



Home Office

# **FUNDING HEALTHCARE IN ENGLAND**

In support of the Afghan Citizens Resettlement Scheme and Afghan Relocation and Assistance Policy and eligible British Nationals

FINANCIAL YEAR 2024 – 2025

Grant Reference Number: 392

Resettlement Operations  
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# 1. Definitions

- 1.1. The “**Authority**” means the Secretary of State for the Home Department acting through the Resettlement Scheme on behalf of the Crown.
- 1.2. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.3. A “**Beneficiary**” means: (i) those resettled under the Afghan Citizens Resettlement Scheme (ACRS) and their immediate dependants (including family members of British Nationals); and (ii) those relocated under the Afghan Relocation and Assistance Policy (ARAP) scheme and their immediate dependants under Pathway 2; and (iii) eligible British Nationals (iv) in addition the ACRS has been expanded to include those who have been recognised as Refugees by UNHCR and resettled to the UK under ACRS Pathway 2; and (v) those relocated under ACRS Pathway 3 (Stage 2); and (vi) those resettled under ACRS Pathway 1 – Separated Families. **Defined as each adult, child and baby arriving in the UK.**
- 1.4. “**Branding Manual**” means the HM Government of the United Kingdom of Great Britain and Northern Ireland’s Branding Manual “Funded by UK Government” first published by the Cabinet Office in November 2022, including any subsequent updates from time-to-time.
- 1.5. A “**British National**” means a person who holds one of the six types of British nationality. The six types are set out here: [Types of British nationality: Overview - GOV.UK \(www.gov.uk\)](https://www.gov.uk/types-of-british-nationality/overview)
- 1.6. “**Civil Society**” (as defined in the Civil Society Strategy) means individuals and organisations when they act with the primary purpose of creating social value, independent of state control. By social value we mean enriched lives and a fairer society for all.
- 1.7. “**Civil Society Strategy**” means the strategy that sets out how government will work with and support civil society in the years to come, so that together we can build a country that works for everyone.
- 1.8. A “**Clause**” means clauses in this Funding Instruction.
- 1.9. “**Code of Conduct**” means the Code of Conduct for Recipients of Government General Grants first published by the Cabinet Office in November 2018, including any subsequent updates from time-to time.

- 1.10. “**Commencement Date**” means the date on which the Funding Instruction comes into effect and from which Eligible Expenditure may be claimed, being the 01 April 2024.
- 1.11. “**Communities for Afghan**” means the project where Citizens UK is working with the Government (via MHCLG) to support the resettlement of households eligible for Pathways 2 and 3 of the Afghan Citizens Resettlement Scheme (ACRS) and the Afghan Relocations and Assistance Policy (ARAP).
- 1.12. A “**Community Sponsor**” (or “**Sponsor**” including the Communities for Afghans project) 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. has been approved by the Authority to support those resettled to the UK under the ACRS, the ARAP or the UK Resettlement Scheme (UKRS).
- 1.13. “The “**Community Sponsorship Scheme**” means the programme developed by the Authority to enable a Community Sponsor to support Refugees for a period of twenty-four (24) Months following their arrival in the UK under The Schemes.
- 1.14. “**Crown Body**” (or “**Crown**”) means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, ministers and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf.
- 1.15. “**Data Protection Legislation**” means (i) the UK GDPR, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, (iii) all applicable Law about the processing of Personal Data and privacy, and (iv) (to the extent that it applies) the EU GDPR.
- 1.16. The “**Data Sharing Protocol**” (or the “DSP”) means the set of principles detailed in Annex D which govern the processes and practicalities of information sharing between the Authority and the Recipient, and which the Recipient agrees to abide by and comply with.
- 1.17. “**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.
- 1.18. “**Duplicate Funding**” means funding received by the Recipient from a Third Party (including a Crown Body) which is intended to be used to deliver the

Purpose, and which has not been declared to the Authority. Alternate sources of funding where declared and accepted will not be considered Duplicate Funding so long as the Recipient can demonstrate what additionality (sustainability; volumes; scope; geography etc) this enables the Schemes to achieve.

1.19. **“Eligible Expenditure”** means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out the delivery, activities and operations of the Purpose by the Recipient ,as described in Annex B, during the Funding Period **01 April 2024 to 31 March 2025**, and comply in all respects with the eligibility rules set out in this Funding Instruction or as otherwise agreed between Parties.

1.20. **“EU General Data Protection Regulation” (‘EU GDPR’)** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data as it has effect in EU law.

1.21. **“Eligible British Nationals”** are those who:

a) were evacuated from Afghanistan by UK military, other NATO countries or regional state during Operation PITTING

**OR**

b) were assisted by HMG to leave Afghanistan after Operation PITTING, with this assistance commencing before 6 January 2022.

*[For the purpose of this funding instruction, assistance means eligibility was established by the FCDO for inclusion in Qatari Government charter flights from Kabul to Doha; or FCDO assistance to enable legal border facilitation from Afghanistan to a third country (such as submitting Note Verbales to host governments to seek permission for British Nationals to cross their borders).]*

**AND**

c) entered bridging accommodation OR presented as homeless to a council

1.22. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.

1.23. **“Funding (additional)”** means the Authority’s financial contribution towards a Recipient’s eligible expenditure incurred supporting Beneficiaries with any additional secondary care costs in accordance with the terms of this Instruction.

- 1.24. “**Funding (per capita)**” means the Authority’s financial contribution for each Beneficiary supported by the Recipient in accordance with the terms of this Instruction.
- 1.25. “**Funding**” means the combination of Funding (additional - 1.22) and Funding (per capita - 1.23).
- 1.26. “**Ineligible Expenditure**” means expenditure which has not been used for purposes compliant with the terms of the Grant Agreement and is not accepted as Eligible Expenditure. Specific exclusions are further detailed in [Article 9](#).
- 1.27. “**Information Acts**” means the Data Protection Legislation, Freedom of Information Act 2000 (‘FOIA’), the Environmental Information Regulations 2004 (‘EIR’) and any subordinate or amended legislation made under these Acts from time to time together with any guidance or codes of practice issued by the relevant government department(s) concerning the legislation.
- 1.28. “**Law**” means any applicable law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, with which the Recipient is bound to comply.
- 1.29. A “**Month**” means a calendar month.
- 1.30. An “**Overpayment**” means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.31. A “**Party**” means the Authority and a Recipient who has claimed Funding.
- 1.32. “**Personal Data**” has the meaning given to it in the Data Protection Legislation.
- 1.33. “**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) healthcare a Beneficiary might need.
- 1.34. 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 Beneficiaries.
- 1.35. A “**Refugee**” means a Beneficiary who, regardless of their nationality, has:
- 1.35.1. been accepted as being in need of resettlement by the Authority following referral by the United Nations High Commissioner for Refugees (UNHCR) (see [Annex C](#)), and
- 1.35.2. arrived in the UK having been admitted to the Scheme, and

- 1.35.3. been resettled in England.
- 1.36. “**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.
- 1.37. “**The Schemes**” for the purposes of this Funding Instruction, means the Afghan Citizens Resettlement Scheme (ACRS) and the Afghan Relocation and Assistance Policy (ARAP), plus Eligible British Nationals.
- 1.38. “**Social Value**” means the Authority’s commitments to delivering Value for money, environmental and social benefits, Net Zero by 2050, efficient use of resources, greater social inclusion, support for innovation, better risk management and improved supplier relationships. Modern Slavery Act 2015 and the Equality Act 2010. These principles are underpinned by the obligations laid down in the Social Value Act 2012, the Modern Slavery Act 2015 and the Equality Act 2010.
- 1.39. “**Staff**” means any person employed or engaged by the Recipient and acting in connection with the operation of this Instruction including the Recipient’s owners, directors, members, trustees, employees, agents, suppliers, volunteers, and Delivery Partners (and their respective employees, agents, suppliers, and Delivery Partners) used in the delivery of the funded outcomes.
- 1.40. “**Statement of Outcomes**” means the outcomes to be achieved by the Recipient as described in Annex B.
- 1.41. The “**Resettlement Services**” means the unit comprising staff from Home Office whose objective is to deliver the Schemes.
- 1.42. “**Third Party**” means any party whether person or organisation other than the Authority or the Recipient.
- 1.43. “**UK General Data Protection Regulations**” (‘**UK GDPR**’) means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (UK GDPR), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.
- 1.44. “**UK Subsidy Control Regime**” means the Subsidy Control Act 2022 that implements in domestic Law the United Kingdom’s international commitments and obligations in relation to the award of subsidies.



- 1.45. “**Value for money**” means securing the optimum combination of cost. Quality and effectiveness, including relevant Social Value over the whole period of use; it does not mean minimising upfront prices i.e. the lowest or cheapest option.
- 1.46. A “**Working Day**” means any day Monday to Friday (inclusive) excluding any recognised English public holidays.

## 2. This Instruction

- 2.1. This Instruction consists of sixteen (16) Articles, and five (5) Annexes and replaces any funding instructions previously issued by the Authority providing financial contributions towards Recipients' costs incurred supporting Beneficiaries.
- 2.2. The Recipient is eligible to claim for healthcare expenditure incurred supporting Beneficiaries who arrived in the UK under one of The Schemes stated in 3.1.1 and 3.1.2.
- 2.3. The Authority will make a per capita payment of £2,600 (two thousand six hundred pounds) for each Beneficiary supported by a Recipient. The Recipient can make a claim for this Funding (per capita) by providing the Authority with the Home Office reference number and evidence that the Beneficiary for whom the claim is being made has registered with an appropriate health provider. This evidence will consist of an accurately completed Medical Costs Workbook to support the Recipient's quarterly claim for arrivals.
- 2.4. The Funding (per capita) will be pooled on the basis of family groups.
- 2.5. 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 Beneficiary's arrival in the UK and the pooled fund has been exhausted.
- 2.6. Note that funding may only be claimed for treatment which takes place during the first twelve (12) Months after arrival in the UK.
- 2.7. 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.
- 2.8. To make an application for Funding (additional) you should contact the Authority (see paragraph 7.6), in advance of expenditure where possible. The application must be reasonable and evidenced.
- 2.9. The Funding (additional) can be made for Secondary Healthcare. More than one claim can be made per Beneficiary, where treatment takes place in the first twelve (12) Months.

## Legal Basis

- 2.10. The Authority is exercising the power conferred to it by Section 59(1)(e) and 59(2)(b) under Part 3 of the Nationality, Immigration & Asylum Act 2002 to make awards of grant funding.

## 3. Background

- 3.1. Claims can be made under this instruction for Beneficiaries who have arrived in the UK under the schemes stated at paragraphs 3.1.1 and 3.1.2, plus Eligible British Nationals.
- 3.1.1. The Afghan Citizens Resettlement Scheme (ACRS), which will prioritise those who have assisted the UK efforts in Afghanistan and stood up for values such as democracy, women's rights and freedom of speech, the rule of law; and vulnerable people, including women and girls at risk, and members of minority groups at risk. Spouses, partners, and dependent children under the age of 18 of identified eligible individuals will be eligible for the scheme. Other family members may be eligible in exceptional circumstances.
- 3.1.2. The Afghan Relocations and Assistance Policy (ARAP), which went live on 1 April 2021, offers relocation or other assistance to those who served alongside our armed forces in Afghanistan and provided important support to His Majesty's Government defence and security mission there, predominantly those who were employed directly, or in certain special cases via contractors, and who are assessed to be at serious risk as a result of such work. It is available to people regardless of rank or role, or length of time served, and builds on the long-standing support already available. The policy provides for the principal applicant to bring their close family members (spouse and under 18 children) to the UK and significantly expands the eligibility criteria from the previous scheme. Other family members may be eligible in exceptional circumstances. Claims under this instruction can only be made for Beneficiaries who started receiving support from a Recipient on or after 22 June 2021.
- 3.1.3. ACRS Pathway 2, was established to resettle refugees who have fled Afghanistan and referred for resettlement to the UK by the United Nations High Commissioner for Refugees (UNHCR) UNHCR refer individuals in accordance with their standard resettlement submission criteria, which are based on an assessment of protection needs and vulnerabilities.
- 3.1.4. ACRS Pathway 3 was designed to offer a route to resettlement for those at risk who supported the UK and international community effort in Afghanistan, as well as those who are particularly vulnerable, such as women and girls at risk and members of minority groups. In the first stage, the government is considering eligible, at-risk people for resettlement from three groups: British Council contractors, GardaWorld contractors and Chevening alumni. The Foreign, Commonwealth and Development Office has completed all eligibility decisions for Stage 1

of ACRS Pathway 3 and all those who submitted an expression of interest have been told the outcome.

- 3.1.5. ACRS Pathway 1 Stage 2: Separated Families pathway is intended to reunite families unintentionally separated during the events of Operation PITTING who were evacuated between the dates 13 August 2021 and 28 August 2021. The referral window for this pathway is time limited, closing 30 October 2024. The pathway is intended to restore immediate family units that continue to subsist in the same make up as prior to evacuation.
- 3.2. To further support these commitments, the Community Sponsorship Scheme and the Communities for Afghans Project have been developed enabling Sponsors to provide comprehensive wrap-around support to those resettled to the UK under the ACRS for a period of two (2) years.
- 3.3. The Schemes' primary purpose is to resettle Beneficiaries in a way that;
  - 3.3.1. Secures national security and public protection, and
  - 3.3.2. Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
  - 3.3.3. Delivers value for money for the UK taxpayer.

## 4. Scope

- 4.1. Participating local and regional authorities have made commitments to provide support for Beneficiaries for up to thirty-six (36) Months after their first arrival in the Recipient's area, 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 the United Kingdom (principally, but not exclusively, Integrated Care Boards or any successor organisations) in respect of Eligible Expenditure incurred supporting Beneficiaries brought to the United Kingdom under The Schemes for the period **01 April 2024 to 31 March 2025**. The document should be read in conjunction with the relevant Medical Costs Workbook (the 'Workbook') at [Annex A](#).
- 4.3. The Recipient must be able to demonstrate to the Authority that for every Beneficiary, the outcomes described in [Annex B](#) have been achieved. Outside of the outcomes described in [Annex B](#), the Recipient shall be free to determine how best to utilise the Funding in delivering healthcare outcomes and the Authority does not intend to formally audit the Recipients' expenditure for Funding.
- 4.4. Separately to the outcomes described in [Annex B](#), Recipients are encouraged to share their learning of how to best manage the complex health and wellbeing needs of Beneficiaries with other participating Recipients (usually Integrated Care Boards or any successor organisations, but local and regional authorities can also be included) to help support the integration of Beneficiaries in England.
- 4.5. The Authority will provide Funding to cover reasonable and legitimate healthcare costs incurred in supporting all Beneficiaries where the treatment is carried out during the **first twelve (12) Months** following their arrival in the Recipient's area in England.

## 5. Duration

- 5.1. Claims in accordance with this Instruction shall be valid for Eligible Expenditure arising from **01 April 2024 to 31 March 2025**.
- 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 and the Authority will comply at all times with its respective obligations under UK Data Protection Legislation.
- 6.5. The Recipient shall ensure that any personal information concerning any Beneficiary disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a third party in accordance with the provisions of UK 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;
  - 6.5.1. Have in place appropriate policies and procedures to recognise and maintain the Beneficiary's need for confidentiality; and
  - 6.5.2. Ensure that without the consent of a Beneficiary, details of that individual Beneficiary are not released to any organisation not party to this Instruction.
- 6.6. The Recipient shall not use any information which they have obtained as a result of delivering The Schemes (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 6.7. On receipt of personal data from the Authority, the Recipient will become an independent controller of that data in that the Recipient, in delivering The Schemes, will, at any time determine the purpose and means of the processing of personal data. In doing so they shall comply with the applicable Data



Protection Legislation in respect of their processing of such Personal Data, will be individually and separately responsible for its own compliance and with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of UK GDPR, and the measures shall, at a minimum, comply with the requirements of Data Protection Legislation, including Article 32 of the GDPR.

- 6.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any personal data breach to the Information Commissioner's Office within 72 hours of identifying the initial incident.
- 6.9. 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.
- 6.10. 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.
- 6.11. The Authority also expects the Recipient to share relevant information on the delivery of these Schemes and on Beneficiaries with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of these Schemes which flows down the terms of the Data Sharing Protocol.
- 6.12. All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund these Schemes must be referred to the Authority's press office for their advice and/or action.
- 6.13. 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.
- 6.14. 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.
- 6.15. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 6.16. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in [Annex D](#).

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

## 7. Funding

- 7.1. Funding provided must not be used for any purpose other than achieving delivery of The Schemes' 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 Beneficiary supported by a Recipient will be at a standard Funding (per capita) rate<sup>1</sup> set by the Authority.
- 7.3. The Funding 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 Beneficiary'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 Group Number (ARAP or ACRS) as suitable evidence that Beneficiaries for whom a claim is to be made have registered with appropriate health providers. This evidence will consist of an accurately completed Medical Costs Workbook to support the Recipient's quarterly claim for arrivals. 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 Beneficiary's arrival in the Recipient's area 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

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<sup>1</sup> 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.

full on receipt of an 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](mailto:health_claims@homeoffice.gov.uk)

- 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.
- 7.8. In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.

## 8. Overpayments

- 8.1. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, in order to avoid Overpayments.
- 8.2. In the event that an Overpayment is made, 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.

## 9. Eligible Expenditure and Limitations of Funding

- 9.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the outcomes. The Recipient may not use the Grant for any activities other than those required to achieve the outcomes and as more fully described in [Annex B](#), or as otherwise approved In Writing by the Authority.
- 9.2. The Authority's responsibility for providing Funding under this Instruction will cease on the twelve (12) Month anniversary of each Beneficiary's arrival to the Recipient's area under The Schemes or on the date on which the Beneficiary leaves The Schemes, whichever is the earlier.
- 9.3. Funding will also cease where a Beneficiary:
  - 9.3.1. dies;
  - 9.3.2. leaves the relevant local authority area to live in another local authority area;
  - 9.3.3. indicates that they no longer wish to receive support under The Schemes;
  - 9.3.4. indicates that they are leaving the UK permanently;
  - 9.3.5. applies for or becomes subject to some other immigration status within the UK; or
  - 9.3.6. otherwise leaves or becomes ineligible for The Schemes.
- 9.4. For the purposes of Clause 9.1, the twelve (12) Month period will commence on the date of the Beneficiary's arrival in the Recipient's area and will continue unbroken until the end of the twelve (12) Month period.

### Limitations of Funding Use

- 9.5. The Authority reserves the right to cease Funding:
  - 9.5.1. if it has reasonable grounds to believe that the Beneficiary has sought to deceive the Authority, the relevant Recipient, or a partner agency in relation to their circumstances, including their inclusion on The Schemes or their activities whilst so involved, or
  - 9.5.2. there is evidence of Duplicate Funding or Grant Fraud.
- 9.6. The Recipient shall not use the Grant to engage as a Delivery Partner, or member of Staff nor otherwise engage with Third Parties, known to demonstrate

vocal or active opposition to fundamental British values<sup>2</sup>, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas. The Authority shall inform the Recipient immediately if it becomes aware of any such activities or statements of any of the Recipient's Delivery Partners contrary to the values mentioned above and the Recipient shall cease its cooperation without delay.

**9.7.** The Grant may not be used to

- 9.7.1.** pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or
- 9.7.2.** enable one part of government to challenge another on topics unrelated to the Purpose, or
- 9.7.3.** petition the Authority or other Third Parties for additional funding, or
- 9.7.4.** pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy, or
- 9.7.5.** pay input VAT reclaimable by the Recipient from HMRC, or
- 9.7.6.** fund activity that may be party-political in intention, use, or presentation, or
- 9.7.7.** support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.

**9.8.** The limitations stated in clause 9.7 do not preclude the Recipient, or any Delivery Partner, from utilising any other source(s) of funding (i.e. not this Grant) to undertake these activities.

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<sup>2</sup> An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

## 10. Data Reconciliation and Payments

- 10.1. The Recipient shall complete applications for payment in the form set out in the Medical Costs Workbook. A copy of the Medical Costs Workbook, together with instructions for completion, is at [Annex A](#).
- 10.2. Estimated cost information should be recorded in the Medical Costs Workbook (provided separately).
- 10.3. The Recipient must complete a Medical Costs Workbook each **quarter** and submit it electronically to the Authority:

Email: [health\\_claims@homeoffice.gov.uk](mailto:health_claims@homeoffice.gov.uk)

- 10.4. The updated version of the Medical Costs 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 Medical Costs 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 10.3 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.
- 10.5. 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



**Payment Details****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

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

10.6. For security reasons and in accordance with Clause 10.5, any changes to payment information must be:

10.6.1. dated and signed by the Finance Director (or other senior finance manager) and

10.6.2. submitted in pdf format.

10.7. Payments will be made within thirty (30) Days of receipt of a correctly completed claim.

10.8. Payments will be referenced

10.8.1. 392/FY/ARAP or ACRS – ICB or equivalent/Month of arrivals/Primary Care/Claim reference number

10.8.2. 392/FY/ARAP or ACRS – ICB or equivalent/Month of arrivals/Initial Secondary Care/Claim reference number

10.9. 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 Medical Costs Workbook **must not** be altered.

10.10. 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.

10.11. 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 Services Payments team will work with the Recipient to ensure the accuracy of claims.

# 11. Monitoring & Evaluation

- 11.1. The Recipient should itself manage and administer the quality and level of delivery relating to the support it provides to Beneficiaries.
- 11.2. The Recipient shall monitor the delivery and success of the Schemes throughout the Funding period to ensure that the Purpose is being met and that this Instruction is being adhered to.
- 11.3. The Authority will require the Recipient to provide information and documentation regarding Beneficiaries for monitoring and evaluation purposes.
- 11.4. 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 Schemes. In all cases, to assist with monitoring and evaluation of The Schemes, 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.
- 11.5. The Authority may require the Recipient to provide information and documentation regarding Beneficiaries for monitoring and evaluation purposes. In responding to such requests, the Recipient shall at all times comply with relevant UK Data Protection Legislation.
- 11.6. The Authority may also require the Recipient to clarify information or documentation that it has provided for these purposes.

## 12. Breach of Funding Conditions

- 12.1. 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 12.2 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 12.1 within twenty (20) Working Days of receiving the demand for repayment.
- 12.2. The events referred to in Clause 12.1 are as follows:
- 12.2.1. 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
  - 12.2.2. 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
  - 12.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

## 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 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 Schemes.
- 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 Schemes, 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 Schemes into disrepute; for instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or The Schemes.

### Hours of Operation

- 13.4. The Recipient shall note that the Authority performs normal business during the hours of 09.00 to 17.00 on Working Days.
- 13.5. The Scheme shall be provided at a minimum on each Working Day. The Authority recognises that in the interests of efficiency the exact availability and timings of the various service elements will vary. It is envisaged that some out of hours provision will be required from the Recipient.
- 13.6. All premises used to deliver The Schemes elements should meet all regulatory requirements and be suitable for the purpose.

### Complaints

- 13.7. The Recipient and/or its Delivery Partners shall develop, maintain, and implement procedures enabling:
  - 13.7.1. Beneficiaries to complain about the support and assistance provided by the Recipient.

- 13.7.2. Reporting and management of ‘cases of interest’<sup>3</sup>. 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.

## Staff Standards

- 13.8. At all times whilst delivering The Schemes, the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government’s “Code of Conduct for the Recipients of Government General Grants”<sup>4</sup> which outlines the standards and behaviours that the government expects of all its Recipients of Funding.
- 13.9. The Recipient shall:
- 13.9.1. Ensure that the recruitment, selection, and training of Staff, are consistent with the standards required for the performance of the outcomes,
  - 13.9.2. Fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,
  - 13.9.3. Ensure that Staff levels are appropriate at all times for the purposes of delivering The Schemes and ensure the security and well-being of all Beneficiaries, dependent children, and its Staff,
  - 13.9.4. 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
  - 13.9.5. 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.
  - 13.9.6. 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.
- 13.10. In addition, the Recipient shall ensure that all Staff:

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<sup>3</sup> The Authority will provide guidance on ‘cases of interest’ upon request

<sup>4</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- 13.10.1. have the right to work in the United Kingdom under applicable immigration law, and
  - 13.10.2. are suitable and of good character to provide support to Beneficiaries.
  - 13.10.3. 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
  - 13.10.4. those 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
  - 13.10.5. 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.
- 13.11. The Recipient shall, on request, provide the Authority with details of all its Staff.
- 13.12. The Recipient shall, on request, provide the Authority with CVs and/or job descriptions for all Staff.
- 13.13. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
- 13.14. The Recipient shall implement The Schemes in compliance with the provisions of the Data Protection Legislation.

## 14. Liability

- 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. 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 15.3 of this Instruction.



## 16. Contact Details

- 16.1. 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@homeoffice.gov.uk](mailto:health_claims@homeoffice.gov.uk)

# Annexes

Annex A – Medical Costs Workbook – Notes for completion

Annex B – Statement of Outcomes

Annex C – UNHCR Vulnerability Criteria

Annex D – Data Sharing Protocol (DSP)

Annex E – Table of Amendments

## Annex A – MEDICAL COSTS WORKBOOK (Notes for completion)

**Separate Medical Costs Workbooks must be completed for ACRS or ARAP arrivals – do not mix the claims for the different cohorts.**

**Title Sheet: Name of Healthcare Provider:** Insert the relevant ICB (or other relevant organisation) name here.

**Period Covered:** Insert the **last day of the quarter** in the format “DD/MM/YY” – e.g. “31/12/21” for December 2021, which would cover the quarter October – December 2021

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

**Column B** – insert the number of individuals in the ACRS or ARAP Group for whom you are claiming funding.

**Column C** – insert the date of arrival of the ACRS or ARAP 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 ACRS or ARAP 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 ACRS or ARAP 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 ACRS or ARAP Group, they must not be included in subsequent claims, **unless** you are claiming Funding (additional) costs

### Supporting Information Sheets

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

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

**Column A** – insert the ACRS or ARAP Number related to the beneficiary for whom you are seeking treatment.

**Column B** – Insert type of care provided

**Column C** – Insert a brief description of the treatment required

**Column D** – insert the estimated cost of the treatment being proposed

**The Medical Costs workbook is provided as a separate document.**

## Annex B – STATEMENT OF OUTCOMES

### 1. Initial Action

- 1.1. The Recipient will ensure that each Beneficiary 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 Beneficiary 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 10 (of the main Terms and Conditions).

## Annex C – UNHCR RESETTLEMENT SUBMISSION CATEGORIES

The Authority is responsible for identifying suitable Refugees for resettlement to the UK under the UK Resettlement Scheme in liaison with the United Nations High Commission for Refugees (UNHCR) based upon the following seven resettlement submission categories<sup>5</sup>:

- 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

- **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 caregiver, 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 years 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.

<sup>5</sup> As defined in the UNHCR's Resettlement Handbook (<http://www.unhcr.org/46f7c0ee2.pdf>)

- **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 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 refoulement<sup>6</sup>:*** 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.

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<sup>6</sup> Refoulement means the expulsion of persons who have the right to be recognised as refugees.



## Annex D – DATA SHARING PROTOCOL

- 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 UK Data Protection Legislation in force.<sup>7</sup>

### 2. DATA PROTECTION LEGISLATION

- 2.1. The UK Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The UK Data Protection Legislation requires that all transfers of information fall within its seven data protection principles. The Recipient, when processing personal data in connection with the Instruction, must comply with these principles of good practice.

- 2.1. The seven GDPR principles are:

- (a) processed lawfully, fairly and in a transparent manner in relation to individuals (‘lawfulness, fairness and transparency’);
- (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 (‘purpose limitation’);
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed (‘data minimisation’);
- (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 (‘accuracy’);
- (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

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<sup>7</sup> Classed as Special Category Data under UK Data Protection Legislation.

GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation');

(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 ('integrity and confidentiality').

### 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 UK 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](mailto: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 Authority is not withstanding any internal policies the Recipients may have regarding reporting data breaches to the ICO.

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 His 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 ACCES REQUESTS

- 4.1. The Authority and the Recipient will answer any subject access or other requests made under the UK 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 UK 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 a variety of documents with the Recipient providing information on the Beneficiary/s. The type of data will be dependent on how and under which route the Beneficiary arrived in the UK, and may include:
  - 5.1.1. UNHCR Resettlement Registration Form (RRF);
  - 5.1.2. IOM Migration Health Assessment form (MHA);
  - 5.1.3. UNHCR Best Interest Assessments and Determinations;
  - 5.1.4. IOM Pre-departure Medical Screening Form (PDMS) and Pre-Embarkation Certificate (PEC).
  - 5.1.5. Video interview transcript (if available).

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

## 5.2 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;

Recognition ;

Need for resettlement ;

Specific needs assessment ;

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 issues .

## 5.3 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 process .

## 5.4 Afghan Family Questionnaire (where available)

# 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 Beneficiary'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 Local Authority Engagement Team 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 take 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 guidelines 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 UK 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 Beneficiary 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 for this purpose.

## ANNEX E: TABLE OF AMENDMENTS

Reference	Amendment
Throughout The Document	Dates updated to the relevant years
Cover page	Date of issue
Page 2 – para 1.4	Inclusion of new definition of “Branding Manual”
Page 2 – para 1.6	Inclusion of new definition of “Civil Society”
Page 2 – para 1.7	Inclusion of new definition of “Civil Society Strategy”
Page 2 – para 1.8	Inclusion of new definition of “Clause”
Page 2 – para 1.9	Inclusion of new definition of “Code of Conduct”
Page 3 – para 1.10	Inclusion of new definition of “Commencement Date”
Page 3 – para 1.12	Inclusion of new definition of “Communities for Afghans”
Page 3 – para 1.13	Inclusion of new definition of “Community Sponsorship Scheme”
Page 3 – para 1.14	Inclusion of new definition of “Crown Body”
Page 3 – para 1.15	Definition of “Data Protection Legislation” amended
Page 3 – para 1.18	Inclusion of new definition of “Duplicate Funding”
Page 4 – para 1.19	Definition of “Eligible Expenditure” amended
Page 4 – para 1.20	Inclusion of new definition of “EU General Data Protection Regulation”
Page 5 – para 1.26	Inclusion of new definition of “Ineligible Expenditure”
Page 5 – para 1.28	Inclusion of new definition of “Law”
Page 5 – para 1.30	Inclusion of new definition of “Overpayment”



Page 5 – para 1.32	Inclusion of new definition of “Personal Data”
Page 5 – para 1.35	Inclusion of new definition of “Refugee”
Page 6 – para 1.37	Inclusion of new definition of “The Schemes”
Page 6 – para 1.38	Inclusion of new definition of “Social Value”
Page 6 – para 1.41	Inclusion of new definition of “Resettlement Services”
Page 6 – para 1.42	Inclusion of new definition of “Third Party”
Page 6 – para 1.43	Inclusion of new definition of “UK General Data Protection Regulations”
Page 6 – para 1.44	Inclusion of new definition of “UK Subsidy Control Regime”
Page 6 – para 1.45	Inclusion of new definition of “Value for money”
Page 8 – para 2	Heading amended and clause 2.1 added
Page 8 – para 2.8	Reference to clause 7.5 replaced with 7.6
Page 9 – para 2.10	New section added ‘Legal Basis’
Page 10 – para 3.1.3 – 3.1.5	New clause added
Page 17 – para 7	Heading amended
Page 18 – para 7.8	New Clause added
Page 19 – para 8	New section added ‘Overpayments’
Page 20 – para 9.5 - 9.8	New section added ‘Limitations of Funding Use’
Page 23 – para 10.8.1	Wording amended - from CCG to ICB
Page 23 – para 10.8.2	Wording amended - from CCG to ICB
Page 24 – para 11	Clause 11.1 – 11.3 added
Page 26 – para 13.4	Clause added 13.4 – 13.6 ‘Hours of Operation’

Page 27 – para 13.8	Heading amended
Page 29 – para 14	Heading amended
Page 34 – Column B	The use of drop downs removed.
Page 39 – Annex D	Paragraph 2.2 expanded to include seven (7) GDPR principles.
Page 41 – para 3.5	Wording amended from Her Majesty's to His Majesty's.
Page 41 - para 5.1	Clause amended and 5.2 removed

