

**MEMORANDUM OF UNDERSTANDING**  
**FAMILY HUBS AND START FOR LIFE PROGRAMME**

## **Memorandum of Understanding**

The Secretary of State for Education has determined under Section 31 of the Local Government Act 2003 that a grant as listed in the Grant Determinations should be paid to the Grant Recipient. (Grant Determination References: 31/6341 – Revenue, 31/6340 – Capital and 31/6417 – Trailblazer Revenue).

The Treasury has consented to payment of this grant.

### **1. Purpose of the MOU**

The purpose of the Memorandum of Understanding (MOU) is to formalise the working relationship and expectations relating to the payment of the grants from the Secretary of State for Education to the Recipient for the Programme outlined in the Family Hub and Start for Life programme guide and, if the Recipient is selected as a trailblazer, the trailblazer guide (see Annex A for further information on these expectations). The Family Hub and Start for Life programme is jointly funded and overseen by the Department for Education (DfE) and the Department for Health and Social Care (DHSC). DfE will be administering the grant funding on behalf of both departments.

### **2. Legal Status**

- a. This arrangement has no legal status under English Law or any other law and cannot be construed as a contract or grant agreement in the sense of a legally binding agreement between the Secretary of State for Education (the “Secretary of State”) and the Recipient, (the “Parties”) which is enforceable in the courts. Nevertheless, both Parties intend to comply with its provisions.
- b. Neither Party will be authorised to act in the name of, or on behalf of, or otherwise bind the other Party, save as expressly permitted by the provisions of this arrangement. This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

### **3. Definitions**

- a. In this MOU the following terms shall have the following meanings:
  - i. Commencement Date: This MOU takes effect when it is signed on behalf of the Secretary of State.
  - ii. Recipient: The local authority that receives the grant funding and signs this MOU.
  - iii. Eligible Expenditure: subject to paragraph 7, payments made by the Recipient or any person acting on behalf of the Recipient during the Grant Period in carrying out the Programme.
  - iv. Grant: the revenue and capital amounts as listed in the Grant Determination Letters (Grant Determination References: 31/6341

- Revenue, 31/6340 – Capital and 31/6417 – Trailblazer Revenue) sent to the Recipient in accordance with this MOU.
- v. Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2025.
  - vi. Programme: the Family Hubs and Start for Life Programme as set out in the Programme Guide and as described in Annex A.
  - vii. Programme Guide: the document published on 8 August 2022 which sets out the aims and objectives of the Programme and what the Recipient is expected to deliver with the funding.
  - viii. Delivery Plan: a plan as described in the Programme Guide and agreed by the Parties setting out how funding will be used to achieve programme outcomes.
  - ix. Comptroller and Auditor General: the officer of the House of Commons responsible for supervising the quality of public accounting and financial reporting who leads the National Audit Office.

#### **4. About the Grant**

- a. The Secretary of State has determined that the Grant be paid based on the understanding that the funding be used to either:
  - i. incrementally add to existing services
  - ii. complement existing services
  - iii. offer new services
- b. The Secretary of State will provide the funding as described in the Grant Determination letters to the Recipient on the provisions set out in this MOU.
- c. The Secretary of State may require the repayment of the whole or any part of any unspent funds, as may be determined by the Secretary of State and notified in writing to the Recipient. Such sum as has been notified will immediately become repayable to the Secretary of State.
- d. The Recipient will not carry out any activities as part of this Programme other than those described in the Programme Guide and Annex A without the prior written approval of the Secretary of State. In addition, the Recipient will use the funding from the Secretary of State solely for the purposes of this Programme.
- e. Notwithstanding and separate of any grant funding awarded to the Recipient under this Memorandum of Understanding, the Recipient must maintain investment in their statutory duty to improve public health through the commissioning of prescribed functions (specific to children's 0-5 services) and non-prescribed functions (children 5 to 19 public health programmes and other children's 0-5 non prescribed services) from the Public Health Grant.

#### **5. Funding arrangements**

- a. The Secretary of State will provide the funding for the Programme to the Recipient in accordance with the Grant Determination Letters and the process described in paragraph 5 b.

- b. In the financial year 2022-23 the first payment will be made after the Recipient has been signed-up to the Programme and signed this MoU. The sign-up process involves:
  - i. Committing to deliver the minimum expectations in the programme guide.
  - ii. Committing to 'going further' across a number of areas, providing a provisional indication of where the Recipient might do this.
  - iii. Providing a high-level outline and provisional milestones for how the Recipient intends on utilising the first tranche of funding in the first four months of the programme.
  - iv. Confirming Family Hub 'opening' milestones for the first half of 2023.
  - v. Providing high-level contextual information on the Recipient's current family support set-up and wider mental health system.
  - vi. Confirming the Recipient has the support of senior officials and politicians locally.
- c. The second and final payment for 2022-23 will be made later in the financial year, after the Recipient has submitted a satisfactory Delivery Plan.
- d. Payments in financial years 2023-24 and 2024-25 will be made twice a year.
- e. Funding for 2023-24 and 2024-25 will be made contingent on a review of Programme delivery and the Recipient's expenditure statements for the previous financial year.
- f. The Recipient will notify the Secretary of State as soon as is reasonably practicable should an underspend be forecast.

## **6. Reporting and Evaluation**

- a. The Recipient will comply with the expectations regarding reporting and evaluation set out in the Programme Guide. The Recipient will work with the Secretary of State to provide the necessary information and data to monitor and evaluate progress against the aims and outcomes of the Programme. This is in addition to the reporting requirements outlined in paragraph 6.b.
- b. The Secretary of State will financially monitor the grants provided to the Recipient on a half-yearly basis using a financial reporting template similar to the one supplied at Annex B.
- c. In FY 2022-23 the Recipient shall prepare an Interim Statement of Grant Usage and submit it to the Secretary of State by 13th January 2023. In FY 2023-24 and FY 2024-25, the Recipient shall prepare an interim Statement of Grant Usage on the 21st of the month following the half-year end being reported, or the first working day thereafter (Annex B). The Interim Statement of Grant Usage must provide details of eligible expenditure per funded strand of the Programme. The interim Statement of Grant Usage may be signed by the Recipient's Financial Director or someone with delegated authority.

- d. On completion of the financial year, a final Statement of Grant Usage must be submitted to the Secretary of State on the 28<sup>th</sup> of the month following the end of the financial year, or the first working day thereafter. The Statement of Grant Usage will be in a similar format to the interim Statements of Grant Usage and must be certified by the Recipient's Chief Executive that, to the best of his or her knowledge, the amounts shown on the statement are all Eligible Expenditure and that the Grant has been used for the purposes intended.
- e. The Statement of Grant Usage submitted to the Secretary of State must be accompanied by a report from the Recipient's Chief Executive or Chief Finance Officer setting out whether he or she has received an audit opinion from the Recipient's Chief Internal Auditor that he or she can provide reasonable assurance that the Statement of Grant Usage, in all material respects, fairly presents the eligible expenditure in the Grant Period in accordance with the provisions set out in this MOU.

## **7. Eligible Expenditure**

- a. Eligible Expenditure means payments made by the Recipient, or any person acting on behalf of the Recipient, during the Grant Period for the purposes of the Programme.
- b. If the Recipient incurs any of the following costs, they must be excluded from Eligible Expenditure:
  - i. contributions in kind
  - ii. payments for activities of a political or exclusively religious nature
  - iii. depreciation, amortisation or impairment of fixed assets owned by the authority
  - iv. input VAT reclaimable by the authority from HM Revenue & Customs
  - v. interest payments or service charge payments for finance leases
  - vi. gifts, other than promotional items with a value of no more than £10 in a year to any one person
  - vii. entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations)
  - viii. statutory fines, criminal fines or penalties
- c. The Recipient must not deliberately incur liabilities for Eligible Expenditure before there is an operational need for it to do so.
- d. For the purpose of defining the time of payments, a payment is made by the Recipient when money passes out of its control (or out of the control of any person acting on behalf of the Recipient). Money will be assumed to have passed out of such control at the moment when legal tender is passed to a supplier (or, if wages, to an employee), when a letter is posted to a supplier or employee containing a cheque, or an electronic instruction is sent to a bank to make a payment to a supplier or employee by direct credit or bank transfer.

## **8. Financial Irregularities**

If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this MOU, the Recipient must notify the Secretary of State immediately, explain what steps are being taken to investigate the suspicion, and keep the Secretary of State informed about the progress of the investigation. For these purposes 'financial irregularity' includes fraud or other impropriety, mismanagement, and the use of the grant for purposes other than the purposes of the Programme.

## **9. Records**

- a. The Recipient must keep a record of expenditure funded partly or wholly by the Grant and retain all accounting records relating to that expenditure.
- b. Accounting records must include purchase orders, original invoices, receipts, accounts and deeds, whether in writing or electronic form.
- c. The Recipient must make these available at any reasonable time for inspection by officials from Secretary of State or their representatives or by the Comptroller and Auditor General or his representatives.

## **10. Breach of MOU Provisions and Recovery of Grant**

- a. If the Recipient fails to comply with any of the provisions in this MOU, or if any overpayment of Grant monies is made by the Secretary of State or the Recipient, or any amount is paid by the Secretary of State or the Recipient in error, or if any of the events set out in paragraph 10.c occurs, the Secretary of State may reduce, suspend or withhold Grant payments to the Recipient or require the Recipient to repay the whole or any part of the Grant monies paid, as may be determined by the Secretary of State and notified in writing to the Recipient.
- b. Such sum as has been notified will immediately become repayable by the Recipient to the Secretary of State.
- c. The events referred to in paragraph 10.a. are:
  - i. the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant without the prior agreement of the Secretary of State;
  - ii. any information provided by the Recipient in any application for Grant monies payable under this Grant, or in any subsequent supporting correspondence is found to be significantly incorrect or incomplete in the opinion of the Secretary of State;
  - iii. it appears to the Secretary of State that other circumstances have arisen or events have occurred that are likely to significantly affect the Recipient's ability to fulfil the expectations

- set out in the programme guide and achieve the outputs, activities, milestones and targets set out in the delivery plan;
- iv. the Recipient's Chief Internal Auditor is unable to provide reasonable assurance that the Statement of Grant Usage, in all material respects, fairly presents the Eligible Expenditure in the Grant Period in accordance with the provisions of this MOU.
  - v. The Recipient fails to deliver the Programme in line with the programme guide and delivery plan.

#### **11. Termination**

The Secretary of State may terminate this MOU and withhold any Grant payments on giving the Recipient three months' written notice should it be required to do so for any reason. In the event that this MOU is terminated in accordance with this paragraph 11, the Secretary of State may require the repayment of the whole or any part of any funds which are unspent at the date of termination, as may be determined by the Secretary of State and notified in writing to the Recipient. Such sum as has been notified will immediately become repayable to the Secretary of State.

#### **12. Amendment of this MOU**

Amendments to this MOU may only be made with the written consent of both Parties.

#### **13. Agreement of the MOU**

The Recipient agrees to the provisions of this MOU.

NAME OF LOCAL AUTHORITY

KENT COUNTY COUNCIL

Signed by the LOCAL AUTHORITY  
(Recipient)



Authorised Signatory

PRINT NAME:

ZENA COOKE

DATE

14 OCTOBER 2022

POSITION:

CORPORATE DIRECTOR  
FINANCE (S151 OFFICER)

Signed by DEPARTMENT OF  
EDUCATION



Authorised Signatory

PRINT NAME:

Marc Rooney

DATE

04/11/2022

POSITION:

Deputy Director, Family Hubs Early  
Years & Interventions Division

## **ANNEX A – THE PROGRAMME**

### **PROGRAMME TITLE: Family Hubs and Start for Life programme 2022-23 to 2024-25**

#### **Minimum expectations**

The Family Hubs and Start for Life Programme guide (and associated annexes) “the Programme Guide” <https://www.gov.uk/government/publications/family-hubs-and-start-for-life-programme-local-authority-guide> sets out the minimum expectations and wider delivery requirements for each element of the programme.

Local authorities are expected to deliver all minimum expectations and wider delivery requirements set out in the Programme Guide by the end of the three-year funding period (by 31<sup>st</sup> March 2025). Some local authorities will meet minimum expectations sooner depending on their existing service provision and delivery model.

#### **Go further options**

Local authorities are expected to agree a number of “go further options” (which are ambitions on how they can go above and beyond minimum expectations, depending on their current provision). Local authorities will be asked to demonstrate their ‘go further’ commitments as part of their delivery plans, and DfE and DHSC will review whether these are sufficiently ambitious as part of the delivery plan reviews. Where ambition is considered to be insufficient, local authorities will be expected to review their proposals and resubmit their delivery plans for a further review.

#### **Trailblazers**

Local authority areas that are selected as trailblazers will be expected to deliver the additional trailblazer expectations outlined in the trailblazer guide. This includes the expectations outlined under the guide’s two trailblazer objectives:

1. Lead the way in delivering ambitious, innovative and tangible change to improve family outcomes in the first year of the programme.
2. Share delivery experiences and expertise with other local authorities and DfE and DHSC.

## Annex B – Family Hubs and Start for Life Programme – Statement of Grant Usage (Template not for completion)

Please use this form for the Interim and End Year Statements of Grant Usage

Notes for completion:

1. The Recipient shall prepare a Certification of Grant Usage for the Period ending [DD/MM/YYYY].
2. This comprises two parts:
  - a) Certificate of Grant Usage
  - b) Statement of Expenditure

a) Certificate of Grant Usage

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Name of organisation	[Insert Name of Local Authority]
Programme title	Family Hubs and Start for Life programme

- The total Grant amount of [£insert figure] was exclusively used for the purposes set out in the Memorandum of Understanding between the Grant Recipient and the Secretary of State for Education.
- A financial statement detailing the use of the Grant Funding will be provided in section b – Statement of Expenditure. The organisation’s financial systems that recorded the income and expenditure of this Grant have provided sufficient internal control for the purposes of this certification.

Signature

Name	<input style="width: 95%; height: 20px;" type="text"/>	Date	<input style="width: 95%; height: 20px;" type="text"/>
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Position

Organisation address	<input style="width: 95%; height: 70px;" type="text"/>	Postcode	<input style="width: 0%; height: 0px;" type="text"/>
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Initialed by Organisation’s Chief Financial Officer/  
Auditor

b) Statement of Expenditure

Name of Local Authority	[Insert Name of Local Authority]
Name of Project	Family Hubs and Start for Life Programme
Expenditure Type	(£)
Family Hubs Transformation Funding	
Parenting Support	
Parent-Infant Relationships and Perinatal Mental Health	
Early Language and Home Learning Environment	
Infant Feeding	
Parent and Carer Panels	
Publishing the Start for Life Offer	
Other, e.g. data etc	
<b>TOTAL EXPENDITURE</b>	
Under spend on Grant (if applicable)	