





FUNDING FOR HEALTHCARE IN ENGLAND

IN SUPPORT OF THE

UNITED KINGDOM'S RESETTLEMENT PROGRAMMES

FINANCIAL YEAR 2017- 2018

Resettlement Programme

A joint unit between Home Office, Department for International Development (DfID), and Department for Communities and Local Government (DCLG)

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1. DEFINITIONS

- 1.1. "Additional Funding" means the Authority's financial contribution towards the Recipient's Eligible Expenditure incurred supporting Refugees with any additional secondary care costs in accordance with the terms of this Instruction.
- 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 exists and works for the benefit of the community rather than private shareholders <u>and</u> is registered as either a charity (<u>or</u> from 2013 as a charitable incorporated organisation), <u>or</u> a community interest company <u>or</u> a minister of religion of any faith, religion or denomination <u>and</u> 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 for a period of twenty four (24) Months following their arrival in the UK under the Programme.
- 1.5. "Day" means any calendar day Monday through Sunday (inclusive).
- 1.6. "Eligible Expenditure" means costs incurred by a Recipient (or a delivery partner) in furtherance of the healthcare outcomes described in Annex B.
- 1.7. The "Funding Instruction" (or the "Instruction") means this document which describes the conditions under which a Recipient may claim Funding.
- 1.8. "Funding" means the combination of Additional Funding and Per Capita Funding.
- 1.9. A "Month" means a calendar month.
- 1.10. An "**Overpayment**" means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.11. A "Party" means the Authority and a Recipient who has claimed Funding.
- 1.12. "Per Capita Funding" means the Authority's financial contribution for each Refugee supported by the Recipient in accordance with the terms of this Instruction.
- 1.13. 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.
- 1.14. "Primary Healthcare" means healthcare provided by a General Practitioner, practice nurse or similar professional who acts as the initial principal point of consultation and who may co-ordinate any other specialist(s) a Refugee might need.
- 1.15. A "**Recipient**" means any local or regional healthcare provider to whom the Authority has agreed to provide Funding under this Instruction as a contribution towards Eligible Expenditure incurred supporting a Refugee.
- 1.16. "Refugee" means an eligible person who, regardless of their nationality, has:
 - 1.16.1. been accepted as being vulnerable by the Authority following referral by the UN High Commissioner for Refugees (*UNHCR*), and

- 1.16.2. arrived in the UK having been admitted to the Programme, and
- 1.16.3. has been resettled in England.
- 1.17. The "Resettlement Programme" means the joint unit comprising staff from Home Office, Department for International Development (DfID) and Department for Communities and Local Government (DCLG), whose objective is to deliver the Programme.
- 1.18. "Secondary Healthcare" means healthcare, other than Primary Healthcare, including admission to hospital, treatment for acute conditions, support for mental health conditions, and specialist (e.g. oncological, coronary or psychiatric) treatment.
- 1.19. "Staff" means any person employed or engaged by the 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.
- 1.20. A "Working Day" means any day Monday to Friday (inclusive) excluding any recognised English public holidays.

2. SUMMARY

- 2.1. The Recipient is eligible to claim for healthcare expenditure incurred supporting Refugees brought to the UK under the Programme. The Authority will pay Per Capita Funding of £2,600 (two thousand six hundred pounds) for each Refugee supported by a Recipient. The Recipient can make a claim for Per Capita Funding by providing the Authority with the VPR number and evidence that the Refugee for whom the claim is being made has registered with an appropriate health provider. This evidence will normally consist of confirmation of registration with a GP.
- 2.2. The Per Capita Funding will be pooled on the basis of family groups.
- 2.3. The Recipient can also claim Additional Funding where any further Secondary Healthcare need is identified during the first twelve (12) Months following the Refugee's arrival in the UK and the pooled Per Capita Funding has been exhausted. The treatment may take place after the first twelve (12) Months has expired, but must be identified and agreed within the first twelve (12) Months after arrival.
- 2.4. The Authority will consider applications for any additional secondary care costs on a case-by-case basis and will endeavour to make further payments in full on receipt of application by the Recipient.
- 2.5. Claims for Additional Funding should, wherever possible, be made in advance of expenditure (see Clause 7.8). Such application(s) must be reasonable and evidenced.
- 2.6. The Additional Funding can be claimed for Secondary Healthcare, e.g. admission to hospital, treatment for acute conditions, specialist treatment, or provision of mental health support. More than one claim can be made per Refugee, where needs are identified in the first twelve (12) Months.

3. BACKGROUND

- 3.1. 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.
- 3.2. On 21 April 2016, the Vulnerable Children's Resettlement Scheme (VCRS) was announced. This scheme has been specifically tailored to resettle vulnerable and refugee children at risk (and their families). VCRS does not solely target unaccompanied children, but also extends to all 'Children at Risk' as defined by the UNHCR¹. It is open to all 'at risk' groups and nationalities from Turkey, Iraq, Lebanon, Jordan, and Egypt.
- 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 <u>wellbeing</u> of the vulnerable persons and the welcoming communities at the centre of decision making, and
 - 3.3.3. Delivers <u>value for money for the UK tax payer.</u>
- 3.4. On 6 October 2015, the development of a Community Sponsorship proposal to enable individuals, charities, faith groups, churches and businesses etc. to directly support vulnerable Syrian persons brought to the UK through the Programme was announced.
- 3.5. 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, who:
 - 3.5.1. have registered with the UNHCR in Turkey, Iraq, Lebanon, Jordan, Egypt; and
 - 3.5.2. the UNHCR consider meet one of their seven vulnerability criteria².

4. DURATION

- 4.1. This Instruction sets out the terms under which the Authority will make Funding available to the Recipient, in respect of Eligible Expenditure incurred supporting Refugees brought to the UK under the Programme during the period 1 April 2017 to 31 March 2018.
- 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.

¹ See Annex C

² See Annex C

5. SCOPE

- 5.1. Participating local and regional authorities have made commitments to provide support for Refugees for up to sixty (60) Months after their arrival in the UK, through the provision of initial reception arrangements, and access to accommodation, casework support, education (incl. language skills), and social care.
- 5.2. This Instruction sets out the terms under which the Authority will make Funding, as described at Article 7, available to participating Recipients in England (principally, but not exclusively, Clinical Commissioning Groups) in respect of Eligible Expenditure incurred supporting Refugees brought to the UK under the Programme for the period 1 April 2017 to 31 March 2018. The document should be read in conjunction with the relevant Medical Costs Workbook (the 'Workbook') at Annex A.
- 5.3. The Recipient shall be free to determine how best to utilise the Funding in delivering healthcare outcomes. For monitoring and Programme evaluation purposes the Recipient must be able to demonstrate that the Funding has been committed in supporting Refugees and furthering the aims of the Programme and should therefore keep records demonstrating this. The Authority does not, however, intend to formally audit a Recipient's expenditure for Funding.
- 5.4. The outcomes to be achieved are described at Annex B.
- 5.5. The Authority will provide Funding to cover Eligible Expenditure incurred supporting all Refugees, where the need for healthcare treatment is identified during the first twelve (12) Months following their arrival in the UK. The provision of treatment can take place after the first twelve (12) Months following their arrival in the UK.

6. CONFIDENTIALITY AND DATA SHARING

- 6.1. The Recipient undertakes to keep confidential and not to disclose, and to procure that its Staff keep confidential and do not disclose, any information which they have obtained by reason of this Instruction.
- 6.2. Nothing in this Article 6 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 6. Further, this Article 6 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.
- 6.3. 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 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:
 - 6.3.1. have in place appropriate policies and procedures to recognise and maintain the Refugee's need for confidentiality; and
 - 6.3.2. ensure that they do not release Refugees' details to any organisation not a Party to this Instruction.
- 6.4. 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 Refugee) in any way which is inaccurate or misleading.

- 6.5. 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.
- 6.6. 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.
- 6.7. All approaches made by any person or organisation not a Party to this Instruction in respect of this matter must be referred to the Authority's press office for their advice and/or action.
- 6.8. The provisions of this Article 6 shall survive the termination of this Instruction, however that occurs.

7. FUNDING

Eligible Expenditure

- 7.1. Monies provided must not be used for any purpose other than delivery of Programme outcomes detailed in Annex B, nor is it permissible to vire any such Funding elsewhere without the express consent of the Authority.
- 7.2. Any funding issues resulting from a Refugee moving permanently away from a Recipient's boundary area or changing Primary or Secondary Healthcare providers during the term of the Funding are to be resolved by the Recipient.
- 7.3. Funding may not be used:
 - 7.3.1. for any activity that is party-political in intention, use or presentation, or
 - 7.3.2. to support or promote religious activity³.

Payment

- 7.4. Payment for each Refugee supported by a Recipient will be at a standard Per Capita Funding rate⁴ set by the Authority.
- 7.5. The Per Capita Funding shall be £2,600 (two thousand six hundred pounds) per Refugee intended to cover:
 - 7.5.1. initial registration with health professionals and initial Primary Healthcare costs (at a cost of £600 per Refugee), and
 - 7.5.2. some initial Secondary Healthcare costs (at a cost of £2,000 per Refugee).
- 7.6. The Per Capita Funding will be aggregated on the basis of family groups, forming a pooled fund from which the Recipient can draw as required according to a Refugee's needs i.e. Per Capita Funding for each family group will be aggregated and used to cover the healthcare costs of each family member as required. Additional Funding will only be available if costs for the family group exceed the pooled Per Capita Funding available.
- 7.7. To claim the Per Capita Funding the Recipient must provide the Authority with the VPR number and suitable evidence that each Refugee for whom a claim is being made has

³ This will not include inter-faith activity

⁴ Funding rates are valid only for the duration of this Instruction; the Authority may adjust the Funding rates in future iterations. Recipients will be informed in advance where Funding rates are to be adjusted in this way.

registered with appropriate health providers. This evidence will normally consist of confirmation of registration with a GP. The Authority will not request any further evidence from the Recipient of how the Per Capita Funding has been committed. Where the Recipient commissions services through delivery partners, such as NHS England, they will make appropriate arrangements to reimburse their delivery partners from the Funding provided by the Authority.

- 7.8. The Recipient can submit an application for Additional Funding where any further Secondary Healthcare need is identified at any point during the first twelve (12) Months following the Refugee's arrival in the UK and the pooled Per Capita Funding is, or may reasonably be expected shortly to be, exhausted. The provision of treatment can take place after the first twelve (12) Months following a Refugee's arrival in the UK. The Authority will consider applications for any additional secondary care costs on a case-bycase basis and will endeavour to make further payments in full on receipt of a claim by the Recipient. Such an application must be reasonable, evidenced and agreed in advance of expenditure where possible. If the Recipient is making a claim for Additional Funding, they should contact the Authority's Health Claims inbox to discuss: health_claims@homeoffice.gsi.gov.uk
- 7.9. 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.

Overpayments

7.10. In the event that an Overpayment is identified by the Recipient, 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

- 7.11. The Authority's responsibility for providing financial support under this Instruction will cease on the twelve (12) Month anniversary of each Refugee's arrival into the UK under the Programme, or on the date on which the Refugee leaves the Programme, whichever is the earlier.
- 7.12. Payments will cease where a Refugee:
 - 7.12.1. dies;
 - 7.12.2. leaves the relevant local authority area to live in another local authority area;
 - 7.12.3. indicates that they no longer wish to receive support under the Programme;
 - 7.12.4. indicates that they are leaving the UK permanently;
 - 7.12.5. applies for or becomes subject to some other immigration status within the UK⁵: or
 - 7.12.6. otherwise leaves or becomes ineligible for the Programme
- 7.13. For the purposes of Clause 7.11, the twelve (12) Month period will commence on the date of the Refugee's arrival in the UK and will continue unbroken until the end of the twelve (12) Month period.

⁵ Excepting instances where a Refugee requests a change in immigration status in accordance with the 1 July 2017 policy announcement.

7.14. The Authority reserves the right to cease making payments through this Instruction in regard to a Refugee if it has reasonable grounds to believe that the Refugee has sought to deceive the Authority, the Recipient, a delivery partner or a partner agency in relation to their circumstances, including their inclusion on the Programme or their activities whilst so involved.

8. DATA RECONCILIATION AND PAYMENTS

- 8.1. The Recipient shall complete claims for payment in the form set out in the Workbook. A copy of the Workbook, together with instructions for completion, is at Annex A.
- 8.2. Estimated cost information should be recorded in the Workbook (see attached spreadsheet and Annex A).
- 8.3. The Recipient must complete a Workbook or submit a nil return <u>each quarter</u> and submit it electronically to the Authority:

Email: health_claims@homeoffice.gsi.gov.uk

- 8.4. The updated version of the Workbook should capture costs relating to Refugees newly arrived during the quarter. Any exceptionally high cost cases (i.e. cases where the total cost of treatment is expected to exceed £25,000) are to be highlighted in the Workbook. The Recipient will have the opportunity to make representations to the Authority 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 Funding paid must be notified by the Recipient to the address noted at Clause 8.3 within three (3) Months of payment being received by the Recipient, following reconciliation against the Authority's records. The Recipient must make every effort to submit claims in a timely manner
- 8.5. 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 or change of BACS payments is as follows:

Supplier Details

- 1. Registered name of company
- 2. Trading name of company
- 3. Company registration number
- 4. Vat registration number

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

Supplier Address Details

- 1. Registered Address
- 2. Credit Control/Finance Address

Payment Details

- 1. Bank Name
- 2. Branch name and address
- 3. Company Bank Account Name
- 4. Bank Account Number
- 5. Bank Account Sort Code

- 8.6. In the event of a change in bank details, the 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 8.5.
- 8.7. Payments will be made within Thirty (30) Days of receipt of a correctly-completed claim.
- 8.8. Payments will be referenced 'SRP/VCRS (Health) 17/18 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/VRCS Health Group (or 'SRP/VCRS Health Additional Costs Group', as appropriate) 17/18 POA Mths 8-9'. The Recipient should advise their cashiers' department accordingly.
- 8.9. For each Refugee, the Authority will meet healthcare costs which are identified within the first twelve (12) Months after their arrival in the UK, even if the treatment does not take place until after the twelve (12) Months has expired. Final checks will be carried out to ensure that the payments already made accurately reflect the Funding to which the Recipient is entitled. Payments made as a result of claims 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 Workbook **must not** be altered.
- 8.10. The Authority will review expenditure regularly and reserves the right to adjust payments and Funding rates to ensure that the Recipient is reimbursed appropriately for Eligible Expenditure incurred.
- 8.11. The Recipient must **record** expenditure in their accounting records under appropriate accounting standards in a way that the relevant costs can be simply extracted if required. Throughout the year, the SRP Funding team will work with the Recipient to ensure the accuracy of claims.

9. MONITORING & EVALUATION

- 9.1. The Recipient should itself manage and administer the quality and level of delivery relating to the healthcare support it provides to Refugees.
- 9.2. Visits may be made from time to time by the Authority or its appointed representatives, including the National Audit Office. The Recipient must be able to demonstrate that it has claimed and used Funding appropriately and in a way which supports the objectives of the Programme. In all cases, to assist with monitoring and evaluation of the Programme, the Recipient shall supply the Authority with all such financial information as may be reasonably requested from time-to-time, on an open book basis.
- 9.3. The Authority may require the Recipient to provide information and documentation regarding Refugees for monitoring and evaluation purposes. In responding to such requests, the Recipient shall at all times comply with relevant data protection legislation
- 9.4. The Authority may also require the Recipient to clarify information or documentation that it has provided for these purposes.

10. BREACH OF FUNDING CONDITIONS

- 10.1. 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 10.2 occur, then the Authority may reduce, suspend, or withhold Funding, or require all or any part of the relevant Funding to be repaid by the Recipient. In such circumstances, the Recipient must repay any amount required to be repaid under this Clause 10.1 within twenty (20) Working Days of receiving the demand for repayment.
- 10.2. The events referred to in Clause 10.1 are as follows:
 - 10.2.1. 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
 - 10.2.2. 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
 - 10.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

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. ACTIVITIES - GENERAL

Conduct and Performance

- 12.1. The Recipient must take all reasonable steps to ensure that they and anyone acting on their behalf shall:
 - 12.1.1. 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; or
 - 12.1.2. possess all the necessary visas, 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).
- 12.2. The Recipient and/or its delivery partners shall develop, maintain and implement procedures enabling Refugees to complain about the support and assistance provided by the Recipient.
- 12.3. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
- 12.4. The Recipient shall implement the Programme in compliance with the provisions of the Data Protection Act 1998.

Sub-contracting

- 12.5. When procuring works, goods or services the Recipient must ensure that it complies with its statutory obligations, for example the regulations as transposed into national Law from the EU Directives on Public Procurement (2014) i.e. in England & Wales the Public Contracts Regulations 2015 [PCR2015]. In any event, the Recipient shall demonstrate value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services to support the delivery of the Programme.
- 12.6. 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.

13. DISPUTE RESOLUTION

- 13.1. 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.
- 13.2. The Parties may settle any dispute using a dispute resolution process which they agree.
- 13.3. If the Parties are unable to resolve a dispute in line with the requirements of Clauses 13.1 or 13.2, 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.
- 13.4. 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 13.3 of this Instruction.

14. CONTACT DETAILS

14.1. For queries relating to this Instruction or the submission of payment applications, please contact the Authority with details, or for further information:

Tel: 020 8196 5598

e-mail: health_claims@homeoffice.gsi.gov.uk

ANNEX A – EXPENDITURE CLAIM PRO-FORMA

[See attached document]

MEDICAL COSTS WORKBOOK - NOTES FOR USE

Title Sheet:

Name of Healthcare Provider: Insert the relevant CCG or Local Health Board name here.

Period Covered: Insert the **last day of the quarter** in the format "DD/MM/YY" – e.g. "31/12/17" for December 2017, which would cover the quarter October – December 2017

Summary Sheet

Note – please do not enter anything in the shaded fields.

Healthcare Provider: this will populate automatically once the Title Sheet is completed.

Column A – Insert the VPR Number which relates to the Refugee for whom you are claiming Funding. There should be one row for each Refugee. Note that the VPR Number relates to a group of arrivals and not a specific Refugee

Column B – insert the number of individuals in the VPR Group for whom you are claiming Funding

Column C – insert the date of arrival of the VP Group for whom you are claiming Funding

Columns D – F will populate automatically. Please do not make any entries here

Column D is the amount to be paid for primary care costs. The value is the number of Refugees in the VPR Group x £600

Column E is the amount to be paid for initial secondary care costs. The value is the number of Refugees in the VPR Group x £2,000

Column F is the amount to be paid for social care costs. The value is the number of Refugees in the VPR Group x £520

Columns G-J is the total Additional Funding being claimed. These are provided in more detail on the Supporting Information worksheets

Column K is the total to be paid – i.e. the sum of Columns C – E

Columns L-N – these columns are for Authority use

Note – once you have claimed Per Capita Funding for a VPR Group, they should not be included in subsequent claims, **unless** you are claiming Additional Funding

Supporting Information Sheets

In column A, insert the VPR Number which relates to the Refugee(s) for whom you are claiming. There should be a separate information sheet for each VPR Group.

Please create additional sheets if necessary, but please ensure that the relevant figures are reflected in the summary sheet

Healthcare Funding Instruction 2017/18

Column A – insert the VPR Number related to the Refugee for whom you are seeking treatment

Column B – select the type of care provided from the drop-down list

Column C - Insert a brief description of the treatment required

Column D - insert the estimated cost of the treatment being proposed

ANNEX B - STATEMENT OF OUTCOMES

1. Initial Action

- 1.1 The Recipient will ensure that each Refugee is registered with such Primary Healthcare providers as are necessary, reasonable and appropriate, including (but not confined to):
 - 1.1.1 General Practitioner
 - 1.1.2 Dentist
 - 1.1.3 Any other medical resource as might be considered necessary, reasonable and appropriate in the circumstances.

2. Secondary Action

- 2.1 The Authority will provide Per Capita Funding for any Primary or Secondary Healthcare treatment required by the Refugee during the initial twelve (12) Months following their arrival, after which responsibility will revert to mainstream NHS services. The Recipient will deliver, or work with appropriate healthcare commissioners to ensure delivery of, such healthcare and interventions as it deems appropriate and reasonable in the circumstances.
- 2.2 The Authority will provide Additional Funding for any Secondary Healthcare treatment needs identified during the initial twelve (12) Months following their arrival. The Secondary Healthcare treatment can take place after the initial twelve (12) Months.
- 2.3 The Recipient must identify specific cases where total estimated healthcare costs are likely to exceed £25,000.
- 2.4 The Recipient will be responsible for ensuring that the Authority holds sufficient accurate information to allow payment of funds via the BACS system, as described in Article 8 (of the main Terms and Conditions).

ANNEX C - UNHCR VULNERABILITY CRITERIA

The Authority is responsible for identifying suitable Refugees for resettlement to the UK in liaison with the United Nations High Commission for Refugees (UNHCR) based upon the following seven vulnerability criteria⁶:

- 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

*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.
- **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

⁶ As defined in the UNHCR's Resettlement Handbook (<u>http://www.unhcr.org/46f7c0ee2.pdf</u>)

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 refoulement**⁷: 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.

⁷ Refoulement means the expulsion of persons who have the right to be recognised as refugees.

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• 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.