

Accommodation for Ex-Offenders:

Memorandum of Understanding

Sheffield City Council

Agreed: 8th July 2021

Signatories

SIGNED for and on behalf of

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

SIGNED for and on behalf of

Sheffield City Council

Name Isabella Connell

Position Deputy Director Rough Sleeping
Accommodation

Signature



Date 01/07/2021

Name Suzanne Allen

Position Head of Service, Citywide
Housing Services

Signature



Date 08/07/2021

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 Sheffield City Council with regard to delivering Accommodation for Ex-Offenders (AFO) funded services
2. This Memorandum of Understanding (MoU) sets out the monitoring arrangements and responsibilities, accountability, governance structures and financial arrangements for the AFO.
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 MoU is not a legal or binding agreement, all parties are committed to honoring it. This MoU will need to be updated to take account of any possible future changes in the wider relationship between the parties involved.
5. This MoU 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, Sheffield City Council must offer a comprehensive service that meets local need and provides help for ex-offenders who are homeless, or at risk of homelessness, and rough sleeping, and need additional support to access the private rented sector.

2. Funding Composition and Payment Mechanism

7. Total funding of £187,041 will be paid directly to Sheffield City Council for this AFO, provided by MHCLG, via a Section 31 Grant Determination. Funding for 2021 will be paid in August (£80,431.50) and November (£80,431.50) 2021. Funding of £26,178 for 2022 will be paid in the early part of 2022-2023
8. This funding covers the interventions as listed below:
 - For 30 service users
 - Funding towards 1 housing solutions officer

- Funding towards 1 support worker (Housing First style role)
 - Funding towards 1 navigator in the Housing Solutions team
 - Financial tenancy support package
9. Staff costs will be paid regardless of delivery performance, subject to successful recruitment of staff. However, any future payments for all other costs, including financial incentives and tenancy support packages, will be dependent on delivering the Government's outcomes of ending rough sleeping and reducing re-offending. This will be measured by the number of ex-offenders that have been supported into the PRS, against your agreed target. MHCLG will periodically assess and rate the delivery and financial management of the interventions with a RAG rating. Future payments will be made to your Local Authority where a RAG rating of green or amber from MHCLG are achieved. If your Local Authority has a low RAG rating, you will be asked to evidence by MHCLG how you will improve delivery before any subsequent payment is made.
10. This funding is for the purpose of delivering AFO funded services in Sheffield City Council.
11. It is Sheffield City Council responsibility to provide assurance to their MHCLG account manager that funding is accounted for and is only applied to activity agreed in the delivery plan.

3. Governance, Monitoring and Reporting

Governance

12. MHCLG's Principal Accounting Officer is accountable to Ministers and Parliament for the funding and MHCLG will, therefore, require Sheffield City Council to provide performance reporting of projects funded through the programme.
13. In MHCLG the funding set out in this MoU will be managed at a strategic level by either a HAST adviser or a policy official.
14. Where Sheffield City 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.
15. Sheffield City Council and MHCLG will hold regular (speak to HAST to specify) monitoring meetings to discuss progress and performance across the programme in this MoU, informed by a monthly monitoring and performance report from Sheffield City Council.

Monitoring and Reporting

16. Sheffield City Council will appoint an account manager who will be responsible for providing monthly monitoring and performance reports.
17. Sheffield City Council and MHCLG, during the delivery of the AFO, will conduct an evaluation (detail to be agreed) to inform future local and Government initiatives and enable learning to be shared elsewhere. Sheffield City Council is expected to provide data and information to the evaluators as required. This includes, but is not limited to, the information outlined above.

4. Data Protection

18. MHCLG, Sheffield City 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.
19. For the purpose of the evaluation, it may be necessary to establish data sharing agreements between MHCLG, Sheffield City Council and partners and for Sheffield City Council to issue privacy notices to service users. MHCLG and Sheffield City Council will cooperate to ensure all GDPR obligations are met to enable this data sharing to take place.
20. 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.