**West Sussex – Practice Guidance**

**Guidance on the Use of Written Agreements by Social Workers**

SCOPE OF THIS CHAPTER

This chapter details the use and limitations of the ‘Written Agreement’ and makes important distinctions from ‘Written Undertakings’. Both are made frequently when seeking to clarify expectations around working with families. Nevertheless, understanding the nature of these agreements, particularly in some circumstances is important.

Contents

* Introduction
* Written Agreements vs Written Undertakings vs Safety Plans
* Use of Written Agreements/Undertakings at the point of Case Closure
* Good Reasons to Use a Written Agreement
* Situations where a Written Agreement should Never be used
* Before a Written Agreement is Embarked Upon
* Good Written Agreements Are
* Reviews of Written Agreements

Introduction

A Serious Case Review and recent case audits have identified the need for a review of the use of written agreements, which had been relied on too heavily in that case. As well as informal discussions with staff, feedback at SCR briefings and management meetings, a review of cases with repeat Child Protection Plans identified that they are indeed, too heavily relied on as a means of attempting to put controls/boundaries around individuals’ and families’ behaviours. This guidance is aimed at supporting staff in the appropriate use of written agreements and to avoid drift towards their inappropriate or dangerous use.

Written Agreements vs Written Undertakings vs Safety Plans

It is important to distinguish between a written agreement and a written undertaking. The former is a written document which aims to clarify the detail of and sign up to a plan or a particular aspect of a plan, and is a collaborative agreement. Unlike a written agreement where all parties contribute to the creation of the document a written undertaking is used to outline expectations that Children’s Services would have to ensure that a child is kept safe from a specific risk.

Written Undertakings

A written undertaking is an agreement regarding a specific issue where a practitioner has concerns that require an undertaking from a parent or carer that something will or will not happen. Such agreements do not constitute an arrangement for partnership working. They act merely as a means of outlining an expectation of a parent or carer made by Children’s Services in order to inform the parent or carer and other agencies of a specific risk or concern and how to act should the expectations outlined not be met. It may be appropriate to use a written undertaking alongside a wider written agreement to cover a specific concern.

Safety Plans: Written Agreements and Domestic Abuse

As a general rule, Written Agreements should not be used in cases of Domestic Violence and Abuse as they do not take account of the power dynamics of the situation and may place an inappropriate responsibility on the non-abusing parent. A Safety Plan should be used instead.

Use of Written Agreements/Undertakings at the point of Case Closure

Written Agreements should not be used when a social work service is to be closed. Where a social work service is to be closed and there are areas of concern that do not require a social work service a specific written undertaking may be used to outline any expectations and their consequences. Relevant partner agencies should be provided with a signed copy of the undertaking with clear instructions as to who to contact should the undertaking be breached (e.g. where there are concerns regarding a member of a family who is a person who poses a risk to children potentially having contact with children in the absence of any other concerns).

Good Reasons to Use a Written Agreement

To provide family members and professionals with clarity about the detail of what they have agreed or are being required to do;

To crystallise what has already been agreed or particular aspects of it;

To clarify the aim or goal of work/planned actions;

To clarify timescales for work/planned actions;

To establish clarity about the consequences of success and failure of planned actions;

To clarify what the contingency plan(s) is/are.

Situations where a Written Agreement should Never be used

To coerce individuals to behave in ways which they are reluctant/refusing to; (Coercion is sometimes required and appropriate but should be pursued in other more effective ways);

As an attempt to put controls around a situation which has been out of control. Remember, it is only a piece of paper;

To reassure concerned professionals and managers that a concerning situation is being appropriately addressed;

Because a previous written agreement has been reneged upon;

Because other attempts at control (legal orders, child protection planning) have been sought but not obtained. In these circumstances, a written agreement could provide a dangerous illusion of compliance.

In order to reassure professionals at the point of case closure.

(See also Pan Sussex Child Protection & Safeguarding Procedures, Uncooperative or Hostile Parents)

Before a Written Agreement is considered

Ideally, discussion of all aspects of what might go into the agreement should be undertaken with all participants before anything is committed to paper. Starting with a draft drawn up by a professional will reduce the likelihood of ‘ownership’ by service users and other professionals. However it is accepted that in an emergency situation this may be necessary.

Explain and discuss why a written agreement could help.

Explore participants' willingness, confidence and capacity in the proposed written agreement: Do they want to do it? Do they think it will work? Do they have the resources to make it work?

Decide what all participants are committing to, not just family members; include any input/support which professionals are going to provide as well as expectations of family members.

After doing all of the above, nominate one or two participants (if two, one should be a family member and one a professional) to produce a draft for everyone to subsequently discuss before signing; involving family in this way promotes ownership and compliance.

Good Written Agreements are:

* Specific, Measurable, Achievable, Realistic and Time-limited.
* Balanced - clarify everyone’s full undertakings.
* Clear about their aim/goal.
* Clear about support for the family
* Consistent with and usually based upon other existing plans e.g. Child Protection Plans, Care Plans, Family Group Conference plans, providing additional detail.
* Clear about the consequences of failure to deliver, for family members and professionals.
* Clear about contingencies.
* Written in clear language without jargon or acronyms.
* Clear about timescales for actions
* 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.

Reviews of Written Agreements

Written Agreements must be reviewed at least once every 3 months, or earlier if necessary.

**Reference Points;**