

Written Agreements – Child in Need and Child Protection

1. Introduction

The W3 Serious Case Review (SCR) which reported in March 2014 identified the need for a review of the use of written agreements and the (limited) circumstances in which they may be useful in safeguarding and promoting the welfare of children be clarified.

This document provides guidance for staff on the use of **written agreements** in Child in Need and Child Protection cases, but not to the use of written agreements in the Public Law Outline (PLO) process. For Child in Need and Child Protection processes, written agreements can provide a useful tool to achieve short-term actions to protect a child and promote their well-being.

A written agreement does not replace any plan already in place but may be helpful as an interim measure to make any additional requirements of the parent/carer clear, whilst the child's plan is being updated or put into place. In such situations, a copy of the Child Protection or Child in Need Plan should be attached and any actions in the written agreement should relate directly to the plan.

A written agreement needs to be drafted in consultation and in partnership with families to negotiate the tasks that are required to promote the child's welfare.

A written agreement is not a legal document, but are a tool developed to clarify expectations for a short-term period while assessments are completed and/or plans are put into place or updated.

2. Written Agreements

A written agreement is a **partnership** document which aims to clarify the detail of and sign up to a plan or a particular aspect of a plan.

A written agreement is both a formal record of an agreement to cooperate and an essential working tool in safeguarding children. It is not legally binding and only applies when all parties agree and sign up to the actions recorded. The agreement should be signed by all parties and dated as the document does not constitute an agreement unless all parties agree and sign up to the actions recorded.

A written agreement should only be used in emergencies and for short periods (hours/days) and when the practitioner judges that the individual is likely to comply, even if they do not like it e.g. a grandparent who has temporarily assumed care of a child agreeing not to allow unsupervised contact with a parent for the duration of a Child Protection Assessment/Section 47 Enquiry.

A written agreement is not a legal document, but is a tool developed to clarify expectations for a short-term period while assessments are completed and/or plans are put into place or updated.

All written agreements should have a review date which should coincide with the completion of an assessment or updating of a plan.

Families must have a clear understanding as to what is expected of them and what they can expect from their social worker and other professionals. This information needs to be clearly and accurately recorded in the written agreement. This should include what support families will have on the task they are asked to undertake. Social Workers should take measures to ensure parents/carers understand what is expected of them, e.g. the use of sign language, an interpreter etc.

Written agreements should:

- Be specific to the needs of the child/young person
- Be clear about actions required and the support offered
- Be free of jargon
- Identify measures that will be used to track progress
- Identify contingency actions (if the written agreement isn't stuck to)

The child's social worker should share written agreements with other key professionals who are involved with the child/young person.

2.1. Context

The child's Social Worker should clearly outline the current circumstances, which have resulted in the need for a written agreement. This should include the written agreement's aims and objectives, and how they will know when these have been achieved.

The written agreement should be clear to the parent/carer about who they should contact if they have any additional concerns, or if their circumstances change.

2.2. Participants:

Who is involved in this written agreement? – use full names and relationship to the child/young person, including the key worker (child's Social Worker) details, including their contact details and the contact details of their line manager.

2.3. Timeframe:

The written agreement must identify the specific timeframe which the agreement will cover and must state the date when the agreement will be reviewed.

2.4. Specific tasks:

The child's Social Worker should write down each specific task that is being expected of them and of the parent/carer.

The child's Social Worker should record clearly who has responsibility for each individual task and should record the detail. For example, for supervised contact it should state:

- How often, and the duration
- Who the contact is with?
- Who cannot be involved?
- Where contact takes place, e.g. health appointments
- Who is responsible for taking and fetching the child?
- Who else can attend?
- Emergency contact numbers
- Daily contact numbers/emails.

2.5 Signing of the Written Agreement

All parties who are subject to the written agreement must sign and date the document to acknowledge their own roles and responsibilities. The written agreement should have an end date and signed copies of the must be available on the child's file.

A case should not be closed with an existing written agreement or letter of expectations in place. These should be reviewed and concluded prior to any case closure.

Written agreements must be signed in the presence of the child's social worker who must provide their contact details and those of their line manager.

2.6. Reviewing the Written Agreement

There must be an agreed date for when the written agreement will be reviewed. If the child is subject to a Child Protection Plan, then it should be reviewed at the next key meeting, whether that be a ICPC, Core Group, Child in Need Meeting or a Child Protection Review Conference.

The requirements within the written agreements must be embedded into the Child Protection Plan / Child in Need Plan at the earliest opportunity.

The review also applies when a written agreement is in place for children who are placed with parents, family or friends.

Any amended written agreement must constitute a new document being drawn up, signed, dated and placed on the individual child's file.

2.7. Contingency

The written agreement must be explicit as to what steps will be taken if the written agreement is not complied with.

3. When Not to Use a Working Agreement

There are some situations when written agreement should not be used. This will include situations when there is evidence that a parent or carer has failed to cooperate in the past, where there are global or long standing concerns, where there are concerns about a person's capacity or where the concerns relate to contact with a sex offender.

In some cases where an agreement might otherwise be appropriate, if one or more of the parties should refuse to sign, there can be no agreement with the person or persons concerned, and compulsory intervention may be needed. In these circumstances, legal advice should be obtained.

4. Case Law

Case law makes it clear that a written agreement must not be used as a means of controlling a parent or carer as a substitute for issuing care proceedings. The genuine consent of the parent is required.

Written agreements do not prevent the Local Authority from fulfilling their Regulation 24 responsibilities. Written agreements should consider issues around Reg 24 placements and who the child/young person lives with, and on what basis (i.e. legal status). If necessary, further advice should be obtained from the Team Manager, Group Manager or Legal Services.

Although a written agreement is not a legal document, breach of a written agreement may be the reason why the Local Authority considers it necessary to 'step up' involvement, or to issue court proceedings.

While it is important that the written agreement clearly sets out the consequences if its terms are breached, case law makes it clear that this should not be worded in terms of a threat or suggest that the Local Authority is engaging in the written agreement solely as a means of obtaining evidence to present for the court.

5. Good Written Agreements

- **S**pecific, **M**easurable, **A**chievable, **R**ealistic and **T**ime-limited;
- Balanced - clarifying everyone's full undertakings;
- Clear about their aim/goal;
- In response to a critical incidence or matter arising
- Clear about the consequences of failure to deliver, for family members and professionals;
- Clear about contingencies;

- Written in clear language without jargon, acronyms or abbreviations;
- Clear about when they will be reviewed.

Written agreements are only effective if they are monitored rigorously, breaches dealt with quickly and the specified consequences of compliance or non-compliance implemented. All members of the group of professionals working with the family can contribute to the written agreement and should hold a copy securely on their records.

6. Legal Advice and Advocacy

The agreement stands from the time it is signed by parent or carers. All parties may wish to obtain legal advice; this should be undertaken within five working days. Parents have the right to involve an advocate in any meeting where a written agreement is made.

Written Agreements must be countersigned and dated by a Team Manager.

If for any reason an address must remain confidential and not put on the Agreement document, it should read 'Address is confidential and kept on Children's Services files'.

7. Failure to Co-operate

All parties should abide by the actions agreed.

Children's Service's has a responsibility to inform carers of the consequences of not adhering to the agreement. Any failures or breach of the written agreement must be followed up and the specific consequences of non-compliance implemented.

Equally Children's Services and other parties to the agreement also have a responsibility to comply. Parents and carers should be informed of their right to complain if agency representatives fail to adhere to actions they have agreed to.

8. Involving the Child or Young Person

Consideration should be given to sharing the written agreement with the child or young person so that they can be clear about what has been agreed. It may also be appropriate for a young person to contribute to creating the agreement and to sign the agreement.