



# Memorandum of Understanding

Lincolnshire Refugee Resettlement Partnership

# Lincolnshire Refugee Resettlement Partnership: Memorandum of Understanding

## 1. Purpose and Scope

This Memorandum of Understanding (“the MoU”) forms the basis of a **Resettlement Partnership** (the RP) within Lincolnshire (the parties) and delivery partners.

The MoU has been established to demonstrate the parties’ commitment to collaborate to ensure delivery of resettlement services. The MoU defines and formalises the relationship between the parties and sets out their roles and responsibilities within the partnership.

The MoU covers the functions or services agreed by the parties, to be designed and delivered within the RP. The agreed services to be delivered are found in the national ‘statement of requirements’, which sets out exactly what the local authority must deliver. See more at:

<http://www.local.gov.uk/documents/10180/6869714/Syrian+VPR+Statement+of+requirements.pdf/8b2c4d78-57da-474e-a9ef-c61a56809bc9>

For the purposes of the MoU:

District Councils are defined as being:

- All District Councils within Lincolnshire

The County Council is defined as being:

- Lincolnshire County Council

Other Public Sector organisations are defined as being:

- Lincolnshire Police
- Lincolnshire Partnership NHS Foundation Trust (LPFT)

The Delivery Partner is defined as being:

- an appointment to coordinate and provide support for refugees to be resettled in Lincolnshire through a procurement process (initially Upbeat Communities)

Partners are defined as:

- All parties represented on the Lincolnshire Refugee Resettlement Partnership

# Lincolnshire Refugee Resettlement Partnership: Memorandum of Understanding

## 2. Objectives of the Partnership

The objective is the resettlement and integration of refugees in Lincolnshire.

The RP objective is consistent with the national Vulnerable Persons Resettlement and Vulnerable Children's Resettlement Scheme set up by Government in 2015. The three objectives of the national resettlement programme are that it should:

- Secure and protect refugees and the UK;
- Have the wellbeing of the refugee and the welcoming communities at the centre of decision making, including by delivering refugee independence and self-sufficiency to enable better social cohesion
- Deliver value for money for the UK tax payer, including by minimising the burden on local and national government by securing independence and self-sufficiency.

## 3. Lead Organisations

The RP is a multi-agency partnership. While this MoU will extend to wider partners, third sector delivery partner supplier(s) and other public sector commissioners, the MoU also highlights the "Lead" partner organisations. All partners contributing will however be asked to commit to the MoU.

### North Kesteven District Council will;

- Act as coordinator and liaison point with East Midlands Councils and Government through the MOVEit portal.
- Act as Finance Lead Authority under the national programme.
- Make relevant finance returns to Government; this includes the initial claim upon arrival for year 1 and then make the appropriate claims for years 2-5 as per timings and agreements in Government Funding Instructions.
- Ensure the provision of the appropriate amount of Government funding is released to support the local delivery of the statement of requirements for the first year after arrival and then in years 2-5.
- Coordinate county wide communications in liaison with partners.
- Claim for further funding in cases of 'compelling circumstances' if required for educational circumstances and necessary social care costs.
- Procure & manage the formal contractual arrangements with the delivery partner.

### Lincolnshire County Council will;

- Pre arrival - collaborate with partners to provide information regarding availability of school places in District Council areas.
- Receive and process school admission applications.
- Provide appropriate contacts for appropriate health agencies including CCGs (access to GP services)
- Take the lead and provide social care provisions required by the family.

# Lincolnshire Refugee Resettlement Partnership: Memorandum of Understanding

## **District Councils will:**

- Ensure the provision of properties to house refugee families allocated to the County.
- Assess the identified properties to ensure suitability and sustainability.
- Manage the process to support and enable the use of local housing allowance / benefits to cover rent costs.
- Convene the pre arrival planning sessions & collaborate with partners to ensure that the properties are mapped to school; educational and primary care (GP) services required at post arrival.
- Post arrival –
  - lead on the local arrangements around support (in association with the Delivery Partner)
  - ensure property tenancy management of the allocated properties
  - ensure the collation of local performance data both quantitative and qualitative from the third sector delivery partner.

## **LPFT will:**

- Take the lead and provide services to meet mental health needs of the family. Where the mental health is not covered by LPFT service provision, they will be signposted appropriately.

## **4. Governance**

Governance will be undertaken through Lincolnshire Refugee Resettlement Partnership meetings which will comprise:

- Lincolnshire County Council
- All District Councils
- Lincolnshire Police
- LPFT
- Other Appropriate organisations as agreed by the Partnership

## **5. Other Roles and Responsibilities**

### **The Delivery Partner will be responsible for:**

- Working with all partners to develop resettlement services;
- Supplying the services to the agreed timescales and specifications;
- Communicating any constraints to other partners;
- Supplying financial information and relevant information in relation to any subcontracts;
- Facilitating the engagement of interfaith and community groups;
- Providing service delivery and performance information; and
- Providing constructive feedback on the partnership experience.

# Lincolnshire Refugee Resettlement Partnership: Memorandum of Understanding

## Partners will be responsible for:

- Working with the Delivery Partner to develop services;
- Identifying services for delivery and performance expectations;
- Ensuring resettlement services fit with wider organisational plans;
- Communicating requirements clearly to the third sector delivery partner supplier(s);
- Providing constructive feedback on the partnership experience;
- Ensuring that their respective organisations are appraised of developments; and
- Ensure that the humanitarian principles of the programme are front and centre of future planning.

## 6. Accountability

It is the responsibility for all partners involved within the RP to share, inform and secure agreement within their own organisational governance arrangements for the RP and its full delivery. It will be each RP partner's obligation to highlight any discrepancy between their own governance arrangements and the RP model and delivery, as and when any discrepancy arises, so that any issues can be assessed and acted upon in a timely manner.

## 7. Duration of the MoU

The MoU is designed to cover the period during which the RP is operating and is effective from the date of signing. The MoU will be subject to an annual review by the RP

## 8. Partnership Values

The RP relationship will be based on:

- Equality;
- Mutual respect and trust;
- Open and transparent communications;
- Co-operation and consultation;
- A commitment to being positive and constructive;
- A willingness to work with and learn from others;
- A shared commitment to providing excellent resettlement services; and
- A desire to make the best use of resources available via central Government.
- Challenging stigma, prejudice and educating the wider community as appropriate.
- Being discreet, respecting the privacy and safety of the families.

## 9. Communications

The Parties to the RP commit to communicating openly and constructively and to sharing good practice.

# Lincolnshire Refugee Resettlement Partnership: Memorandum of Understanding

The Parties agree that they will consult and co-operate together in order to achieve the maximum benefits for the resettled refugees. This co-operation will include the sharing of appropriate information and maintaining effective communication, where this will inform and improve the delivery of services and enhance the learning. The parties also commit, so far as is reasonably possible, to communicating relevant information regarding progress to the wider set of stakeholders and interested parties.

## 10. Confidentiality and Data Protection

- The Parties confirm that they understand their respective obligations and agree to only process Personal Data in accordance with the data protection principles set out in Data Protection Legislation
- Data Protection Legislation and the Data Sharing Agreement will govern all transfers of Personal Data between the named Parties
- The Parties confirm that they understand their respective obligations under Data Protection Legislation, to ensure that the families' personal data is held securely at all times
- The Parties will have in place appropriate technical and organisational security measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data
- The Parties will not disclose or transfer the Personal Data to any third party, unless prior written consent of the families is obtained (save where such disclosure or transfer is specifically authorised)
- The Parties will take all reasonable steps to ensure colleagues who have access to the Personal Data are informed of its confidential nature and to not publish or disclose to any third party, unless directed in writing to do so by the Lead Authority
- The Parties will take all reasonable steps to ensure colleagues have undergone adequate training in the use and handling of Personal Data
- The Parties will notify the Lead Authority within five working days if it receives from a Data Subject (or a third party on their behalf):
  - A Data Subject Access Request
  - A request to rectify, erase or restrict any Personal Data
  - A request to withdraw consent to Processing of the Data Subject's Personal Data
- To notify the Lead Authority within five working days if it receives any communication from the Information Commissioner's Office or a request from any third party for disclosure of Personal Data where compliance with such a request is required by law.

## 11. Amendments and Dispute Resolution

- Once agreed, the MoU may only be amended by mutual agreement, signed by the authorised signatories of all parties to the RP. Once approved, amendments should be attached as annexes to the original MoU.

# Lincolnshire Refugee Resettlement Partnership: Memorandum of Understanding

- The MoU will be reviewed annually or earlier if required. Any changes will be mutually agreed and signed by the Parties.
- Any issues or disputes which cannot be immediately resolved to all parties' satisfaction should be escalated to the RP Governance Group.
- The MoU is not intended to be legally binding, nor to give rise to any liability of any kind whatsoever. The Parties will therefore be individually liable for any costs arising from amendments to the MoU.

## 12. Termination

If any of the Parties wishes to dissolve the partnership, a minimum of three months' notice must be given in writing to the other Party, with reasons for the termination.

This clause applies only to the partnership arrangement covered by the MoU and does not affect any commercial contracts for the supply of goods and services which may exist between the Parties.




## 13. Key Organisation Contacts

The key contacts for the RP are as follows:




Brein Fisher, East Midlands Councils, [Brein.Fisher@emcouncils.gov.uk](mailto:Brein.Fisher@emcouncils.gov.uk)

## 14. Acceptance

We the undersigned, as authorised signatories of the Parties to the RP, have read and accepted the terms of the Memorandum of Understanding between the identified Provider(s) and the Public Sector Partners and accept these.

Providers		
Organisation	Contact Name and Role	Signature/Date
Lincolnshire County Council	Derek Ward Director of Public Health	 18/03/2019
North Kesteven District Council	Philip Roberts Deputy Chief Executive	 15/01/2019
South Kesteven District Council	Harry Rai Assistant Director	 25/01/2019
West Lindsey District Council	Mark Sturgess Executive Director Operations and Head of Paid Service	

## Lincolnshire Refugee Resettlement Partnership: Memorandum of Understanding

City of Lincoln Council	Daren Turner Director of Housing and Investment	
South Holland District Council	Jason King Housing Landlord Service Manager	 17.5.19
East Lindsey District Council	Michelle Howard Assistant Director, People	
LPFT	Sarah Connery Director of Finance & Information	 01/03/2019
Lincolnshire Fire and Rescue	Sean Taylor Area Manager Lincolnshire Fire & Rescue	 15/01/2019
South West CCG	Claire Raybould Sarah Button	