

## Appendix 'A'

**THIS AGREEMENT** dated the [ ] day of [ ] 2016

### **BETWEEN:**

1. LANCASHIRE COUNTY COUNCIL of County Hall, Preston, Lancashire PR1 0LD ("LCC")
2. BLACKPOOL BOROUGH COUNCIL of PO Box 11, Town Hall, Blackpool, FY1 1NB ("BBC")
3. PENDLE BOROUGH COUNCIL of Town Hall, Nelson, Lancashire BB9 7LG ("PBC")
4. PRESTON CITY COUNCIL of Town Hall, Preston, Lancashire PR1 2RL ("PCC")
5. SOUTH RIBBLE BOROUGH COUNCIL of Civic Centre, West Paddock, Leyland, Lancashire PR25 1 DH ("SRBC")  
(collectively referred to as "the Councils")

### **BACKGROUND**

- 1 Her Majesty's Government ("HMG") has agreed to resettle a number of Syrian Refugees in the United Kingdom within the next five years, some of whom shall be settled in the administrative areas of the Councils;
- 2 HMG through the Home Office, the Department for Communities and Local Government and the Department for International Development have made funding available to local authorities in whose areas the Refugee families are to settle subject to the terms and conditions set out in schedule 1 to this Agreement;
- 3 The Councils have agreed to participate in HMG's Syrian Resettlement Programme and have each agreed to the terms set out in schedule 1;
- 4 The Councils have agreed that LCC shall act as the co-ordinating Council in relation to the Syrian Resettlement Programme in Lancashire to enable the Councils to deliver appropriate services to those Refugee families arriving in the area, subject to the terms of this Agreement.

### **NOW IT IS AGREED AS FOLLOWS:**

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement (except where the context otherwise requires):
  - 1.1.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
  - 1.1.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;

1.1.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and

1.1.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.2 The schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the schedules.

1.3 In the event of any conflict or inconsistency between the clauses and the schedules of this Agreement, the clauses shall prevail.

1.4 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

1.5 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

1.6 In this Agreement the following words shall have the following meanings:

Agreement	Shall mean this agreement together with the schedules hereto
FOI	Shall mean the Freedom of Information Act 2000
Funding Agreement	Shall mean the Agreement between LCC and the Home Office, the Department for Communities and Local Government and the Department for International development set out in schedule 1 to this Agreement.
Information	Shall have the meaning given to it under FOI
Operational group	Shall mean the group of Council officers that meets regularly to discuss operational aspects of the Programme as is more particularly set out in clause 7 below.
Outcomes	Shall mean the desired outcomes of the Programme

Project Coordinator	Shall mean the LCC officer appointed to undertake the role of coordinator for the Programme
Programme	Shall mean the programme initiated by the Home Office, the Department for Communities and Local Government and the Department for International Development to resettle Syrian refugees in the UK which is more particularly set out in the Funding Agreement
Request for Information	Shall mean a request for information made pursuant to FOI
Service	Shall mean any service provided by a party in accordance with this Agreement or the Programme
SSG	Shall mean the strategic steering group established in accordance with clause 6 below

## 2. DURATION

2.1 This Agreement shall commence on the date hereof and shall continue for an initial period of twelve months following the arrival of the final Refugee or Refugee Family into the Council area in question pursuant to the Programme (or in the case of LCC twelve months from the arrival of the final Refugee/Refugee Family into any Council area pursuant to the Programme) ("Initial period"). The parties shall each notify the SSG if it wishes to extend its participation in the Programme by no later than three months prior to the expiry of the Initial Period.

## 3. OBJECTIVES

3.1 The aim of the Agreement is to identify the roles and responsibilities of each Council in relation to the delivery of the Programme. In delivering the Programme, each Council shall strive to meet the underlying objectives of the Programme which are as follows:

- 3.1.1 to enhance collaboration and communication between the Councils;
- 3.1.2 to ensure that the Services are delivered in a co-ordinated and seamless fashion;
- 3.1.3 to seek to use Programme funding as efficiently as possible and to reduce costs where this is practicable;
- 3.1.4 to ensure the consistency of Service delivery and Outcomes across Lancashire;
- 3.1.5 to provide effective governance and strategic direction to the Programme.

3.2 In delivering the Programme the Councils shall incorporate the aims and objectives included in the Funding Agreement or as may be notified to LCC by the Home Office, the Department for Communities and Local Government or the Department for International Development.

#### **4. ROLES OF THE COUNCILS**

4.1 The role of each individual Council is set out in Schedule 2 to this Agreement. Each Council shall use reasonable endeavours to deliver the Services required under the terms of this Agreement and shall diligently and competently perform those obligations and exercise such powers which are necessary from time to time necessary in connection with the provision of the Services. Each Council shall ensure that any staff employed by it in the delivery of the Services hereunder shall be suitably skilled and qualified and shall act with all reasonable skill, care and attention.

4.2 In undertaking its obligations under this Agreement, each Council shall undertake to comply with the terms of the Funding Agreement and shall ensure that its actions do not breach the Funding Agreement or cause LCC to breach the Funding Agreement.

#### **5. FUNDING**

5.1 LCC shall act as the recipient of HMG funding and shall distribute the funding to the Councils in accordance with this Agreement and the Funding Agreement.

5.2 Sums due to participating Councils shall be calculated in accordance with clause 4.1 of the Funding Agreement and shall be based upon estimated or actual costs incurred by each Council.

5.3 BBC, PBC, PCC and SRBC acknowledge that reimbursement of costs incurred is dependent upon the provision to LCC of accurate and timely information in relation to sums due and that LCC shall not be liable to pay any Council any sum which has either not been claimed in a timely manner by the relevant Council or which claim has been submitted but rejected by HMG for whatever reason.

5.4 Should HMG reclaim any sum paid to LCC which has been transferred to a Council that Council shall reimburse LCC with the appropriate sum reclaimed where it is shown that the transfer was made in error, and that the recipient Council would not suffer a loss.

5.5 Payment shall be made by LCC in advance based upon estimates of costs that will be incurred by each Council in four month intervals at the end of the fourth, eighth and twelve month of the period in question. Upon payment [at the second quarter] and thereafter LCC shall carry out a reconciliation of actual costs as against previous estimates and any adjustments shall be paid at the date of payment for that quarter whether by way of deduction or additional payment.

5.6 LCC shall in certain circumstances prior to the arrival of Refugees meet the costs of some services. Where any cost is not be met by LCC in advance, such costs shall be paid by LCC in arrears when funding has been received by HMG.

## **6. RECORDS AND AUDIT**

6.1 Each Council shall keep and maintain in a form to be agreed by [SSG] [LCC] until six years after the Agreement has been completed, or as long a period as may be agreed between the Councils or required by HMG, full and accurate records of the Agreement including:

6.1.1 the Services provided under it;

6.1.2 all expenditure reimbursed by LCC ;

6.1.3 all payments made by LCC .

6.2 BBC, PBC, PCC and SRBC shall each on request afford LCC or LCC's representatives such access to those records as may be required in connection with this Agreement.

## **7. GOVERNANCE**

7.1 A Programme Strategic Steering Group (SSG) shall be created which shall consist of representatives of each of the Councils, relevant health care providers, Lancashire Constabulary and the Department of Work and Pensions.

7.2 The role of the SSG shall be to oversee the delivery of the programme, to ensure that it meets and continues to meet the highest standards of Service delivery and that the Programme in Lancashire and the Councils when delivering the Programme complies with the terms of the Funding Agreement.

7.3 The Project Coordinator shall attend each meeting of the SSG and shall report to the SSG but the Project Coordinator shall not be entitled to participate in SSG decision making.

7.4 The SSG shall be entitled to invite representatives of other organisations to attend any meeting of the SSG either as an observer or to provide information to it. No other organisation shall be entitled to be a member of the SSG without the express approval of all participating Councils.

7.5 The SSG shall carry out the following functions:

7.5.1 to examine the quarterly interim report prepared by the Programme Coordinator and discuss any issues that arise therefrom;

7.5.2 to monitor the activities carried out under the Programme and the work of the Programme Coordinator;

- 7.5.3 to provide strategic direction for the Programme and to the Programme Coordinator;
  - 7.5.4 to address any specific issues raised by any Council or member of the SSG;
  - 7.5.5 to highlight any problems or failures in delivering the Programme Outcomes as set out in the Funding Agreement and to make appropriate recommendations to address areas of difficulty;
  - 7.5.6 to advise on possible improvements that could be made to the delivery of the Programme
- 7.6 The SSG shall meet on a quarterly basis, the first meeting to take place prior to the arrival of any Refugees. Meetings shall be held at various locations within the participating Council geographical areas, to be agreed by participating Councils on a meeting by meeting basis.
- 7.7 The SSG shall at the first meeting appoint a chairperson and a deputy who shall chair the SSG meeting in the absence of the elected chairperson.
- 7.8 LCC shall provide secretarial services to the SSG including circulating agendas in advance of each meeting, taking minutes of meetings and circulating them and making appropriate arrangements for the meetings (booking venues, arranging refreshment and parking facilities etc.). LCC shall as soon as reasonably practicable from the date hereof circulate a calendar of meetings for the first twelve months operation of the Programme.
- 7.9 No meeting of the SSG shall proceed unless at least five decision-making participants are present in person.

## **8. OPERATIONAL GROUP**

- 8.1 Participating Councils shall form an Operational Group whose membership shall consist of officers and key volunteers concerned with the day to day delivery of the Programme. Each Council shall use its reasonable endeavours to ensure that officers involved in the delivery of the Programme attend the meetings of the Operational Group.
- 8.2 The functions of the Operational Group shall be as follows:
- 8.2.1 to maximise coordination between the officers and service teams of each Council in order to improve Outcomes and where possible avoid duplication of Services and Programme resources;
  - 8.2.2 to share relevant learning and information relating to the Programme;
  - 8.2.3 to foster and enhance team working and cohesion amongst officers across the participating Councils and other relevant providers;

- 8.2.4 to discuss developments in geographical areas of Programme delivery or to highlight issues relating to Refugees or Refugee Families with a view to pooling Programme resources to target specific or complex needs;
- 8.2.5 to highlight and address particular issues particularly problems or barriers to Service delivery;
- 8.2.6 to discuss and agree the implementation of SSG recommendations
- 8.2.7 to consider how best to achieve consistency in the delivery of the Programme across the areas of those Councils participating in the Programme.

8.3 The Programme Officer shall circulate a calendar of meetings of the Operational Group as soon as reasonably practicable following the date of completion of this Agreement by all Councils.

## **9. POLICIES AND PROCEDURES**

9.1 The Programme Coordinator shall in advance of the first SSG meeting draft initial policies and procedures intended to operate across the Programme in relation to the following:

- 9.1.1 media and communications;
- 9.1.2 information governance and confidentiality;
- 9.1.3 safeguarding of children and vulnerable adults;
- 9.1.4 dealing with critical incidents;
- 9.1.5 complaints;
- 9.1.6 monitoring and evaluation of the programme;
- 9.1.7 standards of conduct for officers carrying out Programme functions/Services;
- 9.1.8 data sharing protocol

9.2 At the first meeting of the SSG, the draft policies and procedures shall be considered and recommendations as to changes shall be made or alternatively if the draft policy or procedure is approved, shall be adopted by the SSG. Each Council shall agree to abide by such policies and procedures adopted by the SSG where reasonably practicable.

## **10. FOI**

10.1 Notwithstanding that each Council is bound by the obligations of FOI, the Councils acknowledge the requirements of clause 3.8 of the Funding Agreement and agree that should a Request for Information be received by a Council it shall pass the said Request for Information to LCC in order that LCC may comply with the process stipulated in clause 3.8 of the Funding Agreement.

10.2 Without Prejudice to clause 9.1 above and to clause 3.8 of the Funding Agreement, each Council shall assist any other Council in the event that it receives a Request for Information relating to Information held by it.

## **11. CONFIDENTIALITY**

Each party undertakes to the other that they will keep the contents of this Agreement confidential as between the parties, except to the extent that disclosure is required by law.

## **12. THIRD PARTIES**

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act").

## **13. FORCE MAJEURE**

No party will be liable to the other parties for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

## **14. GENERAL**

14.1 No forbearance or delay by any party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this Agreement.

14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between any of the parties or as authorising either party to act as



agent for the others. No party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other parties in any way. Additionally, no liability will arise for one party from the actions of another party.

- 14.5 No party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other parties.
- 14.6 Each party will, at the request of the other parties and its own cost, do (or procure others to do) everything necessary to give the other parties the full benefit of this Agreement.
- 14.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.
- 14.8 Any notice shall be deemed to have been duly received:
- 14.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
  - 14.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
  - 14.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.9 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 14.11 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 14.12 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 14.13 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

**15. GOVERNING LAW AND JURISDICTION**

15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

Agreed to by:

\_\_\_\_\_

For Lancashire County Council

County Hall, Preston, Lancashire PR1 0LD

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

For Blackpool Borough Council

PO Box 11, Town Hall, Blackpool, FY1 1NB

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

For Pendle Borough Council

Town Hall, Nelson, Lancashire BB9 7LG

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

For Preston City Council

Preston, Lancashire PR1 2RL

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

For South Ribble Borough Council

Civic Centre, West Paddock, Leyland, Lancashire PR25 1 DH

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## SCHEDULE ONE



# FUNDING TO LOCAL AUTHORITIES

## YEAR 1

### FINANCIAL YEAR 2016/17

## SYRIAN RESETTLEMENT PROGRAMME (SRP)

A joint unit between Home Office, DfID, and Department for Communities and Local Government

- Date of Issue: 23 March 2016
- Version: 0.9

# 1. SCOPE

- 1.1. The Syrian Resettlement Programme (the 'Programme') was announced by the Prime Minister on 7 September 2015.
- 1.2. Its primary purpose is to resettle 20,000 vulnerable Syrian persons from the Middle East and North Africa (MENA) region in a way that:
  - 1.2.1. Secures nationality security and public protection, and
  - 1.2.2. Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
  - 1.2.3. Delivers value for money for the UK tax payer.
- 1.3. The Programme 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 Syrian people into communities within the UK, over the life of the Parliament, who:
  - 1.3.1. have registered with the UNHCR in Turkey, Iraq, Lebanon, Jordan, Egypt and other countries across the MENA region as a result of the current crisis; and
  - 1.3.2. the UNHCR consider meet one of their seven vulnerability criteria which are set out at Annex D.
- 1.4. The participating local or regional authority (the 'Recipient') has made commitments to support the Programme, and the Home Office (the 'Authority') has agreed to provide funding as further described in this document (the "Instruction") to the Recipient to support eligible Syrians ('Beneficiaries') for the first 12-months after their arrival in the UK, through the provision of initial reception arrangements, and access to accommodation, casework support, education (incl. language skills), health care, and social care (collectively the 'Programme').
- 1.5. This Instruction sets out the terms under which the Authority will make funding available to the Recipient, in respect of expenditure incurred supporting eligible Beneficiaries brought to the UK under the Programme for the period 1 April 2016 to 31 March 2017. The document should be read in conjunction with the:
  - 1.5.1. relevant claim form (at Annex A), and
  - 1.5.2. the outcomes to be achieved as described in the Statement of Outcomes (shown at Annex B).
- 1.6. 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.
- 1.7. The Authority will provide funding to cover reasonable legitimate costs incurred in supporting all eligible Beneficiaries of the scheme for the first twelve months following their arrival in the UK.
- 1.8. 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.

## 2. DEFINITION

- 2.1. A 'Beneficiary of the Scheme' (also referred to as a 'Beneficiary') is defined as any person who has been classified as such by the Authority following a referral by the UN High Commissioner for Refugees (*UNHCR*), and has arrived in the UK having been admitted to the Programme.
- 2.2. The Authority is responsible for identifying eligible Beneficiaries for relocation to the UK in liaison with the UNHCR.

## 3. CONFIDENTIALITY

- 3.1. The Recipient undertakes to keep confidential and not to disclose and to procure that their employees, sub-contractors and agents keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 3.2. Nothing in this clause 3 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this clause. Further, this clause 3 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.
- 3.3. The Recipient shall ensure that any personal information concerning any Beneficiary disclosed to them in the course of delivering this Programme is treated as confidential and should only be disclosed to a third party in accordance with the provisions of the Data Protection Act 1998. 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:
  - 3.3.1. have in place appropriate policies and procedures to recognise and maintain the Beneficiary's need for confidentiality; and
  - 3.3.2. ensure that without the consent of a Beneficiary, details of that individual Beneficiary are not released to any organisation not party to this Instruction.
- 3.4. The Recipient shall not use any information which they have obtained as a result of delivering the Programme (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 3.5. The provisions of this clause 3 shall survive the termination of this Instruction, however that occurs.
- 3.6. 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.
- 3.7. 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.
- 3.8. All approaches made by any person or organisation not party to this Instruction in respect of funding provided to deliver the Programme must be referred to the Authority's press office for their advice and/ or action.

## 4. REIMBURSEMENT

- 4.1. Payment for each eligible Beneficiary supported by the Recipient will be at this standard per capita rate set by the Authority.

<b>UNIT COSTS FOR SYRIA VPR SCHEME* - LOCAL AUTHORITIES</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>

\* These payments may, from time to time, be adjusted by the Authority following consultation with the Recipients.

- 4.2. The Recipient shall be responsible for ensuring that the appropriate level of funding is paid to places of education who accept Beneficiaries from the relevant age groups. Payments will be made to schools, academies, free schools and Further Education colleges, as appropriate.
- 4.3. The Recipient may request additional funding for educational purposes in respect of supported Beneficiaries who have not attained the age of 18 years 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.
- 4.4. Further additional payments may also be made in order to cover necessary costs of social care, where compelling circumstances exist. These will be assessed and made on a case-by-case basis.
- 4.5. Payments will be made throughout the 12 month period based solely on the age and status of the Beneficiary at the point of arrival in the UK.
- 4.6. 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.
- 4.7. On the day of arrival in the UK of a Beneficiary, 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 (attached as Annex A) in order to receive payment.
- 4.8. Following this, the remainder will be paid in two equal instalments at the end of the, fourth, and, eighth, months following the Beneficiary's arrival in the UK. In each case, the Recipient must make a claim on the standard claim form.
- 4.9. 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.
- 4.10. In the event that an overpayment is made, 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.

- 4.11. Any payments made under this Instruction will also cover VAT or other duties paid by the Recipient.

## 5. CESSATION OF PAYMENT

- 5.1. The Authority's responsibility for providing financial support under this Instruction will cease on the 12 month anniversary of a Beneficiary's arrival into the UK under the Programme.
- 5.2. Payments may also cease where the Beneficiary:
  - 5.2.1. dies;
  - 5.2.2. leaves the relevant local authority area to live in another local authority area
  - 5.2.3. indicates that they no longer wish to receive support under the Programme;
  - 5.2.4. indicates that they are leaving the UK permanently;
  - 5.2.5. applies for or becomes subject to some other immigration status within the UK; or
  - 5.2.6. otherwise leaves or becomes ineligible for the Programme.
- 5.3. In the event of any such occurrence under paragraph 5.2, the Recipient must notify the Authority without delay.
- 5.4. For the purposes of clause 5.1, the 12 month period will commence on the date of the Beneficiary's arrival in the UK (whether under the Programme or otherwise) and will continue unbroken until the end of the 12 month period.
- 5.5. The Authority reserves the right to cease making payments if it has reasonable grounds to believe that the Beneficiary has sought to deceive the Authority, the relevant Recipient or a partner agency in relation to their circumstances, including their inclusion on the Programme or their activities whilst so involved.

## 6. DATA RECONCILIATION AND PAYMENTS

- 6.1. The Recipient shall complete applications for payment in the form set out in Annex A, which includes details of each Beneficiary and the financial support applied for.
- 6.2. Specific instructions for the completion of Annex A are included in the SRP LA funding Excel workbook, which will be supplied by the Authority. The Annex A should only be submitted to the SRP LA File via the Authority's secure data transfer portal, "MoveIT DMZ", to ensure compliance with 1998 Data Protection Legislation.
- 6.3. The Annex A submitted for payment must be received by the Authority no later than three 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 SRP LA Funding team within a month of the Annex A response being sent, following reconciliation against the Authority's records. Retrospective payments for individuals not promptly included on Annex A may be agreed only where exceptional circumstances are shown.
- 6.4. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper. This is to include the bank address, account number and sort code, and be signed by the Finance Director (or equivalent). It is then to be forwarded

to the Authority as a PDF file. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information.

- 6.5. Payments will be made within thirty (30) days of receipt of a correctly-completed claim.
- 6.6. Payments will be referenced 'SRP (LA) 15/16 POA Mth' followed by the month numbers in the financial year; for example, the payment made for the period 1 January – 29 February will be referenced as 'SRP (LA) 15/16 POA Mths 10-11'. The relevant Recipient should advise the cashiers' department accordingly.
- 6.7. 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.
- 6.8. 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 SRP LA Funding team will work with the Recipient to ensure the accuracy of claims, thereby reducing the need for audits at year-end.

## 7. MONITORING & EVALUATION

- 7.1. 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.
- 7.2. In all cases, to assist with monitoring and evaluation of the Programme, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.
- 7.3. The Authority may require the Recipient to provide information and documentation regarding Beneficiaries for monitoring and evaluation purposes. This may include, amongst other things, requiring the Recipient to link Beneficiaries to unique identifier(s) in order to facilitate the monitoring and evaluation of outcomes.
- 7.4. The Authority may also require the Recipient to clarify information or documentation that it has provided for these purposes.

## 8. BREACH OF FUNDING CONDITIONS

- 8.1. 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 8.2 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 relevant Recipient. In such circumstances, the relevant Recipient must repay any amount required to be repaid under this clause 8.1 within thirty (30) calendar days of receiving the demand for repayment.
- 8.2. The events referred to in clause 8.1 are as follows:
  - 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



- Any information provided in the application for funding (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material; or
- The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

## 9. CONTACT DETAILS

- 9.1. For queries relating to this Instruction or the submission of payment applications, please email your SRP LA Funding team contact.

## 10. ACTIVITIES – GENERAL

- 10.1. The Recipient must ensure that all reasonable steps have been taken 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).
- 10.2. 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. in England & Wales the Public Contracts Regulations 2015 [PCR2015]. 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 Programme.
- 10.3. Where the Recipient enters into a contract (or other form of agreement) with any third party for the provision of any part of the Programme, 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 30 (thirty) days from the date of receipt of a validated invoice.
- 10.4. Monies provided must not be used for any purpose other than delivery of Programme outcomes detailed in the Statement of Outcomes, nor is it permissible to vire any such funds elsewhere without the express consent of the Authority.
- 10.5. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 10.6. The funding may not be used to support or promote religious activity. This will not include inter-faith activity.
- 10.7. No aspect of the activity funded by the Authority may be intended to influence or attempt to influence Parliament, Government or political parties, attempt to influence the awarding of contracts and grants or to attempt to influence legislation or regulatory action.

## 11. INDEMNITY

- 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. In the event of any dispute between the Parties, it will be resolved by the Parties.

## ANNEX A – EXPENDITURE CLAIM PRO-FORMA

See attached documents

## Annex B – Statement of Outcomes

### 1. Section 1 – Delivery Outcomes

1.1 The SRP is made up of two elements:

1.1.1 **Pre arrival** – Provision of medical and travel services enabling the migration of accepted Beneficiaries to the UK; and

1.1.2 **Post arrival** – Housing provision, initial reception arrangements, casework and orientation support including English language provision.

1.2 This Statement of Outcomes describes the **post arrival outcomes** to be achieved.

### 2. Post Arrival Outcomes

#### **Provision of accommodation:**

2.1 The Recipient will arrange accommodation for the arriving Beneficiaries which meets local authority standards and which will be available on their arrival and is affordable and sustainable.

2.2 The Recipient will ensure that the accommodation is furnished appropriately. The furniture package should not include luxury items. This means that funding received through this Instruction 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 Beneficiaries with additional luxury, white or brown goods through other sources of funding.

2.2.1 The Recipient will ensure that the Beneficiaries are registered with utility companies and ensure that arrangements for payments are put in place (no pre pay/card accounts).

2.2.2 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:**

2.3 The Recipient will meet and greet arriving Beneficiaries from the relevant airport and escort them to their properties, briefing them on how to use the amenities.

2.4 The Recipient will ensure that Beneficiaries 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 Beneficiary(ies).

2.5 The Recipient will provide an initial cash allowance for each Beneficiary of £200 – this is to ensure they have sufficient funds to live on while their claim for benefits is being processed.

### **Casework Support:**

- 2.6 The Recipient should ensure that Beneficiaries 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:
  - 2.6.1 Assisting with registration for and collection of Biometric Residence Permits following arrival
  - 2.6.2 Registering with local schools, English language and literacy classes
  - 2.6.3 Attending local Job Centre Plus appointments for benefit assessments
  - 2.6.4 Registering with a local GP
  - 2.6.5 Advice around and referral to appropriate mental health services and to specialist services for victims of torture as appropriate
  - 2.6.6 Providing assistance with access to employment.
- 2.7 The Recipient shall develop an overarching (or framework) support plan and bespoke support plans for each family or individual for the first 12 month period of their support to facilitate their orientation into their new home/area.
- 2.8 The Recipient shall undertake an assessment with each Beneficiary of their English language capability to determine appropriate support arrangements through provision of English for Speakers of Other Languages (ESOL) or equivalent. The purpose of the language tuition is to ensure that each Beneficiary is able to carry out basic transactions within the communities in which they have been placed. Beneficiaries should be able to access such classes within one month of their arrival and they should be made available until such time as suitable mainstream provision becomes available or until 12 months after arrival (whichever is sooner).
- 2.9 Any language support provision should be delivered by an accredited provider.
- 2.10 Throughout the period of resettlement support the Recipient will ensure interpreting services are available.
- 2.11 The above outcomes will be provided through a combination of office based appointments, drop in sessions, outreach surgeries and home visits.
- 2.12 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of the Programme's delivery.

### **Requirements for Beneficiaries with special needs/assessed community care needs:**

- 2.13 Where Beneficiaries are 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 six (6) weeks prior to the arrival of the Beneficiaries.
- 2.14 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.
- 2.15 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 24 hours, after its receipt of the information.
- 2.16 Where sensitive issues such as the above are identified post-arrival by the Recipient, the Recipient shall notify the Authority within 24 hours, setting out what procedures are to be put in place to mitigate the situation.

### 3 General Requirements

#### Hours of operation:

- 3.1 The Recipient shall note that the Authority's offices perform normal business during the hours of 09.00 to 17.00 on Working Days.
- 3.2 The Programme as defined in this Statement of Outcomes 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 Hours provision will be required from the Recipient.
- 3.3 All premises used to deliver the Programme elements should meet all regulatory requirements and be suitable for the purpose.
- 3.4 The Recipient and/or its Delivery Partners shall develop, maintain and implement the following procedures:
  - 3.4.1 A procedure for Beneficiaries to complain about the support and assistance provided by the Recipient.
  - 3.4.2 A procedure for managing and reporting critical incidents. 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
- 3.5 A critical incident is defined as any incident where the outcome or consequence of that incident is likely to result in:
  - 3.5.1 Serious harm to any individual;
  - 3.5.2 Significant community impact; or
  - 3.5.3 Significant impact on public confidence in the Authority, including the provision of the Programme.

#### Personnel standards:

- 3.6 The Recipient shall ensure that the recruitment, selection and training of its Staff, including persons employed by or as agents or sub-contractors to the Recipient, are consistent with the standards required for the performance of the outcomes. The Recipient will 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. Also, the Recipient shall ensure that staffing levels are appropriate at all times for the purposes of the delivering the Programme and ensure the security and well-being of all Beneficiaries, dependent children and its staff.
- 3.7 The Recipient shall ensure that all applicants for employment in connection with the Requirement are obligated to declare on their application forms any previous criminal convictions subject always to the provisions of the Rehabilitation of Offenders Act 1974.
- 3.8 In addition, the Recipient shall ensure that all Staff (including volunteers and sub-contractors):
  - 3.8.1 employed or engaged have the right to work in the United Kingdom under applicable immigration law, and
  - 3.8.2 are subject to Disclosure and Barring Service checks. The results of such checks must be known before any employee undertakes duties requiring contact. 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

- 3.8.3 who are likely to have unsupervised access to children under the age of 18 has 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
  - 3.8.4 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, and shall take all reasonable steps to ensure that it and anyone acting on its behalf shall not bring the Authority or the programme into disrepute, for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 3.9 The Recipient shall, on request, provide the Authority with details of all staff (and volunteers and sub-contractor agents) delivering the Programme.
  - 3.10 The Recipient shall, on request, provide the Authority with CVs and/or job descriptions for all members of staff selected to work on the project.
  - 3.11 The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
  - 3.12 The Recipient shall implement the Programme in compliance with the provisions of the Data Protection Act 1998.

#### **Information sharing:**

- 3.13 The Authority expects the Recipient to share relevant information on the delivery of the Programme and on Beneficiaries by signing a Sharing of Information Protocol with relevant deliverers of the Programme.
- 3.14 Beneficiaries will be expected to sign a consent form to confirm their willingness to share personal data with executive bodies and relevant deliverers of the programme. The Recipient will retain these forms and will allow inspection by the Authority as requested.

#### **Programme Monitoring and Evaluation**

- 3.15 The Recipient should manage and administer the quality and level of delivery and its own performance and that of its Delivery Partners relating to delivery of all the outcomes identified in this Annex B.
- 3.16 The Recipient shall provide information as set out in a template reporting form which will be provided by the Authority.

## Annex D – UNHCR vulnerability criteria

The United Nations High Commissioner for Refugees has seven vulnerability criteria, which are:

- women and girls at risk;
- survivors of violence and/or torture;
- refugees with legal and/or physical protection needs;
- refugees with medical needs or disabilities; children and adolescents at risk;
- persons at risk due to their sexual orientation or gender identity; and
- refugees with family links in resettlement countries



## SCHEDULE TWO

### 1. Roles and obligations of LCC

- 1.1 LCC shall act as the single point of contact for the Programme between the Councils and the Regional Strategic Migration Partnership and the Home Office in relation to Programme timescales, Refugee referrals, detailed arrangements for arrivals, the regional coordination of housing arrangements for Refugees and any other matter pertaining to the Programme.
- 1.2 LCC shall engage or nominate a suitably qualified and experienced officer to act as Programme Coordinator who shall carry out the various tasks and roles set out in this Agreement assigned to the Programme Coordinator.
- 1.3 LCC shall act as the coordinator and liaison point in relation to the education and healthcare needs of the Refugees.
- 1.4 LCC shall be responsible for the financial management of the Programme including adhering to the agreed budget and shall process all claims submitted to it for payment by the other parties to the Agreement.
- 1.5 LCC shall deliver wellbeing, prevention and early help services to Refugees in the Programme area.
- 1.6 LCC shall establish a service to provide English for Speakers of Other Languages (ESOL) to Refugees settling in Lancashire pursuant to the Programme.
- 1.7 LCC shall commission appropriate training and development for all relevant Council staff and key volunteers engaged in the delivery of the Programme and the Services with a view to ensuring that the Programme and Services are at all times delivered to appropriate standards.
- 1.8 LCC shall commission interpreting and translation services reasonably necessary to enable its Services to be properly delivered.
- 1.9 LCC shall conduct social care assessments and assessments of special educational needs in relation to Refugees and Refugee children in order to identify the needs and Services of individual Refugees and families in the Programme area, save that in the geographical area administered by BBC, this function shall be carried out by BBC.
- 1.10 LCC shall coordinate the collection of relevant data for the evaluation of the Programme in accordance with Home Office requirements.
- 1.11 LCC shall support schools at which Refugee children are enrolled to enable that school to deliver education appropriately in accordance with individual Refugee children needs including where necessary providing EAL support.

## **2. Roles and Obligations to be undertaken by Councils in Collaboration**

- 2.1 LCC shall in consultation with BBC, PBC, PCC and SRBC match Refugee families and/or individuals to the relevant Council and allocate Refugees and Refugee families to a specific Council.
- 2.2 LCC shall in consultation and collaboration with the other Councils develop and agree an overarching plan for the resettlement of Refugees pursuant to the Programme which plan shall underpin the Services to be provided by the Councils.
- 2.3 LCC shall in consultation with specific Councils agree a template for a bespoke Refugee/Refugee family plan for each Refugee/Refugee family resettled as part of the Programme.
- 2.4 The Councils shall agree the initial reception arrangements for Refugees arriving in the area pursuant to the Programme which shall include arrangements for meeting Refugees at the relevant airport, transportation to the Council area in question, and the provision of services to assist Refugees with orientation.
- 2.5 The Councils shall establish a local integration fund from which small grants may be awarded to local voluntary sector groups to assist with the delivery of the Programme. The Councils shall agree a written protocol which shall set out what types of activity may be supported by the fund and how grants are to be awarded and payments made.

## **3. Obligations of BBC, PBC, PCC and SRBC**

- 3.1 BBC, PBC, PCC and SRBC shall be responsible for the provision or commission of housing for Refugee families settling within their respective Council boundaries.
- 3.2 All accommodation identified and offered to Refugees shall be of a suitable standard and shall be adequately furnished in accordance in order to meet the basic needs of Refugees and Refugee Families. Accommodation shall be available for each Refugee family on the day of their arrival in the Council area.
- 3.3 BBC, PBC, PCC and SRBC shall each provide support to Refugees in their area which shall include the following:
  - 3.3.1 Registration and collection of biometric residence permits;
  - 3.3.2 Registration with general practitioners, enrolment of school children and registration with Job Centre Plus.
- 3.4 BBC, PBC, PCC and SRBC shall provide such information to Refugees about the local area, the community and local services available to them as is reasonably necessary.
- 3.5 BBC, PBC, PCC and SRBC shall each introduce a system of casework support to Refugees which shall be made available to individuals and/or families for a period of up to twelve months following arrival of the

Refugee/Refugee families in the Council area. Casework support shall be delivered by way of office based appointment, outreach service and home visits. Staff delivering

- 3.6 BBC, PBC, PCC and SRBS shall each ensure that each Refugee family arriving in its Council area shall have a caseworker assigned to it and shall use reasonable endeavours to ensure that the ratio of casework support shall be no greater than one caseworker to five Refugee families.
- 3.7 BBC, PBC, PCC and SRBS shall each ensure the implementation of the bespoke Refugee/Refugee family plan for each Refugee/Refugee family resettled within the geographic area of that Council and for which that Council agrees to accept responsibility.
- 3.8 BBC, PBC, PCC and SRBC shall record adequate information relating to each Refugee/Refugee family and to ensure that the information is made available to the Programme Coordinator monitoring and evaluation purposes in an anonymised form if appropriate.
- 3.9 BBC, PBC, PCC and SRBC shall provide support to local multi-agency groups in order to help facilitate the integration of Refugees and Refugee families into the local community.
- 3.10 BBC, PBC, PCC and SRBC shall refer any issue that arises in relation to the operation of the Programme or the Services delivered by them to the programme Coordinator who shall if necessary raise the matter at the SSG.
- 3.11 BBC, PBC, PCC and SRBC shall commission interpreting and translation services reasonably necessary to enable their Services to be properly delivered.
- 3.12 BBC, PBC, PCC and SRBC shall where reasonably necessary commission initial reception arrangements and orientation services from external organisations. These service shall include the provision of cash to Refugee families (£200 in cash per Refugee) and a pack of groceries on arrival.