

WRITTEN AGREEMENTS: GUIDANCE NOTES

1. Introduction

A written agreement is not a legal document. 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. Clearly without negotiation and partnership any agreement will be ineffective.

A written agreement does not replace any plan which is already in place. Any issue that is being addressed through the written agreement will need to be incorporated in the overarching plan as soon as possible.

A written agreement could also be helpful as an interim measure up to the ICPC, or to address a specific action where the CP Plan may require the explicit commitment of the family to achieve. In this case, a copy of the CP Plan should be attached and any actions in the written agreement should relate directly to this plan.

Written agreements offer potential for promoting good practice in working in partnership with families, with a shared responsibility between social workers and families to achieve best possible outcomes for a child / young person. It must be acknowledged that written agreements do not guarantee a child's safety. It is of paramount importance that families are actively encouraged to engage in this process for it to be successful.

Families must have a clear understanding as to what is expected of them and what they can expect from Vulnerable Children and Corporate Parenting Division. This information needs to be recorded in the document. This should include what support they will have on the particular task they are asked to undertake. Social workers should evidence measures they have taken to ensure understanding of the agreement, i.e. this could include the use of sign language, an interpreter or a social worker or other professional from a different discipline to ensure the best mode of communication for the parent / carer is available.

Written agreements must be clear of jargon with unambiguous language. The worker responsible for drafting a written agreement needs to ensure that they avoid vague terminology e.g. 'reasonable discipline' or 'participate in counselling' etc and are specific in outlining the actual tasks and expectations.

Whilst there are components of a written agreements that will apply to all circumstances, each written agreement must be specific to each individual child or young person and their presenting circumstances.

A written agreement needs to be drafted in the context of the presenting concerns, having clear and realistic aims and objectives, and what is needed to measure when the plan has been achieved.

The child's welfare must be the focus of any written agreement.

The written agreement must include what actions will be taken if the written agreement is not adhered to.

2. Components of a written agreement:

2.1 The context of the agreement

The worker needs to clearly outline the presenting circumstances giving rise to the need for a written agreement. What are the aims and objectives of the agreement, and how they know when they have been achieved.

2.2. Participants

Who is involved in this written agreement – use full names and relationship to the child/young person including the workers details.

2.3. Timeframe

The written agreement must highlight the specific timeframe which is to be covered by the written agreement.

2.4. Specify tasks

Write down each specific task that is being expected of the parent/carer, and the worker.

Be explicit about who has responsibility for each individual task and record the detail:

e.g. Supervised contact:

- How often and the duration
- Who with
- Who cannot be involved
- Where

e.g. Health appointments:

- Who's responsibility is it to take the child
- Who else can attend
- Emergency contact numbers
- Daily contact numbers

3. Signing of the written agreement

All parties who are subject to the written agreement must sign and date the document. The purpose being, to acknowledge individual roles and responsibilities, and that all parties clearly understand individual responsibilities.

4. Change of circumstance

Has the worker made it explicitly clear to the carer who they are expected to contact if they have any additional concerns or if their circumstances change. The worker must provide their contact details and the contact details of their line manager.

In the event that the initial arrangements agreed are seen not to be working, the social worker needs to make an assessment of the circumstances to determine whether additional support is required to promote and maintain the child's welfare.

5. Reviewing the written agreement

From the outset, there needs to be a date agreed when the document will be reviewed. If the child/young person is subject to a Child Protection Plan, then any written agreement in place must be reviewed at the Initial Child Protection Conference, Core Group and subsequent Child Protection Review Conferences.

If there is a Child in Need Plan in place, then any written agreement must be reviewed at each Child in Need Plan meeting.

Written agreements must be embedded in the Child Protection Plan / Child in Need Plan following the initial meeting.

The review process equally applies when a written agreement is in place in respect of children/young people 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.

6. If the written agreement is not being complied with

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

There should be an observation on CareFirst stating 'a signed copy of the written agreement is on ESCR'. An alert to this observation MUST be sent to the Emergency Duty Team (EDT).