



Home Office



Ministry of Housing,
Communities &
Local Government



Department
for International
Development

Funding Instruction for local authorities in the support of the United Kingdom's Resettlement Programmes

Financial Year 2018 - 2019

Resettlement Programme

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

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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. The “**Authority**” means the Secretary of State for the Home Department acting through the Resettlement Programme on behalf of the Crown.
- 1.3. A “**Community Sponsor**” (or “**Sponsor**”) means a group or organisation which:
 - 1.3.1. exists and works for the benefit of the community rather than private shareholders, and
 - 1.3.2. 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
 - 1.3.3. which has been approved by the Authority to support Refugees brought to the UK through the Programme.
- 1.4. 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 Programme.
- 1.5. “**Critical Success Factors**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.6. 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.
- 1.7. “**Day**” means any calendar day Monday through Sunday (inclusive).
- 1.8. “**Delivery Partner**” means any third-party provider whether an organisation or an individual working with the Recipient in the delivery of this Grant Agreement for the provision of the Purpose.
- 1.9. “**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.
- 1.10. “**ESOL**”¹ means a formal ‘English for Speakers of Other Languages’, or other equivalent formal language skill support.
- 1.11. “**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 Please also refer to the Guidance on Commissioning ESOL for further information

- 1.12. 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.
- 1.13. **“Formal Language Training”**² 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:
- 1.13.1. Their delivery is led by qualified tutors, and
 - 1.13.2. They are appropriate to individual Refugee’s abilities as identified following a diagnostic assessment led by a qualified ESOL tutor, and
 - 1.13.3. They follow agreed curricula³.
 - 1.13.4. 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.
- 1.14. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.15. **“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.
- 1.16. **“Informal Language Training”**⁴ 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.
- 1.17. **“Information Acts”** means any 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) The EU General Data Protection Regulation and Data Protection Act 2018.
- 1.18. 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.
- 1.19. A **“Month”** means a calendar month.

² Please also refer to the Guidance on Commissioning ESOL for further information

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

⁴ Please also refer to the Guidance on Commissioning ESOL for further information

- 1.20. “**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.
- 1.21. An “**Overpayment**” means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.22. The “**Programme**” 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 up to 20,000 Refugees in the UK 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.
- 1.23. 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.
- 1.24. A “**Refugee**” means an eligible person who, regardless of their nationality, has:
- 1.24.1. been accepted as being vulnerable by the Authority following referral by the UN High Commissioner for Refugees (*UNHCR*), and
 - 1.24.2. arrived in the UK having been admitted to the Programme, and
 - 1.24.3. has been resettled in England, Scotland or Wales.
- 1.25. The “**Resettlement Programme**” means the joint unit comprising staff from Home Office, Department for International Development (DfID) and Ministry of Housing, Communities and Local Government (MHCLG), whose objective is to deliver the Programme.
- 1.26. “**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.
- 1.27. 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 Programme currently comprises two humanitarian resettlement schemes:
 - 3.1.1. The Syrian Vulnerable Persons Resettlement Scheme (VPRS) was launched in January 2014. VPRS was intended to provide sanctuary to several hundred vulnerable Syrians over three years. 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 UNHCR⁵. 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 Programme’s primary purpose is to resettle Refugees in a way that:
 - 3.3.1. Secures national security and public protection, and
 - 3.3.2. Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
 - 3.3.3. Delivers value for money for the UK tax payer

⁵ See Annex B

- 3.4. 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 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 vulnerability criteria⁶.
- 3.5. The Authority is responsible for identifying Refugees eligible for relocation to the UK in liaison with the UNHCR.
- 3.6. The Recipient has made commitments to support the Programme, 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 Programme evaluation purposes must be able to demonstrate that the Funding has been committed in supporting Refugees and furthering the aims of the Programme.

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 Programme during the period 1 April 2018 to 31 March 2019.
- 4.2. In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.

5. TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING

- 5.1. The Recipient acknowledges that grant funded arrangements issued by government departments may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 5.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.

⁶ See Annex B

- 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 Programme 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 Programme (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 Programme 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 Programme 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 Programme 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 Programme 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 Programme 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 Programme,
 - 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 Authority⁷, or
- 6.8.6. otherwise leaves or becomes ineligible for the Programme.
- 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 Programme 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 1.7)
- 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.
- 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.

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

- 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 Programme. 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 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.

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 Programme.
- 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 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 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 Programme into disrepute; for

instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Programme.

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 Programme 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 Programme 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'⁸. 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 Programme the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government's "Supplier Code of Conduct"⁹ which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 10.9. The Recipient shall:
 - 10.9.1. ensure that the recruitment, selection and training of Staff, are consistent with the standards required for the performance of the outcomes,
 - 10.9.2. fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,
 - 10.9.3. ensure that Staff levels are appropriate at all times for the purposes of the delivering the Programme 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

⁸ The Authority will provide guidance on 'cases of interest' upon request

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

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 Programme 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 Programme.

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 Programme 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 Payment team at:

ResettlementLAPaymentsTeam@homeoffice.qsi.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)¹⁰.
- 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.

¹⁰ 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 Programme'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, at a minimum, able to carry out basic transactions within the communities in which they have been placed.
- 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 level¹¹ 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.

¹¹ 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:

UNIT COSTS¹²					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
	£	£	£	£	£
Local Authority Costs	8,520	8,520	8,520	8,520	8,520
Education	0	0	4,500	2,250	0
TOTALS	8,520	8,520	13,020	10,770	8,520

- 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 (4th) and eighth (8th) 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.

¹² 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 Programme.
- 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 Programme 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 Programme, 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 ¹³				
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).

¹³ 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:

YEARS 2-5 FUNDING - PAYMENT PROFILE				
<u>Arrivals between</u>	<u>Claim funding for</u>			
	Year 2	Year 3	Year 4	Year 5
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 ¹⁴					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
YEAR 1					
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:

¹⁴ 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.

UNIT COSTS (£GBP) FOR SCHEME¹⁵					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
YEAR 1					
Resettlement Costs	8,520	8,520	8,520	8,520	8,520
YEAR 2					
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.

¹⁵ 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) ¹⁶	
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.

¹⁶ 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:

Maximum UK-wide Funding available for Access to ESOL (Childcare) projects¹⁷				
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

¹⁷ 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:
- Gillian Preece (e: Gillian.Preece@homeoffice.gsi.gov.uk)
 - Kellie McHugh (e: Kellie.McHugh@homeoffice.gsi.gov.uk)

ANNEX A – EXPENDITURE CLAIM PRO-FORMA

Excel spreadsheet and appendix to be provided separately.

ANNEX B – UNHCR VULNERABILITY CRITERIA

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 vulnerability criteria¹⁸:

- 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 Childrens Resettlement Scheme (VCRS) is only open to those referred under the vulnerability criteria 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.
- **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.

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

- **Children with disabilities:** A child with disability is a person below the age of 18 who has physical, mental, intellectual or sensory impairments from birth, or resulting from illness, infection, injury or trauma. These may hinder full and effective participation in society on an equal basis with others.
- **Child carers:** The Child Carer category includes a person below the age of 18, who is not an unaccompanied child and who has assumed responsibility as head of household. This could include, for example, a child who still lives with his/her parents, but has taken on the role of caring for them (and possible siblings) due to the fact that the parents are ill, disabled, etc.
- **Children at risk of harmful traditional practices, including child marriage and female genital mutilation:** Person below the age of 18 years of age who is at risk of, or is a victim/ survivor of a harmful traditional practice. Every social grouping has specific traditional practices and beliefs, some of which are beneficial to all members while others are harmful to a specific group, such as women. Such harmful traditional practices include for instance, female genital mutilation, early marriage, dowry price, widow inheritance, female force feeding, witch hunting, female infanticide, son preference and its implications for the girl child. Depending on the circumstances, certain forms of male circumcision, scarring or tattooing fall also under this category.
- **Child labour:** Includes children engaged in:
 - (i) the worst forms of child labour: Person below the age of 18 who is engaged in the worst forms of child labour, which include all forms of slavery or practices similar slavery (such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict); the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances; the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties; work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children; and
 - (ii) other forms of child labour: Person below the age of 18 who is engaged in forms of child labour other than the worst forms, such as work that is likely to be hazardous or to interfere with his/her education, or to be harmful to his/her health or physical, mental, spiritual, moral or social development. UNICEF defines child labour as work that exceeds a minimum number of hours, depending on the age of a child and on the type of work. Such work is considered harmful to the child: ages 5-11: at least one hour of economic labour or 28 hours of domestic labour per week; ages 12-14: at least 14 hour 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 refoulement¹⁹***: 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.

¹⁹ 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.¹

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

¹Data 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.gsi.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 Recognition²;
- Need for resettlement³;

- specific needs assessment⁴;
- 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 issues⁵.

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 process⁶.

Best Interest Assessments and Determinations

- information about any particular safeguarding circumstances and an assessment of the best interests of the individuals affected⁷.

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.

²Classed as sensitive personal information under Data Protection Legislation.

³Classed as sensitive personal information under Data Protection Legislation.

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

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

⁶Classed as sensitive personal information under Data Protection Legislation.

⁷Depending 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 or this purpose.

ANNEX D – ESOL CHILDCARE FUNDING BID TEMPLATE

To be provided

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	£1,000 to £3,000
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	TBC

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 Programme's Finance Team in advance of any work being undertaken. Costs would be expected to be in line with average costs for each adaptation shown in Annex A. The Programme will consider reasonable reversal costs – approval would need to be sought from the Resettlement Programme Finance 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.