

POLICY & PRACTICE GUIDELINES – WRITTEN AGREEMENTS

Guidance for Practitioners – (Please use the attached Written Agreement Template at the end at this document)

NB Written Agreements are not to be confused with the Contract of Expectations that we may implement with parents where we are involved in the PLO process.

These procedures set out our intention in relation to Written Agreements and reflect the way in which we seek to work with families and connected persons to achieve the best outcomes for children & families.

Written Agreements are used by Children’s Social Care when there is a need to ensure the safety and wellbeing of children during periods of assessment and /or intervention.

These agreements are meant as a short term arrangements and should not be used as a long term strategy for working with a family.

Written Agreements do this by outlining what we are concerned about and what is required of parents/carers in relation to how they work with the Local Authority regarding assessments, appointments, living arrangements, including any supervisory arrangements with other family members or connected persons.

Written Agreements have the purpose of emphasising and provide clarity on what professionals expect from families as a way of working with them to ensure that family members take seriously their responsibilities for the care and/or safeguarding of the children involved.

Written Agreements need to be used and implemented consistently across the service and only to be used where they are relevant and for the benefit of the child. Each agreement must be written clearly with clear timescales for review.

- The limitations of these agreements should be made clear.
 - Written Agreements should only be used in exceptional circumstances and not used as a matter of routine – over dependence in the use of Written Agreements will reduce their impact and value.
 - It should be clear and explicit in every Written Agreement that *‘this is a voluntary agreement and not legally binding’*. Parents/Cares must be advised to share the Written Agreements with a solicitor.

- All Written Agreements should be agreed and signed in advance by a Team Manager to demonstrate sufficient weight and authority, before they are given to Parents/Carers.

- Written agreements should be specific and have clear expectations. Professionals need to be assured that parents genuinely understand the agreement.
- Agreements should be underpinned by thorough assessment that is clear about risk and protective factors of all relevant adults and family members.
- They should be produced with parents who are equally committed to changing their behaviour.
- There must be clarity on how the written agreement will be monitored and reviewed in accordance with multi-agency plans and how this will inform the assessment of risk and action taken.
- A clear focus should be on the work undertaken with family members to effectively manage risk and protect children - in particular work to change the behaviour of the perpetrator

Written Agreements

Written Agreements should not be used to list a whole set of requirements or expectations which would otherwise be contained in a Child Protection/Child in Need plan. They are useful as a means of confirming expectations and for testing out levels of co-operations whilst longer term work is completed. They are not, when used alone, a tool for achieving change.

For Written Agreements to be an effective protection measure for children, they need to be child focussed and based on full assessment of co-operation levels. It should be clear within the Written Agreement what will happen if parents breach the agreement, and also set out a 'contingency plan, in the event of the agreement not being upheld. Written Agreements must be rigorously monitored.

Written Agreements are not legal documents, but can be provided as supporting evidence if an application is made to the Court at a later stage. They are not a substitute for the PLO process, Letter before Proceedings and subsequent Contract of Expectation within PLO, which is a legal document.

The Written Agreement needs to make it explicitly clear to the parent/carer who they are expected to contact if they have any additional concerns, if they are not able to adhere to the agreement, or if their circumstances change.

Written Agreements do not change or give parental responsibility to other people involved.

Written Agreements are a statement of the Local Authority's concerns and advice to parent/carer; they are not a legal contract and therefore there is no requirement for parents to sign this agreement

Within the Written Agreement, you must clearly outline the grounds for concern and be specific about the safeguarding concern and risks of harm that you have identified. – Be clear about what you are asking the parent/carer to do. Expected actions need to be brief, clear and SMART (e.g. 'you are expected to supervise all contact between John and his father' is ok; 'you must protect John from likely harm' is not.)

You need to ensure that there is a clear review date within the Written Agreement and the **review is recorded on the child's record**. A copy of the Written Agreement is to be scanned and added to 'documents section' of child's case records. All professionals working with the family should be provided with a copy of the Written Agreements. It is important that partner agencies know what is agreed.

Upon completion, the Written Agreement should be handed personally (wherever possible) to the parent/carer with an explanation of why this has been deemed necessary

Examples of where you may wish to consider a Written Agreement

- Situations such as physical or sexual harm where as part of a Section 47 investigation or agreed child plan, that the parent / carer is being advised to keep the perpetrator away from the home, the child and/or to supervise the contact between the child and the person who poses a risk
- Situation of domestic abuse where the parent/carer is being advised to keep the perpetrator away from the home and the child. ***It is important that you give very careful consideration to using such arrangements where there is domestic abuse. It is only appropriate to use these arrangements where a risk assessment has assessed them as being able to manage any risk that the perpetrator may present and the perpetrator is willing to work on their behaviour.***

Situations where Written Agreements SHOULD NOT be used

Written Agreements SHOULD NOT BE USED at the point of closure of any case, or to support an exit plan – Written Agreements require review and monitoring therefore this is not appropriate when closing a case.

Case Law

The use of Written Agreements in potential Reg 24 situations needs to be carefully considered. Written Agreements do not prevent the Local Authority from fulfilling their Reg 24 responsibilities. Written Agreements should give careful consideration to issues around Reg 24 placements and who the child lives

with, and on what basis (legal status) in line with case law. In such situations, advice from the Team Manager, Service Manager or Solicitor is likely to be required.

Case law makes it clear that Written Agreements 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.

Where Written Agreements are intended to provide that a child should live away from their parent/usual carer, then particular care is needed to record in writing the legal status of the intended placement, and in particular, whether the arrangement is considered to be Section 20 (CA89) accommodation or a private family arrangement.

Case law makes it clear that whether a placement is Section 20 or a private family arrangement depends upon how the law applies to the particular facts of the case, and is not simply a matter of decision for the Local Authority. (Advice will need to be obtained from Legal services on such issues.) However, the Court will take into account the understanding of the Local Authority, and other parties regarding the nature of the placement when they entered into the Written Agreement. This is why it is particularly important that this understanding is recorded correctly by the Local Authority and that all parties to the Written Agreement are aware of this.

Recording incorrectly, or failing to record this matter at all, could have legal consequences in terms of the way the placement is subsequently treated, and the nature of the obligations upon the Local Authority.

If there is any doubt about how such provisions should be recorded, then the advice of a Team Manager or Service Manager and if appropriate, Legal Services, must be sought before the written agreement is presented to the family.

Provisions for children living outside of the family should always be agreed with the Service Manager, who will ensure legal advice is sought where necessary

Whilst Written Agreements are 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.

It is important that the Written Agreements 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.

Practice Standards

Written Agreements should be on headed paper. They should be typed on paper with Cheshire East Logo at the top.

The attached Template is to be consistently used.

Signatures: - Written Agreements must always be discussed and agreed directly with the adults who are to sign them. They must be signed and distributed before the Written Agreement commence.

Supervisory of living arrangements: - Written Agreements are frequently used to specify that certain adults should not live with the children involved, or that their contact with the child will be supervised, (e.g. by other family members). This should only be agreed when it can be demonstrated that this course of action is based on a clear risk assessment and that the risks are manageable. In these situations unannounced and 'spot check' visits needs to be made to ensure that the agreement is being adhered to.

Sharing Written Agreements: - Written Agreements will only be effective if they are monitored by all agencies involved with the family. Therefore all agencies involved with the family need to be provided with a copy of the signed Written Agreements and know what to do/ how to report any breaches that come to their attention.

Changes to Written Agreements:- Changes cannot be made without prior discussion and agreement from the Team Manager and relevant multi agency forum (e.g. core group). Any changes and amendments must be signed and distributed.

Breaches: - Any breaches to the Written Agreements must be taken seriously. The effectiveness of Written Agreement is seriously undermined if there are no consequences to breaches. It should be made clear in the arrangement what the consequences of any breaches may be. The arrangement should also consider a 'contingency plan' in the event of the arrangement not being adhered to.

Ending the Written Agreements: - Where a decision has been made to end the Written Agreement, or where it is no longer required, this must be communicated in writing to parents/carers and all the agencies involved with the family. ***This must also be clearly recorded on the child's record to demonstrate decision making.***

Emergency Situations

It is acknowledged that there may be occasions where a Written Agreement may be required in an emergency or 'duty' scenario. In these instances, serious consideration should always be given as to the appropriateness of a Written Agreement in such circumstances where the risk and protective factors may not be fully understood and assessed.

Where a Written Agreement is used in such circumstances, it must first be agreed with a Team Manager, (or Duty Snr Manager in the case of EDT) and will be reviewed and re-signed by all those involved on the next working day

Written Agreement Template



Date:

Dear:

Written Agreement

Name of Child/Children:

Date/s of Birth:

Legal Status/Who has parental responsibility?

The purpose of this Written Agreements is to make clear the concerns the local authority has regarding your child(ren) and what we expect you to do. This document is voluntary and not legally binding. You should show this document to your solicitors and seek legal advice.

This is what the local Authority is concerned about:

The local authority is concerned that:

This is what we expect you to do:

The local authority expects that:

This is what the Local Authority will do:

The local Authority will:

What will happen if you do not adhere to this Written Agreements:

If you do not adhere to these expectations; children's social care may seek legal advice in relation to whether legal action is required to protect your child(ren).

Review Date:

This Contract of Expectation will be reviewed by: (Date)

If you need any further explanation or wish to discuss this Contract please contact your child's social worker

Name.....

Contact number

Signatures:

NAME: _____

ROLE: (Parent/Carer/Connected person) _____

SIGNATURE: _____

DATE: _____

NAME: _____

ROLE: (Parent/Carer/Connected person) _____

SIGNATURE: _____

DATE: _____

NAME: _____

ROLE: Social Worker _____

SIGNATURE: _____

DATE: _____

NAME: _____

ROLE: Team Manager _____

SIGNATURE: _____

DATE: _____
