

GREATER MANCHESTER COMBINED AUTHORITY

and

TAMESIDE METROPOLITAN BOROUGH COUNCIL

**GRANT FUNDING AGREEMENT FOR SUPPORT TO DELIVER ACROSS THE TAMESIDE
METROPOLITAN BOROUGH COUNCIL AREA;**

**(1) THE GREATER MANCHESTER “A BED EVERY NIGHT” HOMELESSNESS PROGRAMME;
AND**

(2) THE GREATER MANCHESTER COMMUNITY ACCOMMODATION SERVICE (TIER 3)

1.	INTRODUCTION.....	
2.	DEFINITIONS AND INTERPRETATION	
	CONDITIONS	
3.	DURATION AND PURPOSE OF THE GRANT	
4.	PAYMENT OF GRANT.....	
5.	ELIGIBLE AND INELIGIBLE EXPENDITURE.....	
6.	ANNUAL GRANT REVIEW.....	
7.	MONITORING AND REPORTING	
8.	AUDITING AND ASSURANCE.....	
9.	FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY	
10.	CONFLICTS OF INTEREST.....	
11.	CONFIDENTIALITY.....	
12.	TRANSPARENCY	
13.	STATUTORY DUTIES	
14.	DATA PROTECTION AND PUBLIC PROCUREMENT	
15.	SUBSIDY CONTROL.....	
16.	INTELLECTUAL PROPERTY RIGHTS	
17.	ENVIRONMENTAL REQUIREMENTS.....	
18.	INSURANCE	
29.	ASSIGNMENT	
20.	SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY.....	
21.	LOSSES, GIFTS AND SPECIAL PAYMENTs	
22.	BORROWING	
23.	PUBLICITY	
24.	CHANGES TO THE AUTHORITY’S REQUIREMENTS	
25.	CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION	
26.	DISPUTE RESOLUTION	
27.	LIMITATION OF LIABILITY	
28.	VAT.....	
29.	NOTICES.....	
30.	GOVERNING LAW	

- 31. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999.....
- 32. COUNTERPARTS AND ELECTRONIC SIGNATURES.....

- ANNEX 1 – The Tameside ABEN 2022-25 Programme.....
- ANNEX 2 –The Tameside CAS-3 2022-25 Programme
- ANNEX 3 – PAYMENT SCHEDULE.....
- ANNEX 4 – AGREED OUTPUTS
- ANNEX 5 – CONTACT DETAILS
- ANNEX 6 – DATA PROTECTION PROVISIONS.....
- ANNEX 7 – DURATION AND PURPOSE OF GRANT

This Grant Funding Agreement is made on

2023.

Between:

- (1) **GREATER MANCHESTER COMBINED AUTHORITY**, whose principal address is at First Floor, Tootal Buildings, 56 Oxford Street, Manchester M1 6EU (the “**Authority**”); and
- (2) **TAMESIDE METROPOLITAN BOROUGH COUNCIL**, whose principal address is at Tameside One Market Place, Ashton-under-Lyne, OL6 6BH (the “**Recipient**”).

In relation to:

Project Name: Delivery across the Tameside Metropolitan Borough Council Area of:

- (1) **The Greater Manchester “A Bed Every Night” Homelessness Programme during the period from 1 April 2022 to 31 March 2025 (“GM ABEN 2022-25”); and**
- (2) **The Greater Manchester Community Accommodation Service (Tier 3) Pilot during the period from 1 July 2022 to 30 June 2025 (“GM CAS-3 2022-25”).**

BACKGROUND

- (A) The Authority is the combined authority for the GM Area. The Recipient is one of the ten local authorities within the GM Area (the “**GM LAs**”) who are the “constituent councils” of the GMCA. The ten GM LAs, together with the Mayor of Greater Manchester and the Deputy Mayor of Greater Manchester, constitute the Members of the GMCA.
- (B) The funding which the GMCA awards for each financial year is subject to approval of the GMCA annual budget by GMCA Committee in the February preceding each financial year. As such, funding included in this Grant Funding Agreement for the period from 1 April 2023 onwards should be treated by the Recipient as indicative for planning purposes only and subject to formal approval by the GMCA as part of its annual budget
- (C) As detailed in a Report of Mayor Paul Dennett, Portfolio Lead for Housing, Homelessness and Infrastructure which was presented to the GMCA’s Leader’s Strategy Meeting of 1 February 2022 (the “**GM ABEN Report**”), the Authority has committed to provide financial support totalling £5,850,000 for the delivery of the Greater Manchester “A Bed Every Night” Programme during the period from 1 April 2022 to 31 March 2023 (“**GM ABEN 2022-23**”). As set out in the GM ABEN Report the Authority has agreed to award the Grant Recipient grant funding of up to £286,000 (the “**Tameside ABEN 2022-23 Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2022-23 Programme in accordance with this Grant Funding Agreement. As set out in the GM ABEN Report the Authority has agreed in principle to provide financial support for the delivery of the Greater Manchester “A Bed Every Night” Programme during the period from 1 April 2023 to 31 March 2024 (“**GM ABEN 2023-24**”) and to provide financial support for the delivery of the Greater Manchester “A Bed Every Night” Programme during the period from 1 April 2024 to 31 March 2025 (“**GM ABEN 2024-25**”). As set out in the GM ABEN Report, the Authority is currently considering two financial models for the funding of GM ABEN 2023-24 and GM ABEN 2024-25. Under financial Model 1 (Tapering Budget), the Authority would provide financial support totalling £4,900,000 for the delivery of GM ABEN 2023-24 and the Authority would provide financial support totalling £4,250,000 for the delivery of GM ABEN 2024-25. Under financial Model 2 (Sustained Budget), the Authority would provide financial support totalling £5,600,000 for the delivery of GM ABEN 2023-24 and the Authority would provide financial support totalling £5,250,000 for the delivery of GM ABEN 2024-25. For the purpose of this Grant Funding Agreement if the Authority adopts financial

Model 2, the Authority has indicated that it is likely to award the Recipient grant funding of up to £260,000 (the “**Tameside Sustained ABEN 2023-24 Indicative Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2023-24 Programme in accordance with this Grant Funding Agreement, and the Authority has indicated that it is likely to award the Recipient grant funding of up to £260,000 (the “**Tameside Sustained ABEN 2024-25 Indicative Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2024-25 Programme in accordance with this Grant Funding Agreement. For the purpose of this Grant Funding Agreement if the Authority adopts financial Model 1, the Authority has indicated that it is likely to award the Recipient grant funding of up to £250,000 (the “**Tameside Tapering ABEN 2023-24 Indicative Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2023-24 Programme in accordance with this Grant Funding Agreement, and the Authority has indicated that it is likely to award the Recipient grant funding of up to £227,760 (the “**Tameside Tapering ABEN 2024-25 Indicative Grant**”) to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2024-25 Programme in accordance with this Grant Funding Agreement. The Authority will provide the Recipient with written confirmation of the amount of confirmed Tameside ABEN 2023-24 Grant (the “**Tameside Confirmed ABEN 2023-24 Grant**”) and the amount of confirmed Tameside ABEN 2024-25 Grant (the “**Tameside Confirmed ABEN 2024-25 Grant**”) which the Authority will make available to the Recipient as soon as reasonably practicable following the approval of the relevant GMCA annual budget by GMCA Committee.

- (D) As detailed at section 2 of a Report of Mayor Paul Dennett, Portfolio Lead for Housing, Homelessness and Infrastructure and Deputy Mayor Beverley Hughes, Portfolio Lead for Safe and Strong Communities which was presented to the GMCA’s Leader’s Strategy Meeting of 27 May 2022 (the “**GM Phase 2 CAS-3 Report**”), the Ministry of Justice (“**MoJ**”) has awarded the Authority “Phase 2” CAS-3 Pilot grant for the delivery of the Greater Manchester Community Accommodation Service (Tier 3) Pilot during the period from 1 October 2022 to 30 September 2025 (“**GM CAS-3 2022-25**”). On 24 November 2022 DLUHC issued an “*Addendum Memorandum of Understanding for Tier 3 Community Accommodation Services (CAS3)*” (the “**MoJ Addendum**”). Under the MoJ Addendum, the MoJ has committed to provide the GMCA with grant funding for the period from 1 July 2022 to 30 June 2025 (the “**MoJ Grant**”). As set out in the GM Phase 2 CAS-3 Report the GMCA has agreed to award the Recipient grant funding of up to £197,827.56 (the “**Tameside CAS-3 2022-23 Grant**”) from the MoJ Grant to be used by the Recipient for the grant purpose of the delivery of the Tameside CAS-3 2022-23 Programme. The Authority has indicated that it is likely to award grant funding of up to £202,116 from the MoJ Grant to be used by the Recipient for the grant purpose of the delivery of the Tameside CAS-3 2023-24 Programme (the “**Tameside CAS-3 2023-24 Indicative Grant**”). The Authority has indicated that it is likely to award grant funding of up to £202,116 from the MoJ Grant to be used by the Recipient for the grant purpose of the delivery of the Tameside CAS-3 2024-25 Programme (the “**Tameside CAS-3 2024-25 Indicative Grant**”). The Authority will provide the Recipient with written confirmation of the amount of confirmed Tameside CAS-3 2023-24 Grant (the “**Tameside Confirmed CAS-3 2023-24 Grant**”) and the amount of confirmed Tameside CAS-3 2024-25 Grant (the “**Tameside Confirmed CAS-3 2024-25 Grant**”) which the Authority will make available to the Recipient as soon as reasonably practicable following the approval of the relevant GMCA annual budget by GMCA Committee.
- (E) The Greater Manchester Combined Authority (Functions and Amendment) Order 2017 provides that the Authority (in relation to the GM Area), has the function under section 31 of the Local Government Act 2003 to be able to pay grant to any local authority within the GM Area towards expenditure incurred or to be incurred by such authority.
- (F) Pursuant to the GMCA’s functions under section 31 of the Local Government Act 2003, the GMCA has granted the Recipient:

- (i) Tameside ABEN 2022-23 Grant of up to £286,000 to be used by the Recipient for the grant purpose of the delivery of the Tameside ABEN 2022-23 Programme; and
- (ii) Tameside CAS-3 2022-23 Grant of up to £197,827.56 to be used by the Recipient for the grant purpose of the delivery of the Tameside CAS-3 2022-23 Programme.

If the payment of the Tameside ABEN 2022-23 Grant, or the Tameside CAS-3 2022-23 Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in this Grant Funding Agreement.

- (G)** In relation to the Tameside ABEN 2023-24 Programme, the GMCA has indicated that it is likely to grant the Recipient either Tameside Sustained ABEN 2023-24 Indicative Grant of up to £260,000 or Tameside Tapering ABEN Indicative 2023-24 Grant of up to £250,000 for the grant purpose of the delivery of the Tameside ABEN 2022-23 Programme. In relation to the Tameside ABEN 2024-25 Programme the GMCA has indicated that it is likely to grant the Recipient either Tameside Sustained ABEN 2024-25 Indicative Grant of up to £260,000, or Tameside Tapering ABEN 2024-25 Indicative Grant of up to £227,760 for the grant purpose of the delivery of the Tameside ABEN 2024-25 Programme, The Authority will provide the Recipient with written confirmation of the amount of Tameside Confirmed ABEN 2023-24 Grant and the amount of Tameside Confirmed ABEN 2024-25 Grant as soon as reasonably practicable following approval of the GMCA annual budget by GMCA Committee in the February preceding each financial year. If the payment of the Tameside Confirmed ABEN 2023-24 Grant, or the Tameside Confirmed ABEN 2024-25 Grant, is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in this Grant Funding Agreement.
- (H)** In relation to the Tameside CAS-3 2023-24 Programme, the GMCA has indicated that it is likely to grant the Recipient Tameside CAS-3 2023-24 Indicative Grant of up to £202,116 for the grant purpose of the delivery of the Tameside CAS-3 2023-24 Programme. In relation to the Tameside CAS-3 2024-25 Programme the GMCA has indicated that it is likely to grant the Recipient Tameside CAS-3 2024-25 Indicative Grant of up to £202,116 for the grant purpose of the delivery of the Tameside CAS-3 2024-25 Programme, The Authority will provide the Recipient with written confirmation of the amount of Tameside Confirmed CAS-3 2023-24 Grant and the amount of Tameside Confirmed CAS-3 2024-25 Grant as soon as reasonably practicable following approval of the GMCA annual budget by GMCA Committee in the February preceding each financial year. If the payment of the Tameside Confirmed CAS-3 2023-24 Grant, or the Tameside Confirmed CAS-3 2024-25 Grant, is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in this Grant Funding Agreement.
- (I)** The Authority will provide the Tameside ABEN 2022-23 Grant, and the Tameside Confirmed ABEN 2023-24 Grant, and the Tameside Confirmed ABEN 2024-25 Grant, and the Tameside CAS-3 2022-23 Grant, and the Tameside Confirmed CAS-3 2023-4 Grant, and the Tameside Confirmed CAS-3 2024-25 Grant to the Recipient as provided for in this Grant Funding Agreement.
- (J)** The Recipient will:
 - (i) Use Tameside ABEN 2022-23 Grant solely for the purpose of the Tameside ABEN 2022-23 Funded Activities, and use Tameside Confirmed ABEN 2023-24 Grant solely for the purpose of the Tameside ABEN 2023-24 Funded Activities, and use Tameside Confirmed ABEN 2024-5 Grant solely for the purpose of the Tameside ABEN 2024-25 Funded Activities; and
 - (ii) Use Tameside CAS-3 2022-23 Grant solely for purpose of the delivery of the Tameside CAS-3 2022-23 Funded Activities, and use Tameside Confirmed CAS-3 2023-24 Grant solely for the purpose of the delivery of the Tameside CAS-3 2023-24 Funded Activities, and use Tameside Confirmed CAS-3 2024-25 Grant

solely for the purpose of the delivery of the Tameside CAS-3 2024-25 Funded Activities.

The conditions collectively (the **Conditions**) are as follows:

1. INTRODUCTION

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Recipient receiving:
 - (i) the Tameside ABEN 2022-23 Grant from the Authority up to the Tameside ABEN 2022-23 Maximum Sum; and the Tameside Confirmed ABEN 2023-24 Grant from the Authority up to the Tameside ABEN 2023-24 Maximum Sum; and the Tameside Confirmed ABEN 2024-25 Grant from the Authority up to the Tameside ABEN 2024-25 Maximum Sum; and
 - (ii) the Tameside CAS-3 2022-23 Grant from the Authority up to the Tameside CAS-3 2022-23 Maximum Sum, and the Tameside Confirmed CAS-3 2023-24 Grant from the Authority up to the Tameside CAS-3 2023-24 Maximum Sum, and the Tameside Confirmed CAS-3 2024-25 Grant from the Authority up to the Tameside CAS-3 2024-25 Maximum Sum.
- 1.2. The Authority and the Recipient have agreed that the Authority will provide the Tameside ABEN 2022-23 Grant up to the Tameside ABEN 2022-23 Maximum Sum, and the Tameside CAS-3 2022-23 Grant up to the Tameside CAS-3 2022-23 Maximum Sum as long as the Recipient uses the Tameside ABEN 2022-23 Grant and the Tameside CAS-3 2024-25 Grant Sum in accordance with this Grant Funding Agreement.
- 1.3. The Authority has indicated that it will provide the Recipient the Tameside Confirmed ABEN 2023-24 Grant up to the Tameside ABEN 2023-24 Maximum Sum, and the Tameside Confirmed ABEN 2024-25 Grant up to the Tameside ABEN 2024-5 Maximum Sum, and the Tameside Confirmed CAS-3 2023-24 Grant up to the Tameside CAS-3 2023-24 Maximum Sum, and the Tameside Confirmed CAS-3 2024-25 Grant up to the Tameside CAS-3 2024-25 Maximum Sum as long as the Recipient uses the Tameside Confirmed ABEN 2023-24 Grant, and the Tameside Confirmed ABEN 2024-25 Grant, and the Tameside Confirmed CAS-3 2023-24 Grant, and the Tameside Confirmed CAS-3 2024-25 Grant in accordance with this Grant Funding Agreement.
- 1.4. The Authority makes the Tameside ABEN 2022-23 Grant to the Recipient for the provision of the Tameside ABEN 2022-23 Programme as detailed at Annex 1 to this Grant Funding Agreement. The Authority makes the Tameside Confirmed ABEN 2023-24 Grant to the Recipient for the provision of the Tameside ABEN 2023-24 Programme as detailed at Annex 1 to this Grant Funding Agreement. The Authority makes the Tameside Confirmed ABEN 2024-25 Grant to the Recipient for the provision of the Tameside ABEN 2024-25 Programme as detailed at Annex 1 to this Grant Funding Agreement.
- 1.5. The Authority makes the Tameside CAS-3 2022-23 Grant to the Recipient for the provision of the Tameside CAS-3 2022-23 Programme as detailed at Annex 2 to this Grant Funding Agreement. The Authority makes the Tameside Confirmed CAS-3 2023-24 Grant to the Recipient for the provision of the Tameside CAS-3 2023-24 Programme as detailed at Annex 2 to this Grant Funding Agreement. The Authority makes the Tameside Confirmed CAS-3 2024-25 Grant to the Recipient for the provision of the Tameside CAS-3 2024-25 Programme as detailed at Annex 2 to this Grant Funding Agreement.
- 1.6. The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1. Where they appear in these Conditions:

ABEN 2022-25 Accommodation Standards means the Appendix to the GM ABEN Framework entitled “A Bed Every Night Accommodation Standards”. This document sets out the minimum accommodation standards which must be met by the Recipient in relation to each of the 26 “core” units which the Recipient will provide under the Tameside ABEN 2022-25 Programme. A copy of the ABEN 2022-25 Accommodation Standards as at the date of this Grant Funding Agreement is attached at Appendix 7 of Annex 1 to this Grant Funding Agreement;

ABEN 2022-25 Framework means the “A Bed Every Night Assurance and Learning Framework 2022-25” setting out the key principles for the delivery of the ABEN 2022-25 Programme. A copy of the ABEN 2022-25 Framework as at the date of this Grant Funding Agreement is attached at Annex 1 to this Grant Funding Agreement;

ABEN 2022-25 Monitoring KPIs means the KPIs to be agreed between the Authority and the GM LAs and included at Appendix 10 of the ABEN 2022-25 Framework. This Appendix will provide details as to the KPIs which will be monitored for the ABEN 2022-25 Programme, the form in which each KPI is to be reported by the Recipient to the Authority and the reporting frequency for each KPI;

ABEN 2022-25 Monitoring Requirements means the general monitoring requirements set out at paragraph 7 of this Grant Funding Agreement, together with the detailed monitoring and evaluation requirements included at Appendix 10 of the ABEN 2022-25 Framework;

ABEN 2022-25 Programme means the programme described in the Report of Mayor Paul Dennett, Portfolio Lead for Housing, Homelessness and Infrastructure which was presented to the GMCA’s Leader’s Strategy Meeting of 1 February 2022 (the “**GM ABEN Report**”);

Annex means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

Authority Grant Manager means Joseph Donohue or such other suitably qualified officer of the Authority who has been nominated by the Authority to be the single point of contact for the Recipient in relation to the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Recipient;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Commencement Date means the date on which the Grant Funding Agreement comes into effect, being the 1 April 2022;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party’s personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party;
 - and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Tameside ABEN 2022-25 Funded Activities, and/or the Tameside CAS-3 2022-25 Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information;

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor take the meaning given in the UK GDPR;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

Consents includes any approval, authorisation, consent, exemption, licence, permit, permission or registration by or from any governmental or other authority or any person in relation to the delivery of the Tameside ABEN 2022-25 Programme, and/or the Tameside CAS-3 2022-25 Programme;

Data Protection Legislation means (i) the UK GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

De Minimis Regulation means Commission Regulation (EU) 1407/2013;

De Minimis State Aid means State aid granted pursuant to the De Minimis Regulation;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Duplicate Funding means funding provided by a Third Party to the Recipient, which is for the same purpose for which the Tameside ABEN 2022-25 Grant was made, and/or for the same purpose for which the Tameside CAS-3 2022-25 Grant was made, but has not been declared to the Authority;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance set out in paragraph 25.1;

Financial Year means from 1 April to 31 March;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-25 Funded Activities;

Funding Period means

- (i) in relation to the Tameside ABEN 2022-25 Programme, the period from 1 April 2022 to the 31 March 2025; and
- (ii) in relation to the Tameside CAS-3 2022-25 Programme, the period from 1 July 2022 to the 30 June 2025;

GM Area means the area covered by the Authority, being the combined areas of the ten GM local authorities of Bolton Council, Bury Council, Manchester City Council, Oldham Council, Rochdale Council, Salford City Council, Stockport Council, Tameside Council, Trafford Council and Wigan Council;

GM CAS-3 2022-25 Specification means the service specification attached at Annex 2 to this Grant Funding Agreement;

GM CAS-3 2022-25 means the delivery by the Authority within the GM Area during the period from 1 July 2022 to 30 June 2025 of the HMPPS Tier 3 Accommodation category of “Community Accommodation Service”. The “Community Accommodation Service” is intended to provide temporary accommodation to people leaving custody who would otherwise be homeless and have nowhere safe to stay upon release, either because they fall outside the range of eligibility criteria for statutory accommodation provided by Probation or Local Authority Services or because pre-release work is not completed to allow for statutory or other accommodation to be secured in time for release;

Grant Claim means each of a Tameside ABEN 2022-23 Grant Claim, a Tameside ABEN 2023-24 Grant Claim, a Tameside ABEN 2024-25 Grant Claim, a Tameside CAS-3 2022-23 Grant Claim, a Tameside CAS-3 2023-24 Grant Claim, and a Tameside CAS-3 2024-25 Grant Claim;

Grant Funding Agreement means these Conditions together with its annexes and schedules;

Greater Manchester Probation Services (GMPS) means the regional probation service for the GM Area, including the Homelessness Prevention Team (**HPT**) and the Community Probation Practitioner (**CPP**) whose respective roles in delivery of GM CAS-3 2022-25 are set out in the GM CAS-3 2022-25 Specification;

GMPS Lead means Jenny Hackett or such other suitably qualified officer of the GMPS who may be nominated by the GMPS from time to time to lead the delivery of GM CAS-3 2022-25 on behalf of the GMPS;

Her Majesties Probation and Prison Services (HMPPS) means, for the purpose of GM CAS-3 2022-25, the Reducing Reoffending Directorate within HMPPS, who are leading on the national CAS-3 programme for HMPPS and whose role in relation to the delivery of GM CAS-3 2022-25 is set out in the GM CAS-3 2022-25 Specification;

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure means expenditure incurred by the Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IP Completion Day has the meaning given to it in the European Union (Withdrawal) Act 2018;

IPR Material means all material produced by the Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Instalment Period means the intervals set out in Annex 3 when the Authority will release

- (i) payment of the Tameside ABEN 2022-25 Grant to the Recipient during the Tameside ABEN 2022-25 Programme Period; and
- (ii) payment of the Tameside CAS-3 2022-25 Grant to the Recipient during the Tameside CAS-3 2022-25 Programme Period;

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

Law mean any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities from a Third Party to the Recipient to meet the balance of the Eligible Expenditure not supported by the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant;

MoJ Addendum means the Addendum Memorandum of Understanding for Tier 3 Community Accommodation Services dated 24 November 2022 and entered into between the Secretary of State for Justice and the Authority and which set out the terms on which the MoJ Grant is made available to the Authority for delivery of GM CAS-3 2022-25.

MoJ Grant means the grant from the MoJ to the Authority detailed in the MoJ Addendum which confirms the allocation by MoJ to the Authority of grant funding for the delivery of GM CAS-3 2022-25 during the period from 1 July 2022 to 30 June 2025;

Northern Ireland Protocol means the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act;
 - (iv) under legislation creating offences in respect of fraudulent acts; or
 - (v) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority;

Publication means any announcement, comment or publication of any publicity material by the Recipient concerning or the Authority, or

- (i) the Tameside ABEN 2022-25 Funded Activities; or
- (ii) the Tameside CAS-3 2022-25 Funded Activities;

Remedial Action Plan means the plan of action submitted by the Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 25.4;

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Recipient to a third party where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional;

State Aid Law means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

Subsidy: means a financial benefit which is subject to the Subsidy Control Rules or the Subsidy Control Act;

Subsidy Control Act: means the Subsidy Control Act 2022 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Subsidy Control Law: means the Subsidy Control Rules and the Subsidy Control Act.

Subsidy Control Rules: means State Aid Law, Articles 363 to 375 of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, Article 2 of the World Trade Organisation Agreement on Trade-Related Investment Measures and any and all applicable subsidy control rules under any current Free Trade Agreements between the United Kingdom and another state.

Tameside ABEN 2022-23 Eligible Expenditure means the expenditure incurred by the Recipient during the Tameside ABEN 2022-23 Programme Period for the purposes of delivering the Tameside ABEN 2022-23 Funded Activities, which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

Tameside ABEN 2023-24 Eligible Expenditure means the expenditure incurred by the Recipient during the Tameside ABEN 2023-24 Programme Period for the purposes of delivering the Tameside ABEN 2023-24 Funded Activities, which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

Tameside ABEN 2024-25 Eligible Expenditure means the expenditure incurred by the Recipient during the Tameside ABEN 2024-25 Programme Period for the purposes of delivering the Tameside ABEN 2024-25 Funded Activities, which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

Tameside ABEN 2022-25 Eligible Expenditure means the expenditure incurred by the Recipient during the Tameside ABEN 2022-25 Programme Period for the purpose of delivering the Tameside ABEN 2022-25 Funded Activities, which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

Tameside ABEN 2022-23 Funded Activities means the delivery by the Recipient during the Tameside ABEN 2022-23 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework.

Tameside ABEN 2023-24 Funded Activities means the delivery by the Recipient during the Tameside ABEN 2023-24 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework.

Tameside ABEN 2024-25 Funded Activities means the delivery by the Recipient during the Tameside ABEN 2024-25 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework.

Tameside ABEN 2022-25 Funded Activities means the delivery by the Recipient during the Tameside ABEN 2022-25 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework.

Tameside ABEN 2022-25 Grant means the total sum or sums the Authority will pay to the Recipient during the Tameside ABEN 2022-25 Programme Period in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

Tameside ABEN 2022-23 Grant Claim means the payment request by the Recipient to the Authority for payment of the Tameside ABEN 2022-23 Grant;

Tameside ABEN 2023-24 Grant Claim means the payment request by the Recipient to the Authority for payment of the Tameside Confirmed ABEN 2023-24 Grant;

Tameside ABEN 2024-25 Grant Claim means the payment request by the Recipient to the Authority for payment of the Tameside Confirmed ABEN 2024-25 Grant;

Tameside ABEN 2022-25 Lead means Vanessa Rothwell, or such other suitably qualified officer of the Recipient who may be nominated by the Recipient from time to time to lead in the delivery of the Tameside ABEN 2022-25 Programme by the Recipient;

Tameside ABEN 2022-23 Maximum Sum means Two Hundred and Eighty-Six Thousand Pounds (£286,000), being the maximum amount of the Tameside ABEN 2022-23 Grant the Authority will provide to the Recipient for the Tameside ABEN 2022-23 Funded Activities;

Tameside ABEN 2023-24 Maximum Sum means the maximum amount of the Tameside Confirmed ABEN 2023-24 Grant the Authority will provide to the Recipient for the Tameside 2023-24 Funded Activities;

Tameside ABEN 2024-25 Maximum Sum means the maximum amount of the Tameside Confirmed ABEN 2024-25 Grant the Authority will provide to the Recipient for the Tameside 2024-25 Funded Activities;

Tameside ABEN 2022-23 Programme means the delivery by the Recipient during the Tameside ABEN 2022-23 Programme Period of the Tameside ABEN 2022-23 Funded Activities.

Tameside ABEN 2023-24 Programme means the delivery by the Recipient during the Tameside ABEN 2023-24 Programme Period of the Tameside ABEN 2023-24 Funded Activities.

Tameside ABEN 2024-25 Programme means the delivery by the Recipient during the Tameside ABEN 2024-25 Programme Period of the Tameside ABEN 2024-25 Funded Activities.

Tameside ABEN 2022-25 Programme means the delivery by the Recipient during the Tameside ABEN 2022-25 Programme Period of the Tameside ABEN 2022-25 Funded Activities.

Tameside ABEN 2022-23 Programme Period means the period of 12 months beginning on 1 April 2022 and ending on 31 March 2023.

Tameside ABEN 2023-24 Programme Period means the period of 12 months beginning on 1 April 2023 and ending on 31 March 2024.

Tameside ABEN 2024-25 Programme Period means the period of 12 months beginning on 1 April 2024 and ending on 31 March 2025.

Tameside ABEN 2022-25 Programme Period means the period of 36 months beginning on 1 April 2022 and ending on 31 March 2025.

Tameside CAS-3 2022-25 Accommodation Provider means Cromwood Limited, a company registered in England and Wales under company number 04512289 and whose registered office is at 14 Clifton Gardens, London N15 6AP.

Tameside CAS-3 2022-25 Accommodation Units means the 9 units of accommodation, located within the Recipient's Local Authority Area which will be made available by the Tameside CAS-3 2022-25 Accommodation Provider for occupation by Tameside CAS-3 2022-25 Residents during the Tameside CAS-3 2022-25 Programme Period in accordance with GM CAS-3 2022-25 Specification and the MoJ Addendum.

Tameside CAS-3 2022-25 Data Sharing Agreement means the data sharing agreement entered into on 5 August 2022 between (1) the Recipient (2) GMPS (3) the Tameside CAS-3 2022-25 Accommodation Provider and (4) the Tameside CAS-3 2022-25 Support Services Provider which sets out the respective obligations of the parties to the data sharing agreement in relation to the Personal Data that will be processed for the purpose of the delivery of the Tameside CAS-3 2022-25 Programme.

Tameside CAS-3 2022-23 Eligible Expenditure means the expenditure incurred by the Recipient during the Tameside CAS-3 2022-23 Programme Period for the purposes of delivering the Tameside CAS-3 2022-23 Funded Activities, which complies in all respects with the eligibility rules set out in paragraph 5 of these Conditions and the requirements of the MoJ Addendum;

Tameside CAS-3 2023-24 Eligible Expenditure means the expenditure incurred by the Recipient during the Tameside CAS-3 2023-24 Programme Period for the purposes of delivering the Tameside CAS-3 2023-24 Funded Activities, which complies in all respects with the eligibility rules set out in paragraph 5 of these Conditions and the requirements of the MoJ Addendum;

Tameside CAS-3 2024-25 Eligible Expenditure means the expenditure incurred by the Recipient during the Tameside CAS-3 2024-25 Programme Period for the purposes of delivering the Tameside CAS-3 2024-25 Funded Activities, which complies in all respects with the eligibility rules set out in paragraph 5 of these Conditions and the requirements of the MoJ Addendum;

Tameside CAS-3 2022-25 Eligible Expenditure means the expenditure incurred by the Recipient during the Tameside CAS-3 2022-25 Programme Period for the purposes of delivering the Tameside CAS-3 2022-25 Funded Activities, which complies in all respects with the eligibility rules set out in paragraph 5 of these Conditions and the requirements of the MoJ Addendum;

Tameside CAS-3 2022-23 Funded Activities means the delivery by the Recipient during the Tameside CAS-3 2022-23 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services which meet the requirements of the GM CAS-3 2022-25 Specification and the requirements of the MoJ Addendum;

Tameside CAS-3 2023-24 Funded Activities means the delivery by the Recipient during the Tameside CAS-3 2023-24 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services which meet the requirements of the GM CAS-3 2022-25 Specification and the requirements of the MoJ Addendum;

Tameside CAS-3 2024-25 Funded Activities means the delivery by the Recipient during the Tameside CAS-3 2024-25 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services which meet the requirements of the GM CAS-3 2022-25 Specification and the requirements of the MoJ Addendum;

Tameside CAS-3 2022-25 Funded Activities means the delivery by the Recipient during the Tameside CAS-3 2022-25 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services which meet the requirements of the GM CAS-3 2022-25 Specification and the requirements of the MoJ Addendum;

Tameside CAS-3 2022-23 Grant means the sum or sums the Authority will pay to the Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

Tameside CAS-3 2022-25 Grant means the total sum or sums the Authority will pay to the Recipient during the Tameside CAS-3 2022-25 Programme Period in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

Tameside CAS-3 2022-23 Grant Claim means the payment request by the Recipient to the Authority for payment of the Tameside CAS-3 2022-23 Grant;

Tameside CAS-3 2023-24 Grant Claim means the payment request by the Recipient to the Authority for payment of the Tameside Confirmed CAS-3 2023-24 Grant;

Tameside CAS-3 2024-25 Grant Claim means the payment request by the Recipient to the Authority for payment of the Tameside Confirmed CAS-3 2024-25 Grant;

Tameside CAS-3 2022-23 Maximum Sum means One Hundred and Ninety Seven Thousand, Eight Hundred and Twenty-Seven Pounds and Fifty Six Pence (£197,827.56), being the maximum amount of the Tameside CAS-3 2022-23 Grant the Authority will provide to the Recipient for the Tameside CAS-3 2022-23 Funded Activities;

Tameside CAS-3 2023-24 Maximum Sum means the maximum amount of the Tameside Confirmed CAS-3 2023-24 Grant the Authority has indicated that it will provide to the Recipient for the Tameside CAS-3 2023-24 Funded Activities;

Tameside CAS-3 2024-25 Maximum Sum means the maximum amount of the Tameside CAS-3 2024-25 Grant the Authority has indicated that it will provide to the Recipient for the Tameside CAS-3 2024-25 Funded Activities;

Tameside CAS-3 2022-25 Monitoring Requirements means the general monitoring requirements set out at paragraph 7 of this Grant Funding Agreement, together with the detailed monitoring and evaluation requirements set out in the MoJ Addendum and the Tameside CAS-3 2022-25 Data Sharing Agreement;

Tameside CAS-3 2022-25 Lead means Vanessa Rothwell, or such other suitably qualified officer of the Recipient who may be nominated by the Recipient from time to time to lead in the delivery of the Tameside CAS-3 2022-25 Programme by the Recipient;

Tameside CAS-3 2022-25 Programme means the delivery by the Recipient during the Tameside CAS-3 2022-25 Programme Period of the required number of Tameside CAS-3 2022-25 Accommodation Units and the Tameside CAS-3 2022-25 Support Services in accordance with the requirements of the GM CAS-3 2022-5 Specification and the MoJ Addendum;

Tameside CAS-3 2022-23 Programme Period means the period of 12 months beginning on the 1 July 2022 and ending on the 30 June 2023;

Tameside CAS-3 2023-24 Programme Period means the period of 12 months beginning on the 1 July 2023 and ending on the June 2024;

Tameside CAS-3 2024-25 Programme Period means the period of 12 months beginning on the 1 July 2024 and ending on the 30 June 2025;

Tameside CAS-3 2022-25 Programme Period means the period of 36 months beginning on the 1 July 2022 and ending on the 30 June 2025;

Tameside CAS-3 2022-25 Resident means a person on probation residing in a Tameside CAS-3 2022-25 Accommodation Unit during the Tameside CAS-3 2022-25 Programme Period;

Tameside CAS-3 2022-25 Support Services means the support services to be provided to the Tameside CAS-3 2022-25 Residents during the Tameside CAS-3 2022-25 Programme Period in accordance with the requirements of the GM CAS-3 2022-25 Specification and the MoJ Addendum;

Tameside CAS-3 2022-25 Support Services Provider means Tameside Metropolitan Borough Council's Safety and Homelessness Service.

Tameside Confirmed ABEN 2023-24 Grant means either the Tameside Sustained ABEN 2023-24 Grant, or the Tameside Tapering ABEN 2023-24, or such other sum, as confirmed in writing by the Authority to the Recipient as soon as reasonably practicable following the approval of the relevant GMCA annual budget by GMCA Committee.

Tameside Confirmed ABEN 2024-25 Grant means either the Tameside Sustained ABEN 2024-25 Grant or the Tameside Tapering ABEN 2024-25, or such other sum, as confirmed in writing by the Authority to the Recipient as soon as reasonably practicable following the approval of the relevant GMCA annual budget by GMCA Committee.

Tameside Confirmed CAS-3 2023-24 Grant means the sum or sums the Authority will pay to the Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

Tameside Confirmed CAS-3 2024-25 Grant means the sum or sums the Authority will pay to the Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

Tameside LA Area means the Recipient's Local Authority Area;

Tameside Sustained ABEN 2023-24 Indicative Grant means the sum of £260,000;

Tameside Sustained ABEN 2024-25 Indicative Grant means the sum of £260,000;

Tameside Tapering ABEN 2023-24 Indicative Grant means the sum of £250,000;

Tameside Tapering ABEN 2024-25 Indicative Grant means the sum of £227,760;

Third Party means any person or organisation other than the Recipient or the Authority;

Trade and Cooperation Agreement means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

UK General Data Protection Regulation and UK GDPR has the meaning given to it in section 3 (10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

Unspent Monies means any monies paid to the Recipient

- (i) in advance of Tameside ABEN 2022-25 Eligible Expenditure which remains unspent and uncommitted at the end of the Tameside ABEN 2022-25 Programme Period or because of termination or breach of these Conditions; or
- (ii) in advance of Tameside CAS-3 2022-25 Eligible Expenditure which remains unspent and uncommitted at the end of the Tameside CAS-3 2022-25 Programme Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) any reference in these Conditions which immediately before IP Completion Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;
- (6) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (7) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (8) references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;
- (9) references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (10) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. the Conditions set out within this Grant Funding Agreement;
- 2.3.2. Annex 1 in relation to the Tameside ABEN 2022-25 Programme;
- 2.3.3. Annex 2 in relation to the Tameside CAS-3 2022-25 Programme;
- 2.3.4. Annexes 3 to 7 inclusive.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

3.1. The Recipient will comply with the obligations in relation to the duration and purpose of the Grant set out at Annex 7 to this Grant Funding Agreement.

4. PAYMENT OF GRANT

4.1 The Recipient will comply with the obligations in relation to the payment of Grant set out at Annex 3 to this Grant Funding Agreement.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

5.1. The Authority will only pay the Tameside ABEN 2022-25 Grant to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Tameside ABEN 2022-25 Funded Activities and the Recipient will use the Tameside ABEN 2022-25 Grant solely for delivery of the Tameside ABEN 2022-25 Funded Activities (as set out in Annex 1 of these Conditions).

5.2. The Authority will only pay the Tameside CAS-3 2022-25 Grant to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Tameside CAS-3 2022-25 Funded Activities and the Recipient will use the Tameside CAS-3 2022-25 Grant solely for delivery of the Tameside CAS-3 2022-25 Funded Activities (as set out in Annex 2 of these Conditions).

5.3 The Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:

5.3.1 input VAT reclaimable by the grant recipient from HMRC;

5.3.2 payments for activities of a political or exclusively religious nature;

5.4 Other examples of expenditure, which are prohibited, include the following:

5.4.1 contributions in kind;

5.4.2 interest payments or service charge payments for finance leases;

5.4.3 gifts;

5.4.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;

5.4.5 payments for works or activities which the Recipient has a statutory duty to undertake, or that are fully funded by other sources;

5.4.6 bad debts to related parties;

5.4.7 payments for unfair dismissal or other compensation;

- 5.4.8 depreciation, amortisation or impairment of assets owned by the Recipient;
- 5.4.9 the acquisition or improvement of assets by the Recipient; and
- 5.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

6 ANNUAL GRANT REVIEW

- 6.1 The Authority will review the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant annually. The Authority will take into account the Recipient's delivery of the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-25 Funded Activities against the agreed outputs set out in Annex 5 of these Conditions by the Recipient in accordance with paragraph 6.2 of these Conditions.
- 6.2 Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):
 - 6.2.1 the Tameside ABEN 2022-25 Funded Activities and the Tameside CAS-3 2022-25 Funded Activities should continue in line with existing plans;
 - 6.2.2 the outputs for the Tameside ABEN 2022-25 Funded Activities and/or the Tameside CAS-3 2022-25 Funded Activities should be re-defined and agreed;
 - 6.2.3 the Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Recipient will take to improve delivery of the Tameside ABEN 2022-25 Funded Activities and/or the Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Recipient will take to improve delivery of the Tameside CAS-3 2022-25 Funded Activities;
 - 6.2.4 the Authority should recover any Unspent Monies;
 - 6.2.5 the Tameside ABEN 2022-25 Grant, and/or the Tameside GM CAS-3 2022-25 Grant, be terminated in accordance with paragraph 25.11 of these Conditions.
- 6.3 If the Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.3 the Remedial Action Plan process set out in paragraph 25.4 to 25.10 shall apply.
- 6.4 The Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

7. MONITORING AND REPORTING

- 7.1. The Recipient shall closely monitor the delivery and success of the Tameside ABEN 2022-25 Funded Activities throughout the Tameside ABEN 2022-25 Funding Period to ensure that the aims and objectives of the Tameside ABEN 2022-25 Funded Activities are achieved. The Recipient shall closely monitor the delivery and success of the Tameside CAS-3 2022-25 Funded Activities throughout the Tameside CAS-3 2022-25 Funding Period to ensure that the aims and objectives of the Tameside CAS-3 2022-25 Funded Activities are achieved.
- 7.2. The Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Recipient has used the Tameside ABEN

2022-25 Grant, and the Tameside CAS-3 2022-25 Grant in accordance with the Grant Funding Agreement.

- 7.3. The Recipient shall also provide the Authority with reports at intervals to be determined by the Authority on:
- 7.3.1. the progress made towards achieving the agreed outputs and the defined longer term outcomes in relation to the Tameside ABEN 2022-25 Programme set out in Annex 1 of these Conditions.
 - 7.3.2. the progress made towards achieving the agreed outputs and the defined longer term outcomes in relation to the Tameside CAS-3 2022-25 Programme set out in Annex 2 of these Conditions.
- 7.4 The Recipient must complete the GM ABEN 2022-25 Monitoring Reports in relation to the Recipient's delivery of the Tameside ABEN 2022-25 Programme as set out in Annex 1 of these Conditions. The Recipient must return its completed GM ABEN 2022-25 Monitoring Reports to the Authority as set out in Annex 1 of these Conditions.
- 7.5 The Recipient must complete the GM CAS-3 Monitoring Reports in relation to the Recipient's delivery of the Tameside CAS-3 2022-25 Programme as set out in Annex 2 of these Conditions. The Recipient must return its completed GM CAS-3 2022-25 Monitoring Reports to the GMPS as set out in Annex 2 to these Conditions. The Recipient must comply with its obligations under the Tameside CAS-3 2022-25 Data Sharing Agreement in relation to the processing of Personal Data for the purpose of the delivery of the Tameside CAS-3 2022-25 Programme.
- 7.6 The Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.7 The Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 7.8 The Recipient will notify the Authority as soon as reasonably practicable of:
- 7.8.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.8.2 actual or potential variations to the Tameside ABEN 2022-25 Eligible Expenditure and/or any event which materially affects the continued accuracy of such information; and
 - 7.8.3 actual or potential variations to the Tameside GM CAS-3 2022-25 Eligible Expenditure and/or any event which materially affects the continued accuracy of such information.
- 7.9 The Recipient represents and undertakes (and shall repeat such representations on delivery of its reports pursuant to paragraphs 7.4 and 7.5):
- 7.9.1 that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.9.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.9.3 that any data it provided pursuant to an application for the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant may be shared within the powers

conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. AUDITING AND ASSURANCE

- 8.1. Within six months of the end of each Financial Year the Recipient will provide the Authority with independent assurance that the Tameside ABEN 2022-25 Grant has been used for delivery of the Tameside ABEN 2022-25 Funded Activities, and that the Tameside GM CAS-3 2022-25 Grant has been used for the delivery of the Tameside GM CAS-3 2022-25 Funded Activities. To satisfy this requirement the Recipient will provide annual accounts audited by an independent and appropriately qualified auditor where the Tameside ABEN 2022-25 Grant and the Tameside GM CAS-3 2022-25 Grant are clearly segregated from other funds.
- 8.2. The Authority may, at any time during and up to 6 years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Recipient agrees to grant the Authority or its Representatives access, as required, to all Tameside ABEN 2022-25 Funded Activities sites and relevant records, and all Tameside CAS-3 2022-25 Funded Activities sites and relevant records. The Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Tameside ABEN 2022-25 Grant, or the Tameside GM CAS-3 2022-25 Grant has been used properly in accordance with the Grant Funding Agreement, the Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Recipient shall:
 - 8.4.1. nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
 - 8.4.2. identify separately the value and purpose of the Tameside ABEN 2022-25 Grant Funding, and the Tameside GM CAS-3 2022-25 Grant Funding in its audited accounts and its annual report; and
 - 8.4.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
- 8.5. The Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Tameside ABEN 2022-25 Eligible Expenditure, and the Tameside GM CAS-3 Eligible Expenditure during the relevant Funding Period for a period of 6 years from the date on which the relevant Funding Period ends.
- 8.6. The Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-25 Funded Activities for a period of 6 years from the date on which the relevant Funding Period ends.
- 8.7. The Recipient will promptly provide revised forecasts of income and expenditure in relation to the Tameside ABEN 2022-25 Funded Activities, and/or the Tameside CAS-3 2022-25 Funded Activities at the request of the Authority.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. The Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant. The Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Tameside ABEN 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities must be notified to the Authority as soon as they are identified. The Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter is referred (which the Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Tameside ABEN 2022-25 Grant and/or the Tameside CAS-3 2022-25 Grant to the Recipient. Any grounds for suspecting financial irregularity includes what the Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Recipient agrees and accepts that it may become ineligible for Tameside ABEN 2022-25 Grant support, and/or Tameside CAS-3 2022-25 Grant support, and may be required to repay all or part of the Tameside ABEN 2022-25 Grant, and/or the Tameside CAS-3 2022-25 Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 9.6. For the purposes of paragraph 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Tameside ABEN 2022-25 Grant, and/or the Tameside CAS-3 2022-25 Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Tameside ABEN 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities and who need to know the information.

- 11.2. The Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Recipient:
 - 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
 - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

12. TRANSPARENCY

- 12.1. The Authority and the Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

13. STATUTORY DUTIES

- 13.1. The Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2. Where requested by the Authority, the Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts. Where requested by the Recipient, the Authority will provide reasonable assistance and cooperation to enable the Recipient to comply with its information disclosure obligations under the Information Act.
- 13.3. On request from the Authority, the Recipient will provide the Authority with all such relevant documents and information relating to the Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Recipient and the Grant Funding Agreement without consulting the Recipient.
- 13.5. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining

in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 14.1. The Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.
- 14.2. The Parties agree that for the purposes of the Data Protection Legislation in relation to the Tameside ABEN 2022-25 Programme the Recipient is a Joint Controller and the Authority is a Joint Controller unless otherwise specified in Annex 6 of these Conditions. The Parties agree that for the purpose of the Data Protection Legislation in relation to the Tameside GM CAS-3 Programme, the GMPS is a Joint Controller and the Recipient is a Joint Controller, and the Tameside Accommodation Provider is a Data Processor and the Tameside Support Services Provider is a Data Processor as set out in the Tameside CAS-3 2022-25 Data Sharing Agreement.
- 14.3. The Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Tameside ABEN 2022-25 Funded Activities and shall comply with the provisions set out in this paragraph 14 and Part 3 of Annex 6. The Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Tameside CAS-3 2022-25 Funded Activities and shall comply with the provisions set out in the Tameside CAS-3 2022-25 Data Sharing Agreement.
- 14.4. To the extent that the Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.5. Each Party shall, 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.

Public Procurement

- 14.6. The Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.7. Where the Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the

Authority shall not be liable for the Recipient's failure to comply with its obligations under the Procurement Regulations.

15. SUBSIDY CONTROL

- 15.1. The Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's international obligations in respect of subsidies.
- 15.2. The Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 15.3. The Recipient acknowledges and represents that the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are being awarded on the basis that the Funded Activities being undertaken using the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are not used in way that affects any such trade.
- 15.4. The Recipient acknowledges and accepts that the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are awarded on the basis that the Funded Activities being undertaken using the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are, and will remain, non-economic activities. The Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant are not used to cross-subsidise any economic activity.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Intellectual Property in all IPR Material will be the property of the Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. The Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release

of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

- 17.2. The Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.3. The Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Recipient shall endeavour to reduce fuel emissions wherever possible.

18. INSURANCE

- 18.1. The Recipient will during the term of the Funding Period and for 6 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 18.2. The Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

19. ASSIGNMENT

- 19.1. The Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 19.2. Any approval given by the Authority will be subject to a condition that the Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Recipient to work with another organisation in delivering the Funded Activities.

20. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 20.1. The Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Tameside ABEN 2022-25 Grant, and/or the Tameside CAS-3 2022-25 Grant.
- 20.2. The Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Tameside ABEN 2022-25 Grant, and/or the Tameside CAS-3 2022-25 Grant will deliver measurable outcomes that meet government objectives to secure value for money.

21. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 21.1. The Recipient must obtain prior written consent from the Authority before:

- 21.1.1. writing off any debts or liabilities;
- 21.1.2. offering to make any Special Payments; and

21.1.3. giving any gifts,

in connection with this Grant Funding Agreement.

21.2. The Recipient will keep a record of all gifts, both given and received, in connection with the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-24 Grant, or any Funded Activities.

22. BORROWING

22.1. In accordance with this paragraph 22, the Recipient must obtain prior written consent from the Authority before:

22.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and

22.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

23. PUBLICITY

23.1. The Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's application to the Authority for Tameside ABEN 2022-25 Grant, and Tameside CAS-3 2022-24 Grant, or any monitoring reports submitted to the Authority in accordance with paragraph 7 of these Conditions.

23.2. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

23.3. The Authority consents to the Recipient carrying out any reasonable publicity about the Tameside ABEN 2022-25 Grant and the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-25 Grant and the Tameside CAS-3 2022-25 Funded Activities, as required, from time to time.

23.4. Any publicity material for the Tameside ABEN 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities, must refer to the programme under which the grant was awarded by the Authority and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Recipient must first seek permission from the Authority.

23.5. The Recipient will acknowledge the support of the Authority in any materials that refer to the Manchester Tameside 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities, and in any written or spoken public presentations about the Tameside ABEN 2022-25 Funded Activities, or the Tameside CAS-3 2022-25 Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.

23.6. In using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

24. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 24.1. The Authority will notify the Recipient of any changes to their activities, which are supported by the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant.
- 24.2. The Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

25. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 25.1. The Authority may exercise its rights set out in paragraph 25.3 if any of the following events occur:
 - 25.1.1. the Recipient uses the Tameside ABEN 2022-25 Grant for a purpose other than the Tameside ABEN 2022-25 Funded Activities, or the Recipient uses the Tameside CAS-3 2022-25 Grant for a purpose other than the Tameside CAS-3 2022-25 Funded Activities;
 - 25.1.2. the Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
 - 25.1.3. where delivery of the Tameside ABEN 2022-25 Funded Activities have not started by 1 April 2022, and delivery of the Tameside GM CAS-3 2022-25 Funded Activities have not started by the 1 July 2022 and the Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
 - 25.1.4. the Recipient uses the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant for Ineligible Expenditure;
 - 25.1.5. the Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Annex 5 of these Conditions;
 - 25.1.6. the Recipient fails to:
 - 25.1.6.1 submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 25.3.4 or paragraph 6.2.3;
 - or
 - 25.1.6.2 improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
 - 25.1.7. the Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
 - 25.1.8. the Recipient fails to declare Duplicate Funding;
 - 25.1.9. the Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
 - 25.1.10. the Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;

- 25.1.11. the Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 25.1.12. the Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 25.1.13. the Authority determines (acting reasonably) that the Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigned or novated the Tameside ABEN 2022-25 Grant, or the Tameside GM CAS-3 2022-25 Grant without the Authority's consent;
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 25.1.14. the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 25.1.15. the Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 25.1.16. the European Commission or the Court of Justice of the European Union requires any Tameside ABEN 2022-25 Grant, or any Tameside CAS-3 2022-25 Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol.
- 25.1.17. a court, tribunal or independent body or authority of competent jurisdiction requires any Tameside ABEN 2022-25 Grant, or any Tameside CAS-3 2022-25 Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Cooperation Agreement or the terms of any UK subsidy control legislation;
- 25.1.18. The Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
- 25.1.18.1 will be materially detrimental to the Funded Activities and/or;
 - 25.1.18.2 the new body corporate cannot continue to receive the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant because they do not meet the eligibility criteria used by the Authority to award the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant to the Recipient;
 - 25.1.18.3 the new body corporate intends to make fundamental change(s) to the purpose for which the Tameside ABEN 2022-25 Grant, or the Tameside CAS-3 2022-25 Grant was given.

25.2 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining to the Event of Default, and details of any action that the Authority intends to take or has taken.

Rights reserved for the Authority in relation to an Event of Default

25.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

- 25.3.1 suspend or terminate the payment of Tameside ABEN 2022-25 Grant, and/or Tameside CAS-3 2022-25 Grant for such period as the Authority shall determine; and/or
- 25.3.2 reduce the Tameside Confirmed ABEN 2022-25 Maximum Sum in which case the payment of Tameside ABEN 2022-25 Grant shall thereafter be made in accordance with the reduction and notified to the Recipient; and/or reduce the Tameside Confirmed CAS-3 2022-25 Maximum Sum in which case the payment of Tameside CAS-3 2022-25 Grant shall thereafter be made in accordance with the reduction and notified to the Recipient;
- 25.3.3 require the Recipient to repay the Authority the whole or any part of the amount of Tameside ABEN 2022-25 Grant, and/or Tameside CAS-3 2022-25 Grant, previously paid to the Recipient. Such sums shall be recovered as a civil debt; and/or
- 25.3.4 give the Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 25.4 to 25.10;
- 25.3.5 terminate the Grant Funding Agreement.

Opportunity for the Recipient to remedy an Event of Default

25.4 Where the Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 25.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Recipient receiving notice from the Authority.

25.5 The draft Remedial Action Plan shall set out:

- 25.5.1 full details of the Event of Default; and
- 25.5.2 the steps which the Recipient proposes to take to rectify the Event of Default including timescales.

25.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Recipient.

25.7 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Recipient is required to submit an amended Remedial Action Plan to the Authority.

25.8 If the Authority directs the Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.

25.9 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.

- 25.10 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 25.3.3 or 25.3.4 unless the Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.
- 25.11 The Authority will not be liable to pay any of the Recipient's costs or those of any contractor/supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Control

- 25.12 The Recipient shall notify the Authority immediately in writing and as soon as the Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 25.13 The Recipient shall ensure that any notification made pursuant to paragraph 25.12 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 25.14 Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 25.1 of these Conditions providing the Recipient with notification of its proposed action in writing within three (3) months of:
- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 25.15 The Authority shall not be entitled to terminate where an approval was granted prior to the Change of Control.

26 DISPUTE RESOLUTION

- 26.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 26.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.
- 26.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of 3 months, then the matter will be escalated to formal meeting between the Grant Manager and the Recipient's chief executive (or equivalent).

27 LIMITATION OF LIABILITY

- 27.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient delivering/running the Funded Activities, the use of the Tameside ABEN 2022-25 Grant, or the use of the Tameside GM CAS-3 2022-25 Grant, or from withdrawal, withholding or suspension of the Tameside ABEN 2022-25 Grant, or the Tameside GM CAS-3 2022-25 Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to

the Funded Activities, the non-fulfilment of obligations of the Recipient under this Grant Funding Agreement or its obligations to Third Parties.

- 27.2 Subject to this paragraph 27, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

28 VAT

- 28.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 28.2 All sums or other consideration payable to or provided by the Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

29 NOTICES

- 29.1 All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 6 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 6 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

30 GOVERNING LAW

- 30.1 These Conditions will be governed by and construed in accordance with the law of England [and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

32 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

No person who is not a party to this Grant Funding Agreement shall have the right to enforce any of its terms.

33 COUNTERPARTS AND ELECTRONIC SIGNATURES

- 33.1 This Grant Funding Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one and the same Grant Funding Agreement.
- 33.2 Each Party agrees that the delivery of this Grant Funding Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Funding Agreement by all parties.

- 33.3 Each Party agrees that any Party may sign this Grant Funding Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of each Party's intention to be bound by this Grant Funding Agreement as if signed by each Party's manuscript signature.
- 33.4 When the Parties use email for the sending of this Grant Funding Agreement, the copy sent by e-mail shall be accepted.

ANNEX 1

THE TAMESIDE ABEN 2022-25 PROGRAMME

A Bed Every Night Framework for 2022-25: Preventing and Relieving Rough Sleeping through Covid Recovery



1.0 BACKGROUND

- 1.1. A Bed Every Night (ABEN) is a Greater Manchester-wide approach, which provides accommodation and support for people experiencing rough sleeping, or at imminent risk, who have no interim statutory accommodation options open to them.
- 1.2. Initially developed as an additional service in the winter months, ABEN has seen continual iteration and grown to deliver an essential accommodation option for people experiencing rough sleeping, year-round. Moreover, as the provision has developed our learning has helped us gain greater insight into what works and where the opportunities now lie for us adapt and position our response.
- 1.3. This learning process has allowed the service to adapt and involve iteratively and organically across a number of years, broadly summarised as follows:

Year	Development
2018	<ul style="list-style-type: none">• Development of the model, following a prolonged and effective Severe Weather emergency Protocol response across GM.• Initial conception of the model and principles (e.g. unconditional access)• Implementation of the accommodation and support offer.
2019	<ul style="list-style-type: none">• Expanding and developing the accommodation offer.• Developing and formalising the governance structures• Investing in and enhancing the development and professionalisation of the ABEN workforce.

2020	<ul style="list-style-type: none"> • Ensuring provision is ‘Covid-19 compliant’ including preference for self-contained or HMO accommodation where possible • Ensuring provision supports a safe exit plan for those who have been accommodated in hotels and hostels during the lockdown period. • Ensuring specialised provision for women as transition from women’s only site during Covid-19 • A greater emphasis on holistic support in addition to accommodation which includes; expansion or further development of the holistic health offer, better connecting support for clients with digital and integrated models of delivery • A professional-led model supported by a robust voluntary sector offer • A focus on gender-responsive and trauma informed support • Looking to ensure value for money through Housing Benefit or Universal Credit claims where possible for the ABEN accommodation.
2021	<ul style="list-style-type: none"> • Development and implementation of LGBT+ ABEN service • Heriot-Watt Evaluation of the service and developing an action plan. • Introduction of single referral and reporting tool: ABEN Emergency Provision Database

1.4. The core aims and principles of ABEN and its position within a wider range of support provision (both specific to rough sleeping and within our wider support for people and communities), remains consistent:

Core Aims	Core Principles
To help end the need for people to sleep rough by providing accommodation and support	A consistent Greater Manchester wide accommodation and support offer (within parameters of variety and specialism required)
To invest and work in partnership across relevant sectors and organisations	Transitional, rapid relief pathway
To fill the gaps and complement existing provisions so that everyone has accommodation	Flexible and ongoing access that recognises an individual’s journey may not be linear
To constantly learn and improve the Greater Manchester response to rough sleeping, case make and build an evidence base to inform lobbying, commissioning and funding	Support to meet immediate needs (harm reduction, safety and shelter) and give respite
	Person centred, gender-responsive and trauma informed support to recover and reconnect
To support a stronger whole system response to preventing and relieving homelessness	Aligns and complements statutory duties under Homelessness Reduction Act and knits into local infrastructure

	Available to individuals with a local connection to Greater Manchester
To raise public perception of rough sleeping and provide a channel for action	Continued learning from local practice and personal experiences, feeding into all relevant agendas and policy areas
	To stimulate and raise engagement with voluntary and community organisations, and support mature and resilient community infrastructure

- 1.5. ABEN is about more than bedspaces. These aims and principles speak to our wider homeless and rough sleeping response including the Rough Sleeper Initiative, Housing First, Rapid Rehousing Pathways all of which should be delivered as complementary pathways and provide considered options and resources for people who rough sleep.

2.0 CONTRACT TERM AND CORE FUNDING

- 2.1. Core funding will be aligned to the latest iteration (2022) of Rough Sleeper Initiative funding. This means that:

- Interim funding will be made available to cover the period 1st April and 30th June 2022. There are no anticipated changes to the service during this period.
- GMCA will enter into a one-year grant agreement with all Boroughs commencing 1 July 2022, with the option to extend for two further 12 month periods (up to 30th June 2025).
- Options to extend will be taken by mutual agreement, subject to continued funding arrangements and subject to the satisfactory achievement of outcomes as agreed with GMCA.

- 2.2. The expected funding breakdown for year one of ABEN (2022-23) is as follows:

Borough	Grant amount	Core units (min.)
Bolton	£424,552	38
Bury	£199,894	25
Manchester	£1,628,000	88
Oldham	£277,200	23
Rochdale	£219,680	26
Salford	£1,440,000	160
Stockport	£66,000	10
Tameside	£286,000	26
Trafford	£79,590	10
Wigan	£281,788	20

Total	£4,902,704	426
--------------	-------------------	------------

- 2.3. The nature of the funding model of ABEN is expected to change over the intended 3 year term of this funding round. The aim of this change is to ensure the long term sustainability of ABEN, whilst driving up quality.
- 2.4. Over the lifetime of the contract, it is anticipated that grant funding will gradually reduce year on year, as Local Authorities move towards a funding model based on Housing Benefit income.
- 2.5. GMCA will continually seek additional funding through RSI and other funding mechanisms to provide complementary support services which directly support ABEN provision (e.g. health services, specialist services, workforce development).

3.0 KEY LEARNING AND DEVELOPMENTS

- 3.1. Regular Assurance and Learning meetings take place with Local Authority teams, supplemented by local learning conversations at forums such as Homelessness Partnership Boards.
- 3.2. Data collection and reporting is carried out via ABEN Emergency Provision Database, a single system which allows automatic report generation for Local Authorities, partners and the GMCA, enabling real time quantitative analysis.

- 3.3. Key learning to date is summarised as follows:

Infection Control

- 3.4. The steps taken by the homelessness services, in particular providing self-contained accommodation, have prevented serious outbreak of Covid-19 in the community.¹ We also understand that Covid-19 will be with us for the foreseeable future and the necessity for self-contained provision remains.
- 3.5. In addition to the infection control benefits, self-contained provision has generated wider benefits for individuals. The improved quality of accommodation and giving people their own 'front door' is in line with psychologically-informed approaches to the physical environment. This provides people with stability to access support, dignity in their recovery from homelessness and promotes feelings of autonomy, choice and control.

Effectiveness and Improving Quality

- 3.6. Herriot Watt I-SPHERE Unit were commissioned to provide independent evaluation on A Bed Every Night through 2019-2020 (Appendix 9) and their

¹ Lancet article

findings pose critical questions that inform the continued development of A Bed Every Night. These include:

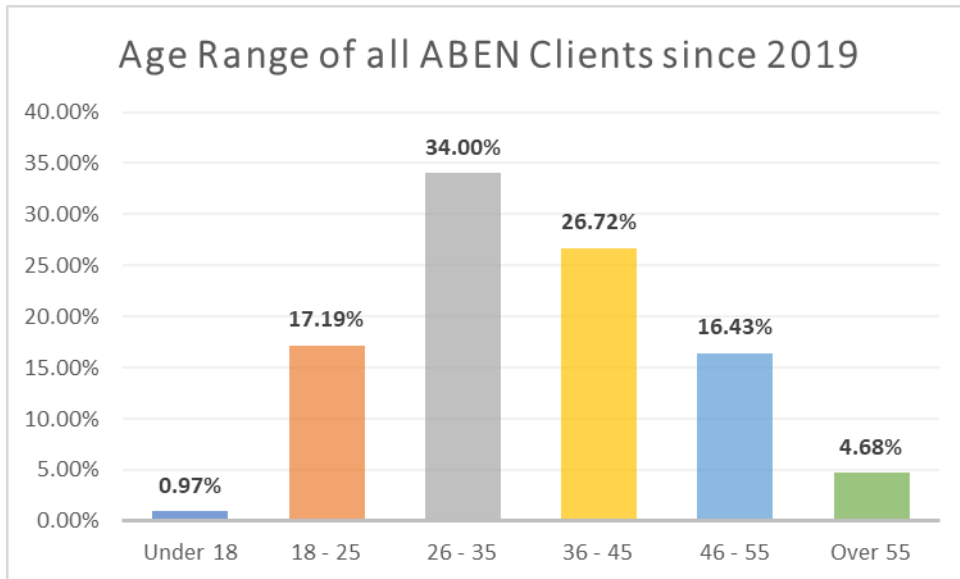
- Improving quality of support through workforce training and a review of caseloads and case management minimum expectations
 - Improving the drug and alcohol addiction support pathways available to this cohort
 - Exploring the use of fully self-contained accommodation, away from congregate or night shelter models which damage wellbeing and restrict ability to cope
 - Reducing the use of eviction and ensuring more consistent and effective accommodation licenses/behaviour policies
- 3.7. There have been multiple successes in implementing the recommendations of this report to date and this specification continues to further embed these recommendations into the development of A Bed Every Night. Localities will be expected to work towards implementation of the recommendations across the service.
- 3.8. The Assurance and Learning Framework will include regular maturity assessment on the extent to which boroughs are implementing these recommendations and help identify and unpick any barriers to realising them.

Financial Sustainability

- 3.9. Localities will be expected to maximise value from welfare system and make best use of LHA or Housing Benefit income to recoup housing management and support costs. This is critical to developing a more cost-effective model and comes with considerations regarding accessibility and compliance.

Suitability

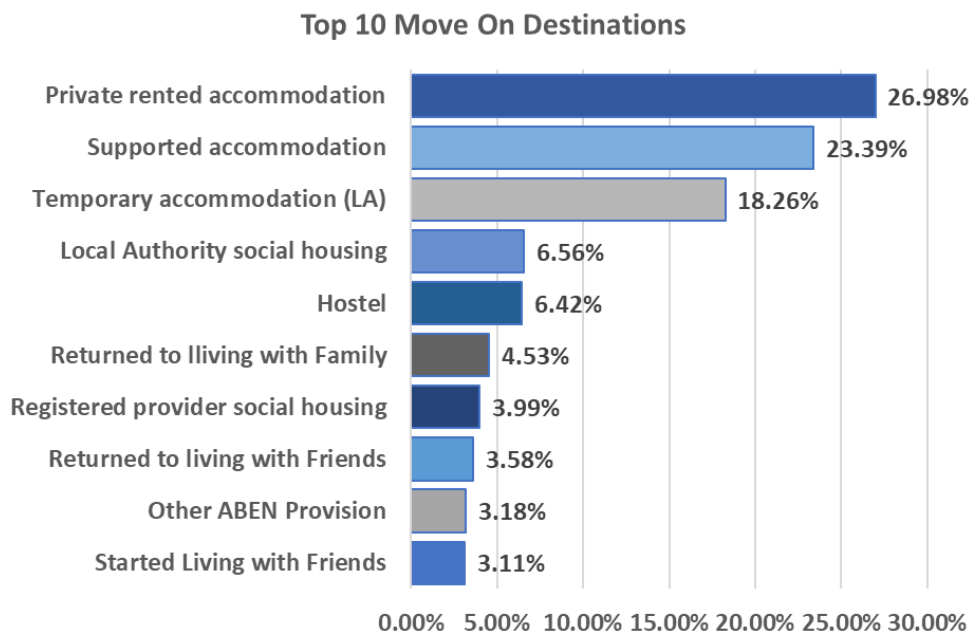
- 3.10. A need to ensure ABEN provision is targeted at the right cohort has also been identified as being crucial to the ongoing success of the service. It is expected that ABEN is the accommodation of last resort for those with no priority need, who are at risk of rough sleeping.
- 3.11. Data monitoring has supported an understanding of people's needs and outcomes:
- **People using ABEN are relatively young:** Continued uptake of ABEN by young adults across 18-25, 26-30 and 31-35 age groups. They attest for 52% of all people accommodated since April 2019 (see below breakdown).



This

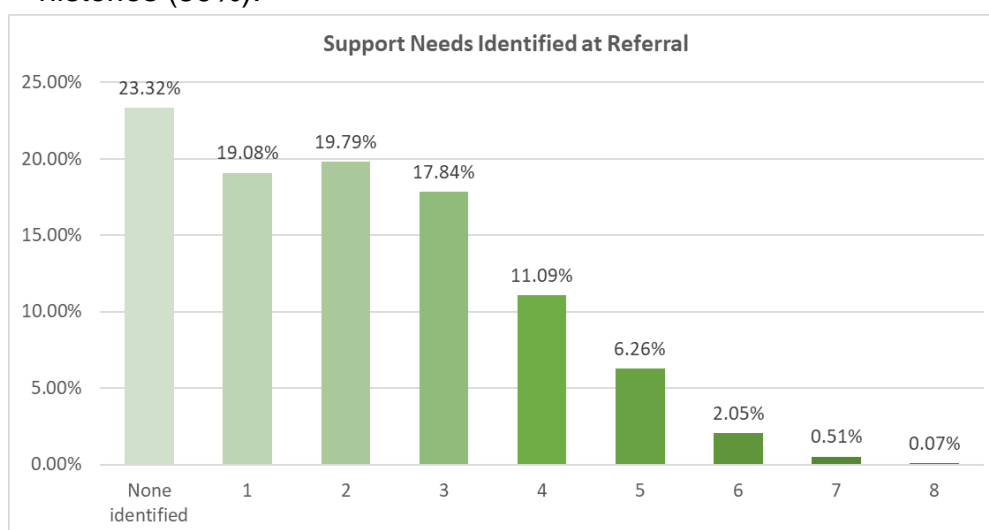
presents both challenges (e.g. LHA shared room rate) and opportunities (employment-focused resettlement) to support timely move on from ABEN accommodation.

- ABEN increasingly accommodates people with multiple, complex needs:** Prevalence of move on into supported accommodation settings makes up 23% of all positive accommodation outcomes suggesting the high needs of clients and questioning the need for repeat HRA assessments to



correctly identify statutory duty.

37% of people referred into ABEN between November 2020-21 had 3 or more support needs identified at referral. Of these, the most commonly identified needs are: substance misuse (57%), mental health (54%) and offending histories (39%).



This data also

suggests that the referral process itself may not be extracting information on needs as effectively as desired.

- **ABEN is a successful preventative or early rough sleeping intervention:** with high records of sofa surfing (30%) and people deemed to be at imminent risk of rough sleeping making use of the service. A further 30% rough slept prior to entering ABEN.

3.12. Despite the reduction in street sleeping, we continue to see high levels of demand for rough sleeping services by those now accommodated and requiring ongoing support, and those new to the streets. This is expected to rise and place greater pressure on scarce affordable rehousing opportunities. It is therefore vital that ABEN works in close alignment with wider programmes and integrated public service delivery and makes use of all available community assets.

4.0 ACCOMMODATION

4.1. All accommodation must meet the minimum standards as set out in GM ABEN Accommodation Standards (Appendix 7). Localities are responsible for ensuring accommodation meets these standards.

- 4.2. The costs associated with providing accommodation must (except in exceptional circumstances) be covered by rent and service charge. Local Authorities should seek to claim Housing Benefit or Universal Credit to cover these costs, in order to continue to increase the financial viability of the service.

5.0 SERVICE MODEL

- 5.1. An overview of the service model is contained in Appendix 2.
- 5.2. It is expected that, where provision is commissioned by a third party, localities will ensure that the commissioned service is compliant with and performance managed against the service model.

6.0 SUPPORT MODEL

- 6.1. We recognise and celebrate the diversity of approaches to supporting people across the ABEN programme. The diversity of providers and interventions creates incubators of best practice across GM and GMCA intends to spread this good practice through the establishment of Communities of Practice.
- 6.2. We also recognise the need for consistency in the principles of support. It is expected that the support model for ABEN will be based on the following principles:
- **Psychologically-informed environments:** with a clear support framework underpinned by the principles of and best practice within positive psychology. We would expect to see: a clear psychological framework (e.g. cognitive behavioural coaching), a culture of psychological awareness amongst teams (including reflective practice/clinical supervision), a comprehensive training offer and an appreciation of how the physical environment and the way in which services are delivered impacts on people's psychological wellbeing.
 - **Strengths-based, person-centred support:** the support process should be inherently human and recognise people's strengths/assets (their personalities, interests, existing support networks, etc.), rather than pathologizing people by focussing obsessively on risks and needs. Support plans should paint a vivid picture of the *person*, rather than the problem, and people should be active participants in co-producing their own support plans, goals and objectives.
 - **Trauma Informed Practice:** with systems, processes and support relationships which actively promote recovery from trauma and adverse childhood experiences. Services should clearly acknowledge the effects traumatic experiences have on people's lives and the myriad ways in which these experiences can manifest (e.g. behaviours that challenge, complex mental illness, learned helplessness etc.)

- **Recovery Approach:** Recognising the prevalence of substance misuse amongst street homeless populations, we expect providers to adopt a harm reduction ethos. This means taking a holistic view of substance misuse, recognising the complexity of recovery from addiction and having the infrastructure (e.g. appropriate training, naloxone administration) to work with people in the early (pre-contemplative and contemplative) stages of recovery.
 - **Focus on Resettlement** where every person has a clear move on plan and the entire support process is framed around securing an appropriate onward referral and preparing people for the next step. This is not limited to accommodation and considers all of the resources the client needs to stay happy, healthy and thriving in their new home.
 - **Valuing Lived Experience:** with people with experience of homelessness directly informing the delivery and development of the service, through (for example) volunteering/peer mentoring, formal employment programmes and the involvement of current/former clients in recruitment, service audit etc.
- 6.3. Local Authorities are also expected to utilise the welfare system (via rent recovery) to recoup the costs of supporting people in ABEN accommodation. From April 2023 GMCA will only fund support costs via grant where it is impossible to fund this through other means.

7.0 NO RECOURSE SERVICE

- 7.1. Following the success and evidence of demand for the ABEN NRPF Service, this will continue and capacity will be maintained for 60 people at any given time.
- 7.2. 60 beds are funded across 4 boroughs, open to all boroughs to refer into, with floating support for these residents and any other NRPF residents that the Local Authority may be working with through street outreach or in additional accommodation.
- 7.3. The service will be focused on increasing the level of triage to work within legal public spending for the majority of cases, and drawing down on the charitable funding only where this is exceeded.
- 7.4. This will result in increased triage and monitoring and will require continued development of partnerships with VCSE organisations to manage long term NRPF cases who are at continued risk of rough sleeping.

Borough	NRPF grant amount	NRPF units
Oldham	£79,200	7
Manchester	£396,000	30
Rochdale	£52,800	4
Salford	£264,300	19

Overarching support service: GMIAU and Booth Centre	£104,996	N/A
Total:	£897,296	60

8.0 COVID-19 AND PUBLIC HEALTH GUIDANCE

- 8.1. Our provision must continue to acknowledge the threat of Covid-19. Our standards and framework need to ensure that clients are able to socially distance themselves, that staff are also supported to and have the equipment to carry out safe practices during this period, that we adapt our provision around the current local response (e.g. Community Hubs), and that we are also compliant with the latest government guidance and regulations.
- 8.2. As a minimum all accommodation provision should be in non-shared sleeping conditions as opposed to shared. There may be limited exceptions, but only where there is assurance from DPHs that this is 100% necessary and provision cannot be provided in other ways.
- 8.3. It is expected that areas utilising shared accommodation will seek to identify suitable alternative, self-contained accommodation over the life of ABEN and this will be monitored as part of the ongoing Assurance and Learning framework.
- 8.4. Local Authorities must ensure that all current and emerging Public Health Guidance is followed in relation to Covid-19 infection control. This includes:
- **Supporting behaviours:** Accommodation providers ensuring that staff and people they support are maintaining good personal hygiene and managing infection control to as high a degree as possible.
 - **Hygiene and Cleanliness:** Implementing general interventions to prevent spread of infection, which may include increased cleaning activity to reduce risk of retention of the virus on hard surfaces, making antibacterial hand gel available where possible and keeping property properly ventilated by opening windows whenever safe and appropriate.
 - **Self-isolation:** ABEN accommodation should be suitable for self-isolation and shielding as far as possible, although there is an acknowledgement some may be group living environments with communal areas and others wholly self-contained. Residents with suspected or confirmed COVID-19 should be supported to self-isolate and not mix with or spend time in rooms next to residents who are clinically extremely vulnerable. In some cases a move to alternative accommodation may be considered.
 - **Social Distancing** (where required): Accommodation providers and staff should follow social distancing measures (2 meters apart) for everyone accommodated wherever possible (as required by emerging guidance), and the shielding guidance for anyone who falls into this extremely vulnerable group.
 - **Reduced Occupancy:** Substantial lowering of the limit on maximum number of occupants staying in any shared accommodation at any one time (to ensure at least 2m distance can be adhered to) should be considered as required by emerging guidance, in dialogue with Public Health colleagues.

- **Sensible use of space:** Adjustment on how people move around buildings and use the space within it should be made to ensure safe distancing is possible at all times. This is supported by use of floor marking to indicate safe distances. Appropriate signage and posters should be displayed on site to alert people to increased risk.
- **Personal Protective Equipment:** If neither the support worker nor the individual accommodated is symptomatic, then no personal protective equipment is required above and beyond normal good hygiene practices.

Emerging guidance may require residents and staff to wear face coverings by law when in communal indoor spaces, unless they are exempt for health, disability or other reasons. Staff should remind residents they are required to wear a face covering and consider providing them.

- It is not expected to have dedicated isolation facilities for people living in the accommodation but providers should clear processes for self-isolation when someone in the accommodation displays symptoms of COVID-19. Where possible any resident presenting with symptoms of COVID-19 should be separated in a single room with a separate bathroom. Contact the NHS 111 COVID-19 service for advice on assessment and testing.

9.0 HEALTH SUPPORT

- 9.1. There is continued commitment to further developments to the health support offer for people accessing ABEN accommodation. GMCA and GM Health and Social Care Partnership commission a range of support services designed to improve access, however the responsibility for supporting people to improve their physical and mental health lies with localities and their providers.
- 9.2. Clinical Commissioning Group and Public Health team should be able to demonstrate how people accessing ABEN are supported to address their health needs, recognising co-morbidity and challenges to accessing mainstream services. I.e. Inclusion Health standards.
- 9.3. Individuals accommodated in ABEN should have access to appropriate health and support services to ensure their wider needs are met. This should be arranged locally, engaging with local providers and commissioners to ensure alignment and support to ABEN. At a **minimum** this must include;
 - Health Assessment to inform a support plan
 - Access to General Practice and links made with nearby surgeries
 - Coordinating access to mental health support and assessment pathway e.g. RSI funded Dual Diagnosis support to staff and clients
 - Drug and alcohol services providing support, including harm reduction interventions, with regular in-reach encouraged
- 9.4. This baseline will be supplemented by interventions that can be delivered at a pan-GM level such as provision of screening and immunisations (Hepatitis C, influenza) and other public health interventions such as smoking cessation.

10.0 FUNDING MODEL

- 10.1. The funding model is based on the current mix of self-contained and HMO accommodation. Local Authorities are also expected to utilise the welfare system (via rent recovery) to recoup the costs of accommodation and supporting people in ABEN accommodation. From April 2023 GMCA will only fund support costs via grant where it is impossible to fund this through other means. Where unavoidable, ABEN will seek to fund the gap in funding provided by benefit and subsidy charges, against actual costs. This breakdown must be apparent in the grant funding application to GMCA. Local Authorities should project expected rent recovery and bad debt from this cohort and add this into the funding required. This model has now been delivered in numerous boroughs and there are providers available to help deliver this.
- 10.2. Local Authorities should set out expectations around Housing Benefit or Universal Credit claims, including the rate per accommodation and any expected subsidy loss. Where it is impossible for such claims can be made, the reasons why should be set out. Additionally local authorities should clearly set out the landlord and support provider organisations in order to understand in more detail the potential benefit arrangements. Where a private landlord is being used the reasons why should be clearly set out.
- 10.3. If collection rate is higher than initially modelled this will be recovered as per the grant agreements to support continuation of service.
- 10.4. Local Authorities should avoid exclusivity due to lack of immediate ability to claim benefits and keenly emphasise that access to benefits should not be a condition of eligibility for ABEN, but a key support aim for people when accommodated. Upon placement clients should understand that help to claim benefits will be provided and that, if eligible, they will be expected to claim to help the provider meet the costs of accommodation and support. Repeated refusal or inability to pay should be approached with a holistic response that considers the risk of rough sleeping and other options that the Authority may have open to them via the Rough Sleeper Initiative.
- 10.5. Local Authorities should outline alignment of wider resources such as Rough Sleeper Initiative and other local services which overlap with this cohort and aim to prevent and relieve rough sleeping.

11.0 PROVIDER SUITABILITY AND QUALITY

- 11.1. Localities are expected to ensure commissioned providers comply with the requirements of this specification and all appendices.
- 11.2. It is expected that localities take responsibility for ensure the suitability and quality of providers. We would however, anticipate that due consideration would be given to social value and in particular supporting our collective ambitions around the GM Good Employment Charter.

- 11.3. Local Authorities should ensure that the quality of accommodation and support providers is regularly audited to ensure quality remains to the highest standard. Local Authorities may undertake this audit process themselves and/or commission a peer audit by other Local Authorities. Providers. GMCA will assist in developing this process where needed. An audit tool is provided at Appendix 11 and should be used as a template for the quality assurance process.
- 11.4. There is a clear history of ABEN working in partnership with community and voluntary organisations that are active in supporting vulnerable people. Local Authorities are encouraged to include VCSE organisations in their onward commissioning or supply chain where possible, and support the strengthening of community infrastructure.
- 11.5. Consideration should be given to the Covid-19 structures that have been established, such as local Community Hubs and food provision services. Alignment with these structures and services may provide helpful throughout Covid-19 recovery phases.

12.0 PLEASE SEE APPENDICES FOR:

- 12.1. Appendix 1 Criteria
- 12.2. Appendix 2 Service Description
- 12.3. Appendix 3 Service Delivery and Management
- 12.4. Appendix 4 Assurance and Learning Framework
- 12.5. Appendix 5 Information Management
- 12.6. Appendix 6 Finance
- 12.7. Appendix 7 Accommodation Standards
- 12.8. Appendix 8 – Ideal Customer Journey
- 12.9. Appendix 9 – Heriot-Watt Recommendations Maturity Framework
- 12.10. Appendix 10 – Outcomes Framework **(TO BE CO-PRODUCED)**
- 12.11. Appendix 11 – ABEN Service Audit Tool **(TO BE CO-PRODUCED)**

A Bed Every Night Framework for 2021-22: Preventing and Relieving Rough Sleeping through Covid Recovery

Appendices



APPENDIX 1 CRITERIA

1.1 General Eligibility:

- Over 18 years old
- All genders (trans inclusive)
- Accessible to couples, those with limited mobility and people with dogs
- Individuals must be currently rough sleeping in GM or deemed by Housing Options/Homelessness Services to be at imminent risk of rough sleeping and face significant risk of harm.

1.2 Individuals should only be accommodated in GM ABEN accommodation if routine responses to provide accommodation, statutory or discretionary, are unavailable.

1.3 Access to ABEN should be managed by Local Authority Housing Options or Rough Sleeper Outreach services in the first instance, or the function can be provided by partner organisation(s) as agreed locally.

1.4 All individuals must have a Homelessness Reduction Act assessment where eligible.

1.5 An individual is eligible for GM ABEN when they are deemed to **not be owed a statutory duty to interim accommodation**.

1.6 Where possible access to assessment should be available via outreach, at day centres, or over the phone to increase accessibility for people who are rough sleeping.

1.7 Individuals with no recourse to public funds (NRPF) should be accommodated and referred for appropriate triage by the ABEN NRPF Service.

1.8 For individuals who have no local connection to any of the GM Local Authorities, Local Authorities and their providers will reconnect individuals back to the Local Authority with whom they have a local connection to. However, individuals can be offered ABEN accommodation on a night-by-night basis for a maximum of 3 nights, whilst reconnection arrangements are made. Persistent rough sleeping and refusal to return to an area of local connection should be dealt with holistically by the Local Authority, and continued ABEN placement is at their discretion.

APPENDIX 2 SERVICE DESCRIPTION

1.9 ABEN is a service of last resort and Local Authorities must continue to place individuals into other local provision where possible, through Housing Options services.

1.10 Assertive Outreach

1.10.1 Across GM all Local Authorities deliver a dedicated rough sleeper outreach service developed as part of the Rough Sleeper Initiative. All local authorities will be expected to align this resource with their ABEN delivery model and ensure that people who are sleeping rough are encouraged and prioritized to access ABEN where appropriate.

1.10.2 The Assertive Outreach approach includes:

- “case-finding” activities where workers regularly visit locations and respond to intelligence to visit new hotspot areas where there are known rough sleepers to engage with those people building relationships and trust.
- “Assertive referral follow up” where workers respond to specific referrals and attempts to make and maintain contact even when engagement is difficult.

1.10.3 Where people are ambivalent and/or resistant to offers of ABEN accommodation, Local Authorities are encouraged to work closely with non-commissioned and VCSE-led outreach services in a co-ordinated way, to effectively support people experiencing long term/repeat homelessness. Local Authorities should ensure timely access when people express an interest in ABEN, recognising this crucial window of opportunity to accommodate and support people with multiple, complex needs.

1.11 Homelessness Assessments

1.11.1 Assessments as part of the Homelessness Reduction Act (HRA) must be completed for all service users to determine eligibility for accommodation. GM ABEN provision exists to provide non-statutory accommodation where there is no reason to believe the individual may be in priority need, as per Section 5 of the Homelessness Reduction Act.

1.11.2 Where individuals are in priority need but deemed intentionally homeless, Local Authorities are encouraged to consider the suitability of ABEN placements and exercise discretion where possible. This assessment should take place prior to placement where possible.

1.11.3 No person should be accommodated in GM ABEN provision without a homelessness assessment under the HRA for more than 48 hours.

- 1.11.4 Where a Local Authority is routinely looking to ABEN to place individuals who are either priority need or intentionally homeless, commissioners should engage in an assessment of wider provision to ensure local commissioning is meeting the need of their homelessness cohort, in particular complex needs supported accommodation.
- 1.11.5 Local Authorities should seek to ensure that the Homelessness Assessment process and Personal Housing Plans is carried out in a trauma-informed way and works alongside other risk assessments and support plans carried out in ABEN accommodation. This should be an integrated process, which minimises duplication and doesn't require people to repeat the same information unnecessarily.

1.12 Support Model

- 1.12.1 An idealised summary of the desired support model is contained in Appendix 8. Whilst it is acknowledged that there may be some variation in service models across different support providers, accommodation set-ups and geographies, Local Authorities are expected to ensure that ABEN is aligned as closely as possible to this broad support model.
- 1.12.2 An individual should enter ABEN with a Personal Housing Plan, or be supported to complete one shortly after arrival, to ensure that their move on options from ABEN are clearly explored and responsibility for achieving this is clearly laid out.
- 1.12.3 The Personal Housing Plan can support the creation of an effective support plan for individuals when in ABEN accommodation.
- 1.12.4 GM ABEN will offer individuals support, on site or locally, that provides activity and focus on a day to basis as far as possible. This may take time to develop and involve partnerships with local groups and organisations.
- 1.12.5 As required individuals will be supported to access to primary care, mental health, substance misuse and welfare services. Routes to support for people speaking English as a second language should be identified. People should be assisted to access support services by linking into current integrated neighbourhood and place-based teams, community hubs, voluntary sector, charities and other public services.
- 1.12.6 ABEN aims to be **short term and transitional accommodation**. This should be clearly communicated to the client and ongoing support provided should be focused on timely move on. It is recognised that a fixed period of days is not helpful or achievable for some individuals. However, assurance will be sought from LAs on their move on efforts and measured against a set of outcomes linked to the actions taken to facilitate move on, as per the Outcomes Framework in Appendix 7.

- 1.12.7 As a scarce and emergency resource, it should be made clear that a stay in ABEN is time limited. If an individual is making no efforts to engage with support or find move on. Reasonable move-on options in line with current procedures and policies, must be accepted to enable the ABEN provision to accept other individuals who need it. Individuals must be offered choice and time to appeal any decisions. Repeat refusal of move on should be dealt with holistically by the Local Authority with regard to specific risks of a return to rough sleeping.
- 1.12.8 The process set out in Appendix 8 aligns to securing an onward referral to move on accommodation, or be actively looking for, properties within 56 days. However, it is acknowledged that time taken to secure Move On accommodation varies from person to person and depending on availability (e.g. supported housing waiting list). Local Authorities are advised to ensure that any applicable homelessness duty is kept open during people's stay in ABEN.

1.13 Involvement and Information

- 1.13.1 The service must support individuals to make realistic choices, which reflect their views and aspirations.
- 1.13.2 As a minimum, individuals need to be made aware of the following information or reasonable access to:-
- Admission information
 - Support plans, needs and risk assessments
 - Complaints procedure
 - Whistleblowing/safeguarding procedure
 - Equality and diversity policy
 - Local amenities
 - Translation services
- 1.13.3 People accessing ABEN accommodation must be active participants in the support process, in line with a "No Decision About Me, Without Me" approach. This includes co-producing support plans, capturing people's strengths and aspirations, and having choice and control over the format and nature of the support planning process.
- 1.13.4 Local Authorities must ensure there are clear processes in place to record formal and informal feedback on the ABEN service and provide opportunities to ensure this feedback results in meaningful change, where practicable (e.g. adapting policies and processes).
- 1.13.5 Local Authorities should ensure that co-production is a core value of their ABEN service, working with the VCSE sector to facilitate this where appropriate. GMCA can support with embedding co-production and creating links with organisations to facilitate this.

1.14 Accommodation

- 1.14.1 Provision of accommodation will be localised and vary from borough to borough to meet the needs of individuals in their locality and taking in to account local infrastructure and partnerships opportunities with the public, voluntary and faith sectors. Typically arrangements include a lease or spot purchasing of accommodation on a nightly basis.
- 1.14.2 Accommodation should in-borough where possible and where this is not the case it should be explicit on the location and size of ABEN accommodation that is procured out of borough and the approval of the receiving borough under the GM Out of Borough Temporary Accommodation Protocol.
- 1.14.3 Accommodation should afford residents the opportunity to cook their own meals. **Food** may be provided to clients to support them with material costs and to build good support relationships. Any joint eating areas must meet with strict hygiene and distancing rules for infection control as required by government guidelines. Local Authorities should ensure that some food is provided on some days where possible. Partnerships with food charities are encouraged, and existing Government funding is available <https://www.gov.uk/guidance/coronavirus-covid-19-apply-for-the-food-charities-grant-fund>.
- 1.14.4 Accommodation should be suitable for specific demographics where there is evidenced local demand, this may include women, people with pets and people with more complex needs. Local Authorities should work with Street Paws and other VCSE organisations, where having a pet is a barrier to access for people, to see whether these can be overcome.
- 1.14.5 Local Authorities should manage the relationship and performance management of the accommodation provider and landlord.
- 1.14.6 Local Authorities must carry out appropriate due diligence on prospective landlords and support providers and ensure the standard of accommodation meets the minimum requirements set out in Appendix 7. This due diligence includes ensuring that the landlord must demonstrate experience in working with a similar cohort to ABEN clients.
- The landlord must provide the clients with a written occupancy agreement with a rental charge included. Local Authorities must support the landlord and support provider to ensure accommodation costs can be covered by Housing Benefit or Universal Credit. If this will not be the case Local Authorities should set out why.
- 1.14.7 Local Authorities should carefully consider their plans for Winter Provision/SWEP and the role that ABEN accommodation will play in any additional accommodation provision.
- 1.14.8 All accommodation provided for ABEN should meet the GM ABEN Accommodation Standards (Appendix 7).

1.15 **Bed allocation**

1.15.1 Bed spaces will be allocated on a first come first served basis and according to need. I.e. disability access rooms, and accommodation with pets for those who need it.

1.15.2 As part of the resettlement process for people accommodated out of borough, individuals should be reconnected and resettled in the borough they have a local connection with, if it is appropriate and safe for them to do so. The wishes of the client with regards to long term re-housing and support should also be taken into account. This will require collaboration and partnership across Local Authority teams and an appreciation of each other's pressures and resources.

1.16 **Move-on**

1.16.1 Move On and Resettlement must be considered at every stage of an individual's stay in ABEN accommodation.

1.16.2 Local Authorities must ensure that support providers work pro-actively with individuals, Local Authority Housing Options/Solutions Services, referring agencies, accommodation providers and other services to try to achieve quick, realistic and sustainable move-on or reconnection.

1.16.3 People within ABEN are suitable for the Rough Sleeper Accommodation Programme and Local Authorities should ensure that RSAP is maximised to support move on through ABEN.

1.16.4 Move On should be considered holistically, with due regard to how people's new accommodation enables them to maintain their existing support networks, interests and hobbies. Move On to independent accommodation should involve linking in with local services (e.g. healthcare), amenities and community groups which will allow people to live rich, full lives.

APPENDIX 3 SERVICE DELIVERY AND MANAGEMENT

1.1 The strategic liaison with GMCA and GM Local Authorities will come under the auspices of the GMCA Homelessness Team and the GM Homelessness Programme Board.

1.2 Staffing

1.2.1 Local Authorities will ensure sufficient and specified numbers of staff deliver the programme, ensuring safety and safeguarding considerations are fully met with regard to client needs. Staffing should reflect risk management protocols and be adequate to facilitate key functions:

- Acceptance of referrals, allocation of rooms and items
- Team management
- Building and site management
- Hygiene management and control
- 1-1 client support
- Data capture
- Liaison with other services.

These functions may be split across different organisations and some may be met by volunteers.

- 1.2.2 All ABEN provision will have a nominated manager and at least one deputy manager. Authorities should seek to ensure that there is management presence available (either on site or on-call via the telephone) at all times. Matrix management across multiple sites may be used.
- 1.2.3 Local Authorities will ensure that those employed have the **appropriate skills, qualifications, and competencies** to deliver a quality service to clients with a history of rough sleeping and multiple and complex needs. They will ensure that staff are able to work positively with clients to address their needs and aspirations proactively, realistically, and sensitively.
- 1.2.4 All staff and volunteers should have an up-to-date DBS check, reviewed regularly.
- 1.2.5 Local Authorities will ensure that they tackle all **employment issues** and will ensure that they:
- Comply with legislation prohibiting discrimination
 - Obtain relevant disclosures from the Criminal Records Bureau before engaging staff for the service
 - Ensure that staff are not on the Safeguarding Vulnerable Adults (POVA)/Safeguarding Children register
 - Ensure that a minimum of two written references, one from the last employer, is obtained and that the person is legally entitled to work in the UK.
- 1.2.6 Local Authorities will ensure that staff are fully aware of how to work in line with central government and Public Health England guidance in relation to Covid-19.
- 1.2.7 All staff and volunteers including management should be trained appropriately in health and safety, lone working, safeguarding adults, substance misuse, public health safety, and in equality and diversity. This includes where staff are outsourced to other organisations (e.g. security staff).
- 1.2.8 All staff and volunteers including management should be trained appropriately in health and safety, safeguarding adults, substance misuse, public health safety, and in equal opportunities and diversity. This includes security staff.

- 1.2.9 Local Authorities will ensure that staff are fully aware of how to work in line with central government and Public Health England guidance in relation to Covid-19
- 1.2.10 Where food is prepared or provided on site in ABEN provision, food safety certificates should be made available where applicable.
- 1.2.11 Local Authorities will enforce codes of conduct and disciplinary procedures for its staff and volunteers and take appropriate disciplinary action against any individual employed who transgresses the codes and procedures, or through commissioned organisations.

1.1 Psychologically-informed Support

- 1.1.1 All ABEN services will commit to undertaking **trauma awareness** training and be supported by Clinical Psychologists in trauma informed practice. ABEN seeks to provide accommodation and support for people who have multiple needs and experience exclusion, recognising the links to rough sleeping and destitution.
- 1.1.2 ABEN services are expected to take an elastic tolerance approach to minimising evictions and abandonments. This means taking creative and flexible approaches to dealing with issues which normally result in a warning or eviction. Whilst it is acknowledged that evictions can happen, particularly where behaviour that poses imminent harm to the person or someone else, eviction is the option of last resort. Staff behaviours, policies and procedures should appreciate the role of trauma in presenting challenging behaviour and seek to minimise re-traumatisation and overcome feelings of learned helplessness. Local Authorities are encouraged to utilise [Homeless Link's Reducing Evictions and Abandonments Toolkit](#) to facilitate this.
- 1.1.3 Within the boundaries of maintaining a safe environment to live and work, a proactive and flexible approach will be taken in respect of incidents within the ABEN provision, using person-centred responses to reduce harm, understand causes and triggers and support individuals. Individuals who have been excluded temporarily or permanently should be referred to the local rough sleeper outreach team and attempts made to re-engage them and potentially seek other accommodation options.
- 1.1.4 Support goals and activity for individuals should be documented in both **risk assessments** and **support plans**. These can be tailored to the cohort and provision to ensure that they are gender responsive and trauma informed and offer a template for good support risk and management.
- 1.1.5 All clients should have a clear **move on plan** either as part of their support plan or stand alone. This should take into consideration the information provided on their Personal Housing Plan if they have one. This plan should be discussed at the earliest suitable opportunity in order to support the client in accessing more suitable longer term accommodation and avoiding the ABEN service becoming a long term housing solution.

1.1.6 All ABEN services will commit to understanding what specialist support is available in their locality for specific cohorts, to work in partnership with specialist organisations to support people with specific needs, and to access further training where beneficial i.e. Sex work, domestic abuse, LGBT+, BAME, disability, mental health, substance misuse etc.

1.2 Accommodation sites

1.2.1 Having secured locations to deliver the service Local Authorities will liaise with the GMCA and Public Health colleagues to identify suitability against key criteria including:

- Room layout / sleeping arrangements
- Availability
- Value for money
- Standard of accommodation
- Health and safety
- Accessibility
- Location
- Flexibility and ability to address divergent need where needed
- The suitability of premises to support 'Covid Compliant' environments

1.3 Liaison with professionals and services

1.3.1 The ABEN service will build close working relationships with a variety of key partners to the benefit of clients. The staff will endeavour to make sure that communication is characterised by:

- Honesty
- Promptness
- Respect
- Realism
- Optimism and good faith.

1.4 Joint working

1.4.1 Trust, respect and flexibility between agencies must be expected to maximise opportunities for clients and to make best use of scarce resources. It is thus expected that the ABEN staff should model excellent communication in keeping individuals and colleagues informed about decision-making, opportunities, changes and risk, and that this is reciprocated by referring agencies and other staff.

1.5 Communications

1.5.1 Local Authorities should have their own Communications Plan setting out the process that they will undertake to communicate ABEN programme information in their locality. GM wide, generic, service information will be shared by GMCA Communications Team in consultation with Local Authority communications teams.

- 1.5.2 Service providers should direct all media enquiries to their Local Authorities who will liaise with their own press office and the designated GMCA officers in respect of the media. Any issues of media interest or concern will be communicated to the relevant stakeholders depending on the nature of the enquiry or in emergency services and will work positively with them to highlight the issue of homelessness.

APPENDIX 4 ASSURANCE AND LEARNING FRAMEWORK

1.6 Approach to Assurance and Learning

- 1.6.1 GMCA will coordinate regular assurance and learning meetings to monitor progress against the Outcomes Framework and the realisation of this specification. It is envisaged that Assurance and Learning meetings will be quarterly in the first year, moving to 6-monthly in years 2 and 3.
- 1.6.2 Local authorities are expected to participate openly and positively in the Assurance and Learning process will also provide a safe space for quantitative and qualitative analysis of performance against this specification. This includes: reviewing dashboard metrics, case studies, feedback from clients and organisations and an assessment of the 'maturity' of the ABEN model against both the idealised model in Appendix 8 and the recommendations of the Heriot-Watt research in Appendix 9.
- 1.6.3 Local Authorities will comply with reasonable requests for information from the GMCA and other key stakeholders in respect of the programme to help the appraisal, development and evaluation of services.
- 1.6.4 Local Authorities are expected to continue to work towards implementing the recommendations from the Heriot-Watt evaluation listed in Appendix 9. GMCA will support Local Authorities to embed these changes and liaise with relevant stakeholders where wider systems change is required and will review progress against these objectives within the Assurance and Learning framework.
- 1.6.5 GMCA is well-positioned to co-ordinate a 6-monthly Community of Practice of ABEN providers, providing informal channels for learning, peer-to-peer reflective practice and the sharing of best practice across the whole ABEN system.

1.7 Data and recording:

- 1.7.1 Local Authorities will use ABEN Emergency Provision Database (ABEN EPD) to log all referrals, activity and move ons from the service. Outputs from this database will

- 1.7.2 Local Authorities are encouraged (along with support providers) to participate in the Super User Group which enables mutual troubleshooting and access to advise on use of the database. GMCA can also provide first line support on any issues experienced whilst using the database.
- 1.7.3 Local Authorities have access to live Dashboards and Reports on current ABEN performance and should have processes for regular review and reflective practice on performance against the key metrics.
- 1.7.4 Assurance and Learning meetings will consider a snapshot of the data provided within ABEN EPD and provide a forum for talking through any issues and insights into quantitative measures of performance.

APPENDIX 5 INFORMATION MANAGEMENT

- 4.1 Local Authorities and providers of ABEN will use their own Confidentiality and Privacy policies and will comply with best practice and the law to make sure that individuals are aware of the information that is held and give informed consent where necessary in regard to the sharing of information to enable access to services.
- 4.2 Individuals or their representatives have the right to see their personal files held by the Local Authority and their Service provider in accordance with the Data Protection Act 1998, the common law and other relevant national and international legislation including GDPR.

APPENDIX 6 FINANCE

- 5.1 Payments will be allocated from the GMCA quarterly in arrears. Local Authorities will be aware of their quarterly grant claim as a proportion of their overall grant allocation. This will be supplemented with NRPF as needed.
- 5.2 The total allocation to a Local Authorities for delivering the GM ABEN service will be dependent on individual Local Authority delivery costs.
- 5.3 Funding will be set at a fixed rate, to allow certainty for Local Authorities in their onward commissioning and staffing arrangements. Local Authorities will still be required to submit expenditure reports with invoices each quarter to demonstrate actual spend against grant allocation.

APPENDIX 7 Accommodation standards

Categories	Minimum Standards
Opening Times	Wherever possible, people should be able to access the emergency accommodation 24hours a day, according to their occupancy agreement.*
	If the provision is shared sleeping accommodation (Night Shelter) it may be shut from 8am-7pm but alternative locations for people to be should be sought. **
	People who are working should be able to negotiate to arrive after the usual closing time in the evening if this applies (Night Shelter). **
Respect	People should be treated with respect and dignity by staff and volunteers at all times.
	Where security guards are used then they should be carefully selected and inducted to ensure that they are working within an ethos of respect and support.
Safety	As a priority staff should aim to create an environment where everyone feels safe and where issues regarding safety can be openly reported.
Age Restrictions.	No one under 18 should be allowed to stay in emergency accommodation that isn't specifically designed for this age group and referrals should be made to the Local Authority Children Services Team.
Acceptable Behaviour & Rules	There should be a set of clear rules displayed clearly in each building which is being used as GM ABEN accommodation. These should be positive 'I will/I can' statements, as well as laying out activity that is not permitted.
	A written agreement should outline the code of conduct which people are expected to abide by. This should be explained to each person on their first night.

	The use of pictures, translation such as Google translate or translated materials should be used to help explain them to people with limited English.
	There should be clear and non-judgmental route for residents to lodge complaints or raise issues about the provision.
Belongings	If in shared sleeping arrangements (Night Shelter), a place for people to safely store a small amounts of belongings should be provided.**
Food/drinks	There should be a dedicated, separate food preparation area where meals are prepared on site in line with Covid-Complaint guidance***
	Services should aim to provide hot food free of charge on some if not all nights of the week. If a hot meal cannot be provided on site, signposting options should be provided where people can access this during the evening and day.
	Snack facilities such as tea and toast should be made available at the accommodation in line with Covid-Complaint guidance**
Toilets/washing facilities	Dependent on location and capacity, there should be appropriate toilet and washing facilities available in line with health and safety requirements. Shower facilities are also highly recommended.
	Hygiene regimes in shared facilities should comply with Covid-Compliant guidance.
Beds	A bed/mattress should be provided for each person. This should be free from damage and stains and have impervious finish to facilitate cleaning.
	If provided, sheets should be laundered daily and bedding should be laundered regularly. Soiled bedding should be removed immediately.
	Beds should be separated by the maximum distance the accommodation allows or at least 2m to be Covid-Compliant.
	There should be separate sleeping areas for men, women and couples.
Activities	Where possible, a range of things should be provided for people to do such as games, books, access to the internet, TV/films etc. Consideration should be given to ensure that activities support Covid infection control.
Safety Standards	Accommodation should meet legal standards for accommodation for vulnerable people. Where the landlord is a LA or RP they will meet the standards of the Regulator/Charities Commission.

*Subject to professional guidance regarding benefits and liability impacts.

**It is expected that over time, congregate accommodation will be phased out, at which point these provisions will no longer apply. Until such a time, the overriding principle remains that people should be able to access their accommodation at any time and any restrictions on this must be minimised and gradually eliminated.

***Where there is not current specific Covid-Compliant guidance on the above, we will seek to provide it by working with Public Health England and local leads to establish sensible best practise. We are also happy for good working practise that has been developed locally to be evidenced and approved by Directors of Public Health.

APPENDIX 8 – Ideal Customer Journey

1. Referral (Day 0)

- Referral made by Rough Sleeper/Housing Options Team, following triage to ascertain eligibility.
- Support Provider reviews referral and makes contact to arrange move in.
- Customer is introduced to the service and provided with the basic necessities to get settled (e.g. toiletries)
- Support providers build an outline risk assessment based on Personal Housing Plan (if done) and information from other agencies.
- Application for Housing Benefit/Universal Credit made.

2. Settling In (Days 0-7)

- Customer and Support Work review and agree risk assessment.
- Customer and Support Worker begin to develop a strengths-based support plan, which includes:
 - **Next Steps:** Early thoughts around move on expectations are explored and an outline Move On plan aligned to Personal Housing Plan is developed, which frames all future support conversations.
 - **Mitigating the impact of rough sleeping:** An overview of the person's current mental/physical health and ensuring all agencies are engaged and appointments arranged with (for example) GP, substance misuse support.
 - **Keeping busy:** connecting with at least one activity (e.g. communal meal, movie night etc.)

Support plans are as informal as possible at this stage and take place (within reason) at a time and place that works for the customer. Great examples include a walk around the local area, in a coffee shop etc.

- Local Authority arrange homelessness assessment where not already carried out.
- Customer is introduced to a peer mentor who will build a rapport, get to know them and answer any questions on the ABEN service.

3. Developing the Move On Plan (Days 8-14)

- Second support plan review, key focus includes:
 - **Reflective practice:** Reviewing how the customer feels about the service, any early issues are identified and making sure the customer feels safe and supported.
 - **Move On Advice:** Support Worker provides realistic advice and signposting on options and customer further develops and agrees their move on plan and thinking about the steps needed to secure a referral (e.g. Lettings Agent appointment, supported housing referral).
 - **Income Maximisation:** ensuring customer is in receipt of the right benefits and other income, in partnership with DWP colleagues to support affordability of move on accommodation.

- Multi-agency meeting with all key agencies supporting the customer (e.g. substance misuse, Mental Health etc.) to sense-check/align support plan.

4. Taking Action: Practical Preparedness (Days 14-28)

- Support sessions are goal-oriented and encourage people to take practical, empowering steps towards their move on destination, including:
 - **Building a support network:** Attend first appointments (where possible within timeframes and not already completed) with GP, Substance Misuse Worker, CMHT etc.
 - **Getting stuck in:** Support Worker and Customer begin process of completing move on paperwork (e.g. supported accommodation referral), and/or begin a tentative property search (PRS/Social) based on realistic options.
 - **Learning new things:** Support Worker and Customer carry out a Life Skills Review (e.g. budgeting, bills, cleaning, etc.), looking at the knowledge and skills needed to thrive in their next placement, matching this against the customer's existing strengths and looking at areas for development.
 - **Getting kitted out:** (if PRS/Social) Support Worker and Customer build an inventory of items needed for move on e.g. furniture and begin to plan for funding and community support to access affordable items.
- Customers should be in a position where they are ready to make a referral/begin an earnest accommodation search within 28 days.

5. Psychological Preparedness (Days 28 – 56+)

- Support sessions focus on emotional preparedness for the next step, reducing anxieties by focusing on:
 - **Early engagement:** arranging tours of the accommodation and meeting staff/customers/neighbours, so people know at least one friendly face.
 - **Focusing on the opportunities:** introducing people to local clubs, community groups, religious/cultural centres near to their new accommodation, based on their interests and aspirations.
 - **Gentle encouragement:** Support Workers recognise that big decisions and transitions can be retraumatising and provide patient encouragement, positive reinforcement of progress made and psychologically-informed ways of supporting people through any bumps in the road (e.g. relapse/crisis).
- Within this phase (if not before) Customers are expected, with as much support as needed, to have secured a referral to their move on destination, or be actively looking for accommodation.
- Education, Training and Employment options are considered where the customer identifies this as an aspiration. These conversations are framed around the agreed move on destination e.g. local colleges, ESOL classes etc. near to desired accommodation.
- A Peer Mentor will provide ongoing informal support to guide people through the process and make the process of finding accommodation seem more possible.

- The outcome of the Homelessness Duty is determined and PHPs are finalised and signed off.

6. Move On offer Accepted

- Support Worker and Customer will work together to arrange the practicalities of the move including (for example): transport, new housing benefit claim, setting up utilities etc..
- Support Workers will liaise with all involved agencies of the move and ensure continuity of support by (for example) supporting the Customer to change their address with each agency.
- An initial meeting with the customer's new keyworker will be arranged prior to move in to ensure a seamless and supported transition, including the handover of all existing support plan and risk assessment information.
- The Customer will meet with their new keyworker where possible to begin building a relationship and allay any fears.
- Customers are offered the chance to become a peer mentor in future to provide support to others in ABEN accommodation.

APPENDIX 9 – HERIOT-WATT RECOMMENDATIONS

The following recommendations have been made to improve A Bed Every Night and have been ranked against a maturity assessment framework as follows:

Starting out: there is the intention to implement this recommendation, but no action taken as yet.

Making progress: recommendation implemented in some areas (but not others), or some action has been taken with limited progress to date.

Maturing: Significant progress continues to be made to implement this recommendation. Although there may be further work needed, there is confidence in full (or near-full) adoption in the near future.

Doing Well: Recommendation has mostly been implemented, with some minor outliers. There may be systemic barriers which prevent this recommendation being fully adopted, or practical reason why full implementation is not possible yet.

Complete: Recommendation implemented fully across all areas and services.

Type	Recommendation	Current Status
Swift action assertive outreach	1. We would recommend that future analyses of ABEN move-on outcomes report single outcome categories, as opposed to aggregating these into questionable meta-categories	
Swift action assertive outreach	2. Ensure that adequate and sufficiently proactive and persistent outreach services are in operation where needed. Supplement RSI monies via LA funds	

Type	Recommendation	Current Status
	and/or GMCA ABEN grants to ensure effective outreach where required.	
Swift action assertive outreach	3. Address exclusionary practices and processes that can block or delay access to ABEN among those who need it, including inadequate 'out of hours' provision and non-responsiveness and lengthy verification processes.	
Swift action assertive outreach	4. Ensure sufficient capacity in ABEN accommodation to continue to accommodate new 'flow' into rough sleeping, rough sleeping risk and the engagement of long-term rough sleepers who decide to access the programme. Ensure sufficient capacity of NRPF specific provision.	
Swift action assertive outreach	5. Develop prevention interventions seeking to minimise the risk of (specifically) rough sleeping (as opposed to other forms of homelessness) and informed by improved data collection regarding the underlying causes and immediate triggers of rough sleeping or rough sleeping risk among ABEN users.	
Swift action assertive outreach	6. Improve the offer to those experiencing entrenched rough sleeping and unwilling or reluctant to access emergency accommodation, either through ABEN or other services. This could include: greater provision of very low-barrier accommodation with high-tolerance of those with active and problematic addictions; responsive, flexible and persistent access to drug and alcohol services while on the street, in accommodation and/or cycling through multiple informal living situations. Improve the accommodation offer accessible to this group to maximise their likelihood and willingness to 'come inside' including via direct access to Housing First tenancies.	

Type	Recommendation	Current Status
Swift action assertive outreach	7. Develop guidance to assist LAs and other relevant services assessment of whether prospective ABEN users are 'at imminent risk of rough sleeping' to ensure that ABEN capacity is safeguarded for this group. Work with agencies to ensure that ABEN is used as a 'last resort' rather than 'first port of call', without compromising it's capacity to provide immediate access to accommodation. Ensure that those not eligible or deemed in need of ABEN accommodation are encouraged and enabled to return to referral and assessment agencies if their situation worsens.	
Housing Led	8. Cease use of night shelter accommodation entirely and ensure that everyone has uninterrupted, full-time access to their ABEN accommodation.	
Housing Led	9. Rapidly move to single room only accommodation provision and cease use of dormitories and shared rooms. If dormitory/shared room accommodation continues to be used, ensure that privacy and safety are maximised and that lengths of stay are short.	
Housing Led	10. Minimise use of congregate accommodation and maximise use of self-contained options. Where congregate accommodation is used, these should in so far as possible be smaller scale, enable access to facilities required for people to meet their needs (cooking, laundry, wifi), maximise residents' control over their immediate environment, and have sufficient security and support on site to minimise stressors and maximise feelings of safety.	
Housing Led	11. Monitor and review as three distinct outcomes 1) eviction and exclusion practices and outcomes; 2) avoidance and abandonment outcomes; 3) repeat ABEN accommodation use, with a view to 1) enhancing understanding of their drivers; 2) implementing rapid responses to ameliorate negative impacts where such phenomena occur; and 3) developing	

Type	Recommendation	Current Status
	strategic plans to radically reduce or eliminate their occurrence.	
Housing Led	12. Work with housing-providers to increase lets to ABEN users, including increasing provider commitment of tenancies to the Housing First pilot programme.	
Housing Led	13. Direct GM-level grant funds to a housing-related support programme to help ensure post-ABEN accommodation-sustainment. In addition to improving housing outcomes, this will help secure and maintain buy-in and concrete commitment of properties from housing providers.	
Housing Led	14. Accord ABEN users greater priority in the allocation of new lets available via the Ethical Lettings agency 'Let us'. Consider 'Let Us' provision of high quality shared PRS tenancies for ABEN users (Note: while HMO-style accommodation is generally not desirable to ABEN users, it is often the only feasible affordable option).	
Support	15. Value, support and develop the ABEN workforce: ensure that ABEN support workers have sufficiently low caseloads to enable effective individually-tailored, and – where required – intensive support and case management. Empower frontline workers to provide genuinely personalised support including through access to personalised budgets or flexible funds to meet the immediate (and often low-cost) needs of ABEN users.	
Support	16. Develop a GM wide vision for support provision in ABEN services extending beyond the 'minimal standards' currently in place. This will better recognise the breadth and scope of work already undertaken by ABEN staff and raise the minimum standard of support available to ABEN users.	

Type	Recommendation	Current Status
Support	17. Recognise the profound link between people's immediate living environment and their capacity to meet their own needs and engage and make best use of wider support (see Housing-led responses recommendations).	
Support	18. Audit support models deployed in ABEN services with a view to assessing 'fit' with needs profile of users and existing evidence pertaining to effective support models.	
Support	19. Ensure support is available to those with NRPF to enable them to make best use of legal advice they are given. Explore funding mechanisms via which to enhance the support offer, where needed, to include drug and alcohol services and other support required by those within this group who are experiencing homelessness alongside other needs	
Support	20. Prioritise a mixed-strategy to improving the availability of mental health support to ABEN users, including efforts to pursue rapid-improvements in access to mainstream clinical services for this group, increased capacity in specialist support available to ABEN staff in responding to the mental health needs of ABEN clients, recruiting staff with mental health expertise into the ABEN staffing structure.	
Support	21. Engage in targeted work to improve timely access to drug and alcohol services for ABEN users, prioritising swift access where this will ensure sustainment of accommodation and avoid returns to the street.	
Poverty	22. Explore the potential to roll out evidence-based, asset-based approaches to support within ABEN accommodation, including a focus on education, training and employment opportunities. This recommendation would depend on ABEN support workers having reduced caseloads and increased capacity.	

Type	Recommendation	Current Status
Poverty	23. Consider ways to mitigate the work disincentive effects of a move to rent-recovery via the benefits system for those in ABEN accommodation able to seek and access employment.	
Poverty	24. Seek to minimise the anti-integration effects of ABEN Accommodation environments and maximise swift access to self-contained move-on accommodation where possible (see Housing-led recommendations).	
Poverty	25. Explore with ABEN users who have children, how (if at all) living in ABEN impacts on these relationships and seek to accommodate individuals in or seeking contact with their children in environments where this is safe and possible.	

ANNEX 2

THE TAMESIDE CAS-3 2022-25 PROGRAMME

GREATER MANCHESTER COMMUNITY ACCOMMODATION TIER 3

SERVICE SPECIFICATION CAS3 2021 – 2022

12.1. For the purposes of this document, the following terms will be used:

<p>Greater Manchester Probation Services – (GMPS)</p> <p>This is inclusive of:</p> <p>Homelessness Prevention Team (HPT)</p> <p>Community Probation Practitioner (CPP)</p> <p>Greater Manchester Integrated Rehabilitation Services (GM IRS)</p>	<p>Refers to regional probation service, since reunification</p> <p>HPT: Homelessness Prevention Team are part of GMPS and are leading on CAS3 alongside GMCA</p> <p>CPP: the person supervising the person leaving prison, responsible for risk management and Licence</p> <p>GM IRS: to provide effective rehabilitation and resettlement services that address criminogenic needs unmet by GMPS core programmes (Accredited Programmes, Unpaid Work and Structured Interventions). It has been agreed that GMPS will devolve their national ‘Dynamic Commissioning Framework’ responsibilities for commissioning of services through to GMCA.</p>
<p>Her Majesties Probation & Prison Service (HMPPS)</p>	<p>Refers to the Reducing Reoffending Directorate who are leading on CAS3 for HMPPS nationally</p>
<p>Local Authority/ies (LAs)</p>	<p>Refers to the 10 Greater Manchester Local Authorities, in their capacity as statutory homelessness authority and holding access to ABEN and AFO move on resources</p>

Accommodation Provider	Refers to Provider of CAS-3 accommodation. This may be the Local Authority, and/or the same as the Support Provider
Support Provider	Refers to Provider of CAS-3 support. This may be the Local Authority, and/or the same as the Accommodation Provider
Collectively the above will be referred to as ‘CAS-3 Partners’	
Person on Probation	potential CAS3 resident
CAS3 Resident	Person on Probation residing in CAS3 property
Collectively the above will be referred to as ‘the Client’	

13.0 ELIGIBILITY CRITERIA

13.1. CAS-3 provides Accommodation & Support to people under the supervision of Probation who meet the following criteria:

- A person leaving a custodial setting (Prison, Approved Premises or BASS) whose home address is in Greater Manchester and who has nowhere safe to stay upon the first night of release
- Is over the age of 18 of any gender
- Has been identified and referred by their Community Probation Practitioner with evidence that preventative, statutory and discretionary options have been exhausted through the timely and complete submission of a Duty to Refer and subsequent work with Local Authority and other organisations pre-release. This is expected to include the following scenarios:
 - i. The client been supported whilst in custody to identify accommodation upon release, with prevention and mediation support from the Integrated Re-Settlement Service
 - ii. The client been assessed by the Local Authority as ineligible for interim accommodation (through Duty to Refer or Pre-Release Meeting)

- iii. The client been assessed by the Local Authority as ineligible for discretionary interim accommodation (i.e. A Bed Every Night or other)

13.2. CAS3 is **not** available to:

- people on probation subject of a community order or suspended sentence,
- people released after a period on remand, not under the supervision of the probation service
- to those on home detention curfew
- those released at their sentence expiry date,
- prison leavers who refuse to consent or refuse to sign the compact,
- prison leaver poses such a high risk of harm that the available CAS-3 accommodation is deemed unsuitable – as agreed between the GMPS and Local Authority with an ongoing accommodation duty to manage risk and safely accommodate people under Probation falling to GMPS,
- those deemed eligible for interim accommodation or other discretionary accommodation by local housing authorities,

Duty to Refer and Statutory Homelessness (HRA) assessment

- 13.3. GMPS is responsible for deeming eligibility to CAS-3. To make this work, they must work in partnership with the Local Authority with regard to homelessness assessment via Duty to Refer and scheduled Pre-Release meetings.
- 13.4. A Housing need assessment under Part VII of the Housing Act 1996 (amended by the Homelessness Reduction Act 2017) should be completed for all people on Probation who are being referred to CAS3 to determine eligibility into accommodation pre-release.
- 13.5. The GM CAS3 provision exists to provide non-statutory accommodation where there is no reason to believe the individual may be in priority need and eligible for interim accommodation, yet they will be homeless upon release with nowhere safe to stay that night and requiring ongoing support to identify safe and settled accommodation.
- 13.6. If a Duty to Refer has been submitted to a Local Authority, it must be completed before it can be recommended to another Local Authority for an out of borough placement or to consider alternative local connection.
- 13.7. In the exceptional event that eligibility for interim accommodation has not fully been established upon release due to procedural delays or otherwise, it is suitable that CAS-3 be used to enable time for this to completed. It is the

responsibility of the Local Authority to complete the assessment within 5 working days of the CAS-3 resident's stay.

- In the event that assessment concludes eligibility for statutory or discretionary interim accommodation, the Local Authority must action this as soon as possible in full communication with the GMPS.
- In the event that assessment concludes that the client has suitable alternative accommodation, their CAS-3 licence will be terminated upon arrangement to access this.
- In the event that assessment concludes no eligibility for statutory or discretionary interim accommodation, the client's stay must be ended within 84 days with settled or alternative accommodation. This is not the responsibility for the Local Authority but they should assist the GMPS and Support Provider to finding solutions where possible.

13.8. Out of Borough: placement can be sought in a Local Authority area where the Client does not have a local connection for the following reasons:

- Client is subject to exclusion from local connection area due to crimes commitment or ongoing risk to victims
- Client requires self-contained accommodation due to high risk nature of offence or requirement for single sex accommodation (and there is no provision within borough)

13.9. Provision of self-contained accommodation is expected to be in high need and all boroughs should seek to achieve the maximum amount of self-contained accommodation to mitigate the need for out of borough placements.

13.10. Where a Client is accommodated out of borough, GMPS will be responsible for ensuring their Probation Officer is aware and any changes in supervision are made.

13.11. Where a Client is accommodated, the support attached to that accommodation will be mobilised. i.e. CAS-3 support is not expected to reach out of borough.

13.12. It should be assumed as standard that the long term housing duty will remain with the Local Authority where the Client has a local connection. This would only change in exceptional circumstances relating to risk and exclusions.

13.13. CAS-3 partners must be flexible and work in close partnership with one another to ensure that the CAS-3 service can be used to prevent actual homelessness until a resolution is found. (Note Mobilisation Period requires additional flexibility and communication between Local Authorities where demand is higher than CAS-3 capacity).

13.14. The recipient of CAS3 accommodation services must:

- be supervised by the providers of probation services;
- give their consent to receive the service;
- give their consent to the sharing of information for the purposes of the service;
- sign the GMPS Accommodation Compact (behavioural agreement) that sets out the recipients' responsibilities.

14.0 SERVICE STRUCTURE

- 14.1. The GMPS will manage eligibility and referral, with support from Local Authorities regarding Duty to Refer and Homelessness Assessments as detailed above. GMPS is also accountable for licence and risk management during course of CAS-3 Resident stay.
- 14.2. Local Authorities will manage the Accommodation and Support Provider. A Single Point of Contact will be identified upon mobilisation.
- 14.3. Local Authorities will use their experience and expertise in this space to enable effective assessment, support and move on in partnership with GMPS. This will result in 10 localised delivery models of CAS-3 across Grater Manchester. **See Appendix 1: Local Delivery Models.**
- 14.4. GMPS will be accountable for the move on outcome with practical reliance on the Support Provider and Local Authority to help enable this, as detailed below.

15.0 FUNDING MODEL

- 15.1. GMCA will hold the grant funding from MOJ for the CAS-3 service. Funding will be provided quarterly in advance to Local Authorities.
- 15.2. GMCA will grant fund Local Authorities to procure accommodation and support against the GM specification.
- 15.3. In extenuating circumstances, GMCA will directly procure accommodation on behalf of the Local Authorities.
- 15.4. Under the terms of the MOJ grant, accommodation is not eligible for welfare reclaim via Housing Benefit or Local Housing Allowance.
- 15.5. The maximum funding for accommodation and support per night is nominally £65, with an expectation that this split around £50 accommodation and £15 support. The specific breakdown will be specific to each Local Authority based on their providers and delivery model against the specification.
- 15.6. Upon agreement of the local delivery model and specific costs, GMCA will complete a Grant Funding Agreement with each Local Authority. Agreed capacity may deviate from the initial modelling.

16.0 ACCOMMODATION CRITERIA

- 16.1. Procurement of an Accommodation Provider by either the GMCA or Local Authority must meet the following criteria:
- 16.2. Accommodation to be made available for a maximum of 84 nights per CAS-3 Resident.
- 16.3. Accommodation Provider will accept client's with low to high risk assessments relating to offending history including those with arson and sex offender convictions or behaviours.
- 16.4. Accommodation Provider is experienced in working with partnership with statutory agencies for the purposes of risk management.
- 16.5. Accommodation will be made available exclusively to the CAS-3 service, or with shared use for A Bed Every Night where this is explicitly agreed.
- 16.6. Accommodation is procured in locations deemed suitable by both the GMPS and Local Authority for risk, community cohesion and service access purposes. GMPS will work with Greater Manchester Police and other relevant agencies to identify suitability for specific individuals at point of referral.
- 16.7. The Accommodation Provider shall maintain an Accommodation List that can be requested by the GMPS with 24 hours' notice. The Accommodation List shall include details of the Accommodation, broken down by property and set out as a minimum:
 - if the Accommodation is Available, Occupied or Allocated including relevant dates;
 - the specific room and address details;
 - any known exclusions for the address (i.e. male only);
 - suitability for recipients with disabilities, including (but not exhaustive), hearing or visual impairment, physical disabilities, including wheelchair users.
 - the type of property (e.g. flat, house);
 - anonymous risk information regarding other residents living at the property, and;
 - any further relevant information.
- 16.8. Accommodation will be suitable for those with additional needs (for example, accessible accommodation for those with disabilities) where needed. This may not be available in every local delivery area and therefore may require cross boundary placements.
- 16.9. Accommodation capacity to meets the modelled demand (see Table 1), or as agreed otherwise, with a mix of accommodation that is fully self-contained or up to 4 rooms in a House of Multiple Occupation.
- 16.10. The Provider will seek to provide up single occupancy self-contained accommodation, for 50% of the local cohort.

- 16.11. Each Accommodation unit shall be dedicated to single gender usage (i.e. men or women or transgender (as required)). A minimum of 10% of total Bed Spaces shall be kept exclusively for women, which may include changing the gender usage depending on demand.
- 16.12. Accommodation is compliant with the Decent Homes standard and that is approved and licenced for the appropriate use by Local Authority Regulatory Services
- 16.13. In the collection, handling and storing of data the Supplier shall ensure it complies with Data Protection Act 2018 (DPA 2018) requirements and the following legislation; Human Rights Act, 1998, Crime and Disorder Act, 1998. Minimum security requirements will be required to protect personal data.
- 16.14. Suppliers will need to adhere to cyber essentials in line with the National Cyber Security Centre guidance <https://www.ncsc.gov.uk/guidance>

16.15. Accommodation that is fully furnished, fitted with the following items:

- Towel x1
- Set of toiletries
- Kitchen utensils
- Non-perishable food
- Bedding
- Clothes storage
- Single bed
- TV
- WIFI access
- Cooker
- Fridge
- Cutlery
- Cooking items; saucepan, frying pan
- Washing up materials
- Tea towel and cloths
- Seating and table in kitchen/living area
- CCTV on entrances, exits and halls in HMO properties
- A proportion of the properties to be agreed are required to be disability access properties as per Part M4(2) of the Building Regulations.

16.16. The following items should be expected to be replaced upon the turnover of accommodation, i.e. the Client will have recourse to take these items with them:

- Towel x1
- Set of toiletries
- Non-perishable food
- Bedding covers

16.17. The Accommodation Provider will be responsible for Property Management and Tenancy Management to the following core standards:

16.18. **Property Management:**

- All routine repairs and maintenance
- Weekly cleaning
- Utilities costs
- Council tax payment
- Repair of any and all damages incurred, be they intentional or accidental
- Any gardens at the Accommodation shall be secured by the Accommodation Provider by fencing and/or walls, clear of rubbish and there should be no debris that could cause harm including broken glass and potential weapons.
- Accommodation complies with the respective Local Authority housing standards and with the Housing, Health and Safety Rating System published by the Ministry of Housing, Communities and Local Government.
<https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-Landlords-and-property-related-professionals>
- Smoke alarms and carbon monoxide alarms are fitted and tested in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
- Void turnover within 24 hours unless extenuating circumstances of damage or additional cleaning are required and reported.

16.19. Tenancy management

- Meeting the CAS-3 resident at the property to check them in and ensure items at 5.14 are available to the resident
- Issuing the CAS-3 resident an excluded licence that in no ways confers tenancy rights and enables immediate termination of licence by decision of the Accommodation Provider
- Managing evictions against licence conditions
- Minimum weekly visits to the property to check condition and usage.
- Provider is contactable by the CAS-3 resident/and or relevant support service within office hours (9am – 5pm Monday-Friday), with contactable person and repairs function response available out of office hours in emergencies.
- Issuing licence termination at the request of GMPS or at 84 days. Early notification (Departure Reminder) of the 84 days end 2 weeks before, in line with advice from GMPS and/or the Local Authority.
- Communication to the CPP of Reportable or Major Incidents of which the Accommodation Provider is aware that relate to the CAS-3 Resident (see reportable and Major Incidents below).
- On planned departure, CAS3 Residents should take all of their personal items with them. The Accommodation Provider accepts no responsibility for anything left at the premises by the occupant at the end of the term of residence and the recipient agrees that the Accommodation Provider may dispose of them in any way they see fit.
- In the event of an unplanned departure, where a CAS3 Resident is unable to take all their property with them the Accommodation Provider should safely retain the items for up to 7 days. The Accommodation Provider must make contact with the client or with their next of kin and where appropriate the Community Probation Practitioner in attempting to return the property. In such circumstances, an inventory must be taken of all the belongings indicating, where possible, the value of them. The member of staff involved should sign the inventory.

16.20. Unacceptable behaviour/ withdrawal of Accommodation

- I. If problems arise with the behaviour of the Client, the Accommodation shall raise these with the Client, wherever possible, to discuss openly and seek a resolution.
- II. It is expected that there will be instances when Clients will behave in a way which will undermine their involvement in the Service. The Accommodation Provider should ensure that the reasons for any concerns are investigated.
- III. The Accommodation Provider shall ensure that GMPS shall be informed of any concerns, relating to or received by a Client immediately upon becoming aware of the same by phone, or if unavailable by email. Any contact must be followed up to check it has been received and to confirm what action is taken.
- IV. The GMPS must act on any concerns that are raised by the Accommodation Provider. The action(s) will depend on the nature of the concerns raised. The GMPS will need to consider whether the Client is in breach of their custodial Licence, or Post-Sentence Supervision requirements, depending on the terms under which they are being supervised by probation, and therefore whether to take enforcement action (apply sanctions). The actions must include acknowledging to the Accommodation they have received the concerns from them, within one business day (Monday – Friday) and providing an update as to the action(s) taken/ to be taken, also within one business day (Monday – Friday).

17.0 SUPPORT CRITERIA

- 17.1. Procurement of support by the Local Authority must meet the following criteria:
- 17.2. The Support Provider will work alongside and in regular communication with the GMPS and Local Authorities to fulfil the objective of a safe and supported stay in CAS-3 provision and supported move on within 84 days.
- 17.3. The Support Provider will work pro-actively with CAS3 residents, Local Authority Housing Options/Solutions Services, rough sleeper initiatives, referring agencies, accommodation providers and other services to try to achieve quick, realistic and sustainable move-on or reconnection. Consideration should be given for the MHCLG Accommodation for Ex-Offenders Funding developed for use alongside Community Accommodation Services. This can be accessed via identified Local Authority and is ring fenced funding for people within the criminal justice system.
- 17.4. It is the responsibility of the Community Probation Practitioner and not the Accommodation and/ or Support Provider to ensure the Client has moved onto settled accommodation on or before the 85th day in the CAS-3 temporary accommodation. The Accommodation and/ or Support Provider should work with the Community Probation Practitioner to support move on arrangements.
- 17.5. Communication to the CPP of Reportable or Major Incidents of which the Accommodation Provider is aware that relate to the CAS-3 Resident (see reportable and Major Incidents below).
- 17.6. Communication to the CPP or any behaviour by the Client that may be deemed as unacceptable behaviour with regards to their license in the accommodation or under the terms of the Client's Custodial License or Post Sentence Supervision requirements.

- 17.7. The GMPS (HPT) have built in a schedule of review meetings within which it is expected that information will be provided by the Accommodation and/ or Support Provider and the Community Probation Practitioner.
- 17.8. A maximum of 1:12 client support within staffing ratios
- 17.9. Support the creation of a Personal Housing Plan, working with the Local Authority and GMPS, to ensure move on options from CAS-3 are clearly explored and responsibility for achieving this is clearly laid out. The Personal Housing Plan can support the creation of an effective support plan for individuals when in CAS-3 accommodation.
- 17.10. CAS-3 Support Providers will offer individuals support, on site or locally, that provides activity and focus on a day to basis as far as possible. This may take time to develop and involve partnerships with local groups and organisations.
- 17.11. As required individuals will be supported to access to primary care, mental health, substance misuse and welfare services. Routes to support for people speaking English as a second language should be identified. People should be assisted to access support services by linking in to current integrated neighbourhood and place based teams, community hubs, voluntary sector, charities and other public services
- 17.12. CAS-3 is short term and transitional accommodation with a maximum length of stay of 84 days. The Support Provider should support GMPS in clearly communicating to the client and providing ongoing support provided to achieve this.
- 17.13. The Support Provider must provide a manager and at least one deputy manager. Matrix management across multiple sites may be used.
- 17.14. Local Authorities will ensure that those employed have the appropriate skills, qualifications and competencies to deliver a quality service to clients with a history of rough sleeping and multiple and complex needs. They will ensure that staff are able to work positively with clients to address their needs and aspirations proactively, realistically, and sensitively.
- 17.15. All staff and volunteers should have an up to date DBS check.
- 17.16. Local Authorities will ensure that staff are fully aware of how to work in line with national and local Public Health guidance in relation to Covid-19.
- 17.17. All staff and volunteers including management should be trained appropriately in health and safety, lone working, safeguarding adults, substance misuse, public health safety, and in equal opportunities and diversity. This includes any security staff.
- 17.18. All CAS-3 support services will commit to understanding what specialist support is available in their locality for specific cohorts, to work in partnership with specialist organisations to support people with specific needs, and to access

further training where beneficial i.e. Sex work, domestic abuse, LGBT+, BAME, disability, mental health, substance misuse etc.

- 17.19. Local Authorities will ensure that staff are fully aware of how to work in line with central government and Public Health England guidance in relation to Covid-19
- 17.20. All staff and volunteers including management should be trained appropriately in health and safety, safeguarding adults, substance misuse, public health safety, and in equal opportunities and diversity. This includes any security staff.
- 17.21. Within the boundaries of maintaining a safe environment to live and work, a proactive and flexible approach will be taken in respect of incidents within the CAS-3 provision, using person centred responses to reduce harm, understand causes and triggers and support individuals.
- 17.22. Support requirements and activity for individuals should be documented in both risk assessments and support plans. These can be tailored to the cohort and provision to ensure that they are gender responsive and trauma informed, and offer a template for good risk and support management.
- 17.23. Local Authorities are responsible to Innovate and support a gender-based pathway for women.

Local Authorities are required to dedicate a Commissioning and Assurance resource to establish, support and monitor the CAS3 service.

- 17.24. In the collection, handling and storing of data the Supplier shall ensure it complies with Data Protection Act 2018 (DPA 2018) requirements and the following legislation; Human Rights Act, 1998, Crime and Disorder Act, 1998. Minimum security requirements will be required to protect personal data.
- 17.25. Suppliers will need to adhere to cyber essentials in line with the National Cyber Security Centre guidance <https://www.ncsc.gov.uk/guidance>

18.0 REPORTABLE AND MAJOR INCIDENTS

- 18.1. Accommodation and/or Support Supplier(s) shall ensure that the Community Probation Practitioner shall be consulted and informed of all concerns, in respect of a Client immediately upon becoming aware of the same by phone or if unavailable by email.
- 18.2. The Accommodation and/or Support Supplier(s) Personnel shall report to the police any offence or suspicions that the Client may be engaged in criminal activity.
- 18.3. The Accommodation and/or Support Supplier(s) shall inform the Local Authority and GMPS immediately (in conjunction with any others that need to be informed) at the point it becomes aware of any Major Incident.
- 18.4. The Local Authority shall complete a **Reportable Incident or Major Incident Reporting Form** as instructed by GMPS.

18.5. Major Incidents are:

- Death of a Client while in receipt of the Services (or within seven (7) days of the end of the receipt of the Accommodation if the Client dies within this period upon leaving the Accommodation) **
- Unexpected death, deliberate or accidental injury of anyone present in any Accommodation or any person involved in the provision of the Services **
- Evidence of anyone under 18 years old at the Accommodation other than dependent children permitted to be present
- Sexual assault and/or abuse **
- Indecent exposure **
- Physical assault requiring emergency medical intervention **
- Racially aggravated assault and/or abuse **
- Serious threats of violence where a child is involved or implicated
- Other physical assault and/or abuse where a child is involved or implicated
- Serious accidental injury to any person whilst at any Accommodation or any person involved in the provision of the Services and emergency medical intervention
- Service User self-harm needing emergency medical intervention
- Fire, flood, structural damage resulting in full and/or partial evacuation of the Accommodation**
- Other incidents resulting in evacuation or closure of Accommodation **
- Attack on the Accommodation
- Bomb threat
- Police raid
- Discovery of firearms and/or other weapons (including swords and knives)
- Discovery of drugs, or drug related activity including the supply and/or manufacture of drugs
- Arrest on criminal charges in relation to an incident involving Clients, the Provider's Personnel or the any Accommodation **
- Serious anti-social behaviour involving Service User(s) at or close to any Accommodation
- Attempted suicide
- Arrest of a member of the Provider's Personnel on duty or in relation to work issues

18.6. For those marked with ** the Provider shall ensure a case review will be undertaken and reported to the Authority within twenty eight (28) days of the incident occurring provided that the Supplier shall in any event comply also with the notification requirements set out in this Specification.

18.7. Reportable Incidents are:

- i. Serious threats of violence
- ii. Other physical assault and/or abuse
- iii. Verbal assault and/or abuse
- iv. Other abuse including bullying, neglect and/or financial abuse
- v. Minor injuries (not cuts and bruises) in the Accommodation or in the provision of the Services
- vi. Other fire, floor and/or structural damage to the Accommodation
- vii. Vandalism and/or criminal damage to the Accommodation
- viii. Alleged theft, including of property of another Client or the Provider

- ix. Arrest on criminal charges other than as described above
 - x. Evidence of overnight guests at the Accommodation
- 18.8. Unacceptable behaviour/ withdrawal of Accommodation
- i. If problems arise with the behaviour of the Client, the Provider shall raise these with the Client, wherever possible, to discuss openly and seek a resolution.
 - ii. It is expected that there will be instances when some Clients will behave in a way which will undermine their involvement in the Service. The Provider should ensure that the reasons for any concerns are investigated.
 - iii. The Provider shall ensure that the Community Probation Practitioner shall be informed of any concerns, relating to or received by a Client immediately upon becoming aware of the same by phone, or if unavailable by email. Any contact must be followed up to check it has been received and to confirm what action is taken.
 - iv. The Community Probation Practitioner must take action on any concerns that are raised by the Provider. The action(s) will depend on the nature of the concerns raised. The actions must include acknowledging to the Provider they have received the concerns from them, within 24 hours and providing an update as to the action(s) taken/ to be taken, also within 24 hours.

19.0 DIVERSITY ISSUES

- 19.1. The Service must ensure that prioritised access to services is given to those who meet the criteria above. No assumptions as to suitability should be made because of ethnicity, race, disability, background, age or sexual orientation.
- 19.2. Services for women take account of gender differences in understanding the development of risk, psychosocial needs, service planning and delivery.
- 19.3. Ethnicity and cultural needs and of the possible impact of experience of racial prejudice must also be considered. Particular attention must be given to people from black and minority ethnic groups who are over-represented in the homeless cohort. Information about ethnicity will be part of the Management Information requirement used for evaluation. Commissioners will be actively monitoring the ethnic mix of those referred, accepted or rejected and will investigate further any significant patterns or trends that emerge.

20.0 ASSURANCE PROCEDURE

- 20.1. Management Information: management information will be required from Local Authorities to support the monitoring, assurance and evaluation of CAS-3. This is set by Ministry of Justice and will be received and co-ordinated by GMPS.
- 20.2. Assurance meetings and processes will be held jointly by GMCA and GMPS to monitor and assure the delivery of CAS-3 and support a detailed understanding of service strengths and weaknesses to development into future years. The assurance meetings will be held quarterly and will enable continued grant payment.
- 20.3. Service user feedback: GMPS will be responsible for collating service user feedback on the CAS-3 service.

21.0 MEDIA ENQUIRIES AND COMMUNICATION:

- 21.1. The Accommodation and Support Provider(s) shall refer any media enquiries and press releases to the Authority for Approval. The contact for the handling of media enquiries are:

Ministry of Justice Press Office: 020 3334 3506

22.0 GOVERNANCE

- 22.1. CAS-3 is a co-produced accommodation service between Greater Manchester Probation Service and Greater Manchester Combined Authority funded by the Ministry of Justice. The responsibility for the service sits with Greater Manchester Probation Service Community Integration Service Lead on behalf of the Regional Director alongside the GMCA Homelessness Strategy Lead on behalf of the GMCA Public Service Reform Director.
- 22.2. The Directors of the partner organisations have overriding responsibility for meeting the contractual obligations, providing strategic direction, decision making and ensuring appropriate governance arrangements are in place.
- 22.3. The Greater Manchester Justice and Rehabilitation Executive will provide strategic oversight and is attended by Directors of the GMPS and GMCA.
- 22.4. A Regional CAS3 Strategic Steering Group has been established in Greater Manchester to provide a forum for GMPS, GMCA and MOJ to discuss the delivery and development of GM CAS-3.
- 22.5. Responsibility of providers to attend quarterly grant review meetings and provide information to governance board a minimum of 48 hours before the meeting.
- 22.6. HMPPS will complete a schedule of assurance activity on the CAS3 service which could include case reviews or property visits.

Appendix: CAS-3 Partners Roles and Responsibilities

Greater Manchester Homelessness Prevention Team (GMPS)

- HPT are responsible for ensuring the eligibility of the person in prison being referred for CAS3.
- HPT will ensure that DTR has been undertaken, all options have been considered and the person being referred has been discussed at the Prison Release Meeting.
- HPT will confirm that relevant approvals have been achieved (risk assessment and management, nature of offence and police approval).
- Once the CPP confirms with HPT the CAS3 placement is suitable (responsibility to gain approvals), HPT will provide *the Local Authority and/or supplier* with details of the prison leaver (Proforma attached). Only risk and need information relevant to accommodation placement will be given to the supplier.
- Oversight of service provided by accommodation and support supplier(s) through Contract Monitoring and Grant Assurance alongside GMCA.
- Responsible for Management Information and analysis alongside GMCA.
- Responsible for oversight of Move On Meeting Structure, to promote active consideration by CPP and Support Provider.
- Support CPP to understand eligibility for MHCLG Funding available & what that might offer across each 10 LHAs.
- To engage with and co-ordinate responses to the central accommodation team in the HMPPS Partnerships, Reducing reoffending and Accommodation Directorate.
- HPT Strategic & Operational Leads to attend MAPPA meetings for active cases in CAS3.

•Community Probation Practitioner (GMPS)

- The CPP must start pre-release planning 12 weeks before release.
- The CPP must undertake Shelter/ IRS referral for those identified as requiring additional housing support.
- The CPP has responsibility for completing the Duty to Refer (DTR) within 56 days of becoming aware of a prison leaver likely to be released homeless and uploading onto nDelius. Shelter/ IRS provider can undertake this and achieve consent on their behalf.
- The CPP is responsible for completing the Duty to Refer (DTR) if not already completed pre-release within 72 hours of arrival at Approved Premises or BASS Accommodation and uploading onto nDelius.
- The CPP is responsible for the referral to HPT and uploading onto nDelius. Shelter/ IRS provider can undertake this and achieve consent on their behalf.
- The CPP is responsible for the referral, risk assessment & risk management of residents of CAS3 (using information provided by Accommodation/Support Provider).
- The CPP is required to ensure that relevant information is recorded on nDelius.
- The CPP must evidence that they have followed the CAS3 Approvals Process to allow HPT to identify property.
- Respond to any behavioural concerns raised regarding the person on probation by the Accommodation or Support supplier, Local Authority or HPT.
- The CPP is responsible for working with the CAS3 resident to achieve safe & suitable move on accommodation alongside CAS3 support provider, Shelter/ IRS provider - drawing on the work of the Support Provider.
- CPP and Accommodation and Support supplier(s) will communicate regarding person on probation whilst in CAS3 accommodation.

Local Authority

- Enable pre-release assessment through Duty to Refer and pre-release planning meetings
- Enable rapid assessment for clients in CAS-3 accommodation where pre-release assessment is not complete
- Complete Personal Housing Plan
- Support move on from CAS-3 under statutory duties or outside of statutory duties, using Accommodation for Ex Offender resources and any other available resources
- Data sharing agreement with GMPS

Support Provider

- Day to responsibility for progressing client maintenance of CAS-3 tenancy and move on outcomes
- Joint working with LA Housing Options and Rough Sleeper Teams to identify move on options and resources
- Joint working with GMPS for purposes of risk and licence management and supporting a positive move on outcome
- Responsible for establishing data sharing agreements with relevant LA and GMPS
- Processes to access local move on options via Local Authority

Accommodation Provider

- Responsible for the provision of suitable CAS-3 accommodation in accordance with the GM CAS-3 specification
- Responsible for establishing data sharing agreements with LA (and support provider where necessary) and GMPS

ANNEX 3 – PAYMENT SCHEDULE

- 1.1 Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside ABEN 2022-23 Grant of an amount not exceeding Two Hundred and Eighty-Six Thousand Pounds (£286,000). Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside Confirmed ABEN 2023-24 Grant. At the date of this Grant Funding Agreement the Authority has indicated that the Tameside Confirmed ABEN 2023-24 Grant is likely to be either an amount not exceeding the Tameside Sustained ABEN 2023-24 Indicative Grant of up to Two Hundred and Sixty Thousand Pounds (£260,000) or an amount not exceeding the Tameside Tapering ABEN 2023-24 Indicative Grant of up to Two Hundred and Fifty Thousand Pounds (£250,000). Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside Confirmed ABEN 2024-25 Grant. At the date of this Grant Funding Agreement the Authority has indicated that the Tameside Confirmed ABEN 2024-25 Grant is likely to be either an amount not exceeding the Tameside Sustained ABEN 2024-25 Indicative Grant of up to Two Hundred and Sixty Thousand Pounds (£260,000), or an amount not exceeding the Tameside Tapering ABEN 2024-25 Indicative Grant of Two Hundred and Twenty-Seven Thousand, Seven Hundred and Sixty Pounds (£227,760).
- 1.2 Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside CAS-3 2022-23 Grant of an amount not exceeding Two Hundred and Two Thousand, One Hundred and Sixteen Pounds (£202,116). Subject to the remainder of this Annex 3 the Authority shall pay the Grant Recipient the Tameside Confirmed CAS-3 2023-24 Grant. At the date of this Grant Funding Agreement the Authority has indicated that the amount of the Tameside Confirmed CAS-3 2023-24 is likely to be an amount not exceeding Two Hundred and Two Thousand, One Hundred and Sixteen Pounds (£202,116). Subject to the remainder of this Annex 3 the Authority shall pay the Recipient the Tameside Confirmed CAS-3 2024-25 Grant. At the date of this Grant Funding Agreement the Authority has indicated that the amount of the Tameside Confirmed 2024-25 Grant is likely to be an amount not exceeding Two Hundred and Three Thousand, Eight Hundred and Forty-Nine Pounds (£203,849).
- 1.3 The Authority shall pay the Tameside ABEN 2022-23 Grant, and the Tameside Confirmed ABEN 2023-24 Grant, and the Tameside Confirmed ABEN 2024-25 Grant, and the Tameside CAS-3 2022-23 Grant, and the Tameside Confirmed CAS-3 2023-24 Grant, and the Tameside Confirmed CAS-3 2024-25 Grant in pound sterling (GBP) and into a bank located in the UK.
- 1.4 In order for the Authority to make payments of the Tameside ABEN 2022-25 Grant and the Tameside CAS-3 2022-25 Grant to the Recipient in accordance with the Payment Schedule (Annex 4), the Recipient is required to:
 - 1.4.1 have formally completed this Grant Funding Agreement; and
 - 1.4.2 have provided the appropriate bank details; and
 - 1.4.3 have provided to the Authority all the information required in relation to the Tameside 2022-25 Monitoring Requirements, and the GM CAS-3 2022-25 Monitoring Requirements, and have provided to GMPS all of the information required in relation to the GM CAS-3 2022-25 Monitoring Requirements; and
 - 1.4.4 be in compliance with all material terms and conditions of this Grant Funding Agreement; and
 - 1.4.5 have submitted a request for payment to the Authority.
- 1.5 The Tameside ABEN 2022-23 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside ABEN 2022-23 Programme under the Grant Funding Agreement. The Tameside ABEN 2022-23 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside ABEN 2022-23 Funded

Activities. The Tameside Confirmed ABEN 2023-24 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside ABEN 2023-24 Programme under the Grant Funding Agreement. The Tameside Confirmed ABEN 2023-24 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside ABEN 2023-24 Funded Activities. The Tameside Confirmed ABEN 2024-25 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside ABEN 2024-25 Programme under the Grant Funding Agreement. The Tameside Confirmed ABEN 2024-25 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside ABEN 2024-25 Funded Activities. The Tameside CAS-3 2022-23 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside CAS-3 2022-23 Programme under the Grant Funding Agreement. The Tameside CAS-3 2022-23 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside CAS-3 2022-23 Funded Activities. The Tameside Confirmed CAS-3 2023-24 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside CAS-3 2023-24 Programme under the Grant Funding Agreement. The Tameside Confirmed CAS-3 2023-24 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside CAS-3 2023-24 Funded Activities. The Tameside Confirmed CAS-3 2024-25 Maximum Sum represents the maximum amount the Authority will pay to the Recipient in respect of the Tameside CAS-3 2024-25 Programme under the Grant Funding Agreement. The Tameside Confirmed CAS-3 2024-25 Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Tameside CAS-3 2024-25 Funded Activities.

- 1.6 The Authority will only pay the Tameside ABEN 2022-23 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside ABEN 2022-23 Grant will be used for Tameside ABEN 2022-23 Eligible Expenditure. The Authority will only pay the Tameside Confirmed ABEN 2023-24 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside Confirmed ABEN 2023-24 Grant will be used for Tameside ABEN 2023-24 Eligible Expenditure. The Authority will only pay the Tameside Confirmed ABEN 2024-25 Grant to the Recipient once the Authority is satisfied that the Tameside has provided a sufficient level of assurance to demonstrate that the Tameside Confirmed ABEN 2024-25 Grant will be used for Tameside ABEN 2024-25 Eligible Expenditure. The Authority will only pay the Tameside CAS-3 2022-23 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside CAS-3 2022-23 Grant will be used for Tameside CAS-3 2022-23 Eligible Expenditure. The Authority will only pay the Tameside Confirmed CAS-3 2023-24 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside CAS-3 2023-24 Grant will be used for Tameside CAS-3 2023-24 Eligible Expenditure. The Authority will only pay the Tameside CAS-3 2024-25 Grant to the Recipient once the Authority is satisfied that the Recipient has provided a sufficient level of assurance to demonstrate that the Tameside Confirmed CAS-3 2024-25 Grant will be used for Tameside CAS-3 2024-25 Eligible Expenditure.
- 1.7 The Recipient will provide the Authority with evidence of the costs/payments, which are classified as Tameside ABEN 2022-23 Eligible Expenditure, and Tameside ABEN 2023-24 Eligible Expenditure, and Tameside ABEN 2024-25 Eligible Expenditure, and Tameside CAS-3 2022-23 Eligible Expenditure, and Tameside CAS-3 2023-24 Eligible Expenditure, and Tameside CAS-3 2024-25 Eligible Expenditure in paragraph 0, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 1.8 The Recipient shall declare to the Authority any Match Funding which been approved or received, in relation to the Tameside ABEN 2022-25 Programme, or the Tameside CAS-3 2022-

25 Programme before the Commencement Date. If the Recipient intends to apply for, is offered or receives any further Match Funding in relation to the Tameside ABEN 2022-25 Programme during the Tameside ABEN 2022-25 Programme Period, or the Tameside CAS-3 2022-25 Programme during the Tameside CAS-3 2022-25 Programme Period, the Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 25.1.9 and where applicable, require all or part of the Tameside ABEN 2022-25 Grant or the Tameside CAS-3 2022-25 Grant to be repaid.

- 1.9 Where the use of Match Funding is permitted the Recipient shall set out any Match Funding it receives and send that to the Authority. This is so the Authority knows the total funding the Recipient has received for the Tameside ABEN 2022-25 Funded Activities, and the Tameside CAS-3 2022-5 Funded Activities.
- 1.10 The Recipient agrees that:
 - 1.10.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Tameside ABEN 2022-25 Funded Activities which have been paid for in full using the Tameside ABEN 2022-25 Grant;
 - 1.10.2 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Tameside CAS-3 2022-25 Funded Activities which have been paid for in full using the Tameside CAS-3 2022-25 Grant;
- 1.11 the Authority may refer the Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for any of the Funded Activities;
- 1.12 The Authority will not make the first payment of the Tameside ABEN 2022-23 Grant and/or any subsequent payments of the Tameside ABEN 2022-23 Grant unless or until, the Authority is satisfied that:
 - (i) the Tameside ABEN 2022-23 Grant will be used for Tameside ABEN 2022-23 Eligible Expenditure only; and
 - (ii) if applicable, any previous Tameside ABEN 2022-23 Grant payments have been used for the Tameside ABEN 2022-23 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 1.13 The Authority will not make the first payment of the Tameside Confirmed ABEN 2023-24 Grant and/or any subsequent payments of the Tameside Confirmed ABEN 2023-24 Grant unless or until, the Authority is satisfied that:
 - (i) the Tameside Confirmed ABEN 2023-24 Grant will be used for Tameside Confirmed ABEN 2023-24 Eligible Expenditure only; and
 - (ii) if applicable, any previous Tameside Confirmed ABEN 2023-24 Grant payments have been used for the Tameside ABEN 2023-24 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 1.14 The Authority will not make the first payment of the Tameside Confirmed ABEN 2024-25 Grant and/or any subsequent payments of the Tameside Confirmed ABEN 2024-25 Grant unless or until, the Authority is satisfied that:

- (i) the Tameside Confirmed ABEN 2024-25 Grant will be used for Tameside Confirmed ABEN 2024-25 Eligible Expenditure only; and
 - (ii) if applicable, any previous Tameside Confirmed ABEN 2024-25 Grant payments have been used for the Tameside ABEN 2024-25 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.

- 1.15 The Authority will not make the first payment of the Tameside CAS-3 2022-23 Grant and/or any subsequent payments of the Tameside CAS-3 2022-23 Grant unless or until, the Authority is satisfied that:
 - (i) the Tameside CAS-3 2022-23 Grant will be used for Tameside CAS-3 2022-23 Eligible Expenditure only; and
 - (ii) if applicable, any previous Tameside CAS-3 2022-23 Grant payments have been used for the Tameside CAS-3 2022-23 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.

- 1.16 The Authority will not make the first payment of the Tameside Confirmed CAS-3 2023-24 Grant and/or any subsequent payments of the Tameside Confirmed CAS-3 2022-24 Grant unless or until, the Authority is satisfied that:
 - (i) the Tameside Confirmed CAS-3 2023-24 Grant will be used for Tameside CAS-3 2023-24 Eligible Expenditure only; and
 - (ii) if applicable, any previous Tameside Confirmed CAS-3 2023-24 Grant payments have been used for the Tameside CAS-3 2023-24 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.

- 1.17 The Authority will not make the first payment of the Tameside Confirmed CAS-3 2024-25 Grant and/or any subsequent payments of the Tameside Confirmed CAS-3 2024-25 Grant unless or until, the Authority is satisfied that:
 - (i) the Tameside Confirmed CAS-3 2024-25 Grant will be used for Tameside CAS-3 2024-25 Eligible Expenditure only; and
 - (ii) if applicable, any previous Tameside Confirmed CAS-3 2024-25 Grant payments have been used for the Tameside CAS-3 2024-25 Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.

- 1.18 The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside ABEN 2022-23 Grant Claim and any other documentation as prescribed by the Authority, from time to time. The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside CAS-3 2022-23 Grant Claim and any other documentation as prescribed by the Authority, from time to time.

- 1.19 Unless otherwise stated in these Conditions, payment of the Tameside ABEN 2022-23 Grant will be made within 30 days of the Authority approving the Recipient's Tameside ABEN 2022-23 Grant Claim. Unless otherwise stated in these Conditions payment of the Tameside CAS-3 2022-23 Grant will be made within 30 days of the Authority approving the Recipient's Tameside CAS-3 2022-23 Grant Claim.

- 1.20 The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside ABEN 2023-24 Grant Claim and any other documentation as prescribed by the Authority, from time to time. The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside CAS-3 2023-24 Grant Claim and any other documentation as prescribed by the Authority, from time to time.

- 1.21 Unless otherwise stated in these Conditions, payment of the Tameside Confirmed ABEN 2023-24 Grant will be made within 30 days of the Authority approving the Recipient's Tameside ABEN 2023-24 Grant Claim. Unless otherwise stated in these Conditions payment of the Tameside Confirmed CAS-3 2023-24 Grant will be made within 30 days of the Authority approving the Recipient's Tameside CAS-3 2023-24 Grant Claim.
- 1.22 The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside Confirmed ABEN 2024-25 Grant Claim and any other documentation as prescribed by the Authority, from time to time. The Recipient shall submit by the last Working Day of the month following the end of the relevant Instalment Period the Tameside CAS-3 2024-25 Grant Claim and any other documentation as prescribed by the Authority, from time to time.
- 1.23 Unless otherwise stated in these Conditions, payment of the Tameside Confirmed ABEN 2024-25 Grant will be made within 30 days of the Authority approving the Recipient's Tameside ABEN 2024-25 Grant Claim. Unless otherwise stated in these Conditions payment of the Tameside Confirmed CAS-3 2024-25 Grant will be made within 30 days of the Authority approving the Recipient's Tameside CAS-3 2024-25 Grant Claim.
- 1.24 The Authority will have no liability to the Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 1.25 The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraphs 1.19, or 1.20 (as appropriate) or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 1.26 The Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 1.26, shall fall due immediately. If the Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 1.27 The Tameside ABEN 2022-25 Grant will be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Recipient. The Tameside CAS-3 2022-25 Grant will be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Recipient.
- 1.28 Where the Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 1.29 Onward payment of the Tameside ABEN 2022-25 Grant and the use of sub-contractors shall not relieve the Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Tameside ABEN 2022-25 Grant. Onward payment of the Tameside CAS-3 2022-25 Grant and the use of sub-contractors shall not relieve the Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Tameside CAS-3 2022-25 Grant.
- 1.30 The Recipient may not retain any Unspent Monies without the Authority's prior written permission.

- 1.31 If at the end of the relevant Financial Year there are Unspent Monies, the Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

Tameside ABEN 2022-25 Grant

INSTALMENT/ INSTALMENT PERIOD	GRANT SUM PAYABLE	PAYMENT DATE (month and year)
Year 1	£286,000	On or before 31 December 2022
Year 2 (Indicative only)	£250,000	
1 st	£125,000	On or before 31 May 2023
2 nd	£125,000	On or before 31 October 2023
Total for Year 2 (Indicative only)	£250,000	
Year 3 (Indicative only)		
1 st	£113,880	On or before 31 May 2024
2 nd	£113,880	On or before 31 October 2023
Total for Year 3 (Indicative only)	£227,760	
Total Tameside ABEN 2022-25 Grant (Indicative only)	£763,760	

Tameside CAS-3 2022-25 Grant

INSTALMENT/ INSTALMENT PERIOD	GRANT SUM PAYABLE	PAYMENT DATE (month and year)
Year 1	£197,827.56	On or before 31 December 2022
Year 2 (Indicative only)		
1 st	£101,327.78	On or before 31 May 2023
2 nd	£101,327.78	On or before 31 October 2023
Total for Year 2 (Indicative only)	£202,655.56	
Year 3 (Indicative only)		
1 st	£101,327.78	On or before 31 May 2024
2 nd	£101,327.78	On or before 31 October 2024
Total for Year 3 (Indicative only)	£202,655.56	
Total Tameside CAS-3 2022-25 Grant (Indicative only)	£603,139	

ANNEX 4 – AGREED OUTPUTS

- 1. The Recipient is required to achieve the following Agreed Outputs in connection with the Tameside ABEN 2022-25 Grant:**

Agreed Outputs

- 1.1 Provision by the Recipient within the Tameside LA Area during the Tameside ABEN 2022-25 Programme Period of a minimum of 26 core units per night which meet the ABEN 2022-25 Accommodation Standards and which are provided in accordance with the ABEN 2022-25 Framework and the requirements of the Tameside ABEN 2022-25 Programme as detailed at Annex 1.

- 2. The Recipient is required to achieve the following Agreed Outputs in connection with the Tameside CAS-3 2022-25 Grant:**

Agreed Outputs

- 2.1 Provision by the Recipient within the Tameside LA Area during the Tameside CAS-3 2022-25 Programme Period of a minimum of 9 Tameside CAS-3 2022-25 Accommodation Units per night and the provision during the Tameside CAS-3 2022-25 Programme Period of the Tameside CAS-3 2022-25 Support Services to Tameside CAS-3 2022-25 Residents in accordance with the requirements of the Tameside CAS-3 2022-25 Programme as detailed at Annex 2 and the MoJ Addendum. If the Recipient is not able to provide the required 9 Tameside CAS-3 Accommodation Units by the 1 October 2022, the Authority reserves the right to require the Recipient to repay a fair and reasonable part of any Tameside CAS-3 2022-23 Grant which the Authority has paid to the Recipient.

ANNEX 5 – CONTACT DETAILS

The main Authority contact in connection with the Tameside ABEN 2022-25 Grant, and the Tameside CAS-3 2022-25 Grant is:

Name of contact	Joseph Donohue
Position in organisation	Homelessness Strategy Principal
Email address	joseph.donohue@greatermanchester-ca.gov.uk
Telephone number	07871984708
Fax number	N/A
Postal address	Greater Manchester Combined Authority, Tootal Buildings , 56 Oxford Street, Manchester, M1 6EU

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	
Organisation	Tameside MBC
Name of contact	To Be Confirmed
Position in organisation	
Email address	
Telephone number	
Fax number	
Postal address	

Please inform the Authority if the Recipient's main contact changes.

ANNEX 6 – DATA PROTECTION PROVISIONS

Summary

Programme	Relationships
A Bed Every Night	<p>Data Processors:</p> <p><i>Greater Manchester Combined Authority</i></p> <p><i>Tameside Metropolitan Borough Council</i></p>
CAS-3	As set out in Data processing arrangements are set out within the GM CAS-3 2022-25 Data Sharing Agreement

Processing, Personal Data and Data Subjects

1. The Recipient shall comply with any further written instructions with respect to processing by GMCA.
2. Any such further instructions shall be incorporated into this Schedule.

A. A Bed Every Night

Description	Details
Identify of the Controller and Processor	<i>Greater Manchester Combined Authority and Tameside Metropolitan Borough Council are joint Data Processors.</i>
Subject matter of the processing	<i>The service provides accommodation and support for people experiencing rough sleeping, or at imminent risk, who have no statutory accommodation options open to them.</i>
Duration of the processing	The current service will end of 31 st March 2024 or 31 st March 2025 dependent of contract extension.
Nature and purposes of the processing	Local Authorities will collect and process data for the purposes of allocating accommodation and undertake a needs assessment to ensure the required support can be put in place so the aims of the ABEN programme are delivered and achieve the necessary outcomes for the individual. This information will be used in determining the best location and type of accommodation that is required.

Description	Details
	<p>Data will also be used for anonymous/aggregate evaluation purposes of the different programme, output may also for future planning of services and research purposes.</p>
<p>Type of Personal Data</p>	<p><i>The Recipient will process the following data for the purposes of providing support and accommodation:</i></p> <ul style="list-style-type: none"> • Name • Unique Identification number • Address • Date of birth • Telephone number • Data concerning mental health • Data concerning physical health • Ethnicity • Offending History • Gender • Gender identity • NHS number • NI number • Employment History • Religion • Sexual Orientation • Qualification history • Marital status <p><i>For reporting purposes, this data will be anonymised and high level outputs (e.g. number of people worked with, anonymised case studies etc.) will be provided to Greater Manchester Combined Authority via the ABEN Emergency Provision Database on a quarterly basis.</i></p>
<p>Categories of Data Subject</p>	<p><i>People currently being supported by Local Authority Rough Sleeping teams and living in A Bed Every Night accommodation.</i></p>
<p>Plan for return and destruction of the data once the processing is</p>	<p>All contract activity will end by 31st March 2025 at the latest. Information is stored on the ABEN EPD database. Data will be stored for financial audit and evaluation</p>

Description	Details
complete UNLESS requirement under union or member state law to preserve that type of data	purposes for 6 years as per the contract. At which point it will be deleted.

B. RSI

Description	Details
Identify of the Controller and Processor	<i>Greater Manchester Combined Authority is the Data Controllers. Tameside Metropolitan Borough Council is a Data Processor.</i>
Subject matter of the processing	<p><i>The service provides support for people experiencing rough sleeping, or at imminent risk, who have no statutory accommodation options open to them. The service consists of:</i></p> <ul style="list-style-type: none"> - Rough Sleeping Outreach Workers - Rough Sleeping Navigators
Duration of the processing	The current contract will end on 31 st March 2024 or 31 st March 2025 dependent of contract extension.
Nature and purposes of the processing	<p>Local Authorities will collect and process data for the purposes of allocating accommodation and undertake a needs assessment to ensure the required support can be put in place so the aims of the ABEN programme are delivered and achieve the necessary outcomes for the individual. This information will be used in determining the best location and type of accommodation that is required. Data will also be used for anonymous/aggregate evaluation purposes of the different programme, output may also for future planning of services and research purposes.</p>
Type of Personal Data	<p><i>The Recipient will process the following data for the purposes of providing support:</i></p> <ul style="list-style-type: none"> • Name • Unique Identification number • Address • Date of birth • Telephone number • Data concerning mental health • Data concerning physical health • Ethnicity • Offending History • Gender • Gender identity

Description	Details
	<ul style="list-style-type: none"> • NHS number • NI number • Employment History • Religion • Sexual Orientation • Qualification history • Marital status <p><i>For reporting purposes, this data will be anonymised and high level outputs (e.g. number of people worked with, anonymised case studies etc.) will be provided to Greater Manchester Combined Authority upon request as required by the department for Levelling Up, Housing and Communities for performance monitoring purposes.</i></p>
Categories of Data Subject	<i>People currently being supported by Local Authority Rough Sleeping teams.</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All activity will end by 31 st March 2025 at the latest. Information is stored on Local Authority databases. Data will be stored for financial audit and evaluation purposes for 6 years as per the contract. At which point it will be deleted.

C. CAS-3

GMCA will not be processing any Personal Data in relation to the delivery of the GM CAS-3 2022-25 Programme. Data processing arrangements are set out within the Tameside GM CAS-3 2022-25 Data Sharing Agreement which has been entered into between (1) Greater Manchester Probation Service (2) Tameside Council (3) Tameside's Provider of Tameside CAS-3 Accommodation Units and (4) Tameside's Providers of Tameside CAS-3 Support Services deals with all processing of Personal Data required for the delivery of the Tameside CAS-3 2022-25 Programme.

ANNEX 7 – DURATION AND PURPOSE OF GRANT

- 1.1 The Funding Period in relation to the Tameside ABEN 2022-25 Programme starts on 1 April 2022 (the **Tameside ABEN 2022-25 Commencement Date**) and ends on 31 March 2025 unless terminated earlier in accordance with this Grant Funding Agreement. The Funding Period in relation to the Tameside CAS-3 2022-25 Programme starts on the 1 July 2022 (the **Tameside CAS-3 2022-25 Commencement Date**) and ends on 30 June 2025 unless terminated earlier in accordance with this Grant Funding Agreement.
- 1.2 The Recipient will ensure that the Tameside ABEN 2022-25 Funded Activities start on 1 April 2022. The Recipient will ensure that the Tameside CAS-3 2022-25 Funded Activities start on 1 July 2022. If the Recipient is not able to provide the required 9 Tameside CAS-3 Accommodation Units by the 1 October 2022, the Authority reserves the right to require the Recipient to repay a fair and reasonable part of any Tameside CAS-3 2022-23 Grant which the Authority has paid to the Recipient.
- 1.3 The Recipient shall use the Tameside ABEN 2022-23 Grant solely for the delivery of the Tameside ABEN 2022-23 Funded Activities. The Recipient may not make any changes to the Tameside ABEN 2022-23 Funded Activities. The Recipient shall use the Tameside Confirmed ABEN 2023-24 Grant solely for the delivery of the Tameside ABEN 2023-24 Funded Activities. The Recipient may not make any changes to the Tameside ABEN 2023-24 Funded Activities. The Recipient shall use the Tameside Confirmed ABEN 2024-25 Grant solely for the delivery of the Tameside ABEN 2024-25 Funded Activities. The Recipient shall use the Tameside CAS-3 2022-23 Grant solely for the delivery of the Tameside CAS-3 2022-23 Funded Activities. The Recipient may not make changes to the Tameside CAS-3 2022-23 Funded Activities. The Recipient shall use the Tameside Confirmed CAS-3 2023-24 Grant solely for the delivery of the Tameside CAS-3 2023-24 Funded Activities. The Recipient may not make changes to the Tameside CAS-3 2023-24 Funded Activities. The Recipient shall use the Tameside Confirmed CAS-3 2024-25 Grant solely for the delivery of the Tameside CAS-3 2024-25 Funded Activities. The Recipient may not make changes to the Tameside CAS-3 2024-25 Funded Activities.
- 1.4 If the Authority wants to make a change to the Tameside ABEN 2022-23 Funded Activities (including for example reducing the Tameside ABEN 2022-23 Grant or removing some of the Tameside ABEN 2022-23 Funded Activities from the Tameside ABEN 2022-23 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside ABEN 2023-24 Funded Activities (including for example reducing the Tameside Confirmed ABEN 2023-24 Grant or removing some of the Tameside ABEN 2023-24 Funded Activities from the Tameside Confirmed ABEN 2023-24 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside ABEN 2024-25 Funded Activities (including for example reducing the Tameside Confirmed ABEN 2024-25 Grant or removing some of the Tameside ABEN 2024-25 Funded Activities from the Tameside Confirmed ABEN 2024-25 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside CAS-3 2022-23 Funded Activities (including for example reducing the Tameside CAS-3 2022-23 Grant or removing some of the Tameside CAS-3 2022-23 Funded Activities from the Tameside CAS-3 2022-23 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside CAS-3 2023-24 Funded Activities (including for example reducing the Tameside Confirmed CAS-3 2023-24 Grant or removing some of the Tameside CAS-3 2023-24 Funded Activities

from the Tameside Confirmed CAS-3 2023-24 Grant) it may do so on 1 month's written notice to the Recipient. If the Authority wants to make a change to the Tameside CAS-3 2024-25 Funded Activities (including for example reducing the Tameside Confirmed CAS-3 2024-25 Grant or removing some of the Tameside CAS-3 2024-25 Funded Activities from the Tameside Confirmed CAS-3 2024-25 Grant) it may do so on 1 month's written notice to the Recipient.

EXECUTION PAGE

This Grant Funding Agreement together with the Annexes is signed by the parties on the date first above written as follows:

**THE COMMON SEAL of the
GREATER MANCHESTER
COMBINED AUTHORITY**
was hereunto affixed in
pursuance of an Order of
the said Authority:

.....
Authorised Signatory

SIGNED by
.....
Signature

**The COMMON SEAL OF
TAMESIDE METROPOLITAN BOROUGH COUNCIL**
Was affixed in the presence of

Authorised Signatory