



Home Office



Ministry of Housing,
Communities &
Local Government

FUNDING HEALTHCARE IN ENGLAND IN SUPPORT OF THE RESETTLEMENT SCHEME

FINANCIAL YEAR 1 April 2019 – 31 March 2020

Resettlement Programme

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

Lunar House

Croydon

CR9 2BY

Date of issue - May 2019

Version 1



© Crown copyright [2019]

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3 or write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or email: psi@nationalarchives.gsi.gov.uk.

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at www.gov.uk/government/publications

Any enquiries regarding this publication should be sent to us at ResettlementLAPaymentsTeam@homeoffice.gov.uk

Contents

1. Definitions	2
2. Summary	5
3. Background	6
4. Scope	7
5. Duration	8
6. Transparency, Confidentiality, Data Protection and Data Sharing	9
7. Reimbursement	11
8. Cessation of Payment	13
9. Data Reconciliation and Payments	14
10. Monitoring & Evaluation	16
11. Breach of Funding Conditions	17
Annexes	21
Annex A – Medical Costs Workbook (Notes for completion)	22
Annex B – Statement of Outcomes	24
Annex C – UNHCR Vulnerability Criteria	25

1. Definitions

- 1.1. The “**Authority**” means the Secretary of State for the Home Department acting on behalf of the Crown through the Resettlement Scheme.
- 1.2. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.3. A “**Community Sponsor**” (or “**Sponsor**”) means a group or organisation which:
- a. exists and works for the benefit of the community rather than private shareholders, and
 - b. is registered as either a charity (or from 2013 as a charitable incorporated organisation), or a community interest company, or is an individual or body falling within Section 10(2)(a) of the Charities Act 2011, and
 - c. which has been approved by the Authority to support Refugees brought to the UK through The Scheme.
- 1.4. “**Data Protection Legislation**” means (i) the General Data Protection Regulations (“GDPR”) 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 (“DPA 2018”) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy.
- 1.4. “**Delivery Partner**” means any Third-Party whether an organisation or an individual working with the Recipient, whether remunerated or not, in the delivery of this Funding Instruction for the provision of the Purpose.
- 1.5. “**Eligible Expenditure**” means expenditure incurred by the Recipient in accordance with and/or in order to achieve the Purpose or as otherwise agreed between the Parties, the outcomes described in Annex B.
- 1.6. “**Full Community Sponsorship**” means the programme developed by the Authority to enable Community Groups to support Refugees for a period of twenty-four (24) Months following their arrival in the UK under The Scheme.
- 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 (additional)**” means the Authority’s financial contribution towards a Recipient’s eligible expenditure incurred supporting Refugees with any additional secondary care costs in accordance with the terms of this Instruction.
- 1.9. “**Funding (per capita)**” means the Authority’s financial contribution for each Refugee supported by the Recipient in accordance with the terms of this Instruction.

Healthcare Funding Instruction (1 April 2019 – 31 March 2020)

- 1.10. **“Funding”** means the combination of Funding (additional) 1.8 and Funding (per capita) 1.9.
- 1.11. **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) in force.
- 1.12. A **“Month”** means a calendar month.
- 1.13. A **“Party”** means the Authority and a Recipient who has claimed Funding.
- 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 a participating 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 Refugees.
- 1.16. A **“Refugee”** means an eligible person who, regardless of their nationality, has:
- a. been accepted as being vulnerable by the Authority following referral by the UN High Commissioner for Refugees (*UNHCR*) (see Annex C), and
 - b. arrived in the UK having been admitted to the Scheme, and
 - c. been resettled in England.
- 1.17. **“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.
- 1.18. **The Scheme**” 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.
- 1.19. **“Staff”** means any person, whether on a permanent, interim or contingent labour contract or as a volunteer, who is either directly employed or engaged by a Recipient for the purposes of supporting The Scheme and the operation of this Instruction.
- 1.20. **“Statement of Outcomes”** means the outcomes to be achieved by the Recipient as described in Annex B.

Healthcare Funding Instruction (1 April 2019 – 31 March 2020)

- 1.21. The “**Resettlement Programme**” means the joint unit comprising staff from Home Office and Ministry for Housing, Communities and Local Government (MHCLG), whose objective is to deliver The Scheme.
- 1.22. 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 Scheme. The Authority will make a per capita payment of £2,600 (two thousand six hundred pounds) for each Refugee supported by a Recipient. The Recipient can make a claim for this Funding (per capita) 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 Funding (per capita) will be pooled on the basis of family groups.
- 2.3. The Recipient can also claim Funding (additional) where any additional Secondary Healthcare need is identified and treated during the first twelve (12) Months following the Refugee's arrival in the UK and the pooled fund has been exhausted. Note that funding may only be claimed for treatment which takes place during the first twelve (12) Months after arrival in the UK
- 2.4. The Authority will consider applications for any additional Secondary Healthcare costs on a case-by-case basis and will endeavour to make further payments in full, on receipt of an application by the Recipient.
- 2.5. To make an application for Funding (additional) you should contact the Authority (see paragraph 7.5), in advance of expenditure where possible. The application must be reasonable and evidenced.
- 2.6. The Funding (additional) can be made for Secondary Healthcare. More than one claim can be made per Refugee, where treatment takes place in the first twelve (12) Months.

3. Background

- 3.1. On 7 September 2015, the UK Government committed to supporting the global effort to relieve the humanitarian crisis for up to 20,000 vulnerable Syrian persons from the Middle East and North Africa (MENA) region through the provision of resettlement opportunities into communities within the UK (Syrian Resettlement Programme) in a way that:
 - a. Secures national security and public protection, and
 - b. Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
 - c. Delivers value for money for the UK tax payer.
- 3.2. On 6 October 2015, the development of a Full 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 Scheme was announced.
- 3.3. On 21 April 2016, the Vulnerable Children's Resettlement Scheme was created with the purpose of resettling up to a further 3,000 vulnerable individuals regardless of their nationality, but specifically children at risk and their families, from the Middle East and North Africa (MENA) region.
- 3.4. On 3rd. July 2017, the Home Secretary announced that the scope of the Syrian Vulnerable Person's Resettlement Scheme (VPRS) had been widened with immediate effect, enabling the United Nations High Commission for Refugees (the 'UNHCR') to refer the most vulnerable refugees in the MENA region who have fled the Syrian conflict, regardless of their nationality.
- 3.5. The Scheme is run in partnership with the UNHCR. They demonstrate 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, over the life of the Parliament, who:
 - a. have registered with the UNHCR in Turkey, Iraq, Lebanon, Jordan, Egypt and other countries across the MENA region as a result of the current crisis; and
 - b. the UNHCR consider meet one of their seven Resettlement Submission Categories which are set out at Annex C.

4. Scope

- 4.1. 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), healthcare, and social care.
- 4.2. This Instruction sets out the terms under which the Authority will make Funding, as described at Clause 7.2, 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 Scheme for the period 01 April 2019 to 31 March 2020. The document should be read in conjunction with the relevant Medical Costs Workbook (the 'Workbook') at Annex A.
- 4.3. The Recipient shall be free to determine how best to utilise the Funding in delivering healthcare outcomes. For the purposes of monitoring and evaluating the Scheme the Recipient must be able to demonstrate that the Funding has been committed in supporting Refugees and furthering the aims of The Scheme and should therefore keep records demonstrating this. The Authority does not, however, intend to formally audit the Recipients' expenditure for Funding.
- 4.4. The outcomes to be achieved are described at Annex B.
- 4.5. The Authority will provide Funding to cover reasonable and legitimate healthcare costs incurred in supporting all Refugees where the treatment is carried out during the first twelve (12) Months following their arrival in the UK.

5. Duration

- 5.1. Claims in accordance with this Instruction shall be valid for Eligible Expenditure arising from 1 April 2019 to 31 March 2020.
- 5.2. 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.

6. Transparency, Confidentiality, Data Protection and Data Sharing

6.1. The Recipient acknowledges that grant funded arrangements issued by government departments may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency and accountability.

6.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.

6.3. 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.

6.4. The Recipient shall ensure that any personal information concerning any Refugee disclosed to them in the course of delivering The Scheme is treated as confidential and should only be disclosed to a third party in accordance with the provisions of Data Protection legislation. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:

6.4.1. have in place appropriate policies and procedures to recognise and maintain the Refugee's need for confidentiality; and

6.4.2. ensure that without the consent of a Refugee, details of that individual Refugee are not released to any organisation not party to this Instruction.

6.5. The Recipient shall not use any information which they have obtained as a result of delivering The Scheme (including, without limitation, any information relating to any Refugee) in any way which is inaccurate or misleading.

6.6. 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.

6.7. 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.

Healthcare Funding Instruction (1 April 2019 – 31 March 2020)

6.8. All approaches made by any person or organisation not party to this Instruction in respect of funding provided to deliver The Scheme must be referred to the Authority's press office for their advice and/ or action.

6.9. Prior to departure for the UK, Refugees will have signed a consent form confirming their willingness to share personal data with executive bodies and relevant delivery partners. The Authority will retain these forms and will allow inspection by the Recipient as requested.

6.10. The Authority also expects the Recipient to share relevant information on the delivery of The Scheme and on Refugees with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with relevant deliverers of The Scheme which flows down the terms of the Data Sharing Protocol (Annex D).

6.11. Where applicable, the Recipient and the Authority are required to comply with the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.

6.12. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.

6.13. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.

6.14. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in Annex D.

6.15. The provisions of this Article 6 shall survive the termination of this Instruction, however that occurs.

7. Reimbursement

- 7.1. Funding provided must not be used for any purpose other than achieving delivery of The Scheme's outcomes detailed in this Instruction, nor is it permissible to vire any such funds elsewhere without prior written consent from the Authority
- 7.2. Payment for each Refugee supported by a Recipient will be at a standard Funding (per capita) rate¹ set by the Authority.
- 7.3. The Funding (per capita) shall be £2,600 (two thousand six hundred pounds) per capita intended to cover:
 - 7.3.1. initial registration with health professionals and initial Primary Healthcare costs (at a cost of £600 per person), and
 - 7.3.2. some initial Secondary Healthcare costs (at a cost of £2,000 per person).
- 7.4. The Funding (per capita) 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. Funding (per capita) for each family group will be aggregated and used to cover the healthcare costs of each family member as required. Funding (additional) will only be available if costs for the family group exceed the pooled Funding (per capita) available.
- 7.5. To receive the Funding (per capita) the Recipient needs to provide the Authority with the VPR number and suitable evidence that Refugees for whom a claim is to be made have 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 Funding (per capita) has been committed. Where the Recipient commissions services from other providers, such as NHS England, they will make appropriate arrangements to reimburse those providers from the Funding provided by the Authority.
- 7.6. The Recipient can submit an application for Funding (additional) where any additional Secondary Healthcare treatment is carried out at any point during the first twelve (12) months following the Refugee's arrival in the UK and the pooled fund is, or may reasonably be expected shortly to be, exhausted. The Authority will consider applications for any additional Secondary Healthcare costs on a case-by-case basis and will endeavour to make further payments in full on receipt of application 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 Funding (additional), they should contact the Authority's Health Claims inbox to discuss:
health_claims@homeoffice.gov.uk

¹ Funding rates are valid only for the duration of this Instruction; future iterations may, from time to time, adjust the Funding rates by the Authority. Recipients will be informed in advance where payments are to be adjusted in this way.

Healthcare Funding Instruction (1 April 2019 – 31 March 2020)

- 7.7. 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.

8. Cessation of Payment

- 8.1. The Authority's responsibility for providing Funding under this Instruction will cease on the twelve (12) Month anniversary of each Refugee's arrival into the UK under The Scheme or on the date on which the Refugee leaves The Scheme, whichever is the earlier.
- 8.2. Funding will also cease where a Refugee:
 - 8.2.1. Dies;
 - 8.2.2. leaves the relevant local authority area to live in another local authority area;
 - 8.2.3. indicates that they no longer wish to receive support under The Scheme;
 - 8.2.4. indicates that they are leaving the UK permanently;
 - 8.2.5. applies for or becomes subject to some other immigration status within the UK; or
 - 8.2.6. otherwise leaves or becomes ineligible for The Scheme.
- 8.3. For the purposes of Clause 8.1, 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.
- 8.4. The Authority reserves the right to cease Funding 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 relevant Recipient or a partner agency in relation to their circumstances, including their inclusion on the Scheme or their activities whilst so involved.

9. Data Reconciliation and Payments

- 9.1. The Recipient shall complete applications for payment in the form set out in the Workbook. A copy of the Workbook, together with instructions for completion, is at Annex A.
- 9.2. Estimated cost information should be recorded in the Workbook (see attached spreadsheet and Annex A).
- 9.3. The Recipient must complete a Workbook each **quarter** and submit it electronically to the Authority:
Email: health_claims@homeoffice.gov.uk
- 9.4. The updated version of the Workbook should capture costs relating to new arrivals 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 amounts paid must be notified by the relevant Recipient to the address noted at Clause 9.3 within three (3) Months of payment being received by the Recipient, following reconciliation against the Authority's records. Recipients must make every effort to submit claims in a timely manner
- 9.5. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information. The information which the Authority requires to allow 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

Supplier Address Details

1. Registered Address
2. Credit Control/Finance Address

Contact Details

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

Payment Details

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

- 9.6. For security reasons, any changes to payment information must be:
- 9.6.1. dated and signed by the Finance Director (or other senior finance manager) and
 - 9.6.2. submitted in pdf format.
- 9.7. Payments will be made within thirty (30) Days of receipt of a correctly-completed claim.
- 9.8. Payments will be referenced
- 9.8.1. **449 - FY VPRS or VCRS – month of arrival - Primary Care – CCG name** and
 - 9.8.2. **449 - FY VPRS or VCRS – month of arrival - Initial Secondary Care – CCG name**. The Recipient should advise their cashiers' department accordingly.
- 9.9. 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 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 Workbook **must not** be altered.
- 9.10. 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.
- 9.11. 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 Resettlement Operations Payments team will work with the Recipient to ensure the accuracy of claims.

10. Monitoring & Evaluation

10.1. 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 Scheme. In all cases, to assist with monitoring and evaluation of The Scheme, 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.

10.2. 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

10.3. The Authority may also require the Recipient to clarify information or documentation that it has provided for these purposes.

11. Breach of Funding Conditions

- 11.1. 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 11.2 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 relevant Recipient. In such circumstances, the relevant Recipient must repay any amount required to be repaid under this Clause 11.1 within twenty (20) Working Days of receiving the demand for repayment.
- 11.2. The events referred to in Clause 11.1 are as follows:
- 11.2.1. 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
 - 11.2.2. 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
 - 11.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

12. CONTACT DETAILS

- 12.1. For queries relating to this Instruction or the submission of payment applications, please contact the Authority with details, or for further information:
e-mail: health_claims@homeofficegov.uk

13. ACTIVITIES – GENERAL

Sub-contracting

- 13.1. When procuring works, goods or services the Recipient must ensure that it complies with its statutory obligations, for example the regulations as transposed into national Law from the EU Directives on Public Procurement (2014) i.e. the Public Contracts Regulations 2015 in England, Northern Ireland & Wales. In any event, the Recipient shall demonstrate value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services to support the delivery of The Scheme.
- 13.2. Where the Recipient enters into a contract (or other form of agreement) with any third party for the provision of any part of The Scheme, 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.
- 13.3. The Recipient must take all reasonable steps to ensure that anyone acting on its behalf shall not bring the Authority or The Scheme into disrepute; for instance, by

reason of prejudicing and/or being contrary to the interests of the Authority and/or The Scheme.

Complaints

- 13.4. The Recipient and/or its Delivery Partners shall develop, maintain and implement procedures enabling:
- 13.4.1. Refugees to complain about the support and assistance provided by the Recipient,
 - 13.4.2. Reporting and management of 'cases of interest'². 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.

Standards

- 13.5. At all times whilst delivering The Scheme, the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government's "Supplier Code of Conduct"³ which outlines the standards and behaviours that the government expects of all its Recipients of Funding.
- 13.6. The Recipient shall:
- 13.6.1. ensure that the recruitment, selection and training of its Staff, are consistent with the standards required for the performance of the outcomes,
 - 13.6.2. fully equip and train its 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,
 - 13.6.3. ensure that its Staff levels are appropriate at all times for the purposes of the delivering The Scheme and ensure the security and well-being of all Refugees, dependent children and its Staff,
 - 13.6.4. take all reasonable steps to ensure that they and anyone acting on their behalf shall possess all the necessary qualifications, licences, permits, skills and experiences to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient), and
 - 13.6.5. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by appropriately senior staff. All Staff must be aware of these policies and of how to raise any concerns.
 - 13.6.6. that all applicants for employment in connection with the Scheme are obligated to declare on their application forms any previous criminal convictions subject always to the provisions of the Rehabilitation of Offenders Act 1974.
- 13.7. In addition, the Recipient shall ensure that all Staff:
- 13.7.1. have the right to work in the United Kingdom under applicable immigration law, and

² The Authority will provide guidance on 'cases of interest' upon request

³ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- 13.7.2. are suitable and of good character to provide support to Refugees. Consideration must be given to eligibility for Disclosure and Barring Service (DBS2) checks. Where such checks reveal prior criminal convictions that might reasonably be regarded as relevant to the appropriateness of the individual to have unsupervised access, particularly to children under the age of 18, or where such checks are not possible because of identification issues, the Recipient shall follow its internal policy and carry out an appropriate risk assessment before an offer of employment is made, and
- 13.7.3. who are likely to have unsupervised access to children under the age of 18 have been instructed in accordance with the relevant national child protection guidelines e.g. for people working in England, DfE's Working Together to Safeguard Children, 2015, and Local Safeguarding Children Boards' guidance and procedures, and
- 13.7.4. 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.
- 13.8. The Recipient shall, on request, provide the Authority with details of all its Staff.
- 13.9. The Recipient shall, on request, provide the Authority with CVs and/or job descriptions for all Staff.
- 13.10. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
- 13.11. The Recipient shall implement The Scheme in compliance with the provisions of the Data Protection Legislation.

14. INDEMNITY

- 14.1. 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.

15. DISPUTE RESOLUTION

- 15.1. 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.
- 15.2. The Parties may settle any dispute using a dispute resolution process which they agree.
- 15.3. If the Parties are unable to resolve a dispute in line with the requirements of Clauses 15.1 or 15.2, 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.

Healthcare Funding Instruction (1 April 2019 – 31 March 2020)

The mediation will start no later than ten (10) Working Days after the date of the ADR Notice.

- 15.4. The performance of the obligations which the Recipient has under this Instruction will not cease or be delayed because a dispute has been referred to mediation under Clause 12.3 of this Instruction.

Annexes

Annex A – Medical Costs Workbook – Notes for completion

Annex B – Statement of Outcomes

Annex C – UNHCR's Seven (7) Vulnerability Categories

Annex D – Data Sharing Protocol (DSP)

Annex A – Medical Costs Workbook (Notes for completion)

Separate Medical Costs workbooks must be completed for VPRS (VPR) or VCRS (RVC) arrivals – do not mix the two claims

Title Sheet: Name of Healthcare Provider: Insert the relevant CCG name here.

Period Covered: Insert the **last day of the quarter** in the format “DD/MM/YY” – e.g. “31/12/18” for December 2018, which would cover the quarter October – December 2018

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 or RVC Group Number which relates to the Refugees for whom you are claiming reimbursement. There should be one row for each VPR or RVC Group. Note that the VPR or RVC Number relates to a group of arrivals and not a specific individual.

Column B – insert the number of individuals in the VPR or RVC Group for whom you are claiming funding.

Column C – insert the date of arrival of the VPR or RVC Group for whose costs you are being reimbursed.

Columns D-E 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 people in the VPR or RVC Group x £600.

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

Columns F-I are the total of additional costs which require reimbursement. These are provided in more detail on the Supporting Information worksheets.

Column J is the total to be paid – i.e. the sum of Columns D-I.

Columns K-M – these columns are for Authority use.

Note – once you have claimed tariff Funding (per capita) for a VPR or RVC Group, they must not be included in subsequent claims, **unless** you are claiming Funding (additional) costs

Supporting Information Sheets

In column A, insert the VPR or RVC Number which relates to the individual(s) for whom you're seeking payment. There should be a separate information sheet for each VPR or RVC Group.

Healthcare Funding Instruction (1 April 2019 – 31 March 2020)

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

Column A – insert the VPR or RVC Number related to the VP 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 Funding (per capita) 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 Funding (additional) for any Secondary Healthcare treatment needs identified during the initial twelve (12) Months following their arrival. The healthcare treatment must take place within the initial twelve (12) Months to be eligible for this Funding.
- 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 9 (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 Resettlement Submission Categories⁴:

- 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:
 - (i) 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
 - (ii) children aged 12-17 who lack documentation to prove their age and who
 - (iii) face other protection risks (child labour, child marriage, child recruitment, children detained or in conflict with the law) who are at particular risk

⁴ As defined in the UNHCR's Resettlement Handbook (<http://www.unhcr.org/46f7c0ee2.pdf>)

Healthcare Funding Instruction (1 April 2019 – 31 March 2020)

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 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

Healthcare Funding Instruction (1 April 2019 – 31 March 2020)

hours 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 refoulement⁵*: Person below the age of 18 who is at risk of being returned to the frontiers of territories where his/her life or freedom would be threatened, or where he/she is at risk of persecution for one of more grounds of the 1951 Refugee Convention, including interception, rejection at the frontier or indirect refoulement.
- *Children at risk of not attending school*: Person below the age of 18 who is unable or unwilling to attend school or is at heightened risk of interruption or discontinuation of his/her education.
- *Children survivors of (or at risk of) violence, abuse or exploitation, including Sexual and Gender-Based Violence (SGBV)*: Person below 18 years of age, who is at risk of physical and/or psychological violence, abuse, neglect or exploitation. The perpetrator may be any person, group or institution, including both state and non-state actors.

⁵ Refoulement means the expulsion of persons who have the right to be recognised as refugees.

Annex D – Data Sharing Protocol (DSP)

- 1.1. The aim of this DSP is to provide a set of principles for information sharing between the Authority and the Recipient.
- 1.2. This DSP sets out the rules that the Recipient must follow when handling information classified as “personal data” by Data Protection Legislation in force.¹

2. DATA PROTECTION LEGISLATION

- 2.1. The Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The Data Protection Legislation requires that all transfers of information fall within its six data protection principles. The Recipient, when processing personal data in connection with the Instruction, must comply with these principles of good practice.
- 2.2. Personal data must be processed in accordance with the following six data protection principles:
 - a) processed lawfully, fairly and in a transparent manner in relation to individuals;
 - b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
 - c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;

¹ Data Protection Legislation in force, namely:

a) EU General Data Protection Regulation and Data Protection Act 2018.

- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

3. SECURITY

3.1. The Recipient and its Staff shall exercise care in the use of information that they acquire in the course of their official role, and to protect information which is held by them in accordance with the Data Protection Legislation. Such measures include:

- not discussing information about a Beneficiary in public; and
- not disclosing information to parties who are not authorised to have access to the shared information.

3.2. In addition to the above, the Recipient must ensure that:

- personal data received is processed solely for the purposes of discharging their obligations for supporting Beneficiaries under this Instruction;
- all personal data received is stored securely;
- only people who have a genuine need to see the data will have access to it;
- information is only retained while there is a need to keep it, and destroyed in line with government guidelines;
- all reasonable efforts have been taken to warrant that the Recipient does not commit a personal data breach;
- any information losses, wrongful disclosures or personal data breaches originating from the Authority are reported to the Authority's Security team at:

HOSecurity-DataIncidents@homeoffice.gov.uk

- The Authorities, Security Team and Data Protection Officer will provide direction on the appropriate steps to take e.g. notification of the Information Commissioner's Office (ICO) or dissemination of any information to the Beneficiaries;
- The responsibility to notify the HO is not withstanding any internal policies SMPs may have regarding reporting data breaches to the ICO.

- Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.3. Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.4. The Authority will make available further information as to what constitutes a personal data breach upon request.

3.5. As public-sector bodies the Authority and the Recipient are required to process personal data in line with Her Majesty's Government Security Policy Framework (HMG SPF) guidance issued by the Cabinet Office when handling, transferring, storing, accessing or destroying information assets.

4. SUBJECT ACCESS REQUESTS

4.1. The Authority and the Recipient will answer any subject access or other requests made under the Data Protection Legislation that it receives for the data where it is the Controller for that data. In cases where such a request is received, both the Authority and the Recipient shall:

- consult the other before deciding whether or not to disclose the information;
- allow the other a period of at least five (5) working days to respond to that consultation;
- not disclose any personal data that would breach the principles of the Data Protection Legislation; and
- give proper consideration to any arguments from the other as to why data should not be disclosed, and where possible reach agreement before any disclosure is made.

5. DATA TO BE SHARED

5.1 The Authority will share with the Recipient the following documents on a Refugee:

5.1.1 UNHCR Resettlement Referral Form (RRF)

5.1.2 Migration Health Assessment form (MHA)

5.1.3 Best Interest Assessments and Determinations

5.1.4 Pre-departure Medical Screening Form (PDMS)

5.2 The above documents will contain the following personal information on a Refugee:

UNHCR Resettlement Registration Form (RRF)

- biographic data for each Refugee including marital status, religion, ethnic origin, contact details in host country;
- Education, skills and employment summary;
- known relatives of the principal applicant and spouse not included in referrals submission;
- summary of the Basis of the Principal Applicant's Refugee Recognition²;
- Need for resettlement³;
- specific needs assessment⁴;
- the number of people within a family due to be resettled, age and gender or family members;
- the language spoken;
- ability to communicate in English; and
- any known specific cultural or social issues⁵.

MHA Form

- consent from Refugee to conduct a medical examination;
- consent from the Refugee to Medical Advisors to disclose any existing medical conditions to the Authority necessary for the resettlement process⁶.

Best Interest Assessments and Determinations

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

PDMS Form

- biographic data for each refugee that requires this form;
- Medical information in relation to the refugee including medical history, updates on treatments and medication, on-going care requirements.

² Classed as sensitive personal information under Data Protection Legislation.

³ Classed as sensitive personal information under Data Protection Legislation.

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

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

⁶ Classed as sensitive personal information under Data Protection Legislation.

⁷ Depending on the content, this could be classed as potentially sensitive personal information under Data Protection Legislation.

6. STORAGE, RETENTION AND DESTRUCTION SCHEDULE

- 6.1. The Recipient will keep all personal information shared securely in accordance with the handling instructions associated with the information security classifications as well as its own data retention and destruction schedules.

- 6.2. Recipients will not retain the personal information for longer than is necessary for the purpose of resettlement activity as outlined in the funding instruction.
- 6.3. A regular review shall be conducted by the Recipient to assess the necessity of retaining the Refugee's personal data. Once the data is no longer relevant for those purposes it will be destroyed securely.

7. CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION

- 7.1. The Recipient shall provide the Authority with reasonable co-operation and assistance in relation to any complaint or request made in respect of any data shared under this data sharing arrangement, including providing the Authority with any other relevant information reasonably requested by the Authority.
- 7.2. Any operational issues or disputes that arise as a result of this DSP must be directed in the first instance to the Resettlement Programme Strategic Regional leads.

8. STAFF RESPONSIBILITIES

- 8.1. Staff authorised to access a Beneficiary's personal data are personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 8.2. Staff should know how to obtain, use and share information they legitimately need to do their job.
- 8.3. Staff have an obligation to request proof of identity, or takes steps to validate the authorisation of another before disclosing any information requested under this DSP.
- 8.4. Staff should uphold the general principles of confidentiality, follow the guide-lines set out in this DSP and seek advice when necessary.
- 8.5. Staff should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal. Criminal proceedings might also be brought against that individual.

9. FREEDOM OF INFORMATION REQUESTS

- 9.1. Both the Authority and the Recipient will answer any requests made under the Freedom of Information Act 2000 that it receives for information that it holds solely as a result of, or about, this data

sharing arrangement. In such cases where such a request is received, both the Authority and the Recipient shall:

- consult the other before deciding whether or not to disclose the information;
- allow the other a period of at least five (5) working days to respond to that consultation; and
- not disclose any personal data that would breach the principles of the Data Protection legislation.

10. METHOD OF TRANSFER OF A BENEFICIARY'S PERSONAL DATA

- 10.1. The Authority will use a secure process, known as MOVEit, to transfer the data which allows internal and external users to share files securely and shall provide the interaction between the parties.
- 10.2. The Recipient shall be given access to MOVEit over a web-based browser. Once this arrangement is operative, the Recipient shall, to the extent from time to time specified by the Authority, be required to use MOVEit for the purpose of its interface with the Authority under this Memorandum.
- 10.3. A list of authorised Staff should be available for inspection if requested by the Authority.

11. RESTRICTIONS ON USE OF THE SHARED INFORMATION

- 11.1. All information on a Refugee that has been shared by the Authority must only be used for the purposes defined in Section 3 of this DSP, unless obliged under statute or regulation or under the instructions of a court. Therefore, any further uses made of the personal data will not be lawful or covered by this DSP.
- 11.2. Restrictions may also apply to any further use of personal information, such as commercial sensitivity or prejudice to others caused by the information's release, and this should be considered when considering secondary use of personal information. In the event of any doubt arising, the matter shall be referred to the Authority whose decision – in all instances – shall be final.
- 11.3. A full record of any secondary disclosure(s) must be made if required by law or a court order on the Beneficiary's case file and must include the following information as a minimum:
 - date of disclosure;
 - details of requesting organisation;
 - reason for request;
 - what type(s) of data has been requested;
 - details of authorising person;
 - means of transfer (must be by secure); and
 - justification of disclosure.

- 11.4. The restrictions on secondary disclosures as set out in paragraph 11.1 and 11.2 of this DSP apply equally to third party recipients based in the UK and third-party recipients based outside the UK such as international enforcement agencies.

12. AUDITS

- 12.1. The Recipient agrees that it may be audited at the request of the Authority to ensure that the personal data has been stored and/or deleted appropriately, and that they have conformed to the security protocols set out in this DSP.
- 12.2 The Authority confirms that no other information would be reviewed or audited or this purpose.

