

MEMORANDUM OF UNDERSTANDING – SUPPORT ARRANGEMENTS FOR PEOPLE WITH NO RECOURSE TO PUBLIC FUNDS DURING THE COVID-19 EMERGENCY

1. Statement of Intent

- 1.1 This Memorandum of Understanding (MOU) is an agreement between the Department for Communities (DfC), the Department of Health (DoH) and the Northern Ireland Housing Executive (NIHE).
- 1.2 The agreement is not legally binding but represents the intention of the three parties in relation to the agreement between them to facilitate necessary arrangements for support for people with no recourse to public funds (NRPF) for the duration of the current Covid-19 emergency which requires support to be in place to enable shielding, self-isolation and social distancing for the period Government Public Health advice on social distancing remains in place.

2. Context

- 2.1 There is an urgent public health need for all residents to be protected from contracting Covid-19 and to reduce the public health risk by enabling people, including those in marginalised groups and with NRPF, to comply with government guidance on shielding, self-isolation and social distancing.
- 2.2 NRPF is an immigration condition restricting access to public funds, including many mainstream benefits such as welfare and housing. For the purposes of public health protection, local authorities need to respond to increasing requests for support from people with NRPF through social care or other housing routes.
- 2.3 For legislative reasons, the NIHE, the body with statutory responsibility for addressing homelessness, is precluded from housing individuals with NRPF.
- 2.4 This agreement covers the arrangements which have been agreed between the three parties to provide the necessary support arrangements for people with NRPF for the duration of the current Covid-19 emergency arrangements to ensure compliance with current Government public health advice.

3. Duration

- 3.1 This agreement will apply only for the period Government Public Health advice on social distancing remains in place, subject to the necessary budget cover being in place. The initial time period for support is limited to 12 weeks from initial provisioning under the NRPF subject to review and revision but may be extended should the Government Public Health advice on social distancing remain in force. The period of the agreement commences with the provision of accommodation to the first identified household.

- 3.2 The agreement may only be amended with the consent of all parties and can be terminated by any party serving 1 months' notice on the others.
- 3.3 Should the parties give such notice they will not be obliged to pay any further monies, except as required to meet legal and contractual obligations. The parties will have no commitment to provide any funding after the period of this agreement.
- 3.4 It is accepted by all parties that the period to which this agreement applies includes a period prior to the signing of the agreement. It is further accepted that all of the operating principles established by this agreement may not have applied to any historical placements.

4. Roles and Responsibilities

- 4.1 The NIHE will:
- Source and commission from appropriate providers suitable accommodation provision for presenting NRPF individuals and/or families, in line with any relevant legislation and best practice guidance on the provision of accommodation for vulnerable people, and also DoF Guidance on Managing Public Money including ensuring appropriate financial controls are in place;
 - Ensure steps are taken to establish a person has no recourse to public funds before resorting to funding via DoH;
 - On a case by case basis approach relevant HSC Trust, where practical and appropriate, to determine if any Trust commissioned accommodation is available. It is acknowledged that this will only be possible during normal working hours. DoH to provide the Housing Executive with contact details for relevant Trust leads in terms of accommodation.
 - Source and commission from appropriate providers arrangements for the provision of food to any individuals or families in receipt of accommodation;
 - Monitor implementation of these arrangements;
 - Maintain a record of all individuals and families supported through these arrangements, to include, where known, names, addresses, immigration status, as well as the weekly costs incurred and evidence of verification of expenditure; and
 - Provide a monthly report to DfC and DoH on these arrangements, to include numbers supported, costs (to include actual monthly costs, in addition to accumulated and projected costs), addresses of any

accommodation being used for these purposes, and any other information specified by DfC and DoH. No personal information will be shared with DfC or DoH as part of this reporting.

4.2 DfC will;

- Monitor the NIHE's operation of these arrangements to ensure compliance with all necessary statutory and good practice guidance requirements.

4.3 DoH will;

- Monitor implementation of the arrangements to ensure required support is provided to affected individuals and families, and compliance with Government Public Health advice is delivered to fullest possible extent;
- Maintain oversight of costs involved, both incurred and projected, and seek appropriate financial cover through bids to DoF to secure funding in relation to Covid 19.

5. Reporting Arrangements

5.1 The NIHE will report monthly to DfC on the operation of the scheme. DfC will monitor these reports, and provide a view to DoH on whether any expenditure incurred under this agreement is justified and in line with all relevant statutory and good practice requirements. Any deviation from estimated expenditure, including either under or over spends, must be flagged by DfC to DoH at the earliest possible opportunity (see below at Section 7). DoH will be provided with access to these reports on request.

6. Data Protection, Information Management and information sharing

6.1 All parties to this MOU are required to comply fully with Data Protection Law, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

6.2 As Data Controllers for the personal information processed as part of these arrangements the NIHE must keep effective records of activity instigated under this agreement and ensure that any information processing and information-sharing is compliant with the above data protection laws and other relevant legislation. They must also adhere to the principles set out under Article 5, GDPR, for any personal information processed and must identify under Article 6, GDPR the lawful basis for processing this data. As the information may indicate race/ ethnic origin of NRPF individuals, NIHE must further identify a relevant Article 9 condition for the processing of special category data under GDPR.

6.3 NIHE will be responsible for ensuring that all NRPF individuals are advised

about how their data will be handled and how their privacy will be managed via an appropriate Privacy Notice.

- 6.4 NIHE will ensure appropriate technical and organisation security to protect the integrity and confidentiality of the personal data they process as part of these arrangements.
- 6.5 No personal information relating to NRPF will be shared by NIHE with DfC or DoH as part of these arrangements.

7. Funding Arrangements

- 7.1 The costs of providing the necessary support for the 12 week period covered by this agreement have been estimated as £290K. This is on the basis of 40 households housed for 12 weeks at an estimated average weekly cost of £605 per household (accommodation of £500 plus food @ £105). It is acknowledged that the number of households requiring support may change. It is further acknowledged that the costs have been calculated based on estimates and individual costs for households may be greater or lesser than these averages. To ensure transparency in terms of monitoring costs related to the agreement, the NIHE will report through DfC to DoH as soon as possible:
 - if the number of households needing accommodation exceeds (or appears about to exceed) 40;
 - If the cost per household materially exceeds £605 per week (defined as more than 20%);
 - In the event that the time period needs to be extended beyond 12 weeks from initial provisioning under the NRPF.
 - The NIHE will notify DoH when it is anticipated that the number requiring accommodation is nearing 40, so that the MoU can be reviewed in a timely way to ensure that proportionate and necessary steps can continue to be taken by NIHE.

The NIHE will take steps to reduce this cost per household where possible (for example by using short term lets rather than hotel accommodation).

- 7.2 Once DoF approval of the bid is provided, DoH will provide the specified funding to DfC by way of technical transfer in the next monitoring round. The funding will be ring fenced for the purposes outlined in this MOU only. Any unspent funding must be returned to DoH before December monitoring.
- 7.3 DfC will allocate the funding to NIHE through their established allocation processes.
- 7.4 The funding will be administered in line with government accounting requirements and payments will be made on a monthly basis.
- 7.5 At the end of the period covered by this agreement, DfC and DoH will be provided by NIHE with a full statement of how the funding was allocated.

8. Monitoring of Performance

- 8.1 DfC will monitor the effectiveness of NIHE in operating these arrangements through their established ALB governance arrangements.
- 8.2 NIHE will provide DfC with monthly reports providing the information detailed in 4.1 above.
- 8.3 Any issues of concern around the operation of this agreement should be raised as a matter of urgency with DfC and DoH, who will liaise to agree appropriate action.
- 8.4 DfC and DoH can, at any point, request information on the operation of the arrangements and can seek views from stakeholders on their effectiveness.

9. Evaluation

- 9.1 NIHE will provide DfC and DoH with a report on the operation of these arrangements at the end of the period covered by this agreement.
- 9.2 DfC and DoH will jointly consider the findings and recommendations arising from feedback received and take appropriate action where necessary.
- 9.3 The MOU will be reviewed at the end of the 12 week time period from initial provisioning or earlier on request by one or more of the parties.

10. General

- 10.1 The first points of contact in relation to any matter around this Memorandum of Understanding are:

NIHE: Name Redacted
DfC: David Polley
DoH: Name Redacted

Tel:
Tel: I&S
Tel:

Signed on behalf of NIHE

Name _____ Signature _____
(CAPITALS)

Position _____ Date _____

Signed on behalf of DoH

Name _____ Signature _____
(CAPITALS)

Position _____ Date _____

Signed on behalf of DfC

Name _____ Signature _____
(CAPITALS)

Position _____ Date _____

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