

Memorandum of Understanding: North Yorkshire Syrian Refugee Resettlement Scheme

This agreement is dated

2016

Between:

1. North Yorkshire County Council of County Hall, Racecourse Lane Northallerton, DL7 8AD (the County Council)
2. Craven District Council of 1 Belle Vue Square, Broughton Road, Skipton, North Yorkshire BD23 1FJ
3. Harrogate Borough Council of Council Offices, Crescent Gardens, Harrogate, North Yorkshire, HG1 2SG
4. Hambleton District Council of Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU
5. Richmondshire District Council of Mercury House, Station Road, Richmond DL10 4JX
6. Ryedale District Council of Ryedale House, Malton, North Yorkshire, YO17 7HH
7. Scarborough Borough Council of Town Hall, St Nicholas St, Scarborough, North Yorkshire YO11 2HG
8. Selby District Council of Civic Centre, Doncaster Road, Selby, North Yorkshire, YO8 9FT
(together the District Councils)
9. North Yorkshire Police of Newby Wiske, Northallerton, North Yorkshire, DL7 9HA
10. NHS Airedale, Wharfedale and Craven Clinical Commissioning Group of Millennium Business Park, Station Road, Steeton, Keighley, BD20 6RB
11. YORLMC North Yorkshire and York of 1st Floor, 87-89 Leeds Road, Harrogate, North Yorkshire, HG2 8BE
12. NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group of Civic Centre, Stone Cross, Northallerton, DL6 2UU
13. NHS Harrogate and Rural District Clinical Commissioning Group of 1 Gimbald Crag Court, St James Business Park, Knaresborough, HG5 8QB
14. NHS Scarborough and Ryedale Clinical Commissioning Group of Scarborough Town Hall, York House, St Nicholas Street, Scarborough, YO11 2HG
15. NHS Vale of York Clinical Commissioning Group of West Offices, Station Rise, York, YO1 6GA
16. The Department of Work and Pensions (North East Yorkshire and the Humber), of Britannia House CH(1), 2, Ferensway, Hull, HU2 8NF

For the purposes of this Agreement all the parties above are together referred to as 'the Partners'.

Background

- A. In September 2015 the Prime Minister announced that, during the remainder of this parliament, the UK will accept up to 20,000 Syrian refugees from refugee camps in countries neighbouring Syria.
- B. The Home Office is asking authorities to volunteer to offer to resettle a specific number of Syrian refugees between 2015 and 2020 (the number of refugees to be set by the local authority/s within the area); and as part of this to agree and implement a package of support measures that authorities would provide (directly or indirectly).
- C. If refugees are to be resettled locally within North Yorkshire it is essential that they are given the support they need. The multiple, and in some cases complex needs of Syrian refugees requires a co-ordinated partnership response from the Partners in order to ensure their successful resettlement in North Yorkshire.

1 Purpose

- 1.1 The purpose of this Memorandum of Understanding ('**MOU**') is to establish the principles of collaboration to resettle Syrian refugees in North Yorkshire under the Syrian Vulnerable Persons Relocation Scheme ('**the Scheme**') as detailed in **Appendix 1**.
- 1.2 This MOU sets out the governance structures the Partners will put in place to deliver the Scheme and the respective roles and responsibilities the Partners will have in delivering the Scheme.

2 Principles of Collaboration

- 2.1 The Partners agree to adopt the following principles in connection with the Scheme ('**Principles**'):
 - (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MOU to ensure that activities are delivered and actions taken as required;
 - (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MOU;
 - (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Scheme;
 - (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - (e) adopt a positive outlook. Behave in a positive, proactive manner;
 - (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data

- protection and freedom of information legislation. In particular the relevant parties agree to enter into an Information Sharing Agreement .
- (g) act in a timely manner. Recognise the time-critical nature of the Scheme and respond accordingly to requests for support;
 - (h) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MOU; and
 - (i) act in good faith to support achievement of the Scheme and compliance with these Principles.

3 Governance Structure

3.1 The governance structure for the Scheme for co-ordinating and managing the resettlement process in North Yorkshire is attached at **Appendix 2**

3.2 The Partners will establish a Programme Board and Operational Board to deliver the Scheme.

Programme Board

3.3 The Programme Board will oversee the strategic arrangements for North Yorkshire's participation in the Scheme. This group will consist of:

- Representatives of the District Councils
- The County Council:
- Representatives of North Yorkshire Clinical Commissioning Groups
- North Yorkshire Police

3.4 The Programme Board's functions will include (but not be limited to) the following:

- To determine the suitable areas within North Yorkshire for the resettlement of Syrian refugees, considering the implications for housing, education, health and other public services;
- To ensure smooth arrangements are in place for the resettlement of Syrian refugees;
- To oversee the development of appropriate integration support services for refugees;
- To consider issues relating to the support of the Syrian refugees that cannot be resolved at an operational group level, and to make recommendations to the appropriate organisation; and
- To report on progress to Local Government North Yorkshire and York and Migration Yorkshire

3.5 The terms of reference of the Programme Board and the Operational Group will be determined and agreed by the Programme Board and will form a separate document to this MOU.

Operational Group

- 3.6** The Partners will set up an Operational Group consisting of frontline staff to manage the day-to-day management of the Scheme covering the area in which the resettlement takes place.
- 3.7** The group will consist of:
- The District Councils in the area in which the resettlement is taking place
 - County Council operational staff (Children and Young Peoples Services and Health and Adult Services)
 - Health: The CCG/s/lead GP in the area in which the resettlement is taking place
 - The Department of Work and Pensions
 - Integration Support provider
- 3.8** This group will consist of officers from housing, education and social care and the DWP, with specific membership to be agreed by the Partners. A Project Co-ordinator employed by the County Council will lead delivery and chair the operational group(s).
- 3.9** The Operational Group will assist with the co-ordination of the response of support services.
- 3.10** Further Operational Groups may be set up where refugees are placed in other areas to facilitate the process of resettlement in that location.

4 Responsibilities

- 4.1** All Partners agree to work together through the Programme Board and Operational Groups of the North Yorkshire Syrian Refugee Resettlement Scheme throughout the lifetime of the resettlement process in North Yorkshire.
- 4.2** The County Council will provide in-house project management to co-ordinate the Scheme overall, including employing the Project Co-ordinator.
- 4.3** The County Council will enter into a Funding Agreement with Leeds City Council (the accountable body for the region) and will be responsible for distributing the funding to the District Councils in relation to the Scheme.
- 4.4** All Partners have a collective responsibility for ensuring the success of the resettlement process so that the refugees are given timely support and assistance.
- 4.5** All Partners will work with other organisations not included in this MOU should the Programme Board agree to do so. This is likely to include Migration Yorkshire and Government Departments of State.

- 4.6** All Partners agree to plan ahead of the date of arrival of the Syrian refugees in North Yorkshire and acknowledge that the refugees will require access to some services upon their immediate arrival to North Yorkshire. Accordingly the Programme Board will agree which services will be required by when and all Partners will be expected to follow that agreement.
- 4.7** All Partners agree that all the refugees will have timely access to the following services and that these will be provided by the organisation/s:
- Housing: District Councils
 - Furnishings: County Council
 - Primary and Secondary Health: NHS Yorkshire & the Humber/the appropriate Clinical Commissioning Group involved in the area in which the resettlement of the refugees is taking place/YORLMC North Yorkshire and York
 - Welfare benefits: DWP
 - Integration Support Services including language assistance, cultural orientation and signposting to existing support services: TBC
 - Community Safety: North Yorkshire Police
 - ESOL provision: arranged through the County Council
- 4.8** All Partners agree that refugees with specific requirements will have timely access to the following services:
- Primary and Secondary Education: County Council
 - Social Care: County Council
 - Specialist health services including mental health services: NHS Yorkshire & the Humber/the appropriate Clinical Commissioning Group

5 Duration

- 5.1** This MOU may be modified by mutual consent of the Partners. This MOU shall become effective from the date that it has been signed by all the Partners and will remain in effect until terminated by the mutual agreement of the Programme Board.
- 5.2** Any Partner may exit this agreement by giving 3 months' notice to the Programme Board. In the event that a Partner wishes to exit this agreement that Partner shall ensure its responsibilities as set out in Clause 4 have been fulfilled and shall agree with the Programme Board an exit plan to ensure a smooth transition.

6 Escalation

- 6.1** If any of the Partners has any issues, concerns or complaints about the Scheme, or any matter in this MOU, that Partner shall notify the other Partners and together the Partners shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Programme Board which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the

Programme Board within seven working days, the matter may be escalated to the Chief Executives of the Partners for resolution.

- 6.2** If any of the Partners receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the Scheme, the matter shall be promptly referred to the Programme Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Scheme, without the prior approval of the Programme Board (or its nominated representatives).

7 Status

- 7.1** Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Partners, constitute either as the agent of the other party, nor authorise either of the Partners to make or enter into any commitments for or on behalf of the other(s).

8 Contact Information

8.1 Craven District Council

Name of partner representative:

Position:

Address:

Telephone:

E-mail:

8.2 Harrogate Borough Council

Name of partner representative

Position

Address

Telephone

E-mail

8.3 Hambleton District Council

Name of partner representative

Position

Address

Telephone

E-mail

8.4 North Yorkshire County Council

Name of partner representative

Position

Address

Telephone

E-mail

8.5 Richmondshire District Council

Name of partner representative

Position

Address

Telephone

E-mail

8.6 Ryedale District Council

Name of partner representative

Position

Address

Telephone

E-mail

8.7 Scarborough Borough Council

Name of partner representative

Position

Address

Telephone

E-mail

8.8 Selby District Council

Name of partner representative

Position

Address

Telephone

E-mail

8.9 North Yorkshire Police

Name of partner representative

Position

Address

Telephone

E-mail

8.10 YORLMC North Yorkshire and York

Name of partner representative

Position

Address

Telephone

E-mail

8.11 NHS Airedale, Wharfedale and Craven Clinical Commissioning

Name of partner representative

Position

Address

Telephone

E-mail

8.12 NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group

Name of partner representative

Position

Address

Telephone

E-mail

8.13 NHS Harrogate and Rural District Clinical Commissioning Group

Name of partner representative

Position

Address

Telephone

E-mail

8.14 NHS Scarborough and Ryedale Clinical Commissioning Group

Name of partner representative

Position

Address

Telephone

E-mail

8.15 NHS Vale of York Clinical Commissioning Group

Name of partner representative

Position

Address

Telephone

E-mail

8.16 The Department of Work and Pensions

Name of partner representative

Position

Address

Telephone

E-mail

Signatories

Signed on behalf of Craven District Council: _____

Position: _____

Date: _____

Signed on behalf of Harrogate Borough Council: _____

Position: _____

Date: _____

Signed on behalf of Hambleton District Council: _____

Position: _____

Date: _____

Signed on behalf of North Yorkshire County Council: _____

Position: _____

Date: _____

Signed on behalf of Richmondshire District Council: _____

Position: _____

Date: _____

Signed on behalf of Ryedale District Council: _____

Position: _____

Date: _____

Signed on behalf of Scarborough Borough Council: _____

Position: _____

Date: _____

Signed on behalf of Selby District Council: _____

Position: _____

Date: _____

Signed on behalf of North Yorkshire Police: _____

Position: _____

Date: _____

Signed on behalf of YORLMC North Yorkshire and York: _____

Position: _____

Date: _____

Signed on behalf of NHS Airedale, Wharfedale and Craven Clinical Commissioning

Group: _____

Position: _____

Date: _____

Signed on behalf of NHS Hambleton, Richmondshire and Whitby Clinical
Commissioning Group: _____

Position: _____

Date: _____

Signed on behalf of NHS Harrogate and Rural District Clinical Commissioning
Group: _____

Position: _____

Date: _____

Signed on behalf of NHS Scarborough and Ryedale Clinical Commissioning Group:

Position: _____

Date: _____

Signed on behalf of NHS Vale of York Clinical Commissioning Group:

Position: _____

Date: _____

Signed on behalf of The Department of Work and Pensions (North East Yorkshire and the Humber): _____

Position: _____

Date: _____

Appendix 1

The Scheme

The Partners have responded to the Government's request regarding the resettlement of Syrian refugees, confirming acceptance of approximately 200 refugees in the North Yorkshire area during the lifetime of the current Parliament.

The support needs of refugees are intensive especially in the first few weeks and months of resettlement. The rapid deployment of a range of services is required locally in order to ensure that refugees are provided with the right level of support to allow them to successfully integrate into the community. This involves housing, social care, education, health services, the DWP and police working closely together.

The Partners have identified the number of refugees that could be resettled based on housing capacity (social and private sector housing) and school places. The combined estimate overall is in the region of 200 individuals across the county.

A scattergun approach whilst ensuring that each district would be seen to be resettling its 'fair share' of refugees would make it difficult to co-ordinate support services and build sufficient capacity quickly enough. Placing refugees in some of North Yorkshire's more sparsely populated areas, where appropriate services are not available close by and where they are less likely to be able to live near to other refugees, would also risk their isolation.

Therefore the approach is to initially pilot resettlement in one area of North Yorkshire. The Partners have agreed that in Year 1 (2016/17), a number of families or individuals will be resettled in Craven, Harrogate and Selby districts. The rationale for this is the proximity of these districts to cultural facilities such as mosques and to other resettled Syrians in Leeds and Bradford. Such an approach will make it easier to comprehensively manage the process and build up expertise. A review of the process will then take place by the Programme Board before additional refugees are resettled in other suitable parts of the county - e.g. in Year 2 (2017/18) resettlement could be in Scarborough and Ryedale districts and in Year 3 (2018/19) in Hambleton and Richmondshire districts.

Proposed governance structure: North Yorkshire Syrian Refugee Resettlement Scheme

