



Home Office

FUNDING TO LOCAL AUTHORITIES

FINANCIAL YEAR 2015/16

(PRE- 31 DECEMBER 2015)

HOME OFFICE FUNDING: SYRIAN RESETTLEMENT PROGRAMME (SRP)

UK Visas and Immigration

Date of Issue:

Version: 1.0

1. SCOPE

- 1.1. This document (the 'Instruction') sets out the terms under which the Home Office (the 'Authority') will make funding available to a participating local authority (the 'Recipient') in respect of expenditure incurred supporting vulnerable persons (VPs) brought to the UK under the Syrian Resettlement Programme (the 'Programme') for the period 7 September 2015 to 31 December 2015. The document should be read in conjunction with the relevant claim form (at Annex A).
- 1.2. The outcomes to be achieved are described in the Statement of Requirements (shown at Annex B).
- 1.3. 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.
- 1.4. The Home Office will provide funding to cover reasonable legitimate costs incurred in supporting all VPs for the first twelve months following their arrival in the UK

2. DEFINITION

- 2.1. A Syrian Vulnerable Person ('SVP') is defined as any person who has been classified as such by the Authority following referral by the UN High Commissioner for Refugees (UNHCR), and has arrived in the UK having been admitted to the Programme.

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 SVP 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 SVPs need for confidentiality; and
 - 3.3.2. ensure that without the consent of an SVP, details of that individual SVP 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 SVP) 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 this matter must be referred to the Home Office press office for their advice and/or action.

4. REIMBURSEMENT

- 4.1. Payment for each eligible SVP supported by a Recipient will be at a standard per capita rate set by the Authority. These payments may, from time to time, be adjusted by the Authority.

UNIT COSTS FOR SYRIA VPR SCHEME - LOCAL AUTHORITIES					
	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
Primary medical care	600	600	600	600	600
Secondary medical care	2,000	2,000	2,000	2,000	2,000
TOTALS	11,120	11,120	15,620	13,370	11,120

- 4.2. Payments for Special Educational Needs will also be made in respect of every child between the ages of 3 and 18 years.

UNIT COSTS FOR SYRIA VPR SCHEME - SPECIAL EDUCATIONAL NEEDS					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
	0	0	1,000	1,000	0

- 4.3. Additional payments for educational purposes may also be made as required in respect of supported SVPs who have not attained the age of 18 years and who are

in full-time education. The rates for these payments will be set by the Authority, and may be adjusted from time to time by the Authority.

- 4.4. Further additional payments may also be made in order to cover necessary costs of social care. These will be assessed and made on a case-by-case basis.
- 4.5. Payments will be made throughout the 12 month period based on the age and status of the SVP on 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 an SVP, the Authority will authorise an immediate initial payment of 22% of the total projected annual per capita amount for that person.
- 4.8. Following this, the remainder will be paid in arrears in six equal instalments at the end of the second, fourth, sixth, eighth, tenth and twelfth months following the SVP's arrival in the UK.
- 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. At the end of the financial year, the Recipient will submit a total expenditure calculation, based upon which any further payment or repayment will be calculated.
- 4.12. 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 that SVP's arrival into the UK under the Programme.
- 5.2. Payments will also cease where the SVP:
 - 5.2.1. dies;
 - 5.2.2. leaves the relevant local authority area to live in a local authority area which is not engaged in the Programme;
 - 5.2.3. indicates that they no longer wish to receive funding;
 - 5.2.4. indicates that they are leaving the UK permanently;
 - 5.2.5. applies for some other 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 SVP'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 SVP 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 SVP 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 Funding team 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. Payments may be withheld if Annex A applications for payment are not submitted in accordance with the Schedule.
- 6.4. 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.
- 6.5. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information.
- 6.6. Payments will be made within thirty (30) days of receipt of a correctly-completed claim, except for the first payment which, in accordance with clause 4.5, will be initiated on arrival in the UK of an SVP.
- 6.7. 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 November – 31 December will be referenced as 'SRP (LA) 15/16 POA Mths 8-9'. The relevant Recipient should advise the cashiers' department accordingly.
- 6.8. 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. AUDITS

- 7.1. 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.
- 7.2. 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.
- 7.3. In all cases, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

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. Monies provided must not be used for any purpose other than delivery of Programme outcomes detailed in the Statement of Requirements, nor is it permissible to vire any such funds elsewhere.
- 10.3. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 10.4. The funding may not be used to support or promote religious activity. This will not include inter-faith activity.
- 10.5. 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.

ANNEXES

The annexes to these instructions are contained in the SRP LA funding Excel workbook with the following contents:

- Annex A – Monthly Claim
- Annex B – Statement of Outcomes

Annex A – Expenditure Claim Pro-forma

See attached document

Annex B – Statement of Requirements

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 SVPs 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 Requirements 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 SVPs 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 food storage, cooking and washing facilities can be provided but the facilities should not include the provision of other white goods or brown goods, i.e. TV's, DVD players or any other electrical entertainment appliances.

2.2.1 The Recipient will ensure that the SVPs 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.

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

Casework support service:

2.4 The Recipient will ensure that SVPs are provided with a welcome pack of groceries on their arrival.

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

2.6 The Recipient will provide advice and assistance 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 put in place a support plan for each family or individual for the 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 SVP 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 SVP is able to carry out basic transactions within the communities in which they have been placed.
- 2.9 SVPs 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).
- 2.10 This provision should be delivered by an accredited ESOL provider.
- 2.11 Throughout the period of resettlement support the Recipient will ensure interpreting services are available.
- 2.12 The above outcomes will be provided through a combination of office based appointments, drop in sessions, outreach surgeries and home visits.

Requirements for SVPs with special needs/assessed community care needs

- 2.13 Where SVPs 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 6 weeks prior to the arrival of the SVPs.
- 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.

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 Requirements 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 SVPs 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

Personnel standards:

- 3.5 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 SVPs, dependant children and its staff.
- 3.6 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.
- 3.7 In addition, the Recipient shall ensure that all Staff (including volunteers and sub-contractors):
- 3.7.1 employed or engaged have the right to work in the United Kingdom under applicable immigration law, and
 - 3.7.2 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
 - 3.7.3 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
 - 3.7.4 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.
- 3.8 The Recipient shall, on request, provide the Authority with details of all staff (and volunteers and sub-contractor agents) delivering the Programme.
- 3.9 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.
- 3.10 The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.

- 3.11 The Recipient shall implement the Programme in compliance with the provisions of the Data Protection Act 1998.

Information sharing

- 3.12 The Authority expects the Recipient to share relevant information on the delivery of the Programme and on SVPs by signing a Sharing of Information Protocol with relevant deliverers of the Programme.
- 3.13 SVPs 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.