

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

1. Statement of Intent

1.1 This Letter of Understanding (LOU) is an agreement between the Department for Communities (DfC), the Department of Health (DoH) and the Northern Ireland Housing Executive (NIHE).

1.2 This LOU is not legally binding but represents the intention of the three parties to bring a conclusion to the arrangements that are currently in place to support people with no recourse to public funds (NRPF) during the Covid-19 emergency. This has required support to be in place to enable shielding, self-isolation and social distancing in accordance with Government Public Health advice (or PHA specific advice in NI where applicable).

2. Context

2.1 In May 2020, the three parties concluded an MOU to address the 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 needed 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, was precluded from housing individuals with NRPF.

2.4 The MOU was first signed in May 2020 (subsequently extended on eight occasions to 30 June 2022) and set out arrangements between the three parties to provide the necessary support arrangements for people with NRPF for the duration of the Covid-19 emergency to facilitate compliance with then current Government public health advice.

3. Revised Memorandum of Understanding

3.1 The MOU expired on 30 June 2022. This revised agreement (LOU) will apply until 31 August 2022 only and cannot be further extended.

3.2 This LOU sets out the parameters of the ending of the agreement between the three parties, on the basis of the letter from the Minister of Health to the Minister for Communities dated 1 July 2022. In particular:

- DoH has agreed that the easement (£16,000) in funding previously provided for the period up to 30th June may be used by DfC and NIHE to facilitate the organised conclusion of this initiative.
- New applications or additions to the initiative are not permitted: support can only be provided for those already accommodated under the former MOU (ie already in accommodation placements on 30 June 2022), in order to provide further time to work with them to explore sustainable future housing options.
- This further support must in all circumstances have concluded by 31 August 2022.

4. Roles and Responsibilities

4.1 The NIHE will:

- Source and secure from appropriate providers suitable accommodation provision for the existing 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;
- Work intensively with the remaining people accommodated to, as far as possible, ensure that they find alternative accommodation arrangements before the end of the period covered by this LOU;
- Source and secure 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 DfC and DoH may reasonably require. 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 relevant or applicable statutory and good practice guidance requirements.
- Monitor implementation of the arrangements to ensure the scheme is brought to a conclusion by 31 August 2022

4.3 DoH will;

- Monitor implementation of the arrangements to ensure the scheme is brought to a conclusion by 31 August 2022;
- Maintain oversight of expenditure over the period of this LOU.

5. Reporting Arrangements

5.1 The NIHE will report to DfC on the operation of the scheme on 31 July and 31 August. DfC will monitor these reports, engage with the Housing Executive to confirm any expenditure is justified, and report to DoH on any expenditure incurred. Any deviation from estimated expenditure, including either under or over spends, will 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.

6. Data Protection, Information Management and information sharing

6.1 All parties to this LOU 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 individuals will be shared by NIHE with DfC or DoH as part of these arrangements.

7. Funding Arrangements

7.1 Funding available for the 2 month period covered by this agreement is £16,000. This funding is for the purposes of supporting the 14 individuals currently on the scheme. It is anticipated that number of individuals requiring during this period will gradually reduce and so the full quantum of funding may not be fully utilised.

7.2 DoH will provide the specified funding to DfC by way of technical transfer. The funding will be ring fenced for the purposes outlined in this LOU only. Any unspent funding must be returned to DoH.

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, as is reasonable, 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 operation of the agreement at the end of the period and take appropriate action where necessary.

10. General

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

NIHE Tel:

DfC: David Polley Tel:

DoH: Peter Toogood Tel:

Signed on behalf of NIHE

Name Name Redacted

Signature Personal Data

(CAPITALS)

Position ASSISTANT DIRECTOR

Date 26.7.22.

Signed on behalf of DoH

Name Peter Toogood

Signature Personal Data

(CAPITALS)

Position Director of Mental Health

Date 15 August 2022

Signed on behalf of DfC

Name DAVID POLLEY

Signature Personal Data

(CAPITALS)

Position Director, Housing Supply Policy

Date 28 July 2022

