

**Dated 31<sup>st</sup> October 2024**

This version updates and replaces any previous version

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Memorandum Of Understanding  
Of Agency Rates And Use Of Agency Workers  
Within Social Work In The North-East

between

Darlington Borough Council  
Durham County Council  
Gateshead Metropolitan Borough Council  
Hartlepool Borough Council  
Middlesbrough Council  
Newcastle City Council  
North Tyneside Metropolitan Borough Council  
Northumberland County Council  
Redcar And Cleveland Borough Council  
South Tyneside Council  
Stockton-On-Tees Borough Council  
Sunderland City Council (Together For Children)

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THIS MEMORANDUM OF UNDERSTANDING is dated **31<sup>st</sup> October 2024**

## **Authorities**

The foundation of this Memorandum of Understanding (MoU) is a set of national rules and statutory guidance which collectively set out what local authorities (LA) should do when using agency child and family social workers. These guidelines ensure that the engagement of agency social workers is consistent with national standards and practices, promoting the welfare of children and families effectively. For detailed information, please refer to [the national statutory guidance](#).

This MoU is an agreement between the twelve local authorities in the North-East. The term 'local authority' is used here to refer to all local authorities and any company providing children's services on behalf of a local authority.

This MoU formalises the use of agency child and family social workers and describes a set of regional rules, it collectively set out what local authorities should do when using agency child and family social workers an approach which Directors of Children's Services have agreed to adopt. The MoU is aligned to a set of national rules which collectively set out what local authorities should do when using agency child and family social workers. This is part of a wider suite of workforce reforms as set out in [Stable Homes, Built on Love](#).

THE PERSONS whose names and addresses or registered offices are set out in ANNEX A.

## **1. Background**

1.1. In 2017, the Authorities have agreed to work together in a project entitled "North-East Agency Workers Project" to coordinate agency rates and use of agency staff within social work within the North-East Region to ensure the sustainability of services.

This project will now be known as the Memorandum of Understanding (MoU) of Agency Rates and the use of Agency Workers in Social Work in the North East (as defined in ANNEX B)

The MoU applies to all agency child and family social workers (as defined in ANNEX D)

1.2. The Authorities wish to record the basis on which they will collaborate with each other on the Project. The MOU sets out:

1. the key objectives of the project.
2. the principles of collaboration.
3. the governance structures the Authorities will put in place; and
4. the respective roles and responsibilities the Authorities will have during the Project.
5. a dissent and challenge decision-making process to ensure that all procedures and practices are subject to regular scrutiny and improvement. This process encourages transparency, accountability, and continuous enhancement of services provided by agency social workers.

## **2. Key Objectives For The Project**

1.1 The Authorities shall undertake the project to achieve the key objectives set out in ANNEX B to this MoU (Key Objectives).

## **3. Principles Of Collaboration**

The Authorities agree to adopt the following principles when carrying out the Project (Principles):

- a. Collaborate and co-operate. Establish and adhere to the governance set out in this MoU to ensure that actions are taken as required.
- b. Be accountable. Take on, manage, and account to each other for performance of the respective roles and responsibilities set out in this MoU.
- c. Be open. Communicate openly about non-compliance, concerns, issues, or opportunities relating to the MoU.
- d. Commit to maintaining clear and consistent communication with the agency and permanent workforce regarding the contents and implications of the MoU. This ensures that all workers are fully informed and understand the standards and expectations set forth in this document.
- e. Learn, develop, and seek to achieve full potential. Share information, experience, materials, and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk, and reduce cost.
- f. Adopt a positive outlook. Behave in a positive, proactive manner.
- g. Adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU (European Union) procurement rules, data protection and freedom of information legislation and as amended from time to time.
- h. Adhere to HR processes related to the employment and management of agency social workers will strictly adhere to current legislation and best practices. This ensures compliance with employment laws and promotes a fair, safe, and supportive working environment for all agency workers.
- i. Act in a timely manner. Recognise the time-critical nature of the project and respond accordingly to requests for support.
- j. Commit to managing stakeholders effectively, including Managed Service Providers (MSP) and Local Authorities (LA), as well as other key stakeholders including LAs operating with alternative service models.
- k. Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. and
- l. Act in good faith to support achievement of the Key Objectives and compliance with these Principles.

## **4. Project Governance**

### **4.1 Overview**

The governance structure defined below provides a structure for the development and delivery of the Project.

### **4.2 Guiding principles**

The following guiding principles are agreed. The Project's governance will:

- a. Provide strategic oversight and direction
- b. Be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level.
- c. Align decision-making authority with the criticality of the decisions required.
- d. Be aligned with project scope (and each Project stage which may therefore require changes over time)
- e. Leverage existing organisational, group and user interfaces.

- f. Provide coherent, timely and efficient decision-making; and
- g. Correspond with the key features of the Project governance arrangements set out in this MoU.

#### **4.3 Workforce Board**

- a. The Workforce Board, co-chaired by two regional Directors of Children's Services (DCS), will provide overall strategic oversight and direction for the Memorandum of Understanding (MoU). Each Authority is invited to have representation at the workforce board. Workforce board members are nominated by their respective DCS to contribute to the board. Membership includes senior leaders from children's social care, HR, or learning and development, who are authorised to make decisions on behalf of their organisations regarding the agency Social Work MOU.
- b. The Workforce Board will report to the RIIA Executive Board quarterly through a highlight report.
- c. Any unresolved escalations will be brought to the RIIA Executive Board by a Workforce Board chair.

#### **4.4 MoU Governance Group**

- a. The MoU Governance Group will provide strategic management at project and workstream level. This group is Chaired by Andrea Houlahan (Deputy Strategic Director Children's Social Care and Early Help, Gateshead Council). It will provide assurance to the Workforce Board that the Key Objectives are being met and that the project is performing within the boundaries set by the Workforce Board.
- b. The MoU Governance Group consists of representatives from each of the Authorities. The MoU Governance Group shall have responsibility for the creation and execution of the project plans and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into other relevant groups.

#### **4.5 Reporting**

Project reporting shall be undertaken at four levels:

- a. MoU Governance Group: Minutes and actions will be recorded for each regional meeting. Any additional reporting requirement shall be at the discretion of the MoU Governance Group
- b. Workforce Board: Reporting on a quarterly basis, based on the minutes and feedback from the MoU Governance Group: The Workforce Board shall consider overall progress; issues being addressed; issues requiring help and progress planned next period and/or aligned with the frequency of the RIIA Executive Board.
- c. The MoU Governance Group and the regional Workforce Board Director(s) shall be responsible for drafting reports into the RIIA Executive Board as required.
- d. RIIA Executive Board: Reporting on an "as required" basis, reflecting upon progress, issues, challenges, and strategic planning.

### **5. Escalation**

Escalation - Management Of The Project

- 5.1 If any party has any issues, concerns, or complaints about any matter in this MoU, that party shall notify the other Authorities and the Authorities shall then seek to resolve the issue by a process of consultation via the MoU Governance Chair and Group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the MoU Governance Group/Chair, the matter may be escalated to the Workforce Board for resolution.
- 5.2 If any party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the MOU, the matter shall be promptly referred to the MoU Governance Group Chair (or nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the MoU Governance Group (or its nominated representatives).

#### Escalation – Implementing The Price Caps And Quality Specification

- 5.3 Following the implementation of the price caps a process is in place to provide support to prevent local authorities from breaching the rates, or to support them to come back within the scope of the rates should they have breached them. The support process involves the Chair of the MoU Governance Group and the regional Directors Meeting Chairs where appropriate. Despite support, should a local authority remain outside of the price caps the final stage of this process is escalation to the regional RIIA Executives Board. The complete escalation process is detailed in ANNEX C.

## 6. Intellectual Property

- 6.1 The Authorities intend that notwithstanding any secondment any intellectual property rights created during the MOU shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both Authorities in the party that is lead party)
- 6.2 Where any intellectual property right vests in any party in accordance with the intention set out in clause 6.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the MOU.

## 7. Term And Termination

- 7.1 This MoU shall commence on the date of signature by all Authorities. The MoU and the price caps will be reviewed at regular intervals.

## 8. Variation

This MoU, including the Annexes, may only be varied by agreement in writing of the Workforce Board following initial conversation at the MoU Governance Group.

## 9. Charges And Liabilities

- 9.1 Except as otherwise provided, the Authorities shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

9.2 All Authorities shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and any party intends that the other party shall be liable for any loss it suffers because of this MoU.

## **10. Status**

10.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Authorities from this MoU. The Authorities enter the MoU intending to honour all their obligations.

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

## **11. Governing Law And Jurisdiction**

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 5, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **Annex A - The Authorities**

Darlington Borough Council  
Town Hall  
Feethams  
Darlington  
County Durham  
DL1 5QT

Durham County Council  
County Hall  
Durham  
DH1 5UZ

Gateshead Metropolitan Borough Council  
Gateshead Civic Centre  
Regent Terrace  
Gateshead  
NE8 1HH

Hartlepool Borough Council  
Civic Centre  
Victoria Road  
Hartlepool  
TS24 8AY

Middlesbrough Council  
Fountain Court  
119 Grange Road  
Middlesbrough  
TS1 2DT

Newcastle City Council  
Newcastle Civic Centre  
Barras Bridge  
Newcastle upon Tyne  
NE1 8QH

North Tyneside Metropolitan Borough Council  
The Quadrant  
The Silverlink  
Newcastle upon Tyne  
NE27 0BY

Northumberland County Council  
County Hall  
Morpeth  
NE61 2EF



Redcar and Cleveland Borough Council  
Redcar & Cleveland House  
Kirkleatham Street  
Redcar  
Yorkshire  
TS10 1RT

South Tyneside Council Town Hall and Civic Offices  
Westoe Road  
South Shields  
NE33 2RL

Stockton-on-Tees Borough Council  
Dunedin House  
Columbia Drive  
Thornaby  
Stockton on Tees  
TS17 6BJ

Sunderland City Council & Together for Children  
City Hall  
Plater Way  
Sunderland  
SR1 3AA

## **ANNEX B - Memorandum of Understanding (MoU) of Agency Rates and the use of Agency Workers in Social Work in the North East Objectives**

The Key Objectives

### **The Authorities agree:**

That agency workers secured on or after the **31<sup>st</sup> of October 2024** through the pan-regional framework agreement organised by NEPO with MAGNIT for the supply of agency workers or via off contract agreements shall be paid within the price caps agreement.

### **1. Data**

- 1.1. To share Local authority-level data and benchmarking data, generated from the DfE collection process, regionally with local authorities in the North East. This consistent evidence base on agency usage and costs will support regional workforce planning, the implementation of the MOU, and alignment with national guidance across the region, focusing on five standardised core job types (ANNEX D)
- 1.2. That Directors of Children's Service in the North-East and the North East MoU Governance Group will receive quarterly reports and data returns from MAGNIT to monitor the overall impact off the MoU on workforce planning and service delivery, including where there is evidence of financial efficiencies, improvements in quality of supply of agency workers, reduced reliance on agency social worker and stability in the overall workforce. This will continue until such time that the DfE data-sharing arrangements have been confirmed.

### **2. Price Caps**

- 2.1. To hourly, inclusive rates all new deployments (in accordance with ANNEX D), which will operate as a maximum charge rate. The maximum charge rate will be the maximum paid for a worker, inclusive of all statutory employment costs and supply fees, rather than the maximum paid to a worker. (ANNEX D)
- 2.2. That hourly rates will be in tiers as set out as the job roles that have been mapped to the child and family social work core job types as set out in the national statutory guidance (ANNEX D).
- 2.3. That the use of hourly rates for the job roles set out in the national statutory guidance does not automatically require that all agency staff be paid at the top of relevant hourly rate.
- 2.4. That existing agency social workers are moved onto the new rates at the end of their current contracts / assignments. Local authorities retain the right to extend contracts / assignments on previously agreed rates for a period of 3-months until the 31<sup>st</sup> January 25 from the date of the MoU is published to maintain workforce stability through system wide transition to the new price caps.
- 2.5. That no overtime will be paid to agency child and family social workers referred to in ANNEX D.
- 2.6. That they will continue to work with NEPO on behalf of the region to actively manage the MAGNIT contract from a social work perspective.

### **3. Project Teams**

- 3.1. Local Authorities will share any intention and rational to recruit to a dedicated team of child and family social workers, established or organised by an agency, to deliver relevant social care services to local authorities known as a Project Team or other packaged model prior to doing so via the Regional Governance Process for Payment Above Capped Rates (ANNEX C).

#### **4. Notice & Cool Off Periods**

- 4.1. To allow time for the hand-over of cases to other workers and minimise immediate and quick departures and the associated impact on children/families and the permanent workforce all agency workers will be required to fulfil their existing contract or serve a minimum four-week notice period, whichever is longer.
- 4.2. That they will not recruit individuals to agency posts if they are in an existing (agency or permanent) contract/assignment in one of the twelve North East Authorities.
- 4.3. Local authorities reserve the right to terminate agency staff contracts at its discretion.
- 4.4. Where an agency child and family social worker has left without working the agreed notice, local authorities should reflect this in the standard reference they provide. Local authorities will decline to accept an agency child and family social worker who has, without agreement, failed to complete their notice period at their previous local authority assignment.
- 4.5. That where reasonably practicable at least a 2-week notice will be given to MAGNIT to secure a new worker, this allows for references to be checked and for Disclosure and Barring Service (DBS) / Disclosure Scotland checks to be made.
- 4.6. To minimise disruption to workforce and not incentivise agency work that they will not engage agency child and family social workers, senior social workers, advanced practitioners, team managers and independent reviewing officers/conference chairs (ANNEX D) for a minimum period of three months after the worker has left a substantive role in their children's services department or that of a local authority within the same region. This does not apply to permanent staff moving to permanent roles in other authorities within the region. Social workers who are made redundant from a permanent post will be exempt from this requirement. Local authorities may also consider exceptional circumstances on compassionate grounds on a case-by-case basis. It is agreed by both parties that exceptional circumstances justify termination of the assignment with a reduced notice period.

#### **5. Post Qualifying Experience**

- 5.1. Local authorities should not engage agency child and family social workers with less than three years post-qualifying experience (PQE) irrespective of pathway to the profession. This applies to all new contracts for supplying child and family social workers to local authority children's services from the effective date of the statutory guidance of September 2024.

#### **6. References**

- 6.1. That managers will provide a detailed practice-based reference using the agency rules standard reference template for all agency child and family social workers on assignment irrespective of length of assignment. ANNEX E.
- 6.2. That managers will require at least two detailed practice-based references for all agency child and family social workers before offering an assignment (the agency rules standard reference template should be used for references dated on or after this guidance has taken effect).

#### **7. Continued Professional Development**

- 7.1. For core mandatory training identified by the local authority, the local authority will pay the agency's day rate and cover the training costs.

- 7.2. For additional non-mandatory training, the local authority will not cover the agency's day rate or training costs unless specialist training is required by the local authority.
- 7.3. For other specialist training, the local authority will neither cover the agency's day rate nor the training costs, although agency workers may access the training at their own expense where possible.

## **8. Miscellaneous**

- 8.1. That where appropriate high-quality agency workers should be encouraged to apply for permanent posts.
- 8.2. That they shall consider (if practical) allowing agency workers, access to flexi-time policies to accommodate peaks and troughs in work this supports agency workers to, like the permanent workforce, work a maximum of 37 paid hours per week.
- 8.3. That agency workers are expected to perform their duties from a designated office location for a minimum of three (3) days per week. The office location will be determined based on operational needs, and attendance in the office is mandatory on these designated days unless prior approval for remote work or other arrangements has been granted by the agency supervisor.

## **ANNEX C - Regional Governance Process for Payment Above Capped Rates**

As a North-East region, we have committed to implementing capped social work agency rates from 4th November 2017 onwards. This commitment is shared across Chief Executives and Directors. This agreement will help to prevent social work churn across the system as well as reducing costs.

Any notification of the intention to operate outside of the MOU must be done with absolute clarity and transparency.

All assignments at hourly rates above the price caps should be signed off by the relevant Director of Children's Services (DCS) and Chief Executive (CEX) prior to the assignment being agreed. In line with the national guidance the 12 LAs have also agreed to this as an additional region-wide governance process.

### **1. Initial Request Submission**

The LA should submit a formal request by completing a [Request to Exceed Capped Rate Form](#) to the MOU Governance Group detailing the rationale for proposing a rate above the capped level. The request should include:

- The service in question
- The proposed rate and job roles
- Justification for exceeding the cap, including any exceptional circumstances, needs, or market pressures
- Evidence of attempts made to negotiate within the capped rate
- Financial impact assessment on the LA's budget
- Any alternative options considered and reasons for rejection

### **2. Regional Assessment**

Upon receipt, the MOU Governance Group will acknowledge the request within 5 working days.

The MOU Governance Group will review the request and supporting documentation to assess the justification for exceeding the capped rate.

### **3. Decision-Making Process**

The MOU Governance Group will convene a meeting (virtual) within 10 working days of receiving the request.

The MOU Governance Group will evaluate the submission based on criteria such as:

- Evidence provided in support of the request
- Impact on other LAs in the region
- Any examples for similar cases
- Compliance with regional strategies and frameworks

### **4. Approval or Rejection**

The chair of the MoU Governance Group will provide a decision in writing within 5 working days of the meeting, which could be:

- **Approved:** The LA can proceed with paying the rate above the cap, with any conditions specified.
- **Approved with Conditions:** Approval granted subject to certain conditions, with conditions provided.
- **Rejected:** The request is denied, with reasons provided, and the LA will need to explore alternative options.

## 5. Escalation Process

If the LA disagrees with the decision, they have the right to escalate the matter:

Submit an appeal using the [Escalation Process Appeal Form](#) within 5 working days of the decision, providing additional evidence or clarifications.

The appeal will be reviewed by the Chair of the MOU Governance Group and ADCS Regional Workforce Lead Director(s) within 10 working days, and a final decision will be made.

## 6. Monitoring and Review

If approved, the LA is required to submit quarterly reports to the MOU Governance Group governance, detailing expenditure, outcomes, and any ongoing challenges related to the above-cap payment.

The MOU governance group will conduct quarterly reviews in line with the DfE data submission periods to review of any above-cap rate approvals to identify trends, address market pressures, and adjust regional strategies accordingly.

## 7. Transparency and Reporting

All requests and decisions regarding payments above capped rates will be recorded in a regional register.

An annual report summarising the number of requests, decisions made, and any emerging trends will be published to inform wider regional strategies.

## 8. Process for Identifying and Addressing a Potential Breach

The authority identifying a potential breach will submit a query by completing the [MoU Log](#)

The ADCS Policy & Project Manager will escalate the query to the relevant authority. The authority in question must respond within 5 working days.

The response will be shared with both the MOU Governance Group and the Director Group. If no response is received, the MOU Log will be escalated to the MOU Governance Group and ADCS Regional Workforce Lead Director(s), who will follow up directly with the Director of the authority involved.

The MOU Governance Group will oversee and monitor the MOU Log.

## ANNEX D - Rates paid to the agency social worker

Price caps represent the **maximum** hourly rate a local authority can pay for an agency child and family social worker and should not be interpreted as standard or default.<sup>1</sup>

<b>Child &amp; Family Social Work Core Job Types</b>	<b>Capped agency payrate</b> <i>(day rate). As defined in NEPO June 2023</i>	<b>Capped agency payrate</b> <i>(hourly rate equivalent based on a 7.4-hour day/ 37-hour week)</i>
<p><b>Social Worker</b></p> <p>This is an experienced practitioner role. The postholder has at least three years' experience in direct employment in local authority children social care. They are expected to undertake cases independently and demonstrate an ability to adapt their approach from first principles to deal with more complex or unusual cases, assessing and managing risks appropriately.</p>	£157.41	£21.27
<p><b>Senior Social Worker</b></p> <p>This is an experienced practitioner role with specific responsibilities for dealing with more complex cases, including assessment and appropriate management of risks. The postholder may supervise students, trainees, less experienced professional team members, support staff or volunteers, and is expected to develop and share with others specialist knowledge in a particular area of practice and contribute to practice development.</p>	£181.02	£24.46
<p><b>Advanced Practitioner</b></p> <p>This role is that of technical authority with acknowledged depth of expertise, including the assessment and appropriate management of risk. The role focuses on driving practice improvement across the service through direct development of others and by actively participating in process mapping procedure specification, and strategy development. The role may involve dealing with the most complex cases, partly to maintain credibility and experience in the field. Assistant Team Manager and Principal Social Worker roles should be aligned to the Advance Practitioner core job type.</p>	Not defined in June 2023 rates	

<sup>1</sup> As defined by NEPO rates review June 2023. Rates review is ongoing and will be updated when complete – expected 2025

<b>Child &amp; Family Social Work Core Job Types</b>	<b>Capped agency payrate</b> <i>(day rate). As defined in NEPO June 2023</i>	<b>Capped agency payrate</b> <i>(hourly rate equivalent based on a 7.4-hour day/ 37-hour week)</i>
<p><b>Team Manager</b></p> <p>This role has accountability for managing the direction, delivery, and performance across a specialised field (e.g., fostering or family support) and/or geographical area. This is delivered in accordance with legislative requirements, relevant policies, and procedures, and agreed performance targets including assessment and appropriate management of risk. The postholder is expected to lead a team of staff. Responsibilities include recruitment, induction, training, supervision, and personal development; absence, capability, discipline, and grievance management; workforce planning, including succession planning and retention. They are also expected to lead on budget management and contribute to strategic planning.</p>	£208.42	£28.16
<p><b>Independent Reviewing Officers (IRO)/Conference Chair</b></p> <p>The IRO role has responsibility for providing an independent review of practice, including the assessment and appropriate management of risk and feedback, to ensure that the local authority provides a quality service that meets the individual needs of children and families. The Conference Chair role leads initial and review child protection conferences. Neither role has any operational or line management responsibilities for social workers, which means they are independent from any decisions made by the local authority's children's services.</p>	£196.09	£26.50



## **ANNEX E – Link to Agency Social Worker Standard Reference Template**

[Agency Social Worker Standard Reference Template \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

## **ANNEX F – Links to Regional Governance Process for Payment Above Capped Rates**

[Request to Exceed Capped Rate Form](#)

[Escalation Process Appeal Form](#)

[MoU Log](#)

**Document End**

*Any queries regarding this document should be emailed to [judith.dickinson@durham.gov.uk](mailto:judith.dickinson@durham.gov.uk)*