

## **The Status of the Program “Welcome Home”**

### **Organized by the Foundation Ocalenie**

#### **§ 1**

##### **Preliminary information**

1. The Program “Welcome Home” (hereinafter “**Program**”) is maintained by the Foundation Ocalenie, established in Warsaw, St. Krucza 6/14A, 00-537 Warszawa, nr KRS 0000030279 (hereinafter “**Foundation**”).
2. The Program is intended to support the people with refugee experience and at risk of homelessness, in building an independent life in Poland, as specified by the Status manner.
3. The participation in the Program is voluntary.

#### **§ 2**

##### **Definitions**

The concepts used in the Statute mean:

1. **Client** – an adult who participates in the Program,
2. **Family** – is a social group which consist of at least one child under 18 years of age and at least one adult who is a legal guardian of the child and meets the conditions described in the Statute, in particular in § 4 paragraph 2 of the Statute,
3. **Integration Specialist** – is a person, designated by the Foundation Ocalenie, who supports the Family in seeking independence and integration in Poland,
4. **Volunteer** – is a person designated by the Foundation Ocalenie, who supports a client in learning Polish,
5. **Allowance** – is one of the forms of support, which is granted in the Program in order to meet the housing needs. Their height is determined in according with the Allowance Table and is to be paid to the apartment owner’s bank account,
6. **Supported accommodation** – is one of the forms of support, which is granted in the Program in order to meet the housing needs. It is based on separate signing with the Family the lent contract or rental agreement for the apartment to which the Foundation has a legal title.
7. **Working plan** – is the document prepared by the Integration Specialist in consultation with the Family. The goal of the plan is to determine the real tasks to be achieved by the Family during their time of participation in the Program, leading to the independence and integration in Poland. The plan will be revised in six-month periods, as of the date of start participation in the Program.

### § 3

#### Program goal

The Program goal is to support the Clients, who are the Program participants in acquiring independence within two years (from the signing of the Agreement). The independence is understood as:

- a) Clients – members of a participating family have jobs thanks to which they can support Family without benefits from the public social family support fund,
- b) Family has legal rights to the apartment which suits their life needs,
- c) Persons have skills necessary to live independently in Poland, including: speaking communicative Polish, going to the offices by themselves and getting the important family matters connected with health, social benefits, children's education or other office issues.

### § 4

#### Program recipients

1. The program is dedicated to the Families, according to the definition in § 1, paragraph 2 above. It is understood as a social group which consists of at least one child under 18 years of age and at least one adult who is a legal guardian of the child and meets the conditions described in paragraph 2.
2. For the Program can apply the Families which meet cumulatively all of the conditions below:
  - a) Have a current address in Warsaw,
  - b) At least one of the legal guardians of the child has a refugee status, subsidiary protection, tolerated stay permit, residence permit for humanitarian reasons in Poland,
  - c) Are at risk of homelessness<sup>1</sup>,

---

<sup>1</sup> Risk of homelessness is understood as:

- a serious risk of losing the right to a current housing unit in the next 2 months (including due to debt, a terminated lease agreement, permanent loss of income or social welfare benefits making it impossible to continue to use a housing unit, eviction order) and lack of funds for renting an apartment at market prices,
- a serious risk of losing accommodation currently provided by a facility, including the obligation to leave a center for foreigners, or a facility supporting persons at risk of suffering abuse in the next 2 months
- living in a housing unit without being legally entitled to it (without a rental agreement), and no possibility to formalize legal rights to it,
- living in conditions unsuitable for living (e.g. in an apartment without heating, without ventilation, without access to hot water) and lack of funds for renting a suitable apartment at market prices,
- living in overcrowded conditions\*\* and lack of funds for renting a suitable apartment at market prices.

\*\* Overpopulation definition is based on Resolution XXXIII/669/2019 The Warsaw City Council of 9 December 2019 of the rules of renting residential premises included in the municipal housing Warsaw City's resources. It occurs when the living space (total number of the rooms) for:

- 1 person is lower than 10 square meters,
- 2 persons are lower than 14 square meters,
- each additional person is 6 more square meters (number is reduced by 20%, but not more than 4 square meters, if an apartment doesn't have a separate kitchen or kitchen nook).

- d) At least one of the Family's members has a job or the opportunity to actively look for one. Then they will take regular and legal employment as a part of the labor market in Poland.
- e) Clients – Family's members are ready to maintain open communication. They speak about their family situation and are willing to actively commit to improving the quality of Family life.

## § 5

### Recruitment procedure

1. The recruitment to the Program is open and external.
  2. The Foundation informs about the opening of the recruitment and publishes information on the website, located at the web address: [www.ocalenie.org.pl](http://www.ocalenie.org.pl).
  3. The manager of the Program is responsible for handling the recruitment procedure.
  4. The Recruitment Committee (hereinafter "**Committee**") makes a decision to qualify for participation in the Program. The Committee is composed of: the Manager of the Foundation team "Welcome Home", the representative from the Foundation Board and one person from the Foundation team indicated by the Foundation Board.
  5. The Recruitment is composed of stages:
    - a) Initial family application to the Program, by filling the complete and correct application form, which is available on the website: [www.ocalenie.org.pl](http://www.ocalenie.org.pl) (hereinafter: "**Application**"),
    - b) Formal verification of Application, by verifying the fulfillment of criteria described in § 4 the Statute, of which the result is a rejection or an acceptance of Application,
    - c) Recruitment interviews in Foundation Office, for which every Family will be invited if the application is accepted,
    - d) Awarding scores according to the scoring table by the Foundation's committee (**the attachment No 2** to the Statute) will follow all of the interviews,
    - e) Qualification of Families with the highest scores to participate in the Program,
    - f) Signing of Agreement about participation in the Program between the Clients and the Foundation, which describes the Program Participation's rules (hereinafter: "**Agreement**"). The signing of the Agreement will take place after the Family gets familiar with the Statute and the Attachments.
  6. During the recruitment a waiting list is being created. In the list will be found the Families which can be invited to join the Program within 3 months, counting from the end date of the recruitment procedure. Inviting families from the waiting list
-

occurs under condition that one of the short-listed Families resigns from the participation in the Program.

7. The Committee decision will be sent to the applying Families (in Polish language or in other understandable languages) to email addresses, which are given in the application forms. Appealing against the Committee decision is not possible.
8. After obtaining the Committee's positive decision, the Foundation provides the qualified Families with the opportunities to participate in the Program. Signing the Agreement between the Family and the Foundation is a necessary condition for setting the rules of participation in the Program.

## **§ 6**

### **Program organization**

1. The Family's probation period in the Program takes 3 months and starts from the first day after signing the Agreement.
2. During the probation period the Foundation and the Family have a right to end the Family participation in the Program, with an immediate effect.
3. During the time of probation period, the Family's task is to prepare the Working Plan with the Integration Specialist.
4. During the Program, the Family fulfills the assumed goals from the Working Plan, as well as others goals, which refer to the life situation or moving towards becoming independent.
5. The Family and the Integration Specialist summarize the completed tasks and update the Working Plan every 6 months. Additionally, they plan activities for the next 6 months.
6. The Family is supported by the Integration Specialist throughout the entire period of their participation in the Program. The Integration Specialist's tasks are described in § 9 below.
7. The rules for the termination of the participation in the Program and its duration are described in § 11 the Statute.

## **§ 7**

### **Responsibilities of participants in the Program**

Responsibilities of the Program participants are:

1. Obeying for Polish law and accepting country's principles of social coexistence,
2. Possessing or searching of legal employment or collaboration, carrying out all of duties related to the health and children's education, not using any kind of violence,
3. Moving towards integration in Poland, including the skills necessary to be able to live on their own and learn Polish language,

4. Getting involved in collaboration with the Integration Specialist, including the significant changes in Family life (especially in financial, health and education areas) and fulfilling the joint arrangement described in the agreed Working Plan,
5. Taking care of health and welfare of all the Family members, including respect for the rules to self-determination all of the adults in the Family,
6. Taking care of welfare and development of children and young adults and other people, who are financial dependents of the client, including uninterrupted fulfilling the compulsory education for children under 18 years of age and making possible continuing education for adults who live with the client and improving their skills, which are needed on the labor market.
7. Using of another offered support by the Foundations or by other entities, if it is required and in line with the arrangements, including: learning Polish language (indicated for a person, who knows Polish language below B1 level), being supported by the mentors from the Help Center for Foreigners (psychological support, legal aid, career advisor support).

## **§ 8**

### **Forms of support available under the Program**

1. The forms of support available to Families in the Program are individualized and matched to their needs and capabilities, consisting of:
  - a) ongoing support from the Integration Specialist,
  - b) assistance in meeting housing needs in the forms specified in the Regulations (Subsidies or Supported Housing),
  - c) other forms of social assistance, including financial assistance.
2. Clients may use other forms of support offered by the Foundation and apply for other Foundation programs, on condition that the same form of assistance is not duplicated in different Foundation activities.
3. Joining the Program during its duration by other members of the Client's Family residing in the same place is possible, however each application will be considered individually by the Program manager and its acceptance requires the conclusion of an annex to the Agreement.
4. The addition of Family members to the Programme does not necessarily involve an increase in the Subsidies.
5. Family members who have joined the Program can benefit from the support of the Integration Specialist and all other forms of support available in the Foundation.

## **§9**

### **Cooperation with the Integration Specialist**

1. Immediately after the conclusion of the Agreement, the Family is assigned to the Integration Specialist.
2. The tasks of the Integration Specialist are to:
  - a) developing a Work plan together with the Family and updating it,

- b) identifying the priorities for action and the resources of the Family, in collaboration with the Family and other institutions involved in working with the Family,
  - c) supporting the Family and accompanying them in their contacts with the institutions,
  - d) motivating the members of the Family to learn Polish language, to undertake activities on their own to improve the life quality of the Family,
  - e) monitoring the effects of the cooperation.
3. The tasks of the Integration Specialist do not include:
- a) taking care of the Family's matters instead of Family's members in offices and other institutions,
  - b) looking for a new home for the Family, if they would like to change their place of residence; Integration Specialist can support the Family in their search, if the situation forces the Family to leave their current home,
  - c) teaching Polish language - the Integration Specialist uses Polish language in contact with the Family to the extent that it is understandable for the Family, but does not teach Polish,
  - d) caring for children, the elderly, animals.
4. The extent of support is ultimately decided by the Integration Specialist himself/herself, based on knowledge of the Family's capabilities and in consultation with the Program manager.

## § 10

### Meeting housing needs

1. Within the framework of the Program, the Foundation provides the Family with support in meeting its housing needs, either in the form of Subsidies or by granting the Family Supported Housing.
2. Subsidies are granted to cover part of the cost of renting a residence place, from the month following the month in which the Agreement was signed.
3. The Subsidies are set for periods of 3 to 6 months, not exceeding 2 years in total, except where the Family's participation in the Programme has been extended by a decision of the Foundation.
4. The amount of the Subsidies will change over the period of the Family's participation in the Program, in accordance with the Subsidies Table attached as **attachment no 1** to the Regulations.
5. The Foundation may decide to suspend the payment of subsidies in the event that:
  - a) The Family is qualified to participate in an Individual Integration Program organized by the Warsaw Family Assistance Centre (for the duration of the Program) - for the period of the Family's participation in the Program, but the subsidies will be resumed after its completion and the period of the Family's participation in the Program will be proportionally extended,
  - b) The Family or any member(s) of the Family will notoriously fail to comply with the obligations imposed on those participating in the Program in accordance

- with these Regulations and the Agreement, for reasons beyond their control, despite the receipt of two reminders from the Foundation in electronic form, by e-mail to the e-mail address provided by the Family,
- c) The Family will lose the possibility to live in the residence place for which subsidies have been granted and will not find another residence place in Warsaw within the timeframe agreed with the Integration Specialist.
6. Suspension of the subsidies, in accordance with paragraph 5 above, is not synonymous to termination of the Family's participation in the Programme. The Family continues to have the right to benefit from the support of the Integration Specialist, as well as from other forms of support from the Foundation.
  7. Subsidies will be resumed by a decision of the Foundation, in cases where the Family's participation in the Individual Integration Program organized by the Warsaw Family Support Centre ends.
  8. Subsidies may be resumed by the Foundation's decision when the Family expresses its willingness to cooperate and begins to fulfill the obligations imposed on the Program participants (from the month following the month in which measurable changes in the Family's fulfillment of obligations occurred).
  9. Subsidies are not paid or are paid in a different amount than that set out in the subsidy table in the following cases:
    - a) The family lives in a residence place rented or rent at below-market prices,
    - b) The family lives in communal, social or other similar housing,
    - c) The family lives in a crisis intervention centre or other facility providing accommodation.
  10. In justified cases, by decision of the Foundation, the Family may be granted a residence place for a limited period of time, on the basis of a lending or rental agreement, for a preferential amount (Supported Housing). A rental or lending agreement on this subject is concluded in writing.
  11. In the event that the Family uses Supported Housing, Subsidies are not paid.

## **§ 11**

### **Termination of participation in the Program**

1. As a general rule, the duration of a Family's participation in the Program is set at 2 years. By the decision of the manager of the Program, the participation of a Family may be extended, in particular in such a way that each Family participating in the Program has the opportunity to benefit from Subsidies or Supported Housing for a period of at least 2 years. The period of a Family's participation in the Program may be extended for a maximum of 12 months.
2. The Foundation may decide to shorten the Family's participation in the Program and terminate the Agreement with immediate effect in the event that:
  - a) The Family changes its place of residence and resides outside of Warsaw,
  - b) The Family fails to comply with the obligations indicated in § 7 of these Regulations, despite receiving two reminders from the Foundation in electronic form (to the e-mail address provided by the Family). The third reminder will be provided to the Family in writing and will entail termination of cooperation with the Family,

- c) The Family's situation improves to such an extent that the Foundation's support is no longer needed.
3. The situation referred to in § 11 paragraph 2 letter C above, is assessed individually by the Foundation, based on the information gathered and an interview with the Family. The final decision is communicated to the Family in writing.
4. The date of termination of the Family's participation in the Program, for the reasons set out in paragraph 2 above, is the delivery to the Family of a notice of termination of the Agreement with immediate effect in writing.
5. The Foundation and the Family may terminate the Agreement at any time by mutual agreement.

## **§ 12**

### **Feedback**

1. Each Client has a right to provide feedback and make a complaint about the Foundation's actions within the Program using the form available on the Foundation's website <https://ocalenie.org.pl/feedback-form-pl> . The complaint is investigated by the manager/manager of the Program or the Management of the Foundation.
2. A response to a complaint is provided by e-mail, within 14 days from the day of its filing. If the contact details of the person submitting the complaint are not provided on the form, the complaint is left unprocessed.

## **§ 13**

### **Final arrangements**

1. The Foundation stipulates that it may suspend/cancel support under the Program, in particular if the funds allocated to the Program are stopped or run out.
2. For each Family qualified for the Program, with its consent, a publicly available Family profile will be created on the website [www.witajwdomu.org.pl](http://www.witajwdomu.org.pl) , containing basic information and graphics presenting the Family.
3. The Family profile will be prepared in consultation with the Family and, once approved by the Family, posted on the website. It will be prepared with care for the safety and dignity of the Family members. The data and appearance of the people in the profile can be updated at any time.
4. To the extent not covered by these Regulations, the provisions of generally applicable law shall apply, in particular the Act of 23 April 1964 - Civil Code.
5. The Regulations are available in various language versions, with the Polish version prevailing in case of doubt.

### **Attachments:**

1. Subsidies table
2. Scoring table
3. Information clause on the processing of personal data.