

Meeting of:	<b>Cabinet</b>
Date of Meeting:	<b>Monday, 17 June 2019</b>
Relevant Scrutiny Committee:	Homes and Safe Communities
Report Title:	Consideration for the continued participation in the Home Office's Syrian Resettlement Programme
Purpose of Report:	To request Cabinet approval to extend participation in the voluntary scheme
Report Owner:	Cabinet Member for Housing and Building Services
Responsible Officer:	Miles Punter, Director of Environment & Housing Services
Elected Member and Officer Consultation:	Committee Reports, Legal Services Operational Manager, Accountancy Paula Ham, Director of Learning and Skills Operational Manager, Public Housing Services
Policy Framework:	This is a matter for executive decision by Cabinet
<p>Executive Summary:</p> <ul style="list-style-type: none"> <li>• In May 2016, Cardiff Council and the Vale of Glamorgan Council agreed to participate in the resettlement of vulnerable Syrian refugees under the Vulnerable Persons Resettlement Scheme (VPRS) on a regional basis, under a three year Collaborative Agreement.</li> <li>• In May 2016, an Integration and Support Services contract was awarded to Taff Housing Association to provide resettlement support across the region, in accordance with the requirements set out in the regionally agreed Service Specification.</li> <li>• Both Agreements expired on 16th May 2019, so Cabinet approval is required to continue to participate in the resettlement of vulnerable refugees until March 2020, on a regional basis, and to provide resettlement support in line with the Home Office scheme requirements.</li> <li>• Participation in the VPRS is on a voluntary basis, and is subject to grant funding being made available to the Vale of Glamorgan Council and Cardiff Council on an annual basis, to support the cost of resettlement and integration.</li> </ul>	

## **Recommendations**

1. That Cabinet approves the Vale of Glamorgan Council's continued participation in the resettlement of Syrian refugees under the Vulnerable Persons Resettlement Scheme (VPRS) until March 2020.
2. That Cabinet agrees to enter a new, Collaborative Agreement for up to six years with Cardiff Council in order to benefit from the sharing of knowledge, experience and resources, including the Regional Resettlement Co-ordinator post.
3. That Cabinet agrees to extend and support the existing regional Governance arrangements, specifically the regional Leadership Group. Membership comprises and is attended by key regional stakeholders, including Council Members, Lead Officers and representatives from Housing, Health, Education, South Wales Police, third sector and Faith groups.
4. That Cabinet agrees to enable the resettlement of up to four additional families in the Vale of Glamorgan by March 2020, or until the UK Government achieves its target and therefore ends the current resettlement pathway.
5. That Cabinet agrees to permit Cardiff Council's Commissioning and Procurement Services department to run a competitive tender for a single Provider to deliver Integration and Support Services across the region, for up to six years, in order to comply with the programme Grant conditions set out in the Home Office Funding Instructions 2019-20 (See Appendix One).
6. That, subject to recommendations 1-5 above, delegated authority be granted to the Director of Environment and Housing Services, in consultation with the Cabinet Member for Housing and Building Services, to progress the regional arrangements for the delivery of the Syrian Resettlement Programme in the Vale of Glamorgan and Cardiff. Specifically, to agree the terms of a Collaboration Agreement.
7. That, subject to recommendation 3 above, delegated authority be granted to the Monitoring Office / Head of Legal & Democratic Services to agree the terms and execute the necessary legal documentation evidencing the Collaboration Agreement.

## **Reasons for Recommendations**

1. The UK Government VPRS programme enables the resettlement of vulnerable refugees from Syrian until March 2020. Cabinet Approval is therefore required to allow the Vale of Glamorgan Council to continue to support the arrival of a further four refugee families up to March 2020, or until the Home Office reaches its target. This will align local participation with the National delivery of the programme.
2. The Collaborative Agreement, between the Vale of Glamorgan Council and Cardiff Council, ends on 16th May 2019. Cabinet approval is therefore required to execute a new Agreement for up to six years, to ensure both Authorities are able to meet the needs of refugees for five years post-arrival, both for those already resettled in the region, and those that continue to arrive up until March 2020. This Agreement

will ensure the continuation of all existing operational and administrative structures, and full compliance with the terms and conditions of the grant funding.

3. In order to ensure a robust governance structure is in place for the regional scheme.
4. To support the UK Government to achieve its pledge to resettle 20,000 of the most vulnerable refugees from Syria, by March 2020.
5. The existing Integration and Support Services Contract expires on 16th May 2019. Cabinet approval is therefore required to allow the regional tendering of a new support service for up to six years, to ensure compliance with the Home Office Funding Instructions, and to support the long term needs of both refugees that have already been resettled in the Local Authority Area, and those that arrive up until March 2020.
6. To facilitate the continued partnership arrangements with regional stakeholders
7. To enable the completion and execution of the necessary legal documentation

## **1. Background**

- 1.1 In January 2014 the UK Government made a commitment to resettle Syrian refugees who had been displaced to neighbouring countries as result of civil war. In September 2015, the UK Government announced an expansion of this commitment and the formation of the Vulnerable Persons Resettlement Scheme (VPRS) ("the Programme") which is run in partnership with the United Nations High Commissioner for Refugees (UNHCR). The primary purpose is to resettle 20,000 of the most vulnerable refugees from the region over the remainder of the current parliament, by March 2020. On 3rd July 2017, the Home Secretary announced that eligibility for the VPRS would be extended to all those refugees fleeing the conflict in Syria, regardless of their nationality.
- 1.2 The UK Government sought participation in the Programme from Local Authorities on a voluntary basis. On 21st September 2015, Cabinet supported proposals to take a regional approach to managing the project (Cabinet Minute C2920 refers), and for the Vale of Glamorgan Council to work in partnership with the City of Cardiff Council.
- 1.3 Jointly, the Authorities pledged to resettle up to sixty refugees ("beneficiaries") annually, for the lifespan of the programme. The pledge included arrangements to receive four families in the Vale of Glamorgan, and six in Cardiff over the first year.
- 1.4 A Collaboration Agreement (between the Vale of Glamorgan Council (VOGC) and the City of Cardiff Council (CCC)), was signed on 17th May 2016 for an initial twelve month term. The Agreement dovetailed with the Integration & Support Services Contract awarded to Taff Housing Association.

- 1.5** On a cost-share basis with Cardiff Council, a Regional Resettlement Co-ordinator was appointed by the Vale of Glamorgan Council in April 2016, to implement and coordinate the operational delivery of the programme. Key responsibilities include the monitoring of the Integration and Support Services Provider, and to ensure compliance with the requirements set out in the Funding Instructions.
- 1.6** On 20th March 2017, Cabinet approved recommendations to participate in the VPRS for an additional twelve month term (Cabinet Minute C3508 refers) and to extend all Agreements pursuant to the delivery of the scheme. At the same time, Cabinet also approved the recommendation to delegate authority to the Director of Environment and Housing Services, in consultation with the Cabinet Member for Housing, Social Care and Health, to approve an additional twelve month extension of all Agreements pertinent to the continued delivery of the Programme, following the expiry of the second term.
- 1.7** In May 2018, the Director of Environment and Housing Services authorised the extension of all Agreements for a third term, which will expire on 16th May 2019.
- 1.8** Since May 2016, the Authority has successfully coordinated the resettlement twelve families in the Vale of Glamorgan. All families have integrated successfully into their new communities and continue to thrive with the coordinated support of key stakeholders.
- 1.9** In July 2016, the Community Sponsorship Scheme was launched, which enables community groups (sponsors) to become directly involved in refugee resettlement. The Home Office intends to resettle one hundred and twenty families under this scheme. The Vale of Glamorgan has consented to the approval of one Community Sponsorship application, from Croeso Penarth, and supported the arrival of one family in September 2018. The Authority is currently working with other interested groups to further their resettlement plans.

## **2. Key Issues for Consideration**

- 2.1** The brutal conflict in Syria continues, despite the efforts of a multitude of Countries and international agencies. According to the Department for International Development (source Syria UNHCR), in March 2019, 400,000 people are estimated to have been killed since the conflict began. 5.6 million Syrian refugees are still living in neighbouring countries, and a further 6.2 million people have been internally displaced.
- 2.2** According to the most recent data published by the Home Office (in February 2019), 14,945 refugees (including dependants) had been resettled in the UK by the end of December 2018 under the VPRS. Of that, 959 refugees had been

resettled in Wales. The Home Office still requires the voluntary assistance of Local Authorities to meet the initial resettlement target of 20,000 refugees by March 2020.

- 2.3** Both the Local Authority Collaborative Agreement and the Support Services Contract expire on 16th May 2019.
- 2.4** Both contracts were issued for an initial twelve month period, extendable by agreement for two additional twelve month terms. Therefore, the maximum duration of both contracts is three years, which does not coincide with the entire lifespan of the Home Office Programme. In simple terms, both regional contracts are outlived by the terms of the Grant Funding, so the Local Authority obligations will remain after the 16th May 2019 for those people already resettled by the Authority.
- 2.5** If Cabinet agrees that partnership working with Cardiff Council remains the most economically and operationally advantageous option, a new Agreement will need to be issued to enable regional participation and to support all existing administrative structures beyond 16th May 2019.
- 2.6** Under the Home Office Funding Instructions, the Council is able to claim grant funding for each individual, on a tariff basis, for up to sixty months following arrival. The Home Office issued new Instructions at the beginning of the Financial Year for 2019-20, which will enable the Council to claim resettlement costs for refugees that arrive up to March 2020.
- 2.7** Under current arrangements, Cardiff Council claims and receives all grant funding on behalf of both Authorities, and arrangements are in place to ensure the relevant funding is transferred to the Vale of Glamorgan Council at the end of the Financial Year.

### **3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?**

- 3.1** Looking to the long term - the proposals seek to ensure the Authority maximises the economic benefits derived from providing services in both Local Authority areas, on a cost-share basis. This approach ensures that services are more sustainable over the lifespan of the programme and makes better use of the Grant funding available. In the context of continued pressure on Local Government finances, this is an opportunity to continue to deliver quality, sustainable services to the community, regardless of where they live.
- 3.2** Taking an integrated approach – The Regional Operations Group is a working group which oversees the operational delivery of the programme. Representatives from key service providers, including Health, Housing,

Education, Social Services, meet quarterly to ensure that customers are able to access services which are appropriate and responsive to their complex needs.

- 3.3** Involving the population in decisions - robust governance and operational structures are embedded within the current programme. Through membership of the regional Leadership Group, the Local Authority ensures that third sector organisations and faith groups, which have an interest in promoting the wellbeing outcomes of refugees, are directly involved in the design and delivery of the programme.
- 3.4** Working in a collaborative way - partnership working with Cardiff means the Vale of Glamorgan Council will continue to benefit from working alongside an Authority which, as an asylum dispersal area, has many years of experience in delivering specialist services to asylum seekers and refugees. This will enable the Vale of Glamorgan Council to deliver services designed for people with complex needs, specifically related to integration into a new and unfamiliar community.
- 3.5** Understanding the root causes of issues and preventing them - the Programme will work with key delivery partners, including the Department for Work and Pensions, to understand the impact of welfare reform and prevent issues such as long-term reliance on state benefits. The jointly-funded Refugee Employment Support Programme, for example, was designed to create bespoke employment solutions for settled refugees, and thereby improve the economic opportunities and mental welfare of individuals.

## **4. Resources and Legal Considerations**

### **Financial**

- 4.1** In accordance with the Local Authority Funding Instructions 2019-20 (Appendix 1), the first 12 months of a refugee’s resettlement costs, excluding economic integration, are fully funded by Central Government from the Official Development Assistance budget. Participation in the scheme is therefore cost-neutral for the Authority
- 4.2** Under the Funding Instructions, the Authority is able to claim a tariff per person, according to the unit costs shown in Figure 1 below

Unit Costs for Syrian Resettlement Programme				
	Adult	Children 5 to 18	Children 3 to 4	Children under 3
Local Authority Costs	8,250	8,520	8,520	8,520
Education	0	4,500	2,250	0

*Figure 1*

- 4.3** The appropriate level of funding is transferred to schools who accept refugee children from the relevant age groups. Schools are responsible for recording expenditure for activities such as language support.
- 4.4** Funding is available for five years, however, the amount diminishes for each additional year of stay, on the assumption that the most significant costs are incurred in the first year. Year 2 to 5 unit costs are:

13-24 Months (Year 2)	25-36 Months (Year 3)	37-48 Months (Year 4)	49-60 Months (Year 5)
£5,000	£3,700	£2,300	£1,000

- 4.5** The Local Authority may also claim £850 per capita, to support access to formal language training for adults only, appropriate to needs and ability. There are no prescribed activities for which the funding may be used, and Authorities may pool the funding to so as to maximise its ability to effectively identify individuals' language training requirements and be responsive to these needs through the most appropriate delivery arrangements and range of providers within a local area
- 4.6** On a cost share basis, Cardiff Council delivers employment support to all adult refugees in the Vale of Glamorgan through the bespoke Refugee Employment Support Programme. It is anticipated the Programme will continue for 2019-20.
- 4.7** Cardiff Council delivers Informal Conversational English classes from the Central Library in Cardiff on a cost share basis, to all beneficiaries in the Vale of Glamorgan. It is anticipated the Programme will continue for 2019-20
- 4.8** On a cost share basis, Cardiff Council provides financial administration support to the Programme, through the Corporate Grants Officer. It is anticipated the support will continue for 2019-20.
- 4.9** It is expected that the Grant funding will be sufficient to meet the costs associated with resettlement for the duration of the Programme.

### **Employment**

- 4.10** In August 2017, the Refugee Employment Support Programme was created to support individuals that were far removed from the labour market, by providing bespoke solutions to overcome specific barriers. The programme manages a barriers and training fund which customers are able access to support the cost of

gaining qualifications, or to purchase job-specific equipment where necessary. The programme has been successful in identifying volunteering opportunities and delivering industry-specific training.

- 4.11** A Regional Resettlement Co-ordinator was appointed by the Vale of Glamorgan Council to implement and deliver the Programme, on a cost-share basis with Cardiff Council. This role is integral to the continued administration of the regional programme and it is expected that the role, including the cost-share arrangements, will be extended in line with the operational requirements of the Programme, subject to the availability of the Home Office Grant Funding.
- 4.12** Cardiff Council will conduct a competitive tender exercise to procure a Support Provider to provide integration and orientation support on behalf of both Local Authorities. If the incumbent provider is unsuccessful, TUPE rules will apply.

#### **Legal (Including Equalities)**

- 4.13** It will be necessary for the Monitoring Office / Head of Legal and Democratic Services to execute the required legal documentation.

## **5. Background Papers**

Funding Instructions to Local Authorities for 2019-20



Home Office



Ministry of Housing,  
Communities &  
Local Government

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

## **Financial Year 2019 - 2020**

### **Resettlement Programme**

A joint unit between the Home Office and the Ministry for  
Housing, Communities and Local Government

**Lunar House  
Croydon  
CR9 2BY**

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

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# TERMS AND CONDITIONS OF FUNDING

## 1. DEFINITIONS

- 1.1. An “**Adult**” for the purpose of the English language provision means a Refugee who is 19-years of age or older, or who turns 19 within the first twelve (12) Months of arrival in the UK.
- 1.2. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.3. The “**Authority**” means the Secretary of State for the Home Department acting through the Resettlement Scheme on behalf of the Crown.
- 1.4. A “**Community Sponsor**” (or “**Sponsor**”) means a group or organisation which:
  - 1.4.1. exists and works for the benefit of the community rather than private shareholders, and
  - 1.4.2. is registered as either a charity (or from 2013 as a charitable incorporated organisation), or a community interest company, or is an individual or body falling within Section 10(2)(a) of the Charities Act 2011, and
  - 1.4.3. which has been approved by the Authority to support Refugees brought to the UK through the Scheme.
- 1.5. A “**Clause**” means the clauses in this Funding Instruction;
- 1.6. The “**Community Sponsorship Scheme**” means the scheme developed by the Authority to enable community groups (Sponsors) to support Refugees brought to the UK through the Scheme.
- 1.7. “**Critical Success Factors**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.8. “**Data Protection Legislation**” means (i) the General Data Protection Regulations (“GDPR”) 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 (“DPA 2018”) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy;
- 1.9. The “**Data Sharing Protocol**” (or the “**DSP**”) means the set of principles detailed in Annex C which govern the processes and practicalities of information sharing between the Authority and the Recipient, and which the Recipient agrees to abide by and comply with.
- 1.10. “**Day**” means any calendar day Monday through Sunday (inclusive).
- 1.11. “**Delivery Partner**” means any Third-Party whether an organisation or an individual working with the Recipient, whether remunerated or not, in the delivery of this Funding Instruction for the provision of the Purpose.
- 1.12. “**Eligible Expenditure**” means expenditure incurred by the Recipient in accordance with and/or in order to achieve the Purpose or as otherwise agreed between the Parties.

- 1.13. “**ESOL**”<sup>1</sup> means a formal ‘English for Speakers of Other Languages’, or other equivalent formal language skill support.
- 1.14. “**Exceptional Costs**” means additional expenses incurred by a Recipient in supporting a Refugee for which the Authority has a budget and may, on a case-by-case basis, agree to reimburse.
- 1.15. A “**File Share Area**” (or the “**FSA**”) means the designated area within MOVEit from where a Recipient can access files that the Authority has made available to share.
- 1.16. “**Formal Language Training**”<sup>2</sup> means the provision of ESOL, or employment sector specific, courses that where possible should lead to Refugees attaining accredited qualifications from a provider regulated by an appropriate national body (i.e. OFQAL, SQA or Qualifications Wales) and whose key characteristics are that:
- 1.16.1. Their delivery is led by qualified tutors, and
  - 1.16.2. They are appropriate to individual Refugee’s abilities as identified following a diagnostic assessment led by a qualified ESOL tutor, and
  - 1.16.3. They follow agreed curricula<sup>3</sup>.
  - 1.16.4. They can also enable progression, helping Refugees to access a course leading to an accredited qualification. This is non-regulated provision offered by providers at pre-entry level, for which there are no qualifications, but the curriculum as mentioned above does cover pre-entry level material.
- 1.17. The “**Funding Instruction**” (or the “**Instruction**”) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.18. “**Funding**” means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Refugees for up to sixty (60) Months following their arrival in the UK and in accordance with the terms and outcomes of this Instruction.
- 1.19. “**Informal Language Training**”<sup>4</sup> means language training provision that does not have any or all of the characteristics described in 1.12 for example, it can take place in any location, may or may not have a pre-set curriculum and will usually be provided in a structured or semi-structured way, delivered by a range of people including volunteers. It can include confidence building, active citizenship and a whole host of leisure or community activities.
- 1.20. “**Information Acts**” means the Data Protection Legislation, Freedom of information Act 2000 (“FOIA”) and the Environmental Information Regulations 2000 (“EIR”) in force.
- 1.21. “**Law**” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of

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

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

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

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

law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

- 1.22. The “**Local Administrator**” means a senior member of the Recipient’s staff who will act as the single point of contact for authorising access to the Recipient’s designated FSA within MOVEit.
- 1.23. A “**Month**” means a calendar month.
- 1.24. “**MOVEit**” means the Authority’s online two-way file-sharing service that allows the sharing of Official and Official-Sensitive (IL2) data with other government departments, non-departmental public bodies and external organisations, in a completely secure environment. Files including PDFs, all types of Office documents, images and Winzip of up to 2GB in size may be shared.
- 1.25. An “**Overpayment**” means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.26. The “**Scheme**” means any one of the UK government’s humanitarian relief programmes supporting Refugees where it has been determined that resettlement is in their best interests – principally (but not limited to) the Vulnerable Persons Resettlement Scheme (VPRS) whose purpose is to resettle 20,000 Refugees to the UK, who fled the conflict in Syria from Turkey, Iraq, Lebanon, Jordan, and Egypt; and, the Vulnerable Children’s Resettlement Scheme (VCRS) whose purpose is to resettle up to 3,000 Refugees, specifically children at risk and their families, from Turkey, Iraq, Lebanon, Jordan, and Egypt.
- 1.27. A “**Recipient**” means a participating local or regional authority to which the Authority has agreed to provide Funding under this Instruction as a contribution towards eligible expenditure incurred supporting Refugees.
- 1.28. A “**Refugee**” means an eligible person who, regardless of their nationality, has:
- 1.28.1. been accepted as being vulnerable by the Authority following referral by the UN High Commissioner for Refugees (*UNHCR*), and
  - 1.28.2. arrived in the UK having been admitted to the Scheme, and
  - 1.28.3. has been resettled in England, Scotland or Wales.
- 1.29. The “**Resettlement Scheme**” means the joint unit comprising staff from Home Office and Ministry of Housing, Communities and Local Government (MHCLG), whose objective is to deliver the Scheme.
- 1.30. “**Schedule**” means the Schedules attached to this Funding Instruction.
- 1.31. “**Staff**” means any person employed or engaged by a Recipient and acting in connection with the operation of this Instruction including the Recipient’s servants, agents, suppliers, volunteers and sub-contractors, any consultants and professional advisers (and their respective servants, agents, suppliers and Sub-contractors) used in the performance of its obligations under the Instruction.
- 1.32. A “**Working Day**” means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

## 2. THIS INSTRUCTION

- 2.1. This Instruction consists of thirteen (13) Articles, one (1) Schedule, and six (6) Annexes and replaces any funding instructions previously issued by the Authority providing financial contributions towards Recipients' costs incurred supporting Refugees.
- 2.2. This Instruction provides Funding enabling a Recipient to support Refugees:
  - 2.2.1. during the first twelve (12) Months following arrival in the UK, including Educational costs (YEAR 1) – Schedule 1, Part 1,
  - 2.2.2. during the subsequent forty-eight (48) Months (YEARS 2 – 5) – Schedule 1, Part 2,
  - 2.2.3. on the Community Sponsorship Scheme – Schedule 1, Part 3,
  - 2.2.4. improve their English language skills in order to assist with integration and improve employability – Schedule 1, Part 4, and
  - 2.2.5. with childcare needs to attend Formal Language Training – Schedule 1, Part 5.

## 3. SCOPE

- 3.1. The Scheme currently comprises two humanitarian resettlement schemes:
  - 3.1.1. On 7 September 2015, the then Prime Minister announced that the scheme would be expanded to resettle 20,000 Syrians in need of protection by 2020. On 3 July 2017, the Home Secretary announced that eligibility for the VPRS would be extended to all those refugees fleeing the conflict in Syria, regardless of their nationality.
  - 3.1.2. On 21 April 2016, the Vulnerable Children's Resettlement Scheme (VCRS) was announced. VCRS has been specifically tailored to resettle vulnerable and refugee children at risk and their families from the Middle East and North Africa (MENA) region. VCRS does not solely target unaccompanied children, but also extends to all 'Children at Risk' as defined by the UNHCR<sup>5</sup>. It is open to all 'at risk' groups and nationalities within the MENA region. Unaccompanied children resettled under VCRS will (unless in exceptional circumstances) be treated in the same way as Unaccompanied Asylum Seeking Children (UASCs) for funding purposes, and local authorities who accept unaccompanied children under the Scheme will be reimbursed in accordance with the relevant year's UASC Funding Instruction not this Instruction.
- 3.2. To further support these commitments, the Community Sponsorship Scheme has been developed enabling Sponsors to provide comprehensive wrap-around support to Refugees for a period of two (2) years, instead of the Recipient.
- 3.3. The Scheme's primary purpose is to resettle Refugees in a way that:

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<sup>5</sup> See Annex B

- 3.3.1. Secures national security and public protection, and
- 3.3.2. Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
- 3.3.3. Delivers value for money for the UK tax payer
- 3.4. The Scheme is run in partnership with the United Nations High Commission for Refugees (the 'UNHCR'). It demonstrates the UK's support for the UNHCR's global effort to relieve the humanitarian crisis through the provision of resettlement opportunities for some of the most vulnerable people into communities within the UK, by 2020, who:
  - 3.4.1. have registered with the UNHCR in Turkey, Iraq, Lebanon, Jordan, Egypt, and
  - 3.4.2. the UNHCR consider meet one of their resettlement submission categories<sup>6</sup>.
- 3.5. The Authority is responsible for identifying Refugees eligible for resettlement to the UK in liaison with the UNHCR.
- 3.6. The Recipient has made commitments to support the Scheme, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Refugees for up to five (5) years after first arrival in the UK, as further described in this Instruction.
- 3.7. Unless specifically stated otherwise, any Funding will be in respect of a Recipient's costs in fulfilment of its statutory duties and anything otherwise agreed with the Authority.
- 3.8. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and Scheme evaluation purposes must be able to demonstrate that the Funding has been committed in supporting Refugees and furthering the aims of the Schem.

## **4. DURATION**

- 4.1. This Instruction sets out the terms under which the Authority will make Funding available to the Recipient, in respect of expenditure incurred supporting Refugees brought to the UK under the Scheme during the period 1 April 2019 to 31 March 2020.
- 4.2. In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.

## **5. TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING**

- 5.1. The Recipient acknowledges that grant funded arrangements issued by government departments may be published on a public facing website and

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<sup>6</sup> See Annex B

that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency and accountability.

- 5.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 5.3. Nothing in this Article 5 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Article 5. Further, this Article 5 shall not apply to information which is required to be disclosed pursuant to any law or pursuant to an order of any court or statutory or regulatory body.
- 5.4. The Recipient shall ensure that any personal information concerning any Refugee disclosed to them in the course of delivering this Scheme is treated as confidential and should only be disclosed to a third party in accordance with the provisions of Data Protection Legislation. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:
  - 5.4.1. have in place appropriate policies and procedures to recognise and maintain the Refugee's need for confidentiality; and
  - 5.4.2. ensure that without the consent of a Refugee, details of that individual Refugee are not released to any organisation not party to this Instruction.
- 5.5. The Recipient shall not use any information which they have obtained as a result of delivering the Scheme (including, without limitation, any information relating to any Refugee) in any way which is inaccurate or misleading.
- 5.6. In the event of any unauthorised disclosure, the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Recipient shall be bound by and will abide by the decision of the Authority.
- 5.7. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such unauthorised disclosure, including (but not confined to) any civil or criminal liability.
- 5.8. All approaches made by any person or organisation not party to this Instruction in respect of funding provided to deliver the Scheme must be referred to the Authority's press office for their advice and/ or action.
- 5.9. Prior to departure for the UK, Refugees will have signed a consent form confirming their willingness to share personal data with executive bodies and relevant delivery partners. The Authority will retain these forms and will allow inspection by the Recipient as requested.
- 5.10. The Authority also expects the Recipient to share relevant information on the delivery of the Scheme and on Refugees with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with relevant deliverers of the Scheme which flows down the terms of the Data Sharing Protocol (Annex C).

- 5.11. Where applicable, the Recipient and the Authority are required to comply with the Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.
- 5.12. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.
- 5.13. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 5.14. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in Annex C.
- 5.15. The provisions of this Article 5 shall survive the termination of this Instruction, however that occurs.

## **6. FUNDING**

### **Eligible Expenditure**

- 6.1. Monies provided must not be used for any purpose other than achieving delivery of Scheme outcomes detailed in this Instruction, nor is it permissible to vire any such funds elsewhere without prior written consent from the Authority.
- 6.2. Any funding issues resulting from a Refugee moving permanently from a participating local authority during the maximum sixty (60) Month term of the Funding are to be resolved between the Recipient and the relevant local authority.
- 6.3. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 6.4. The Funding may not be used to support or promote religious activity. This will not include activity designed to improve inter faith relationships and/or working.

### **Overpayments**

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

### **Cessation of Funding**

- 6.7. The Authority's responsibility for providing Funding under this Instruction will cease no later than the sixty (60) Month anniversary of the Refugee's arrival in the UK under the Scheme and Funding is not claimable for any support provided beyond this anniversary.
- 6.8. Payments may also cease where the Refugee:

- 6.8.1. dies,
  - 6.8.2. leaves the Recipient's area to live in another UK local authority area,
  - 6.8.3. indicates that they no longer wish to receive support under the Scheme,
  - 6.8.4. indicates that they are leaving the UK permanently,
  - 6.8.5. applies for some other Immigration status within the UK as advised by the Authority<sup>7</sup>, or
  - 6.8.6. otherwise leaves or becomes ineligible for the Scheme.
- 6.9. In the event of any such occurrence under Clause 6.8, the Recipient must notify the Authority without delay.
- 6.10. For the purposes of Clause 6.7, the sixty (60) Month period will commence on the date of the Refugee's first arrival in the UK under the Scheme and will continue unbroken until the end of that sixty (60) Month period.
- 6.11. The Authority reserves the right to cease making payments through this Instruction if it has reasonable grounds to believe that the Refugee has sought to deceive the Authority, the relevant Recipient or a partner agency in relation to their circumstances, including their inclusion on the Programme or their activities whilst so involved.

### Exceptional Costs

- 6.12. Payments may also be made in order to cover additional essential costs incurred by the Recipient above and beyond what could reasonably be regarded as normal expenditure and not available through other mainstream funding mechanisms. Funding from the Exceptional Costs budget may be used, amongst other things, to pay for:
- Property Adaptations (see Annex E)
  - Property Void Costs (see Annex F)
  - Support for children with identified educational needs
  - Social Care provision
  - Universal Credit top-up (see Schedule 1, Clause 1.6)
- 6.13. All applications will be assessed, and payments made, on a case-by-case basis:
- 6.13.1. There is no minimum or maximum amount that can be claimed.
  - 6.13.2. Exceptional Costs cannot be claimed for support provided to a Refugee that would normally be funded through the per capita health or education funding or through welfare payments,
  - 6.13.3. Before incurring Exceptional Costs, a Recipient should seek in principle agreement in writing from the Authority or risk having the claim rejected. The Authority will use its reasonable judgement when assessing mitigations for claims where this has not been possible,
  - 6.13.4. Recipients must submit evidence of Exceptional Cost expenditure incurred (e.g. copy invoices) along with the Appendix to Annex A form before claims will be accepted.

<sup>7</sup> Excepting instances where a Refugee requests a change in immigration status in accordance with the 1 July 2017 [policy announcement](#).

- 6.14. The Authority will periodically review the operation of the Exceptional Costs process and budget.

### General

- 6.15. Unauthorised spends that exceed the maximum stated Funding levels will not be reimbursed by the Authority.
- 6.16. In all instances, Funding received is to be pooled and managed across all the Refugees supported by the relevant Recipient.
- 6.17. The relevant Recipient will be the single point of contact for invoicing and payments.
- 6.18. Any payments made under this Instruction will also cover VAT or other duties paid by the Recipient to the extent that these are not otherwise recoverable by the Recipient.
- 6.19. Nothing in this Instruction shall be construed as providing or permitting the total relevant benefits to exceed the statutory limit (the 'benefit cap') prevailing at the time of payment.

## 7. DATA RECONCILIATION AND PAYMENTS

- 7.1. The Recipient shall complete applications for payment in the form set out in Annex A, which includes details of each Refugee and the financial support applied for.
- 7.2. Specific instructions for the completion of Annex A are included in the LA funding Excel workbook, which will be supplied by the Authority. The Annex A should only be submitted via the Authority's secure data transfer portal, "MoveIT DMZ", to ensure compliance with Data Protection Legislation.
- 7.3. Payments will be made within thirty (30) Days of receipt of a correctly-completed claim.
- 7.4. The Annex A submitted for payment should be received by the Authority no later than three (3) Months after the close of the period to which the application relates; late returns may result in payment being delayed. The Recipient will have the opportunity to make representations if they believe that the level of Funding received is less than that to which they are entitled under the terms of this Instruction. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Resettlement Funding Team within one (1) Month of the Annex A response being sent, following reconciliation against the Authority's records.
- 7.5. At the end of the period for which support is paid, final checks will be carried out to ensure that the payments already made accurately reflect the amounts to which the Recipient is entitled. Payments made as a result of applications are to be regarded as payments on account, which will be finalised when the final claim is confirmed by the Authority. The Recipient should note that the format of the claim spreadsheets **must not** be altered.
- 7.6. Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Authority's Funding

Team within one (1) Month of a payment being made. Retrospective payments by the Authority for individuals not promptly included in the Annex A claim may be agreed only where exceptional circumstances can be shown.

- 7.7. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper, signed by a senior finance official. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new account or change of BACS payment details is as follows:

#### Supplier Details

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

#### Supplier Address Details

1. Registered Address
2. Credit Control/Finance Address

#### Contact Details

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

#### Payment Details

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

- 7.8. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information. Such notification must be provided in writing, in PDF format, and in accordance with the requirements of Clause 7.7.
- 7.9. The Recipient must record expenditure in their accounting records under generally-accepted accounting standards in a way that the relevant costs can be simply extracted if required. Throughout the year, the Authority's Funding team will work with the Recipient to ensure the accuracy of claims, thereby reducing the need for audits at year-end.

## 8. MONITORING & EVALUATION

- 8.1. The Recipient should itself manage and administer the quality and level of delivery relating to the support it provides to Refugees.
- 8.2. The Authority will require the Recipient to provide information and documentation regarding Refugees for monitoring and evaluation purposes.

- 8.3. This will include the provision of individual level information on Refugees for the evaluation of the Scheme. The evidence form should only be submitted via the Authority's secure data transfer portal, "MoveIT DMZ", to ensure compliance with Data Protection Legislation.
- 8.4. The Recipient shall provide information requested to monitor the outcomes from the additional ESOL funding, as set out in a template reporting form which will be provided by the Authority. At a minimum, the Recipient should ensure it provides reports detailing progress against the Critical Success Factors outlined in Schedule 1. Visits may be made from time to time by the Authority or its appointed representatives, including the National Audit Office. Whilst there is no requirement for submission of detailed costings, the Recipient must be able to provide the costs for individual cases and will, if required, be expected to justify, explain and evidence costs.
- 8.5. In all cases, to assist with monitoring and evaluation of the Scheme, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

## 9. BREACH OF FUNDING CONDITIONS

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

## 10. ACTIVITIES – GENERAL

### Sub-contracting

- 10.1. When procuring works, goods or services the Recipient must ensure that it complies with its statutory obligations, for example the regulations as transposed into national Law from the EU Directives on Public Procurement (2014) i.e. the Public Contracts Regulations 2015 in England, Northern Ireland & Wales. In any event, the Recipient shall demonstrate value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services to support the delivery of the Scheme.

- 10.2. Where the Recipient enters into a contract (or other form of agreement) with any third party for the provision of any part of the Scheme, the Recipient shall ensure that a term is included in the contract or agreement requiring the Recipient to pay all sums due within a specified period: this shall be as defined by the terms of that contract or agreement, but shall not exceed thirty (30) Days from the date of receipt of a validated invoice.
- 10.3. The Recipient must take all reasonable steps to ensure that anyone acting on its behalf shall not bring the Authority or the Scheme into disrepute; for instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Scheme.

### Hours of Operation

- 10.4. The Recipient shall note that the Authority performs normal business during the hours of 09.00 to 17.00 on Working Days.
- 10.5. The Scheme shall be provided at a minimum on each Working Day. The Authority recognises that in the interests of efficiency the exact availability and timings of the various service elements will vary. It is envisaged that some out of hour's provision will be required from the Recipient.
- 10.6. All premises used to deliver the Scheme elements should meet all regulatory requirements and be suitable for the purpose.

### Complaints

- 10.7. The Recipient and/or its delivery partners shall develop, maintain and implement procedures enabling:
  - 10.7.1. Refugees to complain about the support and assistance provided by the Recipient,
  - 10.7.2. Reporting and management of 'cases of interest'<sup>8</sup>. The Authority must be advised of such incidents as soon as reasonably possible, but in any event by the end of the next Working Day.

### Staff Standards

- 10.8. At all times whilst delivering the Scheme the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government's "Supplier Code of Conduct"<sup>9</sup> which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 10.9. The Recipient shall:
  - 10.9.1. ensure that the recruitment, selection and training of Staff, are consistent with the standards required for the performance of the outcomes,
  - 10.9.2. fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,

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<sup>8</sup> The Authority will provide guidance on 'cases of interest' upon request

<sup>9</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- 10.9.3. ensure that Staff levels are appropriate at all times for the purposes of the delivering the Scheme and ensure the security and well-being of all Refugees, dependent children and its Staff,
  - 10.9.4. take all reasonable steps to ensure that they and anyone acting on their behalf shall possess all the necessary qualifications, licences, permits, skills and experiences to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient), and
  - 10.9.5. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by appropriately senior staff. All staff must be aware of these policies and of how to raise any concerns.
  - 10.9.6. that all applicants for employment in connection with the Scheme are obligated to declare on their application forms any previous criminal convictions subject always to the provisions of the Rehabilitation of Offenders Act 1974.
- 10.10. In addition, the Recipient shall ensure that all Staff:
- 10.10.1. employed or engaged have the right to work in the United Kingdom under applicable immigration law, and
  - 10.10.2. are suitable and of good character to provide support to Refugees. Consideration must be given to eligibility for Disclosure and Barring Service (DBS2) checks. Where such checks reveal prior criminal convictions that might reasonably be regarded as relevant to the appropriateness of the individual to have unsupervised access, particularly to children under the age of 18, or where such checks are not possible because of identification issues, the Recipient shall follow its internal policy and carry out an appropriate risk assessment before an offer of employment is made, and
  - 10.10.3. who are likely to have unsupervised access to children under the age of 18 have been instructed in accordance with the relevant national child protection guidelines e.g. for people working in England, DfE's Working Together to Safeguard Children, 2015, and Local Safeguarding Children Boards' guidance and procedures, and
  - 10.10.4. providing immigration advice should be known to the Office of the Immigration Services Commissioner (OISC) in accordance with the regulatory scheme specified under Part 5 of the Immigration & Asylum Act 1999. The Recipient shall use all reasonable endeavours to ensure that Staff do not provide immigration advice or immigration services unless they are "qualified" or "exempt" as determined and certified by OISC.
- 10.11. The Recipient shall, on request, provide the Authority with details of all Staff delivering the Scheme.
- 10.12. The Recipient shall, on request, provide the Authority with CVs and/or job descriptions for all Staff selected to work on the project.
- 10.13. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.

- 10.14. The Recipient shall implement the Scheme in compliance with the provisions of Data Protection Legislation.

## **11. LIABILITY**

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

## **12. DISPUTE RESOLUTION**

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

## **13. CONTACT DETAILS**

For queries relating to this Instruction or the submission of payment applications, please email the relevant Resettlement Local Authority Payments team at:

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

# SCHEDULE 1

## POST-ARRIVAL RESETTLEMENT SUPPORT

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

#### Provision of accommodation:

- 1.1 The Recipient will arrange accommodation for arriving Refugees which:
  - 1.1.1 meets local authority standards, and
  - 1.1.2 will be available on their arrival, and
  - 1.1.3 is affordable and sustainable.
- 1.2 The Recipient will ensure that the accommodation is furnished appropriately. The Funding should not be used to procure luxury items: This means that Funding received should be used for food storage, cooking and washing facilities but should not include the provision of other white goods or brown goods, i.e. TV's, DVD players or any other electrical entertainment appliances. This shall not preclude the Recipient from providing Refugees with additional luxury, white or brown goods through other sources of funding.
- 1.3 The Recipient shall ensure that the Refugees are registered with utility companies and ensure that arrangements for payments are put in place (no pre-pay coin or card meter accounts)<sup>10</sup>.
- 1.4 The Recipient will provide briefings on the accommodation and health and safety issues for all new arrivals including the provision of an emergency contact point.

#### Initial Reception Arrangements

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

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<sup>10</sup> It is the Authority's preference that pre-pay coin or card meter accounts should not be used as these are generally more costly for the Refugee. Recipients seeking exceptions should liaise through the Authority's relevant Local Authority Contact Team.

## Casework Support

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

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

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

### Provision of Education for U18's:

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

### English Language Provision for Adult Refugees

- 1.19 The purpose of language training is to ensure that each Adult Refugee is able to progress towards the level of proficiency needed to function in their everyday life, including in the workplace if they are seeking employment.
- 1.20 The Recipient shall undertake an assessment of each Adult Refugee's English language capability to determine their training needs; this assessment should take place at the earliest opportunity to ensure that where Formal Language Training is deemed appropriate the Adult Refugee can access a minimum of eight (8) hours per week within one (1) Month of arrival. The Adult Refugee should be made aware of their assessment level.
- 1.21 If Formal Language Training is deemed appropriate this should be provided to Adult Refugees until they have reached Entry Level 3 or for at least twelve (12) Months after their arrival in the UK, (whichever is the sooner).
- 1.22 In instances where Adult Refugees arrive outside term time, making immediate access to Formal Language Training difficult, alternative Informal Language Training should instead initially be provided within one (1) Month of arrival.
- 1.23 The provision of Informal Language Training is a suitable alternative in instances where a Refugee is assessed as being at pre-entry ESOL level<sup>11</sup> or finds a Formal Language Training environment a barrier to accessibility; in such instances the Recipient should encourage the Adult Refugee to access Formal Language Training in the future. This is because Informal Language Training cannot provide accredited qualifications which are often necessary for accessing employment, further study or training.
- 1.24 All Adult Refugees should be offered the opportunity of accessing conversational practice outside of their Formal Language Training.

<sup>11</sup> Please also refer to the Guidance on Commissioning ESOL for further information

- 1.25 Where possible, Funding should be used to overcome barriers that prevent Refugees from accessing provision.
- 1.26 Funding to support Adult Refugees' language training needs can be claimed through Part 4 of this Schedule 1 and this is a single payment to be claimed within the first 12 months of arrival.

#### Funding and Claims Process:

- 1.27 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure delivering the outcomes described in Part 1 of this Schedule 1 (paragraphs 1.1 to 1.27, inclusive), on a standard per capita per annum rate for each Refugee as follows:

<b>UNIT COSTS<sup>12</sup></b>					
	<b>Adult Benefit Claimant</b>	<b>Other Adults</b>	<b>Children 5-18</b>	<b>Children 3-4</b>	<b>Children U-3</b>
	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
Local Authority Costs	8,520	8,520	8,520	8,520	8,520
Education	0	0	4,500	2,250	0
<b>TOTALS</b>	<b>8,520</b>	<b>8,520</b>	<b>13,020</b>	<b>10,770</b>	<b>8,520</b>

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

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

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

### Year 2 – 5 Funding

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

### Funding and Claims Process

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

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

- 2.7 The Authority will only approve one claim per Refugee per annum.
- 2.8 No further Funding will be paid by the Authority to a Recipient apart from for any claims made in respect of Exceptional Costs (see Terms & Conditions, Clauses 6.12 and 6.13).
- 2.9 All claims for Year 2 – 5 Funding must be submitted during the second financial quarter (i.e. from 1 July, but in all cases by 30 September) in the same year: late returns may result in payment requests being delayed or refused. Once satisfied that a payment request has been correctly submitted, the Authority will endeavour to make payments of Funding due during the third quarter of the same financial year (i.e. from 1 October, but no later than 31 December).

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

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

<b>YEARS 2-5 FUNDING - PAYMENT PROFILE</b>				
<b><u>Arrivals between</u></b>	<b><u>Claim funding for</u></b>			
	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
22/09/15 - 30/09/15	31/12/2016	30/09/2017	30/09/2018	30/09/2019
01/10/15 - 31/12/15	31/12/2016	30/09/2018	30/09/2019	30/09/2020
01/01/16 - 30/09/16	30/09/2017	30/09/2018	30/09/2019	30/09/2020
01/10/16 - 30/09/17	30/09/2018	30/09/2019	30/09/2020	30/09/2021
01/10/17 - 30/09/18	30/09/2019	30/09/2020	30/09/2021	30/09/2022
01/10/18 - 30/09/19	30/09/2020	30/09/2021	30/09/2022	30/09/2023
01/10/19 – 31/05/20	30/09/2021	30/09/2022	30/09/2023	30/09/2024

### 3. PART 3 – COMMUNITY SPONSORSHIP STATEMENT OF OUTCOMES

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

#### Reimbursement for Education Costs

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

UNIT COSTS (£GBP) FOR SCHEME <sup>14</sup>					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
<b>YEAR 1</b>					
Education	0	0	4,500	2,250	0

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

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

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

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

<b>UNIT COSTS (£GBP) FOR SCHEME<sup>15</sup></b>					
	<b>Adult Benefit Claimant</b>	<b>Other Adults</b>	<b>Children 5-18</b>	<b>Children 3-4</b>	<b>Children U-3</b>
<b>YEAR 1</b>					
Resettlement Costs	8,520	8,520	8,520	8,520	8,520
<b>YEAR 2</b>					
Resettlement Costs	5,000	5,000	5,000	5,000	5,000

- 3.7 It is recognised that a Sponsor may already have fulfilled some of their obligations with respect to a Refugee's support requirements. It will, therefore, be for the Recipient to assess and determine each Refugee's needs against the outcomes described in Part 1 and Part 2 of this Schedule 1.
- 3.8 The exact value of the Funding and timing of the payment will be determined on a case by case basis depending on the circumstances of each Refugee for whom the Recipient is claiming.
- 3.9 Funding up to the maxima noted will be dependent on the length of time for which the Recipient is required to provide support for the Refugee. Typically this will be:
- 3.9.1 More than six (6) Months – full value
- 3.9.2 Less than six (6) Months – 50% of the value
- Funding for Years 3 to 5**
- 3.10 A Recipient will be eligible to claim for contributions to costs under the relevant time periods described in Part 2 of this Schedule 1 to be determined on a case by case basis.

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

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

### Increasing Access to Language Training

- 4.1 The Funding is primarily intended to increase Adult Refugees' access to Formal Language Training appropriate to their ability and needs.
- 4.2 It can also be used to support Informal Language Training (Part 1, paragraph 1.25 of this Schedule 1).
- 4.3 Different Adult Refugees will face different barriers to participating in Formal Language Training depending on their unique circumstances. There is therefore not a singular uniform activity that this Funding should be used for. Instead, the Recipient's use should be informed by the nature of existing local provision and by each Adult Refugee's specific circumstances and requirements. Possible activities include but should not be considered limited to:
- 4.3.1 Funding for fees in order for the Adult Refugees to access mainstream Formal Language Training,
  - 4.3.2 Commissioning discrete Formal Language Training classes for Adult Refugees or funding advanced levels of ESOL for those that have a higher level of English language proficiency,
  - 4.3.3 Language training supporting access to employment or higher education,
  - 4.3.4 Commissioning classes at the level which faces the greatest pressure in the area with the agreement that some of the Adult Refugees attend – along with other students – and with the agreement that the additional capacity created allows Adult Refugees at other levels to attend mainstream classes,
  - 4.3.5 Supporting the delivery of the minimum eight (8) hours provision per week (Part 1, paragraph 1.22 of this Schedule 1),
  - 4.3.6 Funding evening and weekend classes,
  - 4.3.7 Funding online resources to complement face to face ESOL provision.
- 4.4 The Funding is prioritised for participation in ESOL provision. However, if there is a lack of available provision, up to 25% of the Funding can be spent to increase ESOL infrastructure, and therefore future participation rates, where deemed absolutely necessary. ESOL infrastructure could include, for example, training ESOL teachers, buying equipment and resources and renting classroom space. The 25% of the Funding is classed as spend on non-participation. The Recipient will be expected to report back on the split between participation and non-participation.
- 4.5 For some Adult Refugees, attending Formal Language Training will be more challenging than for others. For example, they might have caring responsibilities, a disability or find attending Formal Language Training difficult, in these instances it is important that steps are taken to address these barriers. The non-participation element of the Funding can be used to support activities that help overcome accessibility barriers.
- 4.6 The Recipient, however, should look to utilise other local or central funding sources or services, wherever possible.
- 4.7 In line with existing good practice guidance on resettlement, it is intended that this Funding be used in a way that promotes integration and the journey towards self-sufficiency.

### Critical Success Factors

- 4.8 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. These Critical Success Factors are:
- 4.8.1 payments received,
  - 4.8.2 split of spend on participation and spend on non-participation
- 4.9 In addition, Recipients should report on the following:
- 4.9.1 To what extent has the Funding increased local capacity to deliver ESOL? Have there been any delivery barriers which this Funding has not been able to overcome?
  - 4.9.2 To what extent has the Funding improved access to ESOL? Have there been any accessibility barriers which this funding has not been able to overcome?
- 4.10 The Recipient will be expected to report on these success measures through the annual End of Year monitoring process. Please see Guidance on Commissioning ESOL for further information.

### Funding and Claims Process

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

Unit Costs (£GBP) <sup>16</sup>	
Adult Refugee	£850

- 4.12 A Recipient may 'pool' any Funding claimed, at a local or regional level, so as to maximise its ability to effectively identify individuals' language training requirements, be responsive to these needs through the most appropriate delivery arrangements and range of providers within a local area.
- 4.13 Following a Refugee being assessed as eligible (Part 1, paragraph 1.22 of this Schedule 1) the Recipient will be able to claim.
- 4.14 The Recipient must make a claim on the standard claim form (Annex A) in order to receive payment. ESOL should be inserted in column O of the Annex and the standard tariff of £850 inserted in column P against each Refugee for whom the Funding is being claimed.
- 4.15 Claims for the £850 ESOL employability funding should be claimed at the same time as the initial tariff payment.

<sup>16</sup> Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

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

### Outcomes

- 5.1 The Authority recognises that Refugees face barriers to participating in Formal Language Training activity, in particular the provision of childcare.
- 5.2 Delays in starting to learn English upon arrival make it more difficult for Refugees (in particular, women with families) to integrate and become self-sufficient: Removing this barrier is a key to assisting Refugees effectively settling into their new community.
- 5.3 The Authority is making Funding available to help Recipients, whether receiving authorities and/or regional co-ordination bodies (i.e. Strategic Migration Partnerships), across the UK to address this problem.
- 5.4 Access to the Funding will require potential Recipients to submit project proposals intended to break down these barriers using the application form at Annex D.
- 5.5 Projects could provide:
- 5.5.1 traditional forms of childcare such as crèches or playgroups, or
  - 5.5.2 existing childcare providers with support to deliver English language training in addition to their existing services, or
  - 5.5.3 more innovative approaches such as providing family learning events to help adults learn English when they are unwilling or unable to leave their children.
- 5.6 Even the most motivated learners may struggle to attend every class and a flexible approach to provision supported by appropriate childcare is required.
- 5.7 Consideration should also be given to how Refugees supported by Community Sponsors may benefit from this 'Access to ESOL: Childcare Support' Funding.

### Funding and Claims

- 5.8 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure to overcoming childcare barriers whilst Refugees participate in ESOL training as follows:

<b>Maximum UK-wide Funding available for Access to ESOL (Childcare) projects<sup>17</sup></b>				
Access to ESOL Funding	2016-17	2017-18	2018-19	2019-20
	£600,000	£600,000	£600,000	£500,000

- 5.9 Depending on the number of proposed projects the Authority may limit the amount of funding available to each project to ensure a fair distribution of funds. Recipients whose project proposals are approved will be advised as to the amount of funding awarded and the claim process.

<sup>17</sup> Payment values are valid only for the duration of this Memorandum; future years are indicative and may, from time to time, be adjusted by the Authority

## Critical Success Factors

- 5.10 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. The Critical Success Factor is:
- 5.10.1 Total number of individuals accessing ESOL as a result of this funding
- 5.11 In addition, Recipients should report on the following:
- 5.11.1 To what extent has the additional funding improved access to ESOL among those with child-caring responsibilities?
- 5.11.2 Has there been any accessibility barriers related to childcare which this funding has not been able to overcome?
- 5.11.3 Any additional evidence of the benefits to those participating
- 5.12 The Recipient will be expected to report on these success measures through the annual End of Year monitoring process. We also expect case studies illustrating how it has been beneficial on an individual basis.
- 5.13 If you have any questions about this funding stream, please contact:
- Kellie McHugh (e: [Kellie.McHugh@homeoffice.gov.uk](mailto:Kellie.McHugh@homeoffice.gov.uk))

# ANNEX A – EXPENDITURE CLAIM PRO-FORMA

The following Annex A Excel spreadsheets and appendix to be provided separately.

- VPRS Annex A – Year 1 initial claim
- VPRS Annex A – Year 1 subsequent claims
- VCRS Annex A – Year 1 initial claim
- VCRS Annex A – Year 1 subsequent claims
  
- VPRS Annex A – Years 2 to 5
  
- VCRS Annex A – Years 2 to 5
  
- Appendix to VPRS Annex A for Additional Costs claimed
  
- Appendix to VCRS Annex A for Additional Costs claimed

# ANNEX B – UNHCR RESETTLEMENT SUBMISSION CATEGORIES

The Authority is responsible for identifying suitable Refugees for resettlement to the UK under the Vulnerable Persons Resettlement Scheme in liaison with the United Nations High Commission for Refugees (UNHCR) based upon the following seven resettlement submission categories<sup>18</sup>:

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

The Vulnerable Children's Resettlement Scheme (VCRS) is only open to those referred under the resettlement submission categories of Children and Adolescents at Risk as defined by UNHCR.

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

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

<sup>18</sup> As defined in the UNHCR's Resettlement Handbook (<http://www.unhcr.org/46f7c0ee2.pdf>)

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

- ***Children in detention and/or in conflict with the law:*** Person below the age of 18 who is, or has been, charged or convicted for an infringement of the law.
- ***Children at risk of refoulement<sup>19</sup>:*** Person below the age of 18 who is at risk of being returned to the frontiers of territories where his/her life or freedom would be threatened, or where he/she is at risk of persecution for one of more grounds of the 1951 Refugee Convention, including interception, rejection at the frontier or indirect *refoulement*.
- ***Children at risk of not attending school:*** Person below the age of 18 who is unable or unwilling to attend school or is at heightened risk of interruption or discontinuation of his/her education.
- ***Children survivors of (or at risk of) violence, abuse or exploitation, including Sexual and Gender-Based Violence (SGBV):*** Person below 18 years of age, who is at risk of physical and/or psychological violence, abuse, neglect or exploitation. The perpetrator may be any person, group or institution, including both state and non-state actors.

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<sup>19</sup> Refoulement means the expulsion of persons who have the right to be recognised as refugees.

# ANNEX C – DATA SHARING PROTOCOL (DSP)

## 1. AIMS AND OBJECTIVES OF THE DSP

- 1.1 The aim of this DSP is to provide a set of principles for information sharing.
- 1.2 This DSP sets out the rules that the Recipient must follow when handling information classified as “personal data” by Data Protection Legislation in force.<sup>1</sup>

## 2. DATA PROTECTION LEGISLATION

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

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<sup>1</sup>Data Protection Legislation in force, namely:

- a) any legislation in force from time to time in the United Kingdom which implements the European Community’s Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1988 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- b) EU General Data Protection Regulation and Data Protection Act 2018.

f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

### 3. SECURITY

3.1 The Recipient and its Staff shall exercise care in the use of information that they acquire in the course of their official role, and to protect information which is held by them in accordance with the Data Protection Legislation. Such measures include:

- not discussing information about a Beneficiary in public; and
- not disclosing information to parties who are not authorised to have access to the shared information.

3.2 In addition to the above, the Recipient must ensure that:

- personal data received is processed solely for the purposes of discharging their obligations for supporting Beneficiaries under this Instruction,
- all personal data received is stored securely,
- only people who have a genuine need to see the data will have access to it,
- information is only retained while there is a need to keep it, and destroyed in line with government guidelines,
- all reasonable efforts have been taken to warrant that the Recipient does not commit a personal data breach
- any information losses, wrongful disclosures or personal data breaches originating from the Authority are reported to the Authority's Security team at [HOSecurity-DataIncidents@homeoffice.gov.uk](mailto:HOSecurity-DataIncidents@homeoffice.gov.uk)
- The Authorities, Security Team and Data Protection Officer will provide direction on the appropriate steps to take e.g. notification of the Information Commissioner's Office (ICO) or dissemination of any information to the Beneficiaries
- The responsibility to notify the HO is not withstanding any internal policies SMPs may have regarding reporting data breaches to the ICO.
- Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.3 Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.4 The Authority will make available further information as to what constitutes a personal data breach upon request.

3.5 As public sector bodies the Authority and the Recipient are required to process

personal data in line with Her Majesty's Government Security Policy Framework (HMG SPF) guidance issued by the Cabinet Office when handling, transferring, storing, accessing or destroying information assets.

## 4. SUBJECT ACCESS REQUESTS

4.1 The Authority and the Recipient will answer any subject access or other requests made under the Data Protection Legislation that it receives for the data where it is the Controller for that data. In cases where such a request is received, both the Authority and the Recipient shall:

- consult the other before deciding whether or not to disclose the information;
- allow the other a period of at least five (5) working days to respond to that consultation;
- not disclose any personal data that would breach the principles of the Data Protection Legislation; and
- give proper consideration to any arguments from the other as to why data should not be disclosed, and where possible reach agreement before any disclosure is made.

## 5. DATA TO BE SHARED

5.1 The Authority will share with the Recipient the following documents on a Refugee:

5.1.1 UNHCR Resettlement Referral Form (RRF)

5.1.2 Migration Health Assessment form (MHA)

5.1.3 Best Interest Assessments and Determinations

5.1.4 Pre departure Medical Screening Form (PDMS)

5.2 The above documents will contain the following personal information on a Refugee:

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

- biographic data for each Refugee including marital status, religion, ethnic origin, contact details in host country;
- Education, skills and employment summary;
- known relatives of the principal applicant and spouse not included in referrals submission;
- summary of the Basis of the Principal Applicant's Refugee Recognition<sup>2</sup>;
- Need for resettlement<sup>3</sup>;

- specific needs assessment<sup>4</sup>;
- the number of people within a family due to be resettled, age and gender or family members;
- the language spoken;
- ability to communicate in English; and
- any known specific cultural or social issues<sup>5</sup>.

### **MHA Form**

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

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

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

### **PDMS Form**

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

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<sup>2</sup>Classed as sensitive personal information under Data Protection Legislation.

<sup>3</sup>Classed as sensitive personal information under Data Protection Legislation.

<sup>4</sup>Depending on the content, this could be classed as potentially sensitive personal information under Data Protection Legislation.

<sup>5</sup>Depending on the content, this could be classed as potentially sensitive personal information under the Data Protection Legislation.

<sup>6</sup>Classed as sensitive personal information under Data Protection Legislation.

<sup>7</sup>Depending on the content, this could be classed as potentially sensitive personal information under Data Protection Legislation.

## **6. STORAGE, RETENTION AND DESTRUCTION SCHEDULE**

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

## **7. CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION**

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

## **8. STAFF RESPONSIBILITIES**

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

## **9. FREEDOM OF INFORMATION REQUESTS**

- 9.1 Both the Authority and the Recipient will answer any requests made under the Freedom of Information Act 2000 that it receives for information that it holds solely as a result of, or about, this data sharing arrangement. In such cases where such a request is received, both the Authority and the Recipient shall:

- consult the other before deciding whether or not to disclose the information;
- allow the other a period of at least five (5) working days to respond to that consultation; and
- not disclose any personal data that would breach the principles of the Data Protection legislation.

## **10. METHOD OF TRANSFER OF A BENEFICIARY'S PERSONAL DATA**

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

## **11. RESTRICTIONS ON USE OF THE SHARED INFORMATION**

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

third party recipients based outside the UK such as international enforcement agencies.

## **12. AUDITS**

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

# **ANNEX D – ESOL CHILDCARE FUNDING BID TEMPLATE**

The ESOL Childcare Funding Bid Template will be provided separately.

# ANNEX E – PROPERTY ADAPTATIONS FOR REFUGEES

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

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

## Minor adaptations

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

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

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

## Major adaptations

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

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

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

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

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

## ANNEX F – VOID COSTS FOR FOUR BEDROOM PROPERTIES

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

The Authority understands the supply challenges associated with securing four (4) bedroom properties in particular. To support Recipients to secure these properties when they become available, the Authority has agreed to fund an additional twenty-eight (28) Days voids as an Exceptional Cost outside of the tariff. This will bring the total period of voids covered up to eighty four (84) Days and align with the move to regional working and the planning of regular charter flights into each region.

### Criteria

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

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

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

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