

Yorkshire and the Humber Partnership- Memorandum of Understanding for the use of agency child and family social workers.

Date 2nd January 2025

This agreement has been developed to manage the agency supply chain, improve the quality of agency staff and regulate pay rates within Children's Social Work in the region.

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AUTHORITIES in the partnership

Local Authority	Director of Children's Services	Signed	Date
Barnsley			
Bradford			
Calderdale			
Doncaster			
East Riding of Yorkshire			
Hull			
Kirklees			
Leeds			
North East Lincolnshire			
North Lincolnshire			
North Yorkshire			
Rotherham			
Sheffield			
Wakefield			
York			

1. BACKGROUND

- 1.1 The Yorkshire and Humber (Y&H) Memorandum of Understanding (MoU) has been in place since 2022. This version replaces the previous document and has been reviewed and updated with input from all authorities in the region. It is designed to address current challenges in the Children's Social Work workforce with a particular focus on the supply, costs and quality of agency social workers.
- 1.2 The Y&H Local Authorities have agreed to work collaboratively to implement the new DFE Statutory Guidance for Agency Social Workers, covering all aspects of the DFE Statutory Guidance, including rates of pay for specific roles (see Annex D) and update the MOU accordingly.
- 1.3 The scope for this Memorandum of Understanding (MoU) covers children's social worker roles for agency supply, from post ASYE year to Team Managers, Independent Reviewing Officers (IRO) and Child Protection chairs and refers to temporary workers placed or working with children and families in the Yorkshire and Humber region.
- 1.4 All Local Authorities will work together to record the basis on which they will collaborate with each other in relation to implementing various aspects of recent Statutory Guidance. This Memorandum of Understanding (MoU) sets out the:
 - a. Key objectives of the Statutory Guidance
 - b. Principles of collaboration
 - c. Governance structures
 - d. Respective roles and responsibilities.

2. KEY OBJECTIVES

- 2.1 As a region we are committed to providing high quality support for all children who need social work involvement in their lives, across all our Local Authority areas. For children and young people, it shouldn't matter whether their social worker is an agency worker or a permanent member of staff; they should always expect an experienced worker who provides consistent support over an agreed timeframe and a good ending when social work support ceases or a worker moves on to another role and/or Local Authority. These are the basics to achieving high quality, relationship based social work for all children who need it.
- 2.2 Whilst achieving quality and consistency of social work for all children is the key driver of our MOU, achieving best value and supporting those Local Authorities who, at times, rely on higher numbers of agency staff, are equally important drivers which underpin the strength of the partnership approach to our MOU.
- 2.3 Within this context and ambition, we will work together to:
 - Avoid and prevent unmanageable escalation of agency pay rates.
 - Agree appropriate social work agency rates that provide better alignment against permanent staff salaries and make permanent roles more attractive overall.
 - Ensure that where managed or project teams are engaged, the disaggregated costs are equivalent to the agreed rates.

- Agree that to qualify for agency appointments, candidates must demonstrate a minimum of 3 years' post-qualified experience within Children's Services Social Work (irrespective of their pathway to the profession).
- Ensure that all agency workers work on-site for a set number of days, as agreed with the authority, to visit children, young people and families and to take part in meetings as appropriate.
- Ensure that fully remote working will not be promoted in the region.
- Agree to ensure that all out-going agency workers serve a suitable notice period, which is aligned to that of permanent workers in the region to allow for a safe handover of children and families. All Local Authorities in the region have agreed that 4 weeks is an acceptable notice period. Local Authorities are able to end assignments sooner than a four week notice period when it is reasonable to do so
- Not engage agency workers who have not completed the expected notice period with a previous Local Authority.
- Agree to adopt standardisation in referencing and vetting of all agency workers.
- Collaborate and share data across the region including rates, margins and contractual arrangements.
- Not engage agency workers who have left a permanent role in the previous three months. This does not apply to permanent staff moving to Permanent or Fixed Term Contract roles in other Local Authorities in the region. Social workers who are made redundant from a permanent post will be considered in line with organisational policies.

3. PRINCIPLES OF COLLABORATION

The Authorities agree to adopt the following 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 major concerns, issues or opportunities relating to the Project.
- d. 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.
- e. Adopt a positive outlook. Behave in a positive, proactive manner.
- f. Adhere to statutory requirements and best practice. Comply with applicable laws such as off-payroll working (IR35) regulations, agency worker regulations (AWR) and standards including EU (European Union) procurement rules, data protection and freedom of information legislation.
- g. Act in a timely manner and respond accordingly to requests for support.
- h. Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU.
- i. Act in good faith to support achievement of the Key Objectives and compliance with these Principles.

4. GOVERNANCE

4.1 Directors of Children's Services and Assistant Directors commit to implementing the MOU in their own service, and to holding their peers to account through honest and direct discussion of any issues arising.

4.2 Directors of Children's Services

All DCS in the region will provide overall strategic oversight and direction for the MOU both on regional and collective basis and within their respective Local Authorities. The reporting link into this meeting comes from the regional ADCS (Association of Directors of Children's Services) Workforce sponsor.

4.3 Task and Finish Implementation Group (during implementation period)

- a. The MoU task and finish group will develop an implementation plan to ensure the objectives in section 2 are met.
- b. This group is Chaired by an AD from the Regional AD safeguarding group and supported by the DCS workforce lead and regional improvement lead and an ADCS WF officer. It will provide assurance to the Directors' Meeting that the Key Objectives are being met and where needed, escalate risks and issues.
- c. The task and finish group consists of AD and HR representatives from each of the subregions including the Regional Employers Director.
- d. Once the MOU is in place this group will be disbanded and the MOU governance group established.

4.4 MOU Governance Group

- a. The MOU governance group will oversee and monitor the progress and compliance of the MOU once agreed and in place, escalation is to the DCS group where appropriate. A workforce officer lead role will be established to support this work. The role will have responsibility for collating agency worker data from all LA's and Trusts in the region which will be formulated into one data dashboard and shared with the MOU governance group.
- b. The role of the group will be one of both support and challenge.
- c. The separate terms of reference set out the purpose and role of the group.
- d. The MOU governance group is chaired by the DCS workforce sponsor and consists of AD and HR representatives from each of the subregions, the ADCS workforce officer and ADCS SLIP lead.

4.5 Reporting

- a. The MOU governance group will oversee progress, supported by the workforce officer role on the MOU and report directly to DCS group on a quarterly basis or at other times by exception.
- b. Overall progress will be overseen at quarterly SLI Executive meetings and into bi-monthly ADCS Branch meeting, and will include issues being addressed, issues requiring help (that is, escalations to ADCS Meeting) and progress planned next period and/or aligned with the frequency of the ADCS Meeting.

- c. Chief Executives will receive update reports on an “as required” basis, reflecting upon progress, issues, challenges, and strategic planning. Chief Executives will be alerted to any breaches of the MOU in a timely way via their DCS.

5. ESCALATION

- 5.1** If any party has any issues, concerns or complaints regarding the MoU, that party shall notify the other Local Authorities and the Local Authorities shall then seek to resolve the issue by a process of consultation via the MOU governance group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the MOU Governance group or Chair, the matter will, by agreement, be escalated to the Directors’ Meeting 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 AD Safeguarding Delivery Group Chair and the DCS Workforce sponsor. 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 MOU, without the prior approval of the MOU governance group (or its chair) who is also the DCS workforce sponsor.

6. IMPLEMENTING THE CAPPED RATES AND QUALITY SPECIFICATION

- 6.1** Following the implementation of the capped rates 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.
- 6.2** The support process involves the Chair of the MOU governance group who is also the DCS workforce sponsor, the SLI DCS Lead and the ADCS Chair, where appropriate. Despite support, should a local authority remain outside of the capped rates the final stage of this process is escalation to the regional Chief Executives group.

7. TERM AND TERMINATION

- 7.1** This MoU shall commence on 2nd January 2025 with the signature of all Local Authority DCSs and shall be formally reviewed within three months and then every 12 months thereafter. The first review and updates will be completed by 1st April 2025. The MoU and the capped rates will be reviewed on an annual basis by the MOU governance group.

8. VARIATION

- 8.1** This MoU, including the Annexes, may only be varied by agreement of ADCS DCS group, following initial conversation at the MOU governance group, SLI Executive and ADCS Branch.

9. CHARGES AND LIABILITIES

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

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

10. The Statutory Guidance Regulations

10.1 Price Caps

LA/Director agree:

- To pay the fixed agreed hourly capped rate for all new deployments (as set out in ANNEX D).
- All LA's/Trusts will have three months from the start date of the MOU to bring any existing agency workers in line with the pay rates.
- Where corporate policy allows, that agency staff sourced directly with an agency SW provider and not supplied through an umbrella company such as Matrix, will be done so at the same agreed capped rates.

10.2 Post Qualifying Experience

LA/Director agree:

- Not to engage social workers with less than 3 years' experience, including international social workers, via any agency.

10.3 Training and Development

LA/Director agree:

- to pay the day rate to the agency and cover the cost of the training for core mandatory training (as identified by each LA)
- to not cover the day rate to the agency for additional non mandatory training but will cover the cost of training.
- to not cover the day rate for specialist training to the agency and will not cover the cost of training (although where possible agency workers will be able to access the training at their own expense).

10.4 Notice Periods

LA/Director agree:

- To minimise immediate and quick departures and the associated impact on children and the permanent workforce that where reasonably practicable at least a 4-week notice will be given to secure a new worker, this allows for references to be checked and for DBS (Disclosure and Barring Service) / Disclosure Scotland checks to be made.
- To ensure exiting agency social workers are required to fulfil the contractual notice period of the particular LA.
- To not accept agency staff that have not completed the required notice period with a previous local authority.

- To not hire individuals to agency posts if they are in an existing contract/assignment in one of the 15 LA's and 1 CT-see cool off period below.

10.5 Cool off period

LA/Director agree:

- Not to engage agency workers who have left a permanent role in the previous three months. This does not apply to permanent staff moving to Permanent or Fixed Term Contract roles in other authorities within the region. Social workers who are made redundant from a permanent post will be considered in line with organisational policies. This will be effective from October 2024.

10.6 References

LA/Director agree:

- To obtain written references using the agreed Y&H standard reference template in ANNEX E before securing agency social workers. This is effective from September 2024.
- To ensure that all pre-employment information checks are carried out before engaging social workers.

10.7 Data Collection

LA/Director agree:

- Each LA/Trust will provide monthly data to the DCS and shared across DCS /AD group until the data dashboard has been developed. This will be subject to review at the first review of the MOU.

10.8 Project Teams

LA/Director agrees:

- To implement governance arrangements that allow the LA to maintain complete oversight and control of social work practice delivered by that arrangement.
- Not to engage managed/project teams on rates that exceed the individual rates set out in the MOU. Costs must be disaggregated.
- Not to pay additional fees such as tenure bonus payments or payments based on KPI performance measures.

Escalation and Transition Process

Social Work Agency Rate Monitoring and Reporting

We have agreed to implementing updated capped social work agency rates from 2nd January 2025. This agreement is shared across Chief Executives and Directors of the Yorkshire and Humber region.

Maintaining the rates requires adherence from all Directors, and monitoring this requires the use of management information that will be provided to DFE to be shared across the Y&H Region too.

The information provided will be used by Directors to intervene should their service be paying rates more than the agreed regional cap. If this is not the case, the Escalation Procedure will be activated to support that local authority where possible and/or to escalate concerns.

Notification of new risks associated with compliance with MOU

Where any LA or Trust is experiencing staffing challenges out of the norm and has identified new risks relating to the MOU that means they may be unable to comply they must:

1. All assignments above the price cap should be signed off by the relevant local authorities Director of Children's Services (DCS). LA Chief Executives should be made aware.
2. Record full details of the risks and their plan to Y&H ADCS Group by completing the 'MOU transition form' in ANNEX XX and sending it to the workforce lead officer.
3. Notifications must not be used by Authorities as a means of retrospective intention to operate outside of the capped rates.
4. Transition requests will be monitored by the MOU governance group.
5. Where non-adherence to the transition plan occurs, the Chair of the MOU governance group will convene a supportive discussion with the LA DCS.

MOU Transition Notification Form

Authority	
Name and Email of person completing form	
Date	
Reasons	
What alternatives have been considered?	
Period transition will be in place.	
What activities are planned to support the removal of the Arrangements.	

I confirm the LA will not:

- engage a candidate if they are leaving a permanent contract in another LA to take up an agency role with us for a minimum of 3 months after leaving their permanent post. 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 considered in line with organisational policy.

I confirm that this transition form has been shared with the local authorities Chief Executive.

Sign, Print Name & Date

MOU Governance Comments, Review & Action TBC

Date	Comment/Review	Action

MOU Log TBC

This form will be shared with the MOU governance group and ADCS as necessary, please complete it in full and send a copy to XXXX

A potential breach is identified.

1. The authority raising the potential breach will raise the query by completing the MOU (Memorandum of Understanding) Log
2. The ADASS / ADCS Policy & Project Manager (Workforce) will raise the query with the authority in question
3. The Authority will respond to the query in no more than 5 working days
4. The response will be shared with the MOU governance group and Director Group
5. In the case of no response to the query the MOU Log will be raised to the Workforce Lead Director/Regional Chair who will seek a response with the Director of the authority raised on the MOU Log
6. The MOU Log will be monitored by the MOU governance group.

Date raised	Name of LA raising the query	Name of LA to which the query relates	Provide as much detail as possible in relation to potential breach	Provide detail as to what action has taken place	Which agency does this relate to

ANNEX D - Rates paid to the agency social worker

The rates set out below are PAYE rates and are exclusive of Employers' National Insurance and holiday pay. The rates also exclude agency mark ups, which remain unchanged.

Role	Capped agency pay rate <i>(hourly rate equivalent based on a 7.4-hour day)</i>
Social Worker	£30
Senior Social Worker	£35
Advanced Practitioner	£37
Social Work Team Manager	£40
Independent Reviewing Officer and Child Protection Chair	£40

ANNEX E – Standard reference template

1. **Standard Agency Reference Template**

Section 1 – Basic Reference

Worker Details

Name:	
Social Work England registration number:	

Assignment Detail

Start date:		End date:	
Job title:			
Area of practice:	<input type="checkbox"/> CiN/CP <input type="checkbox"/> LAC <input type="checkbox"/> Fostering <input type="checkbox"/> Adoption <input type="checkbox"/> Other:		
Did the assignment include court work:	YES / NO		

Was your last permanent job within the same region as the agency placement you are applying for:	YES / NO
If answer to above is <u>YES</u>, answer below:	
Which authority did you work for:	
What was your exact leaving date:	

Section 2 – Detailed Reference

Referee Details

Name:	
Job title:	
Local authority:	
Email:	

Declaration

I confirm that I am authorised to give the assessment detailed outlined in this form.

By supplying this assessment, I understand I am giving the recipient permission to disclose the information contained in this document to third parties.

Signature:

Date:

Competency Assessment

Strong: Very experienced, consistently high performance

Competent: meets all basic expectations, consistently effective performance

Requires development: inconsistent or not fully effective, may relate to competency or behaviour.

		Strong	Competent	Requires Development	Unproven
Knowledge & record keeping	Knowledge and understanding of child protection policies, procedures, and legislation				
	Maintenance of accurate and up-to-date records and documentation				
	Writing clear, concise, and comprehensive reports, assessments, and plans				
Assessment & intervention	Ability to assess needs, strengths, and risks to ensure safety and well-being				
	Development and implementation of effective plans utilising evidence-based approaches				
	Ability to prioritise tasks and handle competing demands while maintaining a focus on the best interests of the child				
Working effectively with others	Ability to work collaboratively with multidisciplinary teams and partner agencies				
	Promotion of open and effective communication				
	Sensitivity in working with individuals and families from diverse backgrounds				

Professionalism	Openness to feedback and commitment to continuous learning				
	Engagement in reflective practice and critical analysis of own practice				
	Adherence to professional values, ethics, and conduct				

Performance and Fitness to Practice

Is the worker subject to any active disciplinary actions:		YES / NO
Details:		
Are you aware of any open fitness to practice concerns with the regulator:		YES / NO
Details:		
Would you re-employ this worker in a similar role:		YES / NO

Details:

If you identified a development need in the competency assessment, please give further details: