, consult the ICO before going ahead)	Amy Goulden	18/03/21
DPO advice provided: (DPO should advise on compliance, measures and whether processing can proceed)		
Summary of DPO advice:		
DPO advice accepted or overruled by		If overruled, you must explain your reasons
Comments:		
IT Security Officer: Where there are IT security issues		
IT Officer comments:		
SIRO Sign off: (For major projects)		
Consultation responses reviewed by:		
This DPIA will be kept under review by:		The DPO should also review ongoing compliance with DPIA



Home Office

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

## **Financial Year 2021-2022**

**Resettlement Operations**

**Lunar House**

**Croydon**

**CR9 2BY**

Date of issue 8 April 2021

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# TERMS AND CONDITIONS OF FUNDING

## 1. DEFINITIONS

- 1.1. An “**Adult**” for the purpose of the English language provision means a Refugee who is 19-years of age or older, or who turns 19 within the first twelve (12) Months of arrival in the UK.
- 1.2. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.3. The “**Authority**” means the Secretary of State for the Home Department acting through the Resettlement Operations on behalf of the Crown.
- 1.4. A “**Community Sponsor**” (or “**Sponsor**”) means a group or organisation which:
  - 1.4.1. exists and works for the benefit of the community rather than private shareholders, and
  - 1.4.2. is registered as either a charity (or from 2013 as a charitable incorporated organisation), or a community interest company, or is an individual or body falling within Section 10(2)(a) of the Charities Act 2011, and
  - 1.4.3. has been approved by the Authority to support Refugees brought to the UK through the Schemes, and
  - 1.4.4. can claim Funding to support English Language Provision for Adult Refugees as at Schedule 1 Part 6 and Void Costs at Annex E.
- 1.5. A “**Clause**” means the clauses in this Funding Instruction.
- 1.6. The “**Community Sponsorship Scheme**” means the programme developed by the Authority to enable a Community Sponsor to support Refugees for a period of twenty-four (24) Months following their arrival in the UK under The Schemes.
- 1.7. “**Critical Success Factors**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.8. “**Data Protection Legislation**” means (i) the General Data Protection Regulations (“UKGDPR”) 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.
- 1.9. The “**Data Sharing Protocol**” (or the “**DSP**”) means the set of principles detailed in Annex C 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.
- 1.10. “**Day**” means any calendar day Monday through Sunday (inclusive).

- 1.11. **“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.
- 1.12. **“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 2021 to 31 March 2022 and which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.13. **“ESOL”**<sup>1</sup> means a formal ‘English for Speakers of Other Languages’, or other equivalent formal language skill support.
- 1.14. **“ESOL Regional Coordinator”** means a person employed to co-ordinate delivery of Language Training for eligible migrants brought into their SMP Region through the Schemes.
- 1.15. **“Exceptional Costs”** means additional expenses incurred by a Recipient in supporting a Refugee 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. **“Formal Language Training”**<sup>2</sup> Formal Language Training” means the provision of ESOL that, where possible, should lead to Refugees attaining accredited qualifications from a provider regulated by an appropriate national body (i.e. OFQAL, SQA or Qualifications Wales). This also includes courses which do not themselves lead to an accredited qualification, but which help Refugees to later access a course which does lead to an accredited qualification. For instance, non-regulated provision offered by providers at pre-entry level, for which there are no accredited qualifications. All formal language training must meet the following key characteristics:
- 1.17.1. Their delivery is led by qualified tutors, and
- 1.17.2. They are appropriate to individual Refugee’s abilities as identified following a diagnostic assessment led by a qualified ESOL tutor, and
- 1.17.3. They follow agreed curricula<sup>3</sup>.
- 1.18. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.19. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Refugees for up to sixty (60) Months following their arrival in the UK and in accordance with the terms and outcomes of this Instruction.

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<sup>1</sup> Please also refer to the Guidance on Commissioning ESOL for further information

<sup>2</sup> Please also refer to the Guidance on Commissioning ESOL for further information

<sup>3</sup> Please also refer to [the Excellence Gateway](#) for further information on the ESOL national curriculum and Skills for Life Curriculum

- 1.20. **“Informal Language Training”**<sup>4</sup> means language training provision that does not have any or all of the characteristics described in 1.17 for example, it can take place in any location, may or may not have a pre-set curriculum and will usually be provided in a structured or semi-structured way, delivered by a range of people including volunteers. It can include confidence building, active citizenship and a whole host of leisure or community activities.
- 1.21. **“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.
- 1.22. **“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.
- 1.23. **“Law”** means any applicable law, statute, bye-law, 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.
- 1.24. The **“Local Administrator”** means a senior member of the Recipient’s staff who will act as the single point of contact for authorising access to the Recipient’s designated FSA within MOVEit.
- 1.25. A **“Month”** means a calendar month.
- 1.26. **“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.
- 1.27. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.28. **“Personal Data”** has the meaning given to it in UK Data Protection Legislation.
- 1.29. 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 Refugees.
- 1.30. **“Refugee”** means an eligible person who, regardless of their nationality, has
- 1.30.1. A been accepted as being in need of resettlement by the Authority following referral by the UN High Commissioner for Refugees (UNHCR),and
- 1.30.2. arrived in the UK having been admitted to the Schemes,
- 1.30.3. and has been resettled in England, Scotland or Wales.
- 1.31. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.32. **“The Schemes”** means any one of the UK government’s humanitarian relief programmes supporting Refugees where it has been determined that resettlement is in their best interests.

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<sup>4</sup> Please also refer to the Guidance on Commissioning ESOL for further information

- 1.33. **“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.
- 1.34. **“SMP”** means Strategic Migration Partner.
- 1.35. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.36. A **“Working Day”** means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

## 2. THIS INSTRUCTION

- 2.1. This Instruction consists of thirteen (13) Articles, one (1) Schedule, and seven (7) Annexes and replaces any funding instructions previously issued by the Authority providing financial contributions towards Recipients’ costs incurred supporting Refugees.
- 2.2. This Instruction provides Funding enabling a Recipient to support Refugees:
- 2.2.1. during the first twelve (12) Months following arrival in the UK, including Educational costs (YEAR 1) – Schedule 1, Part 1,
  - 2.2.2. during the subsequent forty-eight (48) Months (YEARS 2 – 5) – Schedule 1, Part 2,
  - 2.2.3. on the Community Sponsorship Scheme – Schedule 1, Part 3,
  - 2.2.4. improve their English language skills in order to assist with integration and improve employability – Schedule 1, Part 4, and
  - 2.2.5. with childcare needs to attend Formal Language Training – Schedule 1, Part 5.

## 3. SCOPE

- 3.1. Claims can be made under this instruction for refugees who have arrived in the UK under one of the following humanitarian resettlement schemes:
- 3.1.1. The UK Resettlement Scheme (UKRS) which started in March 2021. Its’ purpose is to resettle vulnerable refugees in need of protection from a range of regions of conflict and instability across the globe. Numbers resettled under it will be based on local authority capacity, and recovery from the COVID-19 pandemic. Unaccompanied children resettled under UKRS will (unless in exceptional circumstances) be treated in the same way as Unaccompanied Asylum-Seeking Children (UASC) for funding purposes, and local authorities who accept unaccompanied children under the Scheme will be reimbursed in accordance with the relevant year’s UASC Funding Instruction not this Instruction.

- 3.1.2. The Syrian Vulnerable Persons Resettlement Scheme (VPRS) which was launched in January 2014 and closed to new arrivals on 25 February 2021. VPRS provided sanctuary to those fleeing the Syrian conflict to neighbouring countries specifically Jordan, Iraq, Lebanon, Turkey and Egypt.
- 3.1.3. The Vulnerable Children's Resettlement Scheme (VCRS) which was launched in April 2016 and closed to new arrivals on 25 February 2021. VCRS was specifically designed to resettle vulnerable refugee children and their families from the Middle East and North Africa (MENA) region.
- 3.2. To further support these commitments, the Community Sponsorship Scheme has been developed enabling Sponsors to provide comprehensive wrap-around support to Refugees for a period of two (2) years, instead of the Recipient.
- 3.3. The Schemes' primary purpose is to resettle Refugees in a way that:
  - 3.3.1. Secures national security and public protection, and
  - 3.3.2. Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
  - 3.3.3. Delivers value for money for the UK tax payer.
- 3.4. The Schemes are run in partnership with the United Nations High Commission for Refugees (the 'UNHCR'). They demonstrate the UK's support for the UNHCR's global effort to relieve the humanitarian crisis through the provision of resettlement opportunities for vulnerable people into communities within the UK who:
  - 3.4.1. have registered with the UNHCR; and
  - 3.4.2. the UNHCR consider meet one of their resettlement submission categories<sup>5</sup>.
- 3.5. The Authority is responsible for identifying Refugees eligible for resettlement to the UK in liaison with the UNHCR.
- 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 Refugees for up to five (5) years after first arrival in the UK 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 Schemes' evaluation purposes must be able to demonstrate that the Funding has been committed in supporting Refugees and furthering the aims of the Schemes.

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<sup>5</sup> See Annex B

## 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 Refugees brought to the UK under the Scheme during the period 1 April 2021 to 31 March 2022.
- 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 Refugee 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 Refugee's need for confidentiality; and
  - 5.5.2. ensure that without the consent of a Refugee, details of that individual Refugee 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 Refugee) 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. Prior to departure for the UK, Refugees will have signed a consent form confirming their willingness to share personal data with executive bodies and relevant delivery partners. The Authority will retain these forms and will allow inspection by the Recipient as requested.
- 5.12. The Authority also expects the Recipient to share relevant information on the delivery of the Schemes and on Refugees 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
- 5.13. The UNHCR Resettlement Registration Form (RRF) or any other related document created by the UNHCR about a refugee must be shared only with delivery partners on a strict need to know basis.
- 5.14. The RRF and related documents must not be shared with the refugee concerned, nor with any other party outside of appropriate delivery partners, without the specific agreement of UNHCR London office.
- 5.15. 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.
- 5.16. 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.
- 5.17. 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.
- 5.18. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.

- 5.19. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in Annex C.
- 5.20. 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. Any funding issues resulting from a Refugee moving permanently from a participating local authority during the maximum sixty (60) Month term of the Funding are to be resolved between the Recipient and the relevant local authority.
- 6.3. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 6.4. 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

- 6.5. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, in order to avoid Overpayments.
- 6.6. 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

- 6.7. The Authority's responsibility for providing Funding under this Instruction will cease no later than the sixty (60) Month anniversary of the Refugee's arrival in the UK under the Schemes and Funding is not claimable for any support provided beyond this anniversary.
- 6.8. Payments may also cease where the Refugee:
- 6.8.1. dies,
  - 6.8.2. leaves the Recipient's area to live in another UK local authority area,
  - 6.8.3. indicates that they no longer wish to receive support under the Schemes,
  - 6.8.4. indicates that they are leaving the UK permanently,
  - 6.8.5. applies for some other Immigration status within the UK as advised by the Authority<sup>6</sup>, or

<sup>6</sup> Excepting instances where a Refugee requests a change in immigration status in accordance with the 1 July 2017 [policy announcement](#).

6.8.6. otherwise leaves or becomes ineligible for the Schemes.

- 6.9. In the event of any such occurrence under Clause 6.8, the Recipient must notify the Authority without delay.
- 6.10. For the purposes of Clause 6.7, the sixty (60) Month period will commence on the date of the Refugee's first arrival in the UK under the Schemes and will continue unbroken until the end of that sixty (60) Month period.
- 6.11. The Authority reserves the right to cease making payments through this Instruction if it has reasonable grounds to believe that the Refugee 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

- 6.12. Payments may also be made in order 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:
- Property Adaptations (see Annex D)
  - Property Void Costs (see Annex E)
  - Support for children with identified educational needs
  - Social Care provision
  - Universal Credit nominal top-up (see Schedule 1, Clause 1.6)
- 6.13. Before incurring Exceptional Costs, a Recipient shall seek agreement in writing from the Authority's Resettlement Local Authority 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 F.**
- 6.14. All applications will be assessed, and payments made, on a case-by-case basis:
- 6.14.1. There is no minimum or maximum amount that can be claimed.
- 6.14.2. Exceptional Costs cannot be claimed for support provided to a Refugee that would normally be funded through the per capita health or education funding or through welfare payments.
- 6.14.3. 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.
- 6.15. The Authority will periodically review the operation of the Exceptional Costs process and budget.

### General

- 6.16. Unauthorised spends that exceed the maximum stated Funding levels will not be reimbursed by the Authority.
- 6.17. In all instances, Funding received is to be pooled and managed across all the Refugees supported by the relevant Recipient.
- 6.18. The relevant Recipient will be the single point of contact for invoicing and payments.

- 6.19. 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.
- 6.20. 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 Refugee 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. Payments will be made within thirty (30) Days of receipt of a correctly-completed claim.
- 7.4. 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 Resettlement Local Authority Payments Team within one (1) Month of the Annex A response being sent, following reconciliation against the Authority's records.
- 7.5. 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.
- 7.6. 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 Resettlement Local Authority 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.
- 7.7. 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

**Supplier Address Details**

1. Registered Address
2. Credit Control/Finance Address

**Contact Details**

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

**Payment Details**

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

7.8. 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 7.7.

7.9. 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 relating to the support it provides to Refugees.

8.2. The Authority will require the Recipient to provide information and documentation regarding Refugees for monitoring and evaluation purposes.

8.3. This will include the provision of individual level information on Refugees 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 the outcomes from the additional ESOL funding, as set out in a template reporting form which will be provided by the Authority. At a minimum, the Recipient should ensure it provides reports detailing progress against the Critical Success Factors outlined in Schedule 1. 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 Scheme 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. Refugees to complain about the support and assistance provided by the Recipient,
- 10.7.2. Reporting and management of ‘cases of interest’<sup>7</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 “Supplier Code of Conduct”<sup>8</sup> 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 Refugees, 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.
- 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

<sup>7</sup> The Authority will provide guidance on ‘cases of interest’ upon request

<sup>8</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- 10.10.2. are suitable and of good character to provide support to Refugees. Consideration must be given to eligibility for Disclosure and Barring Service (DBS2) 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.
- 10.11. 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 CVs and/or 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 relevant Resettlement Local Authority Payments team at:

[ResettlementLAPaymentsTeam@homeoffice.gov.uk](mailto:ResettlementLAPaymentsTeam@homeoffice.gov.uk).

# SCHEDULE 1

## POST-ARRIVAL RESETTLEMENT SUPPORT

### 1. PART 1 – YEAR 1 STATEMENT OF OUTCOMES

#### Provision of accommodation:

- 1.1 The Recipient will arrange accommodation for arriving Refugees which:
  - 1.1.1 meets local authority standards, and
  - 1.1.2 will be available on their arrival, and
  - 1.1.3 is affordable and sustainable.
- 1.2 The Recipient will ensure that the accommodation is furnished appropriately. The Funding should not be used to procure luxury items: This means that 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 Refugees with additional luxury, white or brown goods through other sources of funding.
- 1.3 The Recipient shall ensure that the Refugees are registered with utility companies and ensure that arrangements for payments are put in place (no pre-pay coin or card meter accounts)<sup>9</sup>.
- 1.4 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.

#### Initial Reception Arrangements

- 1.5 The Recipient will meet and greet arriving Refugees from the relevant airport and escort them to their accommodation, briefing them on how to use the amenities.
- 1.6 The Recipient will ensure that Refugees are provided with a welcome pack of groceries on their arrival – the content of this pack should take into account the culture and nationality of the Refugee(s). The Recipient will provide an initial cash allowance for each Refugee of £200 – this is to ensure they have sufficient funds to live on while their claim for benefits is being processed. Where a Refugee is resettled in an area in which Universal Credit has been implemented, the Recipient may provide an additional one-off payment of up to £100 for each Refugee, if required. This should be claimed as an Exceptional Cost on the initial Annex A claim.

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<sup>9</sup> It is the Authority's preference that pre-pay coin or card meter accounts should not be used as these are generally more costly for the Refugee. Recipients seeking exceptions should liaise through the Authority's relevant Local Authority Contact Team.

## Casework Support

- 1.7 The Recipient should ensure that Refugees are provided with a dedicated source of advice and support to assist with registering for mainstream benefits and services, and signposting to other advice and information giving agencies – this support includes:
- 1.7.1 Assisting with the distribution of Biometric Residence Permits following arrival,
  - 1.7.2 Registering with local schools, or if Adults, English language and literacy classes (see paragraphs 1.21-1.28),
  - 1.7.3 Attending local Job Centre Plus appointments for benefit Assessments,
  - 1.7.4 Registering with a local GP, and other healthcare providers in line with identified medical needs,
  - 1.7.5 Advice around and referral to appropriate mental health services and to specialist services for victims of torture as appropriate,
  - 1.7.6 Providing assistance with access to employment.
- 1.8 The Recipient shall develop an overarching (or framework) support plan and bespoke support plans for each family or individual for the first twelve (12) Month period of their support to facilitate their orientation into their new home/area.
- 1.9 Throughout the period of resettlement support the Recipient shall ensure interpreting services are available. Any additional interpreting costs incurred, for example attendance at Job Centre Plus or Healthcare appointments, may be claimed as an Exceptional Cost, subject to the prior approval of the Authority.
- 1.10 The above outcomes will be provided through a combination of office-based appointments, drop in sessions, outreach surgeries and home visits (virtual or in person).
- 1.11 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of the Schemes' delivery.

### Requirements for Refugees with special needs/assessed community care needs:

- 1.12 In order to facilitate a Recipient's need to make additional arrangements, such as property adaptations (see also Annex E), for each Refugee identified as potentially having special needs/community care needs the Authority will ensure, as far as possible, that these needs are clearly identified and communicated to the Recipient a minimum of forty-two (42) Days prior to the arrival in the UK of the each Refugee.
- 1.13 Where special needs/community care needs are identified only after arrival in the UK, the Recipient will use its best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.
- 1.14 Where sensitive issues (including safeguarding issues or incidents of domestic abuse, violence or criminality) are identified pre-arrival by the Authority, the Authority will notify the Recipient immediately, and not longer than one (1) Day, after its receipt of the information.

### Provision of Education for U18s:

- 1.15 The Recipient has a statutory duty for ensuring educational places are available for of children of school age.
- 1.16 To support the Recipient in achieving this obligation, the Authority will pay Funding in respect of Refugees aged between 3 and 18 years (including those brought in under the Community Sponsorship Scheme) to meet the:
- 1.16.1 provision of education in state-funded establishments; and
  - 1.16.2 Recipient's statutory obligations regarding the assessment of Special Educational Needs & Disabilities (SEND), in respect of which the costs of the assessment will also be met on a case-by-case basis.
- 1.17 The Recipient shall be responsible for ensuring that the appropriate level of funding is paid to places of education (incl. schools, academies, free schools and Further Education colleges, as appropriate) who accept Refugees from the relevant age groups.
- 1.18 Further additional payments may also be made in order to cover necessary Exceptional Costs of social care, where compelling circumstances exist. These will be assessed and made on a case-by-case basis.

### English Language Provision for Adult Refugees

- 1.19 The purpose of language training is: to ensure that each Adult Refugee is able to progress towards the level of proficiency needed to function in their everyday life; to promote integration; and to support refugees to progress towards self-sufficiency, including accessing services or joining the workforce if they are seeking employment.
- 1.20 The Recipient shall undertake an assessment of each Adult Refugee's English language capability to determine their training needs; this assessment should take place at the earliest opportunity. The Adult Refugee should be made aware of their assessment level. The assessment should determine whether Formal Language Training is appropriate, and where Informal Language Training should be used to complement, or as a foundation for, Formal Language Training. As a minimum, Adult Refugees should be able to access conversational practice to consolidate/complement their Formal Language Training.
- 1.21 If Formal Language Training is deemed appropriate according to their assessment, the Adult Refugee should be able to access a minimum of eight (8) hours per week within one (1) Month of arrival. This should be provided to Adult Refugees until they have reached Entry Level 3 or for at least twelve (12) months after their arrival in the UK, (whichever is the sooner).
- 1.22 Different Adult Refugees will face different barriers to participating in Formal Language Training depending on their unique circumstances. There is, therefore, not a singular uniform activity that this Funding should be used for. Instead, the Recipient's use should be informed by the nature of existing local provision and by each Adult Refugee's specific circumstances and requirements. Possible activities include but should not be considered limited to:
- 1.22.1 Funding payments for mainstream Formal Language Training.

1.22.2 Commissioning discrete Formal Language Training classes for Adult Refugees or funding advanced levels of ESOL for those that have a higher level of English language proficiency.

1.22.3 Supporting the delivery of the minimum eight (8) hours provision per week (Part 1, paragraph 1.21 of this Schedule 1).

1.22.4 Language training supporting access to employment, further education or higher education.

1.22.5 Commissioning classes at the level which faces the greatest pressure in the area with the agreement that some of the Adult Refugees attend – along with other students – and with the agreement that the additional capacity created allows Adult Refugees at other levels to attend mainstream classes.

1.22.6 Funding evening and weekend classes.

1.22.7 Funding online resources to complement face to face ESOL provision.

- 1.23 The Funding is prioritised for participation in ESOL provision. However, if there is a lack of available provision, up to 25% of the Funding can be spent to increase ESOL infrastructure, and therefore future participation rates, where deemed absolutely necessary. ESOL infrastructure could include, for example, training ESOL teachers, buying equipment and resources and renting classroom space. The Recipient will be expected to report back on the proportion of spend on ESOL infrastructure.
- 1.24 For some Adult Refugees, attending Formal Language Training will be more challenging than for others. For example, they might have caring responsibilities, a disability or find attending Formal Language Training difficult. In these instances, it is important that steps are taken to address these barriers so the 25% ESOL infrastructure element of the Funding (as set out in para 1.23) can be used to support activities that help overcome accessibility barriers [childcare funding should be claimed separately, as described at Part 5].
- 1.25 The Recipient, however, should look to utilise other local or central funding sources or services, wherever possible.
- 1.26 In instances where Adult Refugees arrive outside term time, making immediate access to Formal Language Training difficult, alternative Informal Language Training should instead initially be provided within one (1) month of arrival.
- 1.27 The provision of Informal Language Training is also a suitable alternative in instances where a Refugee is assessed as being at pre-entry ESOL level or finds a Formal Language Training environment a barrier to accessibility, which cannot be resolved using the infrastructure funding set out in (para 1.23).
- 1.28 In such instances as 1.26 and 1.27, the Recipient should encourage the Adult Refugee to access Formal Language Training in the future. This is because Informal Language Training cannot provide accredited qualifications which are often necessary for accessing employment, further study or training.

- 1.29 Funding to support Adult Refugees' language training needs can be claimed through Part 4 of this Schedule 1 and this is a single payment to be claimed within the first 12 months of arrival.

### Funding and Claims Process

- 1.30 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 1.29, inclusive), on a standard per capita per annum rate for each Refugee as follows:

<b>YEAR 1 UNIT COSTS<sup>10</sup></b>					
	<b>Adult Benefit Claimant</b>	<b>Other Adults</b>	<b>Children 5-18</b>	<b>Children 3-4</b>	<b>Children U-3</b>
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Local Authority Costs	8,520	8,520	8,520	8,520	8,520
Education	0	0	4,500	2,250	0
<b>TOTALS</b>	<b>8,520</b>	<b>8,520</b>	<b>13,020</b>	<b>10,770</b>	<b>8,520</b>

- 1.31 Payments will be made based on the age of the Refugee on arrival in the UK.
- 1.32 Once these maxima have been reached, no further funding will be paid by the Authority to a Recipient save for any claims made in respect of Exceptional Costs (see Terms & Conditions, Clauses 6.12 and 6.13).
- 1.33 On the Day of a Refugee's arrival in the UK, the Recipient will be eligible to claim 40% of the total projected annual per capita amount for that person. The Recipient must make a claim on the standard claim form (Annex A).
- 1.34 The remainder will be due in two equal instalments at the end of the fourth (4<sup>th</sup>) and eighth (8<sup>th</sup>) Months following the Refugee's arrival in the UK.
- 1.35 The per capita tariff includes an element for the Recipient to cover up to fifty-six (56) Days (i.e. eight weeks) of void costs. The process for claiming additional / exceptional void costs is explained in Annex F.
- 1.36 Additional funding to meet the Recipient's SEND responsibilities for any Refugee will be met by the Authority on a case-by-case basis as an Exceptional Cost.
- 1.37 Where compelling circumstances exist, the Recipient may request additional funding for educational purposes in respect of Refugees who are 18 years or younger and who are in full-time education. Such requests will be considered on a case-by-case basis, as an Exceptional Cost, with the final decision on payment, duration and rate (which may be adjusted from time to time) to be set by the Authority.

<sup>10</sup> Payment values are valid only for the duration of this Funding Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

## 2. PART 2 – YEAR 2 TO 5 STATEMENT OF OUTCOMES

### Year 2 – 5 Funding

- 2.1 Year 2 – 5 Funding is intended as a contribution towards a Recipient's costs incurred supporting a Refugee's continued participation in the Schemes.
- 2.2 To maximise flexibility, it will be for the Recipient to determine the best use of Funding claimed to support Refugees on their journey towards integration and self-sufficiency. Support should include (but not be limited to) ongoing integration into the communities into which a Refugee has been resettled; progress towards and in to employment (which may include tailored employment support and sector specific formal or informal language training) social care costs for adults and children; or, additional educational support.
- 2.3 The Recipient should be able to explain how they are supporting Refugees and furthering the aims of the Schemes by documenting the type(s) of support provided.

### Funding and Claims Process

- 2.4 The Recipient may claim Funding from the first anniversary (i.e. 12-Months) following a Refugee's arrival in the UK under the Schemes, and for each subsequent year until the end of the fifth year.
- 2.5 The key principles of the Funding are that it:
- 2.5.1 provides a per Refugee annualised tariff (see table 2.6),
  - 2.5.2 is not ringfenced,
  - 2.5.3 supports programme evaluation and reporting, and
  - 2.5.4 can be pooled across all Refugees a Recipient is supporting.
- 2.6 A maximum of four (4) annual flat rate payments may be claimed by a Recipient for each Refugee supported:

<b>YEAR 2 TO 5 - UNIT COSTS <sup>11</sup></b>				
Timeframe	13-24 months	25-36 months	37-48 months	49-60 months
Rate	£5,000	£3,700	£2,300	£1,000

- 2.7 The Authority will only approve one claim per Refugee per annum.
- 2.8 No further Funding will be paid by the Authority to a Recipient apart from for any claims made in respect of Exceptional Costs (see Terms & Conditions, Clauses 6.12 and 6.13).
- 2.9 All claims for Year 2 – 5 Funding must be submitted during the second financial quarter (i.e. from 1 July, but in all cases by 30 September) in the same year: late returns may result in payment requests being delayed or refused. Payment will only be made to recipients for refugees who are resident in the local authority area on the date of 30 September. If the refugee is not resident on that date, then payment will be refused. Once satisfied that a payment request has been correctly submitted, the Authority will endeavour to make payments of Funding

<sup>11</sup> Payment values are valid only for the duration of this Funding Instruction; future years are indicative and may, from time to time, be adjusted by the Authority

due during the third quarter of the same financial year (i.e. from 1 October, but no later than 31 December).

- 2.10 Funding will be by means of a single annual payment to be claimed at the times as detailed in the following table:

<b>YEARS 2-5 FUNDING – PAYMENT PROFILE FOR VPRS &amp; VCRS ARRIVALS</b>				
<b>Arrivals between</b>	<b>Claim funding for</b>			
	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
22/09/15 - 30/09/15	31/12/2016	30/09/2017	30/09/2018	30/09/2019
01/10/15 - 31/12/15	31/12/2016	30/09/2018	30/09/2019	30/09/2020
01/01/16 - 30/09/16	30/09/2017	30/09/2018	30/09/2019	30/09/2020
01/10/16 - 30/09/17	30/09/2018	30/09/2019	30/09/2020	30/09/2021
01/10/17 - 30/09/18	30/09/2019	30/09/2020	30/09/2021	30/09/2022
01/10/18 - 30/09/19	30/09/2020	30/09/2021	30/09/2022	30/09/2023
01/10/19 – 30/09/20	30/09/2021	30/09/2022	30/09/2023	30/09/2024
01/10/20 – 28/02/21	30/09/2022	30/09/2023	30/09/2024	30/09/2025

<b>YEARS 2-5 FUNDING – PAYMENT PROFILE FOR UKRS ARRIVALS</b>				
<b>Arrivals between</b>	<b>Claim funding for</b>			
	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
01/03/21 – 28/02/22	31/08/2023	31/08/2024	31/08/2025	31/08/2026

### 3. PART 3 –STATEMENT OF OUTCOMES FOR RECIPIENTS IN RELATION TO COMMUNITY SPONSORSHIP

- 3.1 A key aspect of the Community Sponsorship Scheme (the ‘Schemes’) is the requirement for each approved Sponsor to have the support of their relevant statutory authorities, including the Recipient.

#### Reimbursement for Education Costs

- 3.2 In accordance with their statutory duty, a Recipient shall be entitled to claim Funding towards educational costs incurred supporting children of school age up to the following maximum per capita rates:

UNIT COSTS (£GBP) FOR SCHEMES <sup>12</sup>					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
<b>YEAR 1</b>					
Education	0	0	4,500	2,250	0

- 3.3 The Recipient shall be responsible for ensuring that the appropriate level of funding is paid to places of education (incl. schools, academies, free schools and Further Education colleges, as appropriate) who accept Refugees from the relevant age groups.
- 3.4 The Recipient may request additional funding for educational purposes in respect of supported Refugees who are 18 years or younger and who are in full-time education, where compelling circumstances exist. Such requests will be considered on a case-by-case basis, with the final decision on payment, duration and rate (which may be adjusted from time to time) to be set by the Authority.

#### Reimbursement for other Support Costs during Years 1 and 2

- 3.5 If, for any reason, a Sponsor is unable to fulfil its obligations in delivering the Schemes, the Recipient will be required to step-in and provide the necessary support through:
- 3.5.1 The first twelve (12) Months (Year 1), including the provision of accommodation, casework support, education (incl. Language Training), and social care, as described in Part 1 of this Schedule, and
- 3.5.2 The second twelve (12) Months (Year 2), the provision of accommodation and any other support as the Recipient deems appropriate, as described in Part 2 of this Schedule.
- 3.6 Where a Sponsor becomes unable to fulfil their contractual obligations, or otherwise support the Refugees, a Recipient may also be eligible to claim Funding for each Refugee supported up to the following maximum standard per capita rates:

<sup>12</sup> Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

<b>UNIT COSTS (£GBP) FOR SCHEMES<sup>13</sup></b>					
	<b>Adult Benefit Claimant</b>	<b>Other Adults</b>	<b>Children 5-18</b>	<b>Children 3-4</b>	<b>Children U-3</b>
<b>YEAR 1</b>					
Resettlement Costs	8,520	8,520	8,520	8,520	8,520
<b>YEAR 2</b>					
Resettlement Costs	5,000	5,000	5,000	5,000	5,000

- 3.7 It is recognised that a Sponsor may already have fulfilled some of their obligations with respect to a Refugee's support requirements. It will, therefore, be for the Recipient to assess and determine each Refugee's needs against the outcomes described in Part 1 and Part 2 of this Schedule 1.
- 3.8 The exact value of the Funding and timing of the payment will be determined on a case by case basis depending on the circumstances of each Refugee for whom the Recipient is claiming.
- 3.9 Funding up to the maxima noted will be dependent on the length of time for which the Recipient is required to provide support for the Refugee. Typically, this will be:
- 3.9.1 More than six (6) Months – full value
- 3.9.2 Less than six (6) Months – 50% of the value

#### **Funding for Years 3 to 5**

- 3.10 A Recipient will be eligible to claim for contributions to costs under the relevant time periods described in Part 2 of this Schedule 1 to be determined on a case by case basis.

<sup>13</sup> Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

## 4. PART 4 – ACCESS TO ESOL: STATEMENT OF OUTCOMES FOR ADDITIONAL FUNDING TO SUPPORT ENGLISH LANGUAGE PROVISION FOR ADULT REFUGEES

### Increasing Access to Language Training

- 4.1 The Funding is primarily intended to increase Adult Refugees' access to Formal Language Training appropriate to their ability and needs.
- 4.2 It can also be used to support Informal Language Training (Part 1, paragraph 1.27 of this Schedule 1).
- 4.3 In line with existing good practice guidance on resettlement, it is intended that this Funding be used in a way that promotes integration and the journey towards self-sufficiency.

### Critical Success Factors

- 4.4 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. These Critical Success Factors are:
- 4.4.1 payments received,
- 4.4.2 split of spend on participation and spend on non-participation (detailed in Part 1, paras 1.23 -1.24 of this Schedule)
- 4.5 In addition, Recipients should report on the following:
- 4.5.1 To what extent has the Funding increased local capacity to deliver ESOL? Have there been any delivery barriers which this Funding has not been able to overcome?
- 4.5.2 To what extent has the Funding improved access to ESOL? Have there been any accessibility barriers which this funding has not been able to overcome?
- 4.5.3 To what extent has the funding helped improve Adult Refugees' integration and progress towards self-sufficiency, including in the workplace?
- 4.6 The Recipient will be expected to report on these success measures through the annual End of Year monitoring process.

### Funding and Claims Process

- 4.7 A per capita payment may be claimed for each Adult Refugee provided with language training by the Recipient at the following standard rate:

Unit Costs (£GBP) <sup>14</sup> (see para 4.11 below)	
Adult Refugee (aged 19+ on arrival)	£850 – claim on arrival
Adult Refugee (aged 18+ on arrival)	£850 – claim once refugee attains 19 years

- 4.8 Community Sponsors will claim these per capita payments for refugees they support.
- 4.9 A Recipient may 'pool' any Funding claimed, at a local or regional level, so as to maximise its ability to effectively identify individuals' language training requirements,

<sup>14</sup> Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

be responsive to these needs through the most appropriate delivery arrangements and range of providers within a local area.

- 4.10 Following a Refugee being assessed as eligible (Part 1, paragraph 1.22 of this Schedule 1) the Recipient will be able to claim.
- 4.11 The Recipient must make a claim on the standard claim form (Annex A) in order to receive payment. ESOL should be inserted in column O of the Annex and the standard tariff of £850 inserted in column P against each Refugee for whom the Funding is being claimed.
- 4.12 Claims for the £850 ESOL employability funding may be claimed for each adult refugee who on arrival are 19 years + or reach the age of 19 years within the first 12 months of arrival in the UK.

## 5. PART 5 – ACCESS TO ESOL: STATEMENT OF OUTCOMES FOR CHILDCARE SUPPORT

### Outcomes

- 5.1 The Authority recognises that Refugees face barriers to participating in Formal Language Training activity, in particular the provision of childcare.
- 5.2 Delays in starting to learn English upon arrival make it more difficult for Refugees (in particular, women with families) to integrate and become self-sufficient: Removing this barrier is a key to assisting Refugees effectively settling into their new community.
- 5.3 The Authority is making Funding available to help Recipients, whether receiving authorities and/or regional co-ordination bodies (i.e. Strategic Migration Partnerships), across the UK to address this problem.
- 5.4 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure to overcoming childcare barriers whilst Refugees participate in ESOL training.
- 5.5 Access to the Funding will require potential Recipients to submit project proposals intended to break down these barriers using the application form which can be obtained from [ESOLChildcare@homeoffice.gov.uk](mailto:ESOLChildcare@homeoffice.gov.uk)
- 5.6 Projects could provide:
  - 5.6.1 traditional forms of childcare such as crèches or playgroups, or
  - 5.6.2 existing childcare providers with support to deliver English language training in addition to their existing services, or
  - 5.6.3 more innovative approaches such as providing family learning events to help adults learn English when they are unwilling or unable to leave their children. This does not include digital ESOL delivery. This list is not exhaustive. Further guidance on Eligible and Ineligible expenditure can be provided by the Home Office on request. Consideration should also be given to how Refugees supported by Community Sponsors may benefit from "Access to ESOL: Childcare Support Funding.

## Funding and Claims

- 5.7 Depending on the number of bids submitted the Authority may limit the amount of funding available to each region to ensure a fair distribution of funds.
- 5.8 Details of how to make claims for ESOL childcare can be obtained from [ESOLChildcare@homeoffice.gov.uk](mailto:ESOLChildcare@homeoffice.gov.uk)

	<b>Maximum UK-wide Funding available for Access to ESOL (Childcare) projects<sup>15</sup></b>
Access to ESOL childcare funding	2021/22 £600,000

## Critical Success Factors

- 5.9 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. The Critical Success Factor is:
- 5.9.1 Total number of individuals accessing ESOL as a result of this funding.
- 5.10 In addition, Recipients should report on the following:
- 5.10.1 Number of ESOL classes attended which could not have been attended without access to childcare funding.
- 5.10.2 Have there been any accessibility barriers related to childcare which this funding has not been able to overcome?
- 5.10.3 Any additional evidence of the benefits to those participating.
- 5.11 The Recipient will be expected to report on these success measures through the annual End of Year monitoring process. The Authority may also request additional monitoring and evaluation information outside of this process, including for instance case studies illustrating how it has been beneficial on an individual basis.
- 5.12 If you have any questions about this funding stream, please contact: [ESOLChildcare@homeoffice.gov.uk](mailto:ESOLChildcare@homeoffice.gov.uk)

<sup>15</sup> Payment values are valid only for the duration of this Memorandum; future years are indicative and may, from time to time, be adjusted by the Authority

## 6. PART 6 – COMMUNITY SPONSORSHIP ACCESS TO FUNDING

### Reimbursement for Additional Funding to Support English Language Provision for Adult Refugees

- 6.1 Community Sponsors can claim Additional Funding to support English Language provision for Adult Refugees as per Part 4, paras 4.7 to 4.12 of this Schedule.

<b>UNIT COSTS (£GBP) FOR SCHEMES</b>	
Adult Refugee (aged 19+ on arrival)	£850 – claim on arrival
Adult Refugee (aged 18+ on arrival)	£850 – claim once refugee attains 19 years

# ANNEX A – EXPENDITURE CLAIM PRO-FORMA

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

- VPRS Annex A – Year 1 initial claim
- VPRS Annex A – Year 1 subsequent claims
  
- VCRS Annex A – Year 1 initial claim
- VCRS Annex A – Year 1 subsequent claims
  
- UKRS Annex A – Year 1 initial claim
- UKRS Annex A – Year 1 subsequent claims
  
- VPRS Annex A – Years 2 to 5
  
- VCRS Annex A – Years 2 to 5
  
- Exceptional Costs claim form

# ANNEX B – UNHCR RESETTLEMENT SUBMISSION CATEGORIES

The Authority is responsible for identifying suitable Refugees for resettlement to the UK under the Vulnerable Persons Resettlement Scheme in liaison with the United Nations High Commission for Refugees (UNHCR) based upon the following seven resettlement submission categories<sup>16</sup>:

- Legal and or Physical Protection Needs
- Survivors of Torture and/or Violence
- Medical Needs
- Women and Girls at Risk
- Family Reunification
- Children and Adolescents at Risk\*
- Lack of Foreseeable Alternative Durable Solutions

## \*UNHCR's Categories of Children and Adolescents at Risk

- **Unaccompanied children (UAC):** are those children who have been separated from both parents and other relatives and are not being cared for by an adult who, by law or custom, is responsible for doing so.
- **Separated children (SC):** are those separated from both parents, or from their previous legal or customary primary care-giver, but not necessarily from other relatives. These may, therefore, include children accompanied by other adult family members.
- **Children without legal documentation:** This would include children without legal documentation to prove their legal identity, and who may be particularly vulnerable and considered for resettlement, including:
  1. children aged 0-4 year who lack evidence of their birth (no birth certificate, no birth notification passport or family booklet), and where one parent is not present (in particular, where the parent who has the right to pass nationality is not present), or
  2. children aged 12-17 who lack documentation to prove their age and who face other protection risks (child labour, child marriage, child recruitment, children detained or in conflict with the law) who are at particular risk because they lack proof of their status as children and are therefore unable to prove their right to age-specific child protections under the law.
- **Children with specific medical needs:** Child with serious medical condition is a person below the age of 18 that requires assistance, in terms of treatment or provision of nutritional and non-food items, in the country of asylum.

<sup>16</sup> As defined in the UNHCR's Resettlement Handbook (<http://www.unhcr.org/46f7c0ee2.pdf>)

- **Children with disabilities:** A child with disability is a person below the age of 18 who has physical, mental, intellectual or sensory impairments from birth, or resulting from illness, infection, injury or trauma. These may hinder full and effective participation in society on an equal basis with others.
- **Child carers:** The Child Carer category includes a person below the age of 18, who is not an unaccompanied child and who has assumed responsibility as head of household. This could include, for example, a child who still lives with his/her parents, but has taken on the role of caring for them (and possible siblings) due to the fact that the parents are ill, disabled, etc.
- **Children at risk of harmful traditional practices, including child marriage and female genital mutilation:** Person below the age of 18 years of age who is at risk of, or is a victim/ survivor of a harmful traditional practice. Every social grouping has specific traditional practices and beliefs, some of which are beneficial to all members while others are harmful to a specific group, such as women. Such harmful traditional practices include for instance, female genital mutilation, early marriage, dowry price, widow inheritance, female force feeding, witch hunting, female infanticide, son preference and its implications for the girl child. Depending on the circumstances, certain forms of male circumcision, scarring or tattooing fall also under this category.
- **Child labour:** Includes children engaged in:
  - (i) the worst forms of child labour: Person below the age of 18 who is engaged in the worst forms of child labour, which include all forms of slavery or practices similar slavery (such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict); the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances; the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties; work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children; and
  - (ii) other forms of child labour: Person below the age of 18 who is engaged in forms of child labour other than the worst forms, such as work that is likely to be hazardous or to interfere with his/her education, or to be harmful to his/her health or physical, mental, spiritual, moral or social development. UNICEF defines child labour as work that exceeds a minimum number of hours, depending on the age of a child and on the type of work. Such work is considered harmful to the child: ages 5-11: at least one hour of economic labour or 28 hours of domestic labour per week; ages 12-14: at least 14 hours of economic labour or 28 hours of domestic labour per week; ages 15-17: at least 43 hours of economic or domestic work per week.
- **Children associated with armed forces or armed groups:** are persons below the age of 18 who are or have been recruited into, or used by, an armed force or armed group in any capacity, including as fighter, cook, porter, messenger, spy, or for sexual purposes or forced marriage. It does not only refer to a child who is taking or has taken a direct part in hostilities.
- **Children in detention and/or in conflict with the law:** Person below the age of 18 who is, or has been, charged or convicted for an infringement of the law.

- ***Children at risk of refoulement<sup>17</sup>***: Person below the age of 18 who is at risk of being returned to the frontiers of territories where his/her life or freedom would be threatened, or where he/she is at risk of persecution for one of more grounds of the 1951 Refugee Convention, including interception, rejection at the frontier or indirect *refoulement*.
- ***Children at risk of not attending school***: Person below the age of 18 who is unable or unwilling to attend school or is at heightened risk of interruption or discontinuation of his/her education.
- ***Children survivors of (or at risk of) violence, abuse or exploitation, including Sexual and Gender-Based Violence (SGBV)***: Person below 18 years of age, who is at risk of physical and/or psychological violence, abuse, neglect or exploitation. The perpetrator may be any person, group or institution, including both state and non-state actors.

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<sup>17</sup> Refoulement means the expulsion of persons who have the right to be recognised as refugees.

# ANNEX C – DATA SHARING PROTOCOL (DSP)

## 1. 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.<sup>1</sup>

## 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 Refugee 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 Refugees 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](mailto: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 Refugees.
- 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 Refugee:
- 5.1.1 UNHCR Resettlement Registration Form (RRF)
  - 5.1.2 IOM Migration Health Assessment form (MHA)
  - 5.1.3 UNHCR Best Interest Assessments and Determinations
  - 5.1.4 IOM Pre departure Medical Screening Form (PDMS) and Pre-Embarkation Certificate (PEC)
- 5.2 The above documents will contain the following personal information on a Refugee:

### **UNHCR Resettlement Registration Form (RRF)**

- Biographic data for each Refugee including marital status, religion, ethnic origin, contact details in host country;
- Education, skills and employment summary;
- Known relatives of the principal applicant and spouse not included in referrals submission;
- Summary of the Basis of the Principal Applicant's Refugee Recognition<sup>2</sup>;
- Need for resettlement<sup>3</sup>;
- Specific needs assessment<sup>4</sup>;
- The number of people within a family due to be resettled, age and gender or family members;
- The language spoken;

- Ability to communicate in English; and
- Any known specific cultural or social issues<sup>5</sup>.

### **MHA Form**

- Consent from Refugee to conduct a medical examination;
- Consent from the Refugee to Medical Advisors to disclose any existing medical conditions to the Authority necessary for the resettlement process<sup>6</sup>.

### **Best Interest Assessments and Determinations**

- Information about any particular safeguarding circumstances and an assessment of the best interests of the individuals affected<sup>7</sup>.

### **PDMS Form and PEC**

- Biographic data for each refugee that requires this form;
- Medical information in relation to the refugee including medical history, updates on treatments and medication, on-going care requirements.

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<sup>2</sup>Classed as special category data under UK Data Protection Legislation.

<sup>3</sup>Classed as special category data under UK Data Protection Legislation.

<sup>4</sup>Depending on the content, this could be classed as potentially special category data under UK Data Protection Legislation.

<sup>5</sup>Depending on the content, this could be classed as potentially special category data under UK Data Protection Legislation.

<sup>6</sup>Classed as special category data under UK Data Protection Legislation.

<sup>7</sup>Depending on the content, this could be classed as potentially special category data under UK Data Protection Legislation.

## **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 Refugee'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 Refugee'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 guide-lines 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 REFUGEE'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 Refugee 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 Refugees 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 D – PROPERTY ADAPTATIONS FOR REFUGEES

'In principle' approval would need to be sought from the Resettlement Local Authority Payments Team in advance of any work being undertaken. Costs would be expected to be in line with average costs for each adaptation shown in the table above. The Schemes will consider reasonable property adaptation reversal costs – approval would need to be sought from the Resettlement Local Authority Payments Team prior to any work.

Property adaptations for Refugees who have mobility issues are divided into two categories:

- a) minor adaptations which are included within the tariff rate, and
- b) major adaptations which may be paid for from the Exceptional Cases fund.

## Minor adaptations

These are works that do not need any structural changes to the property including:

- grab rails
- stair rails
- lever taps
- level access thresholds
- half steps to doors
- flashing/vibrating doorbells/smoke alarms, and
- over bath showers.

These would be paid for from the standard tariff for each Refugee.

## Major adaptations

These are works that do need structural changes to the property and can include:

Adaptation	Estimated average cost (£GBP)
level access shower facilities	£3,500
Stairlifts	£1,500 (Straight) – £5,000 (Corners)
Ramps	£500 to £1000
changing the height of kitchen work surfaces	£2000
adapting your home for wheelchair use such as widening doorways	£600 - £800 per door
ground floor bathroom/bedroom facilities	£2000 to £3000

These may be funded by the exceptional cases fund following an assessment by an occupational therapist or similarly qualified person. The maximum that can be spent on any property is £30,000 and should not include extensions.

If a grant is made available for adapting a Social or Private Rented property the landlord is required to make the property available for letting by the tenant for a period of five (5) years upon completion of the work, in line with the Disabled Facility Grant arrangements.

## ANNEX E – VOID COSTS FOR FOUR BEDROOM PROPERTIES

Local authorities are already able to use the Year One tariff (see Schedule 1, Part 1) to pay for a period of void costs. To reflect this, fifty-six (56) Days void costs ('voids') are already built into the tariff to enable Recipients to secure properties before Refugee families arrive.

The Authority understands the supply challenges associated with securing four (4) or more bedroom properties in particular. To support Recipients and Community Sponsors to secure these properties when they become available, the Authority has agreed to fund an additional twenty-eight (28) Days voids as an Exceptional Cost outside of the tariff. This will bring the total period of voids covered up to eighty-four (84) Days.

### Criteria

Recipients are able to submit an Exceptional Costs claim to pay for up to an additional twenty-eight (28) Days voids for four (4) bedroom properties only.

Claims can be submitted for costs accrued from 1 April 2016. They must be accompanied by evidence demonstrating excess voids were incurred over and above the tariff fifty-six (56) Days, up to a maximum of an additional twenty-eight (28) Days.

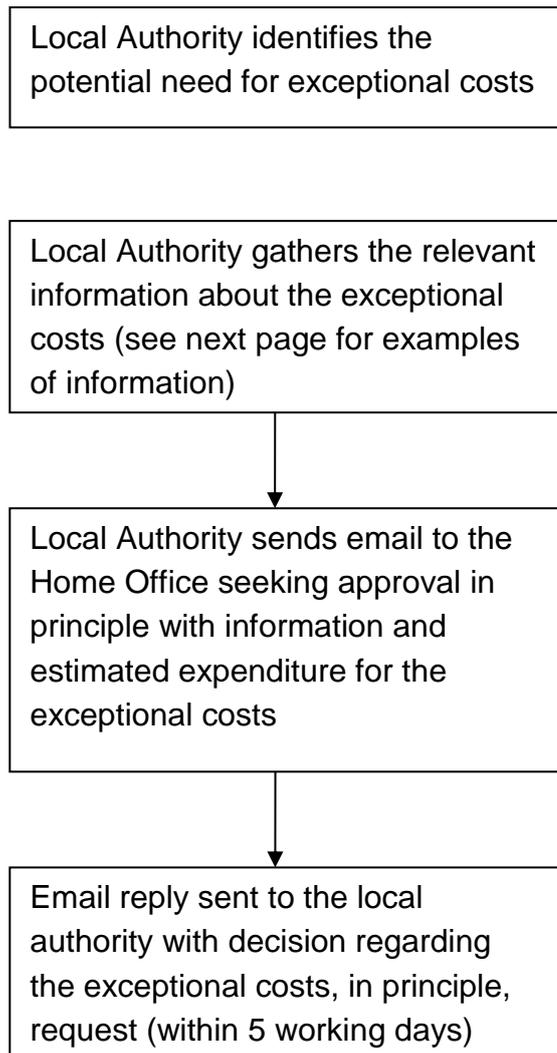
The Authority will also consider other voids in exceptional circumstances, such as non-arrival of a family after the property has been secured.

Recipients are asked to contact their regional contact officer to discuss if they believe exceptional circumstances apply.

# ANNEX F – GUIDE TO CLAIMING EXCEPTIONAL COSTS

In most circumstances 'In principle' approval would need to be sought from the Resettlement Local Authority Payments Team in advance of any work being undertaken. Where there is an urgency, please contact the Resettlement Payment Team lead.

## Approval in principle



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

## Examples of supporting information

### Property adaptations

- Information about the need for the adaptations e.g. OT assessment, other medical information.
- Estimate of cost of each adaptation – at least two estimates should be supplied, to demonstrate that the best value for money has been achieved.

### Void costs

- Remember the tariff includes funding to cover the first 56 days for property rental.
- Reason for claiming additional void costs.
- Evidence of expenditure e.g. rent invoices.
- Evidence of the date that the property was acquired for resettlement.

### SEND costs

- Information about the specific client needs, supported by Education, Care and Health Assessment (ECHA), Special Educational Needs Co-ordinator (SENCO) report or similar. Include details of what is being requested.
- Cost of dedicated teaching support.
- Advertisement for the teaching support.
- Details and estimated costs of any specialist equipment, providing estimates to show best value for money.

### Social Care costs

- OT and medical assessments.
- Details and estimated costs of specialist care.
- Details and estimated costs of any specialist equipment, providing estimates to show best value for money.

## Processing an exceptional cost claim

- Once expenditure has occurred, local authority may submit claim for pre-approved exceptional costs.

- Local Authority completes “Exceptional Costs” claim form.
- Claim submitted with the all the evidence of expenditure, either by email to [ResettlementLAPaymentsteam@homeoffice.gov.uk](mailto:ResettlementLAPaymentsteam@homeoffice.gov.uk) (if no personal information); or
- Via MOVEit SRP Annex A account.

- Resettlement 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 G - Record of changes to these Funding Instruction (to previous published version)

Page/paragraph number	Details of change
Throughout the Funding Instruction	Deletion of “Beneficiaries” and replaced with “Refugees”
Front page	Date of issue
Page 5 Para 1.4	Addition of 1.4.4 “Can claim Funding to Support English Language Provision for Adult Refugees as at Schedule 1 Part 6 and Void costs at Annex E.”
Page 5 Para 1.6	Change to definition of “Community Sponsorship Scheme”
Page 5 Para 1.8	Addition of “UK” Deletion of “2016/17”
Page 6 Para 1.12	New definition of “Eligible Expenditure”
Page 7 Para 1.28	Addition of new definition “Personal Data”
Page 7 Para 1.30	Change of definition for “Refugee”
Page 7 Para 1.31	Deleted
Page 8 Para 1.33	New definition of “The Schemes”
Page 8 Para 1.34	New definition of “Staff”
Page 8 Para 1.35	New definition “Third Party” added
Page 9 Para 3.1	Re-written clause
Page 9 Para 3.1.1	New definition of “ Scope”
Page 9 Para 3.1.2	Re-written clause
Page 10 Para 3.1.3	Re-written clause
Page 10 Para 4.4	Re-written clause to remove “some of the most”

<b>Page 10 Para 5.4</b>	New clause
<b>Page 10 Para 5.7</b>	Re-written clause to include further information on Data Protection Legislation.
<b>Page 17 Para 10.1</b>	Re-written clause to remove “the regulation as transposed into national Law from the EU Directives on Public Procurement (2014) i.e.”
<b>Page 25 Para 2.2</b>	Re-written clause
<b>Page 27 Para 2.10</b>	Revision to Years 2 – 5 Funding Payment Profile for VPRS & VCRS arrivals.
<b>Page 27 Para 2.10</b>	Addition of table for Years 2 – 5 Payment Profile for UKRS arrivals
<b>Page 28 Part 3</b>	Change of title to “Statement of Outcomes for Recipients in relation to Community Sponsorship”
<b>Page 31 Para 4.8</b>	Addition of new clause
<b>Page 31 Paras 5.5 &amp; 5.10</b>	Change of email address
<b>Para 31 Para 5.6</b>	Addition to clause  “This does not include digital ESOL delivery.  This list is not exhaustive. Further guidance on Eligible and Ineligible expenditure can be provided by the Home Office on request.”
<b>Page 32 Part 6</b>	Addition of new Part 6 “Community Sponsorship Access to Funding”
<b>Page 33 Annex B</b>	Deletion of reference to the Vulnerable Children’s Resettlement Scheme
<b>Page 38 Annex C</b>	Addition of “UK” to Data Protection Legislation references in this annex.

<b>Page 38 Footnote</b>	Deletion of footnote
<b>Page 41 Para 7.2</b>	Deletion of “Resettlement Programme” and replaced with “Local Authority Engagement Team...”
<b>Page 47 second para</b>	Insertion of “and Community Sponsors”



Home Office

# **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 British Citizens relocated from Afghanistan to the UK]

## **HOTEL WRAPAROUND SUPPORT**

**Financial Year 2021-2022**

**Resettlement Operations  
Lunar House  
Croydon  
CR9 2BY**

Date of issue 12 November 2021

Version 1.0



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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 eligible for relocation under the Afghan Locally Engaged Staff Ex Gratia and Afghan Relocation and Assistance schemes and their immediate dependants; and (ii) those eligible for resettlement under the Afghan Citizens Resettlement Scheme (ACRS) and their immediate dependants plus any British Citizen relocated from Afghanistan to the UK. Beneficiary is defined as each adult, child and baby arriving in the UK.
- 1.4. A “**British Citizen**” means a person fulfilling the requirements of the 1981 British Nationality Act to be a British Citizen.
- 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 27 July 2021 the date from which this Instruction is effective and the first arrival of Beneficiaries in the UK.
- 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.
- 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 27 July 2021 to 31 March 2022 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. **“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.
- 1.15. 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.
- 1.16. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.17. **“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.
- 1.18. **“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 2022 or when the Beneficiaries move into permanent local authority housing, whichever sooner.
- 1.19. **“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.
- 1.20. **“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.
- 1.21. **“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.
- 1.22. A **“Month”** means a calendar month.
- 1.23. **“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.

- 1.24. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.25. **“Personal Data”** has the meaning given to it in UK Data Protection Legislation.
- 1.26. 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.
- 1.27. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.28. **“The Schemes”** means the Afghan Locally Engaged Staff Ex Gratia and the Afghan Relocation and Assistance Policy Schemes; and the Afghan Citizens Resettlement Scheme (ACRS), plus British Citizens relocated from Afghanistan to the UK.
- 1.29. **“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.
- 1.30. **“SMP”** means Strategic Migration Partner.
- 1.31. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.32. 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, one (1) Schedule and four (4) 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.

## 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 British Citizens relocated from Afghanistan to the UK.

- 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 (including ethnic and religious minorities and LGBT).
- 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 under the Schemes during the period 27 July 2021 to 31 March 2022.
- 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 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.
- 6.9. For the purposes of Clause 6.7, 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.

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<sup>1</sup> Excepting instances where a Refugee requests a change in immigration status in accordance with the 1 July 2017 [policy announcement](#).

- 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 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

### Supplier Address Details

1. Registered Address
2. Credit Control/Finance Address

4. Vat registration number

**Contact Details**

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

**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 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”<sup>3</sup> 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.
- 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

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<sup>2</sup> The Authority will provide guidance on ‘cases of interest’ upon request

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

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:  
[Afghanschemepayments@homeoffice.gov.uk](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 meet and greet services as new hotel is engaged and provide ongoing support within hotels through regular surgeries and advice sessions.
- 1.2 Identify essential and longer- terms needs from the Beneficiaries in the hotels.
- 1.3 Engage with the voluntary sector to meet needs from the Beneficiaries in the hotels.
- 1.4 Engage with the voluntary sector to meet needs, arrange activities, provide local integration support, and make connections with local groups.
- 1.5 Manage donations and offers of support from the local community and ensure fair and equitable distribution of goods.
- 1.6 Work alongside other partners in the hotels (e.g. DWP) to act as a liaison point between local and central government to escalate issues.
- 1.7 Ensure the specific needs of women and girls are factored into the design and delivery of services to ensure participation/access. Consider the needs of other disadvantaged or marginalised groups (e.g. LGBTQI).
- 1.8 Support beneficiaries to access local transport provisions e.g. understanding options for local transport and providing advice and guidance around the region.
- 1.9 Issue documents and paperwork as required.
- 1.10 Provide clear, translated information to Beneficiaries.

#### **Healthcare**

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

#### **Policing and Security**

- 1.14 Identify local policing or security requirements (including community cohesion) and work with local policing and community support officers to mitigate risk.

### Safeguarding

- 1.15 Offer a full safeguarding support service, in line with statutory responsibilities, channelled via the adult and child LA safeguarding processes.

### Financial

- 1.16 The Recipient will provide a weekly cash allowance for each Beneficiary
- if they are not in receipt of a Home Office cash card, or
  - if they are not in receipt of welfare benefits from DWP.

### Employment

- 1.17 Support Beneficiaries' to gain a National Insurance Number.

### Reporting on outcomes

- 1.18 The Recipient shall provide bespoke support for each family or individual while they remain in bridging hotel accommodation provided by the Home Office to help facilitate their orientation into their new home/area.
- 1.19 Throughout the period of support the Recipient shall ensure interpreting services are available where necessary.
- 1.20 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).
- 1.21 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:

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

### Funding and Claims Process

- 1.23 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 1.22, inclusive), on a standard per capita per day for each Beneficiary as follows:

Descriptor	Tariff (£)
Wraparound support	£28.00 per person, per day
Cash Support (per person per week - if required)	Variable rates see below *

*Cash support – limited to a maximum of 4 months			
Single (under 25)	Single (25 or over)	Couples	Child (under 18)
£59.20 per week	£74.70 Per week	£117.40 Per week	£37.75 Per week

\* **Cash support should only be paid if the beneficiaries are not already receiving funding via:**

- **Home Office issued cash card; or**
- **DWP mainstream benefits.**

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

1.24 Cash support payments will be made based on the age of the Beneficiary on arrival in the UK. The process for claiming reimbursement of cash support is explained in **Annex C**.

# ANNEX A – EXPENDITURE CLAIM PRO-FORMA

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

- Afghan Annex A 2021/22 – LAs providing Hotel Wraparound Support
- Afghan Cash Benefit Costs Claim Form 2021-22
- Afghan – Other - Exceptional Costs Claim Form 2021-22

# ANNEX B – DATA SHARING PROTOCOL (DSP)

## 1. 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](mailto: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 guide-lines 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 CASH SUPPORT COSTS

1. While Beneficiaries are waiting for the payment of mainstream benefits, the Recipient is required to provide financial support.
2. Claims for cash support costs should be made every two (2) months in arrears.
3. All claims must be evidenced.

**For cash support** – this may be in the form of a statement from the Recipient's finance officer and showing details of:

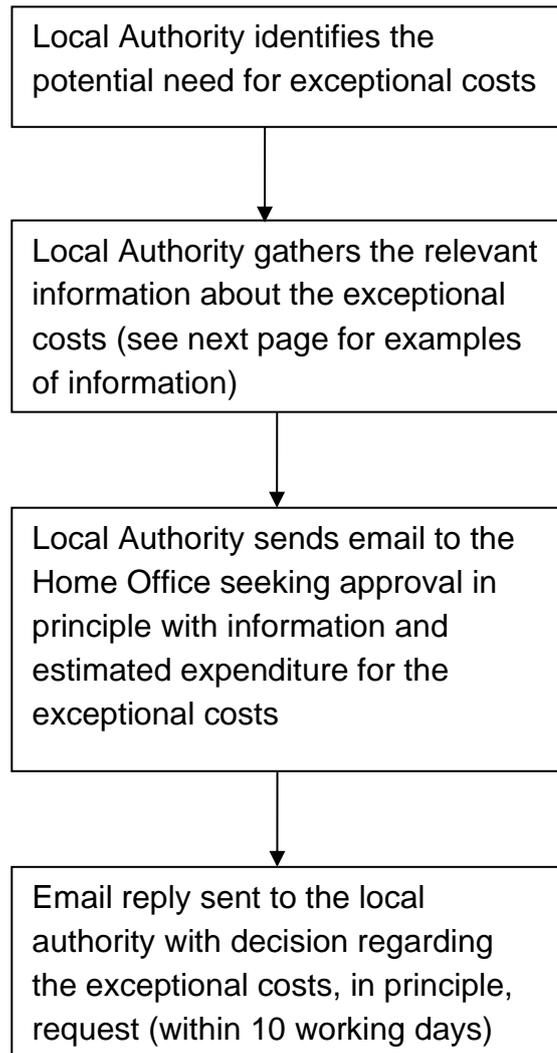
- Names of Beneficiaries
- Dates that the payments were made
- Amount paid

4. Please ensure that each claim is submitted with a fully completed ***Afghan Cash Benefit Costs Claim Form 2021-22 – this will be provided separately to this Funding Instruction.***
5. All claims should be sent to Home Office via MOVEit and uploaded to the Recipient's SRP – Annex A sub-folder.
6. Queries should be sent to [afghanschemepayments@homeoffice.gov.uk](mailto:afghanschemepayments@homeoffice.gov.uk)

# ANNEX D – GUIDE TO CLAIMING EXCEPTIONAL COSTS

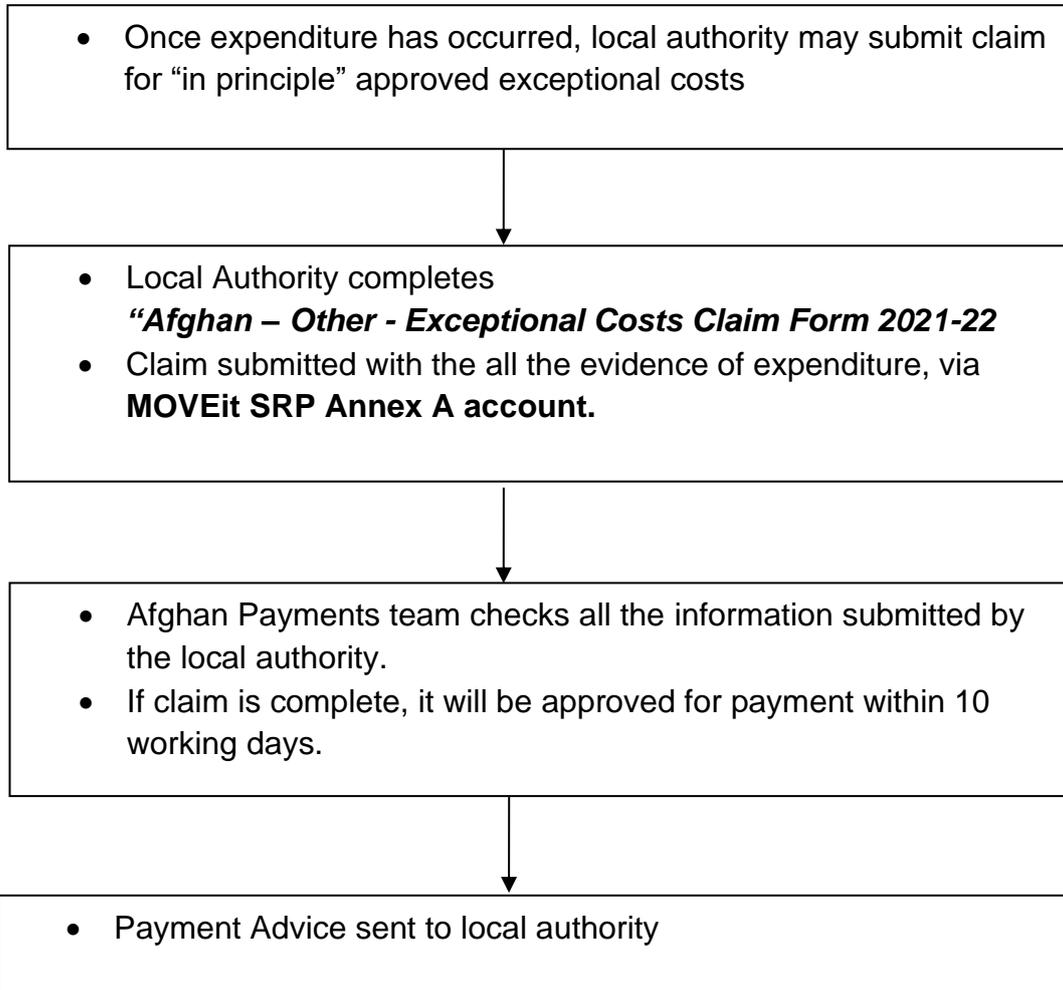
'In principle' approval needs to be sought from the Afghan Scheme Local Authority Payments Team in advance of any costs being incurred. Where there is an urgency, please contact the Afghan Scheme Payments Team lead.

## Approval in principle



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

## Processing an exceptional cost claim



<b>Subject:</b>	Vehicle and machinery tyre supply and services to Nottingham City Council Fleet Services		
<b>Corporate Director/ Director:</b>	Frank Jordan – Corporate Director Resident Services Mary Lester – Interim Director Neighbourhood Services		
<b>Portfolio Holder:</b>	Councillor Rosemary Healy – Highways, Transport and Cleansing Services		
<b>Report author and contact details:</b>	Andrew Smith – Assistant Fleet Manager – Fleet Services <a href="mailto:andrew.smith@nottinghamcity.gov.uk">andrew.smith@nottinghamcity.gov.uk</a> ext: 0115 8761368		
<b>Other colleagues who have provided input:</b>	Dionne Screamton – Senior Solicitor – Legal Holly Fisher – Procurement Officer – Procurement Matthew Connell – Senior Commercial Business Partner – Finance		
<b>Key Decision</b>	Yes	<b>Subject to call-in</b>	Yes
<b>Reasons:</b> Expenditure of £750,000 or more taking account of the overall impact of the decision			Revenue
Significant impact on communities living or working in two or more wards in the City			Yes
<b>Type of expenditure:</b> Revenue			
<b>Total value of the decision:</b> Exempt			
<b>Wards affected:</b> Citywide			
<b>Date of consultation with Portfolio Holder(s):</b> 26 <sup>th</sup> October 2021			
<b>Relevant Council Plan Key Outcome:</b>			
Clean and Connected Communities		<input type="checkbox"/>	
Keeping Nottingham Working		<input type="checkbox"/>	
Carbon Neutral by 2028		<input type="checkbox"/>	
Safer Nottingham		<input type="checkbox"/>	
Child-Friendly Nottingham		<input type="checkbox"/>	
Healthy and Inclusive		<input type="checkbox"/>	
Keeping Nottingham Moving		<input type="checkbox"/>	
Improve the City Centre		<input type="checkbox"/>	
Better Housing		<input type="checkbox"/>	
Financial Stability		<input type="checkbox"/>	
Serving People Well		X	
<b>Summary of issues (including benefits to citizens/service users):</b>			
<p>The current contract for the provision of Vehicle and Machinery Tyres and Associated services used by Nottingham City Council and the other members of the Nottinghamshire Transport Group Consortium is due to expire on 8 February 2022.</p> <p>To comply with the Council’s Contract Procedure Rules, a compliant tender process is required to ensure that a new contract is in place on expiry of the current one. This new contract will allow all the member authorities within the Nottinghamshire Transport Group Consortium access to the same contracted supplier.</p> <p>The Nottingham City Council corporate vehicle fleet is made up of over 500 vehicles plus other machines and plant items. The same tyre contract is used to supply and fit tyres/services to Nottingham City Homes on the 300 vehicles within their operational fleet.</p>			

Keeping the fleet vehicles on the road and able to undertake their various tasks in a safe and legally compliant manner is vitally important to all citizens of Nottingham and colleagues who drive/operate vehicles.

A contract is required with a tyre supplier who will be able to provide a competitively priced solution at the level of quality Nottingham City Council expects. A specialist Tyre supply and service provider/supplier will help ensure value for money is achieved by any council activity that involves the use of vehicles.

The Council has instigated the commencement of the procurement process to ensure that it is able to meet the timescales for implementing a new contract upon expiry of the old.

**Exempt information:** An appendix to the report is exempt from publication under paragraph 3 of Schedule 12A to the Local Government Act 1972 because it contains information relating to the value of the contract and, having regard to all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information. It is not in the public interest to disclose this information because this may influence the commercial outcome of the current tender process.

**Recommendations:**

1. To approve the expenditure within the ongoing overall Fleet Services budget for the supply of tyres and associated services provided by a contracted specialist provider.
2. To approve a contract over a maximum 4-year period on a 2+1+1 basis up to the approximate value as detailed within exempt appendix B.
3. To approve the procurement of the goods and services and delegate authority to the Director of Neighbourhood Services to award and sign the necessary contract(s) and extensions to the chosen supplier following the outcome of the tender.

**1. Reasons for recommendations**

- 1.1 A tyre supply and services contract ensures that the Councils vehicles and plant tyres are maintained in a safe, legal and compliant condition within the road traffic act and enable us to comply with our Operator Licence compliance undertakings.
- 1.2 A dedicated specialist provider can maintain and fit replacement tyres and provide specialist repair services that will keep the fleet safe, legal, compliant and on the road. The specialist provider has access to tyre manufacturers and can deliver the correct specification of tyre, which is imperative as the fleet ranges from cars to tractors to commercial vehicles over 3.5 tons, within contracted time scales and at competitive prices.
- 1.3 The services will cover all areas of tyre management, ranging from the supply and fitment of tyres, puncture repairs, wheel balancing, turning tyres on rims to maximize life, disposing of old tyres (including fly-tipped tyres collected by the Council), completing regular fleet inspections and supplying various reports to the relevant Local authority managers/officers. The service will be provided 24/7 to ensure attendance at any time as required such as, for example, to deal with a punctured or damaged tyres, outside of normal operating hours.
- 1.4 The contracting company will be sourced by undertaking a tender process on behalf of the Council and the local authorities who are members of the Nottinghamshire Transport Group Consortium.

## 2. **Background (including outcomes of consultation)**

2.1 Consultation on pricing, quality of service, Service Level Agreement and Key Performance Indicators are covered within the tender questions and responses received, to ensure that the contract is awarded to the supplier who can offer best terms. No consultation needs to be undertaken beforehand.

## 3. **Other options considered in making recommendations**

3.1 Consideration was made to bring the service in house but this is not viable nor cost effective for the following reasons:

- We would incur costs and reduce the level of service currently provided.
- The expertise required is not available within Fleet Services team, and there are no resources within Fleet to absorb and carry out this specialist work.
- Additional staff would therefore have to be recruited and trained.
- Further cost in terms of additional overheads would be incurred such as creating storage facilities and stock ordering/management processes along with requiring staff to be on call 24/7, and for actual attendance at an incident outside of normal operating hours.
- The Council would need to purchase and equip a tyre service vehicle at an estimated cost of £50,000 to £60,000.
- The spend on purchasing the tyres would increase as Nottingham City Council would not have access to the same prices, discounts and rebates, which being part of a larger Consortium affords and that a specialist supplier can command.

## 4. **Consideration of Risk**

4.1 If approval is not given, then the Council fleet will not have access to a suitable professional provider to allow the Fleet Services team to ensure vehicles are kept in a legal and safe condition complying with the Road Traffic act and to provide a satisfactory service to the Council.

4.2 Teams and colleagues across the Council require their vehicles and machines to be available as and when necessary to carry out their statutory duties such as Waste disposal and Street Cleansing amongst the whole package of services provided by the users of Council fleet vehicles. Without access to a Professional Contracted provider the Council would be at risk of not meeting some of these requirements and the services provision to the citizens will be diminished.

4.3 We would see more vehicle downtime as alternative means of supply and service was sought from either ad-hoc external sources or via an internal method. These options would add to cost and loss of use for operational areas.

## 5. **Finance colleague comments (including implications and value for money/VAT)**

5.1 Finance is supportive of the proposed procurement for the contract to supply tyres. The proposed tender process will ensure that an appropriate supplier can be found and will enable the Council to ensure it secures value for money.

- 5.2 Fleet Services has responsibility for purchasing vehicle parts for the Councils' fleet but the budgets for the maintenance of vehicles are decentralised to service areas. Allowing Fleet Services to procure tyres on behalf of other service areas will enable the Council to gain greater value for money and economies of scale than if service areas were to procure tyres individually.
- 5.3 Prior to any option to extend being exercised Fleet Services should review the contract performance to ensure that the contract still provides value to the Council. Finance colleagues will support this process.

Advice supplied by Matthew Connell – Senior Commercial Business Partner

## 6. **Legal colleague comments**

- 6.1 This report seeks authority to approve the spend associated the supply of tyres and associated tyre services to the Council, approval of the procurement exercise and delegated authority to the Director of Neighbourhood Services to award and sign a contract to the chosen supplier.
- 6.2 There are no significant legal issues arising from the report as undertaking a procurement process through the Council's corporate procurement team with ensure compliance with the Council's Contract Procedure Rules. Legal advice and support will be provided with regard to the contracting arrangements to be put in place.
- 6.3 As it is proposed that a framework will be available for use by other local authorities, there must be appropriate contract management in place by Nottingham City Council to ensure that the framework is managed and used correctly.

Advice supplied by Dionne Screamon – Senior Solicitor

## 7. **Other relevant comments**

### **Procurement colleague comments**

- 7.1 There are no procurement issues arising from the decision to undertake a procurement exercise and award a framework agreement for the provision of tyre supply and fitment, amongst other associated services.
- 7.2 The value stated within the approval is for the expenditure of the Council only, not the wider consortium - this value will be reflected in the tender document (18.13).
- 7.3 Procurement have worked with the consortium and client to develop the tender documentation to ensure it is compliant and will meet the organisations' requirements.
- 7.4 The open competition will be run utilising the open procedure and the Council's procurement portal and advertised accordingly.

Advice supplied by Holly Fisher – Procurement Officer

## 8. **Crime and Disorder Implications (If Applicable)**

- 8.1 Not applicable

## 9. **Social value considerations (If Applicable)**

9.1 Nottingham City Council must have a fleet of vehicles that have tyres that are fit for purpose and are legal at all times. Every service that operates a vehicle or machine such as refuse collection vehicles, sweepers, road gritters, minibuses, light and heavy commercial vehicles, meals at home vehicles as well as various types of plant, are all needed to kept safe state and comply with the Road Traffic Act and are able to undertake their respective tasks across the City. It is vitally important that these services are not interrupted as this would be detrimental to the community in many and various ways.

## 10. **Regard to the NHS Constitution (If Applicable)**

10.1 Not applicable

## 11. **Equality Impact Assessment (EIA)**

11.1 An EIA is not required because the provision vehicle/machinery tyres and other services concerned is an internal process and will not affect any group of people, either positively or negatively.

## 12. **Data Protection Impact Assessment (DPIA)**

12.1 A DPIA is not required because there is no personal data recorded on any job sheets or documentation created during the provision of tyres or services.

## 13 **Carbon Impact Assessment (CIA)**

13.1 The Tender documentation, including the submissions from all prospective bidders, includes the following requirements and conditions with regard to Environmental and Carbon reduction.

13.2 The contracted Supplier will be required to limit the impact of their activities on the environment, including consideration of the following:

- How they are working to reduce their carbon footprint.
- Methods of reducing the volume of waste produced, especially where requiring specialist disposal and recycling of old tyres.
- How they can increase the proportion of materials reused / recycled in making tyres.
- Use of remoulded tyres where suitable are used as this reduces the amount of new materials needed to create a tyre fit for a vehicle.
- Reducing energy use and increasing energy efficiency and self-sufficiency during the production of tyres and the operational needs to supply and fit them.

13.3 The tender documents also include a request for details on the potential supplier's efforts with regard to taking a Sustainable Procurement approach. This approach should consider the environmental, social and economic consequences of the following:

- Use of non-renewable material; manufacture and production methods;
- Logistics provision; service delivery; operation; maintenance;

- Reuse; recycling options; disposal and the Supplier's capabilities to address these;
- Consequences throughout the supply chain.

**14 List of background papers relied upon in writing this report (not including published documents or confidential or exempt information)**

14.1 None.

**15 Published documents referred to in this report**

15.1 None.

<b>Subject:</b>	Theatre Royal and Royal Concert Hall (TRCH) Ticketing and Customer Relationship Management System		
<b>Corporate Director:</b>	Corporate Director of Resident Services		
<b>Portfolio Holder:</b>	Portfolio Holder for Leisure, Culture and Schools		
<b>Report author and contact details:</b>	Peter Ireson, Venue Director – TRCH <a href="mailto:Peter.ireson@nottinghamcity.gov.uk">Peter.ireson@nottinghamcity.gov.uk</a> Tel: 0115 9895528		
<b>Other colleagues who have provided input:</b>	N/A		
<b>Key Decision</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<b>Subject to call-in</b>
			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Reasons:</b>	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> Income	<input type="checkbox"/> Savings of £750,000 or more
taking account of the overall impact of the decision			<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Capital
Significant impact on communities living or working in two or more wards in the City			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of expenditure:</b>	<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Capital		
<b>Total value of the decision:</b> £1.15m			
<b>Wards affected:</b> All			
<b>Date of consultation with Portfolio Holder:</b> 11/11/21			
<b>Relevant Council Plan Key Outcome:</b>			
Clean and Connected Communities			<input type="checkbox"/>
Keeping Nottingham Working			<input type="checkbox"/>
Carbon Neutral by 2028			<input type="checkbox"/>
Safer Nottingham			<input type="checkbox"/>
Child-Friendly Nottingham			<input type="checkbox"/>
Healthy and Inclusive			<input type="checkbox"/>
Keeping Nottingham Moving			<input type="checkbox"/>
Improve the City Centre			<input checked="" type="checkbox"/>
Better Housing			<input type="checkbox"/>
Financial Stability			<input checked="" type="checkbox"/>
Serving People Well			<input checked="" type="checkbox"/>
<b>Summary of issues (including benefits to citizens/service users):</b>			
<p>The contract that the Council currently has for hosting a ticketing and customer relationship management (CRM) software system at the TRCH is due to expire on 31 January 2023. There is therefore the requirement for the Council to procure a new ticketing and CRM software provider to be in place from 1 February 2023.</p> <p>Through its ticketing and CRM system, TRCH is able to optimise its marketing and ticketing activity ensuring that attendance and income targets are achieved. This allows TRCH to attract world class artists, orchestras and performing arts companies to the city and to deliver best value in providing these iconic venues and their programme for the citizens of Nottingham</p>			
<b>Exempt information: State 'None' or complete the following</b>			
<p>An appendix to the report is exempt from publication under paragraph number 3 of Schedule 12A to the Local Government Act 1972 because it contains information relating to financial or business affairs of any particular person (including the authority holding that information) and, having regard to all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information. It is not in the public interest to disclose this information because financial information is based on initial estimates, there is also a breakdown of financial elements of project included and sharing this information would not be recommended as it may prejudice the tender process.</p>			

<b>Recommendations:</b>	
<b>1</b>	To approve undertaking a tender process for the procurement of the ticketing and CRM software for use at the Theatre Royal and Royal Concert Hall.
<b>2</b>	To approve the associated spend.
<b>3</b>	To delegate authority to the Corporate Director of Resident Services to award and sign the contract to the successful supplier identified following the completion of the tender process.

## 1. **Reasons for recommendations**

- 1.1 The contract that the Council currently has at TRCH to host a ticketing and CRM software is due to expire on 31 January 2023. There is therefore the requirement for the Council to undertake a tender exercise to procure a new ticketing and CRM software provider to be in place from 1 February 2023
- 1.2 The approvals requested in this report will allow the Council to initiate the tender process enabling the new system to be implemented at TRCH without any interruption to its ticketing and marketing activity. This will allow the Council to meet its contractual obligations to venue hirers, event promoters and producers and to ensure that income targets continue to be met and the business remains sustainable.

## 2. **Background (including outcomes of consultation)**

- 2.1 TRCH is one of the busiest and most successful large scale performing arts venues in the UK. Presenting a year round programme, the venue sells in excess of 600,000 ticket annually. In order to process these tickets, take payment, process the customer records and to effectively market the programme and maximise attendances and event income, TRCH requires a ticketing and CRM system.

## 3. **Other options considered in making recommendations**

- 3.1 The option of outsourcing the ticketing and CRM system to an external ticketing agency was considered and discounted due to the loss of control of the data and the loss of functionality and flexibility required by the diverse programme at TRCH, including classical concert subscriptions.
- 3.2 The do nothing option was considered, but discounted as the current contract will expire and the Council would be in breach of contract procedure rules if it did not procure via a compliant route.
- 3.3 A ticketing and CRM system is critical to the function of TRCH and there are no further options which can be identified.

## 4. **Consideration of Risk**

- 4.1 There is a risk is that the ticketing and CRM system procured is not fit for purpose and/or does not meet the Council's requirements at TRCH. This risk is mitigated by the Council including a range of the system users in developing the specification and in having a procurement project team in place which includes representatives from Information Governance, Legal, Procurement and IT.

4.2 There is a risk that the procurement, installation, transfer of data and implementation of the new ticketing and CRM system may not be completed by the required deadline. This has been mitigated by starting work on the specification and engaging project team members 16 months in advance.

5. **Finance colleague comments (including implications and value for money/VAT)**

5.1 This decision seeks approval to incur expenditure for the implementation of a new Ticketing and Customer Relationship Management (CRM) system for the Theatre Royal & Royal Concert Hall (TRCH). The new system is necessary because the current software will expire on 31 January 2023, and will no longer be supported.

5.2 There will be a procurement process in accordance with the Council's Contract Procedure Rules in order to secure best value. The exempt appendix includes details of estimated costs.

5.3 The costs to be incurred will be resourced from existing and approved budgets currently covering the annual software.

Maria Balchin, Senior Commercial Business Partner - 16 November 2021

6. **Legal colleague comments**

6.1 The existing contract for the ticketing and CRM system that the Council has at the TRCH is due to expire in 2023. Due to the nature of the system and the required transition period, the Council is looking at its future requirements well in advance to ensure the necessary systems are in place.

6.2 Legal services will assist in preparing the necessary contractual documentation for the procurement and will support the tender process in identifying a new supplier.

Dionne Screamon, Senior Solicitor, Commercial Employment and Education – 16 November 2021

7. **Other relevant comments**

7.1 The IT Section has been consulted and advice was provided by Rav Ghattaora, Technical Services Manager. The IT service supports the proposals made in this report. The IT section will work with colleagues in TRCH to ensure that the application system/service acquired conforms to the Council's required standards in terms of security and technology.

7.2 The Procurement Team has been consulted and advice was provided by Louise Dobson, Lead Procurement Officer – Products. The Procurement Team will work with TRCH to procure a new Ticketing & CRM System. This will be carried out in a fair and transparent manner ensuring full life costs and social value are taken into account during the tender process.

7.3 The existing arrangement with TNEM (and Tessitura) is coming to an end there is not an option to renew the current contract through any mode. Therefore, a full procurement process and new contract needs to be procured. This will have implementation and set up costs in addition to the ongoing licence, support and maintenance costs incurred with a software system. I would therefore recommend a contract term of 7-years (with break clauses). This would be in line with Software Frameworks.

**8. Crime and Disorder Implications (If Applicable)**

8.1 N/A

**9. Social value considerations (If Applicable)**

9.1 N/A

**10. Regard to the NHS Constitution (If Applicable)**

10.1 N/A

**11. Equality Impact Assessment (EIA)**

11.1 An EIA is not required because there are no equality impacts from the actual decision to authorise the undertaking of a tender, approval for the associated spend and delegation to award and sign the contract. However, the procurement process will ensure that the chosen ticketing and CRM system meets all of the required standards and industry best practice for accessibility.

**12. Data Protection Impact Assessment (DPIA)**

12.1 A DPIA is not required because there are no data impacts from the actual decision to authorise the undertaking of a tender, approval for the associated spend and delegation to award and sign the contract. However, a full DPIA is being undertaken with the assistance of the Information Governance section to inform the tender specification and this will be monitored and reviewed throughout the procurement process.

**13. Carbon Impact Assessment (CIA)**

13.1 A CIA is not required because there are no carbon impacts identified from proposals in this report.

**14. List of background papers relied upon in writing this report (not including published documents or confidential or exempt information)**

14.1 N/A

**15. Published documents referred to in this report**

15.1 N/A

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