

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF HEALTH,

THE PUBLIC HEALTH AGENCY

AND

THE SAFEGUARDING BOARD FOR NORTHERN IRELAND

August 2026

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INTRODUCTION

1. The Safeguarding Board for Northern Ireland is a partnership of 21 member bodies whose common purpose is to help safeguard and promote the welfare of children and young people in Northern Ireland and protect them as far as possible from all forms of neglect and abuse. The partnership is chaired by a person independent of the member agencies and receives corporate support from the Regional Agency for Public Health and Social Well-being (PHA) to facilitate the operation of the partnership.
2. This Memorandum of Understanding (MoU) is a tri-lateral agreement between the Department of Health (the Department), the PHA and the Safeguarding Board for Northern Ireland (SBNI). This MoU replaces the MoU dated January 2021 between the Department, the PHA and the SBNI.

PURPOSE OF THIS MOU

3. This MoU specifies the roles, responsibilities and obligations of the Department and the PHA in relation to the SBNI. It also sets out how the SBNI will relate to the PHA and the Department in accountability terms. A full description of the statutory objective, functions and duties of the SBNI is set out in separate guidance¹ to the SBNI. They are summarised below.
4. As the corporate host, the PHA will either provide or secure the necessary corporate services including, accommodation, financial management, IT, HR and legal services, necessary to meet the staffing, accommodation and running of the SBNI. The PHA will also employ the staff supporting the SBNI (the SBNI Central Support Team). This will enable the SBNI to effectively function within the resources made available to it by the Department.
5. The majority of the 'corporate' services will be provided to the SBNI on the same basis as they are available to all PHA staff and in accordance with the PHA's

¹ SBNI Guidance is currently under review.

Service Level Agreement (SLA) with the Business Service Organisation (BSO). However, where the SBNI requires services above and beyond those provided by the PHA's SLA with the BSO, the additional costs will be met by the SBNI from its budget. In particular, the SBNI will cover the costs associated with Equality Unit support², and its accommodation (including equipment, telephone rental and calls and other office running costs). The Chair of the SBNI and the SBNI Central Support Team will comply with PHA corporate policies and procedures in line with the compliance expected of any member of PHA staff.

6. This MoU does not affect existing statutory functions nor amend any other policies or agreements relating to the activities of the PHA or the SBNI. It is not a legally binding document; it is not a contract between partners, nor is it intended to cover every aspect of the relationship between the three parties. Each signatory agrees to work together within the framework outlined in this MoU.

The SBNI

7. The SBNI was established under the Safeguarding Board Act (NI) 2011 (SBNI Act)³ as an unincorporated statutory partnership. It is sponsored by the Department of Health. The SBNI is a multi-disciplinary interagency partnership, chaired independently from its members, and its statutory objective is to coordinate and ensure the effectiveness of what is done by each person or body represented on the SBNI (its members) for the purposes of safeguarding and promoting the welfare of children and young people in Northern Ireland. The statutory functions of the SBNI are:
 - i. to develop policies and procedures for safeguarding and promoting the welfare of children in Northern Ireland;
 - ii. to promote an awareness of the need to safeguard and promote the welfare of children;

² The SBNI is a designated Public Authority, as such it is subject to the statutory duties in s75(1) and (2) and consequently has to have an equality scheme approved by the Equality Commission.

³ The SBNI Act is available at: <http://www.legislation.gov.uk/nia/2011/7/contents>

- iii. to keep under review the effectiveness of what is done by members to safeguard and promote the welfare of children
- iv. to undertake case management reviews in such circumstances as may be prescribed;
- v. to review such information as may be prescribed in relation to deaths of children in NI⁴;
- vi. to advise the Department in relation to safeguarding and promoting the welfare of children:
 - i. as soon as reasonably practicable after receipt of a request for advice; and
 - ii. on such other occasions as the SBNI thinks appropriate.
- vii. to promote communication between the SBNI and children and young people; and
- viii. to make arrangements for consultation and discussion in relation to safeguarding and promoting the welfare of children.

The PHA

8. The PHA was established under section 12(1) of the Health and Social Care (Reform) Act (Northern Ireland) 2009 and is an Arm's Length Body (ALB) of the Department of Health. It delivers a range of health functions including:
 - i. health and social wellbeing improvement;
 - ii. health protection;
 - iii. public health support to commissioning and policy development; and
 - iv. HSC research and development.

In addition, PHA is a member of the SBNI under section 1(3) of the SBNI Act.

PHA Corporate Host Functions

9. The PHA will act as corporate host to the SBNI in accordance with Section 13 and 14 of The Safeguarding Board for Northern Ireland (Membership, Procedure,

⁴ This statutory duty has not yet commenced.

Functions and Committee) Regulations (Northern Ireland) 2012. This will require the PHA to provide corporate services relating to: the employment and appointment of staff to the SBNI; the provision of office and other accommodation to SBNI staff; and the upkeep of accommodation by way of maintenance, cleaning and other relevant accommodation services. This, in turn will require SBNI staff and the SBNI Chair to be able to access to a range of corporate services, including: HR, training, finance, IT, legal, equality proofing and advice and support in connection with complaints handling and information management.

10. The staff it employs to support the SBNI (The SBNI Central Support Team) will have access to the full range of corporate services available to any employee of the PHA. Some of these services will be provided by the Business Services Organisation under Service Level Agreement with the PHA. The performance of SBNI Central Support Team will be managed in accordance with the performance management arrangements of the PHA.
11. The Chair of the SBNI has line management for the SBNI Director of Operations. The SBNI Director of Operations remains an employee of the PHA and is covered by PHA HR policies and procedures.
12. The CEO of the PHA will nominate a PHA official to oversee relevant support arrangements for SBNI activity and to ensure compliance with statutory corporate responsibilities as a 'hosted' activity in PHA corporate frameworks & financial accounts.
13. The nominated PHA official will also act as the link between the Director of Operations and PHA Corporate Services. This will require the individual to keep corporate hosting arrangements under review and to work with the SBNI Director of Operations to address any issues arising relating to corporate hosting. Any issues that cannot be resolved between the Director of Operations and the nominated PHA official should be brought to the attention of the SBNI Chair and the Chief Executive of the PHA. If necessary, they may bring any unresolved

issues to the attention of the Director of Family and Children's Policy in the Department.

14. The PHA is a member agency of the SBNI and, in that role, must fulfil the duties ascribed to all member agencies, including the specific duty to cooperate under section 10 of the SBNI Act. The PHA must also play its role in the exercise of the SBNI's statutory functions and the delivery of its statutory objective. However, the PHA is not accountable for the overall performance of the SBNI in terms of its statutory objective, functions and duties. The Chair of the SBNI will account to the Department, through the Director of Family and Children's Policy, for the discharge of the SBNI's statutory objective, duties and functions.
15. While the financial allocation to support the operation of the SBNI is made to the PHA by the Department of Health, decisions relating to the use of the allocation in support of strategic and annual business plan objectives are a matter for the SBNI under the guidance and leadership of the Chair of the SBNI. However, the PHA will ensure that all expenditure mandated by the SBNI fully complies with financial legislation, policy and procedures. In addition, if the PHA is of the view that additional resources are required to effectively provide corporate services to the SBNI, this should be brought to the attention of the Department through the PHA sponsor branch.

The Department

16. On behalf of the Northern Ireland Executive, the Department sponsors and will provide funding to support the operation of the SBNI on an annual basis. Funding allocations will be made through the PHA. Expectations in connection with the funding allocation to the SBNI through the PHA are set out below (see Financial Management). On behalf of the Executive, the Department will continue to set the policy and legislative frameworks within which the SBNI operates and provide guidance as necessary. It will hold the SBNI to account for the exercise of its statutory objective, functions and duties through the Chair of the SBNI. It will hold the PHA to account for its corporate hosting role through the PHA Chief Executive. See Assurance and Accountability Arrangements below.

ASSURANCE AND ACCOUNTABILITY ARRANGEMENTS

PHA Corporate Host Responsibilities

17. The relationship between the PHA and the Department, and the framework within which the PHA operates as an ALB of the Department is specified in a Partnership Agreement between these bodies.
18. As an unincorporated statutory partnership, the SBNI will not have a separate Partnership Agreement. A copy of this MoU will be appended to the Partnership Agreement of the PHA.
19. The Chair of the SBNI and the PHA nominated official may be asked by the Department to attend a relevant section of the PHA/Department Accounting Officer-led assurance and accountability meetings if there are particular SBNI corporate host issues which require discussion. The CEO of the PHA will be advised in advance of the attendance of the Chair of the SBNI.
20. If requested, the SBNI Chair and/or the PHA nominated official will attend meetings of the PHA Governance and Audit Committee in relation to matters of relevance to the Committee arising from corporate hosting responsibilities/functions. The CEO of the PHA will be advised in advance of the attendance of the Chair of the SBNI.

SBNI Statutory Objective, Functions and Duties

21. The SBNI, through the Chair, will account directly to the Department for the exercise of its statutory objective, functions and duties. In accordance with guidance issued by the Department, the SBNI will develop a Strategic Plan and Annual Business Plans and in accordance with section 6 of the Safeguarding Board Act (Northern Ireland) 2011 will produce an annual report. See Performance against Objectives below.

22. Every four years, the SBNI, through the Chair, will submit to the Department a draft strategic plan setting out the strategic priorities for the next four years. It will set out how the SBNI will deliver on its statutory objective, functions and statutory duties. The plan will be subject to Departmental approval and will be supported by annual Business Plans.
23. In March each year, the SBNI, through the Chair, will provide the Department with a draft Business Plan for the year ahead (April to March). It will include key actions, supported by measures of success/expected outcomes, to be undertaken in the year ahead and will include financial information.
24. By October each year, the SBNI, through the Chair, will provide the Department with a draft annual report for the previous year.
25. As corporate host for the SBNI, the PHA does not have lead responsibility for the development of the SBNI Strategic and Business Plans, their review or approval. However as a statutory member of the SBNI, the PHA will be expected to contribute fully to the development of the SBNI's Strategic and Business Plans in line with the contributions expected of any SBNI member body. This could commit the PHA (as a member body of the SBNI) to priorities or actions specified in plans, either acting alone or in partnership with other SBNI member bodies. The Chair of the SBNI will formally meet with the Department's Director of Family and Children's Policy twice each year (May and October). The PHA nominated official may be asked to attend if there are particular SBNI corporate host issues which require discussion/resolution. The attendance by others at the meeting will be agreed by the Chair of the SBNI and the Director of Family and Children's Policy. These meetings will be minuted by the Department.

Performance Against Objectives

26. As indicated in paragraph 21, the SBNI is required to submit to the Department a draft 4-year Strategic Plan. The plan will reflect the SBNI priorities, strategic aims and objectives. It will set out how the SBNI will deliver on its statutory objective,

statutory functions and statutory duties. The plan will be subject to Departmental approval and will be supported by an annual Business Plan.

Declaration of Assurance to the PHA

27. In line with the corporate hosting arrangements, twice yearly, the Chair of the SBNI must provide a declaration of assurance to the PHA, confirming (or otherwise) that:

- The SBNI Central Support Team has adhered to all relevant PHA policies and procedures;
- The resources allocated to the SBNI by the Department have been deployed in full to further the statutory objective, functions, duties and strategic priorities of the SBNI identified in its Strategic Plan and annual business Plans;
- Any unused resources have been flagged to the PHA within a reasonable timescale.

28. The SBNI's declaration of assurance will inform the PHA's mid-year and year-end Assurance Statement and Governance Statement to the Department. In circumstances where the Chair cannot provide an assurance to the PHA in connection with any of the above, an explanation must be provided in the declaration.

FINANCIAL MANAGEMENT

29. As an unincorporated statutory partnership, the SBNI is unable to hold its own funds. It receives funds from the Department through the PHA and may receive funding from other sources. Any financial allocation from sources other than the Department must be declared to the PHA and must be held by the PHA.

30. The PHA will receive an annual financial allocation from the Department to enable the SBNI to meet its statutory objective, functions and duties. This funding will provide for both running costs including the staff, accommodation and services

provided by the PHA and the programme of activity agreed by the SBNI and included in its fully costed annual Business Plan.

31. Prior to the approval of the SBNI Business Plans, the Department may consult with the Chief Executive of the PHA in his/her role as Accounting Officer to establish whether there are any known financial issues that may impact on either the content or delivery of the SBNI plans. Where plans are subject to change after approval, the Department may further consult the Chief Executive of the PHA if this is deemed necessary.
32. The PHA will not use funds allocated for the SBNI for any other purpose. Any request for additional resources in respect of the SBNI must be referred to the Department. The PHA Accounting Officer will be advised of all requests and approvals of additional resources and expenditure, as he/she will be held accountable for this expenditure.
33. Details of all SBNI's financial allocations and expenditure will be included within the PHA Annual Accounts and subject to financial policy, governance and audit arrangements within the PHA. The PHA must be satisfied that the level of detail fully accounts for all SBNI financial allocations.
34. The Chair of the SBNI and the SBNI Central Support Team will comply with PHA Standing Financial Instructions (SFI) and all other financial policies and procedures of the PHA.
35. The SBNI and PHA will comply with Finance Director letters (FDs) issued by the Department of Finance and Managing Public Money (MPNI).
36. The Director of Operations will provide assurance to the Chief Executive Officer on an annual basis that responsibilities of the Accounting officer are carried out by the SBNI.

PROCUREMENT

37. Goods and Services will be procured by the SBNI Central Support Team in line with the normal HSC policies and procedures, as specified in PHA Standing Orders and Standing Financial Instructions , or through BSO PALS where this is required.
38. The SBNI will work with PHA in respect of any social care procurements it is undertaking and these will be included on the PHA Social Care Procurement Plan. They will be taken forward by the SBNI Central Support Team with access to the full range of guidance and advice from BSO PALS Social Care Procurement Unit (over threshold) and PHA staff (under threshold).

GOVERNANCE

Risk Registers

39. The SBNI must maintain its own internal Risk Register. It must inform the Department of risks identified in relation to the exercise of its statutory objective, functions and duties or the delivery of its Strategic Plan and/or Business Plan. It must inform the PHA of risks identified that relate to corporate hosting arrangements. The PHA must determine if any such risks should be included in its Risk Register and/or identified to the Department.

Business Continuity Plan

40. The Director of Operations will ensure the SBNI have and operate adequate business continuity arrangements independent to those of PHA. If required, the SBNI will liaise with the PHA in connection with Business Continuity Planning arrangements to ensure the continued functioning of the SBNI and/or PHA in the event of disruption to normal business.

Internal Audit

41. The SBNI will be included within the PHA annual Internal Audit work plan in respect of those areas relating to the PHA corporate host functions. The SBNI will provide Management Responses to relevant draft audit findings or recommendations and the SBNI Director of Operations will designate a senior member of the SBNI Central Support Team to undertake this function. Responses must be provided to Internal Audit within required timescales to enable it to finalise the report for submission to the PHA Governance and Audit Committee, in compliance with the standard Internal Audit reporting procedures of the HSC. Where it considers it necessary, the Department will establish separate audit arrangements for those areas for which the SBNI provides assurance directly to the Department.

Information Management

42. The remit of the PHA Data Protection Officer (DPO), Personal Data Guardian (PDG) and Senior Information Risk Owner (SIRO) encompasses the SBNI in respect of records generated by or held by the SBNI Central Support Team in pursuance of SBNI business. The SBNI Director of Operations will designate a senior member of the SBNI Central Support Team as Information Asset Owner (IAO) who will be responsible for ensuring that information is managed appropriately and for providing assurances to the SBNI via the Chair and the PHA. The IAO will participate in the PHA's Information Governance Steering Group.
43. The SBNI Central Support Team will comply with all the PHA Information Governance policies and procedures. PHA will provide advice and guidance relating to those policies and procedures.
44. Freedom of Information (FOI) requests relating to the work of the SBNI will be dealt with in accordance with PHA FOI policies and procedures. On receipt of a relevant FOI request by the PHA Information Governance Team, it will be forwarded to the SBNI IAO, who will identify the relevant SBNI information

handler. The response will be issued through the PHA, based on the SBNI information provided, PHA Information Governance advice and approval of the SBNI IAO.

Complaints Handling

45. Complaints relating to the work of the SBNI, will be dealt with through the normal PHA complaints procedure. SBNI staff will provide the necessary information and input to respond to the complaint. The PHA, and where appropriate, the Department (through the SBNI sponsor branch), will provide advice and guidance.
46. The Chair of the SBNI will inform the Permanent Secretary of the Department of any complaints about the SBNI accepted by the NI Public Services Ombudsman for investigation and about the SBNI's proposed response to any subsequent recommendations from the Ombudsman.
47. The SBNI Director of Operations will inform the PHA nominated official of any matters arising from complaints relating to any member of the SBNI Central Support Team.

Alerts

48. In a timely manner, the Chair of the SBNI must alert:
 - the Department of any matter which he/she considers would adversely impact the delivery of the SBNI's statutory objective, functions, duties or reputation or the reputation of the Department;
 - the PHA of any matter which would adversely impact the functions or reputation of the PHA.
49. In a timely manner, the PHA must alert:
 - the Chair of the SBNI and the Department of any matter which it considers would adversely impact the reputation of the SBNI.

- the Department of any matter arising from its SBNI corporate host responsibilities/functions, which would adversely impact the delivery of PHA functions or reputation or the reputation of the Department.

LEGAL SERVICES

50. The Departmental Solicitor's Office will provide legal services for matters relating to the SBNI's statutory objective, functions and duties. The PHA will secure legal services from the BSO Directorate of Legal Services for those matters relevant to the PHA's corporate hosting responsibilities/functions.

ACCOMMODATION AND EQUIPMENT

51. The PHA will provide agreed office accommodation, and standard office equipment for specific use by the SBNI Central Support Team and Chair of the SBNI. The costs of accommodation (including equipment, telephone rental and calls, and other office running costs) will be covered by the SBNI management and administration budget. The SBNI may secure alternative accommodation. Any proposed move to alternative accommodation will be subject to established approval mechanisms as set out by DoH Assets and Estate Management Branch.

HUMAN RESOURCES

52. With the exception of the Chair of the SBNI, and Lay Members, who are publicly appointed by the Department, the SBNI Central Support Team staff are employees of the PHA assigned specifically to support the SBNI. The creation of new posts within the SBNI Central Support Team will require the prior approval of the Department. The SBNI Central Support Team staff should not be utilised elsewhere in the PHA without formal agreement with the Department. The PHA has no responsibility for the 'recruitment' of any other member of the SBNI. Independent Safeguarding Panel Chairs and the CMR Panel Chair will be appointed by the SBNI in a process agreed and overseen by the Department. Appointment of Independent Safeguarding Panel Chairs and the CMR Panel Chair will be taken forward by the SBNI in conjunction with the Department.

53. Membership of the SBNI is determined by legislation and is the responsibility of the Department.
54. The work of the SBNI team including the SBNI Director of Operations will be directed by the Chair of the SBNI.
55. In respect of the Director of Operations, the SBNI Chair will have responsibility for the approval of annual leave and for the management of any sickness and absence reporting and a point of escalation for any people processes within the PHA. The SBNI Chair will have access to the full range of HR services provided by BSO and where appropriate will be supported by the PHA Nominated Official.
56. If the Director of Operations has concerns which relate to the actions or instructions of the Chair of the SBNI, they will raise these with the PHA nominated official in the first instance who will liaise with Human Resources and the PHA Chief Executive to agree a way forward. Such matters should also be escalated to the Department.
57. The Chair of the SBNI will support and participate in the recruitment process for staff to the SBNI team in PHA using the current governance, policies and permissions processes existing within PHA and the wider HSC.
58. The PHA will continue to engage and consult with trade unions as necessary regarding any emerging changes to the SBNI function or structures.

Management of SBNI Central Support Team Staff

59. The relationship between the PHA and the SBNI will be one of partnership and collaboration, ensuring appropriate working relationships and support for the SBNI Central Support Team staff.
60. The SBNI Central Support Team staff, as employees of the PHA, will be subject to the same policies and procedures as other PHA staff, including in connection

with leave and attendance, complaints, grievances, discipline and whistle blowing.

61. A line management structure must exist within the SBNI Central Support Team. The SBNI Director of Operations must ensure that the structure is sufficiently robust and bring any concerns about the structure to the attention of the Chair of the SBNI. Any unresolved concerns must be brought to the attention of the Department. The arrangements for approving staff leave requests as they relate to the SBNI Director of Operations must be agreed by the Chair of the SBNI. All other leave requests will be handled in accordance with SBNI Central Support Team line management arrangements.
62. The SBNI Chair and/or Director of Operations will advise the PHA nominated official of any issues emerging in relation to SBNI Central Support Team staff and their adherence to PHA policies and procedures. Individual incidents/breaches of these policies and procedures will be managed in keeping with established HSC practice, PHA guidance and escalation arrangements.

Performance Appraisal

63. Annual appraisal of SBNI Central Support Team staff will be conducted against SBNI business and individual staff objectives and in line with the HSC Performance Appraisal processes operated by the PHA. Responsibility for the annual appraisal of the SBNI Director of Operations will be conducted by the Chair of the SBNI in line with the PHA appraisal process. Line Managers of other Central Support Team staff will be responsible for performance appraisal/management.
64. Appraisal of the performance of the SBNI Chair and Lay Members will be conducted in line with established Public Appointment arrangements, except where an alternative arrangement has been agreed in advance.

Staff Training and Development

65. The PHA will continue to be responsible for induction training, mandatory training, supporting individuals in meeting any professional registration requirements, and securing provision of training and development of SBNI staff employed by PHA in line with performance management agreements.

Recruitment of Staff

66. Through the BSO Recruitment Shared Service Centre (RSSC), the PHA will secure the timely recruitment of staff to SBNI Central Support Team posts approved by the Department.

PRESENTATIONAL ISSUES

Communication and Liaison Arrangements

67. The PHA and the SBNI (through the SBNI Chair) will keep each other promptly and regularly informed about any work being undertaken or issues arising which may impact on the other, or in which the other has an interest. Both parties must keep the Department informed about any matter which is likely to be of interest to the Department or the Minister.

Media Handling and Support

68. It is anticipated that day to day media handling and planned communications outputs will be managed and delivered directly by the SBNI Central Support Team under the guidance of the Director of Operations within SBNI. When the SBNI requires additional support the SBNI Director of Operations will consult the PHA to determine whether the PHA Communications Team can provide support and to agree the cost of that support where appropriate, alternatively the SBNI may require to procure external communications provision
69. If the SBNI plans to conduct a media/social marketing campaign, this should be discussed and agreed with the Department, and PHA where appropriate, including how the cost of conducting the campaign will be met.

Website

70. The SBNI Central Support Team is responsible for the ongoing maintenance of the SBNI website. The cost of maintaining and developing the SBNI website will be met from the SBNI's financial allocation.

OTHER MATTERS

Indemnity

71. The SBNI Chair and Lay Members will be indemnified by the Department while engaged in SBNI business, provided they have acted honestly and in good faith, and have not acted recklessly. This means that the Department will indemnify the Chair of the SBNI and publicly appointed Lay Members in relation to any legal costs and damages which may be awarded against them in connection with the conduct of SBNI business. Indemnification by the Department does NOT extend to other members of the SBNI.

72. The Department will indemnify and hold harmless the PHA employees or agents in relation to any legal costs and damages incurred while they are engaged in SBNI business and as a result of acting under instructions of the Chair of the SBNI, provided the PHA and its employees or agents have acted honestly and in good faith, and in accordance with PHA policies and procedures.

Conflicts of Interest

73. If any conflicts of interest should arise for the PHA in connection with its SBNI corporate hosting responsibilities/functions, the matter should be referred to the Director of Family and Children's Policy in the Department by the Chief Executive of the PHA for resolution. Any conflicts of interest or perceived conflicts of interest, which arise for the SBNI, must be notified to the Director of Family and Children's Policy in the Department by the Chair of the SBNI immediately.

AGREEMENT AND REVIEW OF THE MEMORANDUM OF UNDERSTANDING

74. This MOU will be reviewed every three years. It will also be amended, if necessary, following any relevant changes to the policies, procedures and structures of the parties concerned. Any issues arising at any stage from the operation of the MoU, must be brought to the Department's attention by the SBNI or the PHA, as soon as practicable.

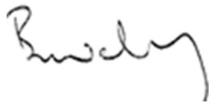
75. Agreement to this Memorandum of Understanding is given by signature of the following:

On behalf of the PHA



Mr Aidan Dawson
Chief Executive

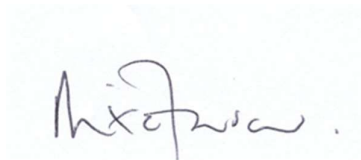
On behalf of the SBNI



Ms Bernie McNally
SBNI Chair

02/07/2026

On behalf of the Department of Health



21/08/2026

Mr Mike Farrar
Permanent Secretary