

DATED 31st October 2024

REISSUED October 2025

THIS VERSION UPDATES AND REPLACES ANY PREVIOUS VERSION

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 **31st October 2024** and reissued **28th January 2025**

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.¹

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).

¹ Department for Education. Children's social care: stable homes, built on love.
<https://www.gov.uk/government/consultations/childrens-social-care-stable-homes-built-on-love>

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 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 **31st of October 2024** through the pan-regional framework agreement organised by NEPO with the Managed Service Provider (MSP) 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 the DfE 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.

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. The maximum charge rates (ANNEX D) apply to all agency Child & Family Social Work Core Job Types from the 1st April 2025.
- 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 MSP contract from a social work perspective.

3. PROJECT TEAMS

- 3.1. Local Authorities will share any intention and rationale 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 MSP 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.
- 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

The North-East region has committed to implementing capped social work agency rates since the 4 November 2017. This commitment is supported by all Chief Executives and Directors and aims to reduce social work churn and control costs.

Any intention to operate outside the MoU must be communicated clearly and transparently. Assignments at rates above the agreed caps must be approved in advance by the relevant Director of Children's Services (DCS) and Chief Executive (CEX). This forms part of the agreed regional governance arrangements for the 12 LAs.

Emergency Process for an LA Considering Options Outside the MoU

Where a Local Authority (LA) is in difficulty and considering options, including operating outside the agreed terms of the Social Work Agency MoU, the following steps apply:

1. Notify

The LA must inform the region immediately that it is considering options, including operating outside the MoU.

Notification must not be retrospective (i.e., after any decision or action has been taken).

2. Emergency Meeting

An emergency meeting of DCSs will be convened within 24 hours.

DCSs may deputise to ADs or MoU Governance Group members if required.

The LA in difficulty will present the situation, outlining the pressures, risks, and reasons why options outside the MoU are being considered.

Regional colleagues will have the opportunity to:

- Explore whether support or alternative solutions can be offered to help the LA remain within the MoU.
- Express any concerns about the potential impact on their own workforce and market stability.
- Prepare their own workforce, communications, and market management approaches in light of the situation.

3. Record & Share

A written record of the discussion and any decisions will be created.

This record will be shared regionally, including with the Chief Executives group.

4. Monitor

Any agreed actions, including departures from the MoU, will be monitored through DCS Branch meetings.

5. Definition of a Breach

A breach occurs when either another Local Authority (LA) or the Managed Service Provider (MSP) notifies the region that they suspect an LA may be operating outside the MoU without first informing the region.

This does not imply proven wrongdoing; rather, it is a formal alert requiring further investigation and response.

All notifications of suspected breaches will be recorded in the MoU Log.

6. Process for Identifying and Addressing a Potential Breach

6.1 Raising a Potential Breach

Suspected breaches may be raised by another LA or the MSP

Concerns must be submitted via the MoU Log to ensure a clear and auditable record.

6.2 Initial Escalation

The ADCS Policy & Project Manager escalates the query to the relevant LA.

The LA must provide a written response within 5 working days.

6.3 Consideration of the Response

Responses will be shared with the MoU Governance Group and the Directors' Group. The Governance Group will review the information and determine whether the claim is:

- a. Confirmed as a breach – the Emergency Process for an LA Considering Options Outside the MoU will be activated.
- b. Unsubstantiated – the log entry will be closed, and all relevant parties will be informed of the outcome.
- c. Inconclusive – the matter will be escalated to the ADCS Regional Workforce Lead Director for further review.

6.4 Escalation Where No Response is Received

If no response is provided within 5 working days, the MoU Governance Group will escalate to the ADCS Regional Workforce Lead Director.

The ADCS Regional Workforce Lead Director will follow up directly with the LA's DCS to secure a response.

6.5 Timescales for Resolution

The Governance Group will aim to reach an outcome (breach confirmed, unsubstantiated, or inconclusive) within 10 working days of receiving the LA's response.

6.6 Appeals and Dispute Resolution

Where an LA disputes a finding of breach, the matter may be referred to the Regional DCS Group or the ADCS Regional Chair for review and final determination.

6.7 Communication Protocol

The outcome of all breach investigations (confirmed, unsubstantiated, or inconclusive) will be communicated to:

- The LA concerned (DCS and Chief Executive).
- The MoU Governance Group.
- The Directors' Group.
- The MSP (where appropriate).

6.8 Oversight and Learning

The MoU Governance Group will oversee and monitor all entries in the MoU Log.

Learning from breaches (or near misses) will be shared with all LAs to support consistent compliance with the MoU.

ANNEX D - Rates paid to the agency social worker

In response to the DfE Statutory Guidance published in 2024, the MoU Governance Group requested that NEPO undertake a review of the existing MoU Capped Rates in line with the implementation of the new national rules for Agency Social Workers.

A methodology was developed which brought the current MoU capped rates into compliance with the requirements set out in the DfE's guidance for:

- Disaggregated costs to enhance transparency
- Caps based on an inclusive rate, including all statutory variables.
- Capped rates expressed as an hourly maximum rate
- All MoU roles aligned to 5 core job types.

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. This rate includes:

- Worker's hourly pay
- Employer National Insurance contributions
- Apprenticeship levy (if applicable)
- Holiday pay
- Employer pension contributions (if applicable)
- Administration fees (agency, managed service providers, and framework fees)
- Other fees (e.g., travel, accommodation, finder's fees, bonuses)

This maximum charge rate applies regardless of whether the worker is paid directly (PAYE) or through an intermediary like an Umbrella or Limited Company. These caps are the highest amount local authorities should pay and are not standard or default rates.

The maximum charge rates listed below apply to all agency Child & Family Social Work Core Job Types from the **1st April 2025**.

Child & Family Social Work Core Job Types	Maximum Charge Rates
Social Worker 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.	£31.58

Senior Social Worker 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.	£36.04
Advanced Practitioner 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.	£38.89
Team Manager 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.	£41.21

Independent Reviewing Officers (IRO)/Conference Chair 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.	£38.89
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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 – Link to MoU Log

[MoU Log](#)

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