

Private Rented Sector Access Programme: Memorandum of Understanding

Test Valley Borough Council

Agreed: [date]

Signatories

SIGNED for and on behalf of

SIGNED for and on behalf of

The Secretary of State for the Ministry of
Housing, Communities and Local
Government

Test Valley Borough Council

Name

Name

Position

Position

Signature

Signature

Date

Date

1. Purpose of the Memorandum of Understanding

1. This Memorandum of Understanding has been drafted to set out the principles and practices that will apply to the working relationship between the Ministry of Housing Communities and Local Government (MHCLG) and Test Valley Borough Council with regard to delivering a Private Rented Sector (PRS) Access Programme (“the Programme”).
2. This Memorandum of Understanding sets out the monitoring arrangements and responsibilities, accountability, governance structures and financial arrangements for the Programme.
3. This memorandum guides future relationships and is subject to review where appropriate to ensure that it continues to reflect activity on the ground.
4. While this Memorandum of Understanding is not a legal or binding agreement, all parties are committed to honoring it. This Memorandum of Understanding will need to be updated to take account of any possible future changes in the wider relationship between the parties involved.
5. This Memorandum of Understanding outlines the actions which are necessary to provide Government and local partners with assurance that decisions over funding are proper, transparent, and that they deliver value for money. In performing their respective roles, the parties will continue to ensure that they act in a manner that is lawful, transparent, evidence based, consistent and proportionate.
6. To satisfy the requirements of MHCLG, Test Valley Borough Council must:
 - Offer a comprehensive service that meets local need and provides help for those who are homeless, or at risk of homelessness, and rough sleeping, and need additional support to access the private rented sector;
 - Provision could include:
 - Incentives;
 - Procurement;
 - Staff;
 - Tenancy sustainment support.

2. Funding Composition and Payment Mechanism

7. Total funding of £177,000 (£115,000 in 2018-19 and £62,000 in 2019-20) will be paid directly to Test Valley Borough Council for this Programme, provided by MHCLG, via a Section 31 Grant Determination. Funding for 2018-19 will be paid in March 2019.
8. The provisional allocation of £62,000 for financial year 2019/20 is dependent on the appropriate delivery and financial management by Test Valley Borough Council of the Programme set out in their bid(s) for funding from the Programme. MHCLG will periodically assess and rate the delivery and financial management of the programme with a RAG rating. Future payments will be made to Test Valley Borough Council where a RAG rating of green or amber/green from MHCLG is achieved. This RAG rating will be based on whether MHCLG is confident (i.e. expected actions are being delivered on time and to budget) that the Programme that Test Valley Borough Council is committed to deliver meets, and will continue to meet, the original policy intent as detailed in the sections below and in the published prospectus.
9. 2019/20 funding will be paid at two points, Q1 and Q3, subject to continuing to achieve a RAG rating of green or amber/green.
10. Funding will be withheld where a RAG rating of amber/red or red is achieved until Test Valley Borough Council is able to make adjustments to the delivery of the Programme to enable it to achieve a revised rating of green or amber/green.
11. This funding is for the sole purpose of delivering the Programme in Test Valley Borough Council.
12. It is Test Valley Borough Council's responsibility to provide assurance to their MHCLG account manager that funding is accounted for and is only applied to the delivery of the programme in this local authority and any other partner authorities.

3. Governance, Monitoring and Reporting

Governance

13. MHCLG's Principal Accounting Officer is accountable to Ministers and Parliament for the funding and MHCLG will, therefore, require Test Valley Borough Council to provide performance reports about the Programme referred to in this Memorandum of Understanding.
14. In MHCLG the funding Programme set out in this Memorandum of Understanding will be managed at a strategic level by the Homelessness Delivery Team.
15. Where Test Valley Borough Council identifies significant risks or issues of financial or delivery under-performance these must be escalated to the Deputy Director for Homelessness and Rough Sleeping Delivery in MHCLG for resolution.
16. Test Valley Borough Council and MHCLG will hold quarterly monitoring meetings to discuss progress and performance across the Programme in this Memorandum of Understanding, informed by a quarterly monitoring and performance report from Test Valley Borough Council.
17. We expect local authorities to attend events as required by MHCLG to share learning and feedback.

Monitoring and Reporting

18. Test Valley Borough Council will appoint an account manager who will be responsible for providing a quarterly monitoring and performance report, designed and agreed between MHCLG and local authorities, covering the following areas at the end of each quarter, broken down by single people households and families where applicable:
 - A summary of progress made on the funded Programme set out in this Memorandum of Understanding, setting out recent actions and achieved outcomes;
 - Financial performance - breakdown of spending to date and forecast of future spending;
 - Status of recruitment, where relevant (number of FTEs);
 - Current risks and how they are being mitigated;
 - Baseline and outcomes data;
 - Number of properties procured and let to households in same quarter 2018-19;
 - Number of households in TA at end of same quarter 2018-19;

- (where relevant) number of family households in B&B at end of same quarter 2018-19;
- Number of new properties procured and let this quarter;
- Number of households in TA at end of this quarter;
- (where relevant) number of family households in B&B at end of quarter;
- Number of new PRS properties procured and let to households under;
 - Prevention duty
 - Relief duty
 - Main duty
- Number of households where homelessness prevented for at least 6 months, helped to stay in current property (i.e. homelessness prevented);
- Number of new PRS properties procured and let to households with;
 - 6 months tenancies;
 - 12 months tenancies;
 - 12+ months tenancies;
 - Of which, 36+ months tenancies;
- Tenancy sustainment outcomes:
 - Number of individuals retaining new PRS tenancies after 6 months;
 - Number of individuals retaining new PRS tenancies after 6-12 months;
 - Number of individuals retaining new PRS tenancies after 12+ months;
- Number of failed tenancies and reason for failure;

19. Test Valley Borough Council and MHCLG, during the delivery of the Programme, will conduct an evaluation (detail to be agreed) to inform future local and Government initiatives and enable learning to be shared elsewhere. Test Valley Borough Council is expected to provide data and information to the evaluators as required. This includes, but is not limited to, the information outlined above. MHCLG will also explore with Test Valley Borough Council the possibility of identifying this data for the quarter before intervention begins.

4. Data Protection

21. MHCLG, Test Valley Borough Council, and any partners will co-operate with one another to enable each party to fulfil its statutory obligations under the General Data Protection Regulation (EU) (2016/679) as amended, superseded or replaced from time to time.

22. For the purpose of the evaluation, it may be necessary to establish data sharing agreements between MHCLG, Test Valley Borough Council and partners and for Test Valley Borough Council to issue privacy notices to service users. MHCLG and Test Valley Borough Council will cooperate to ensure all GDPR obligations are met to enable this data sharing to take place.

Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.