

## Guidance regarding working agreements and written agreements

### A Working Agreement:

This spells out the nature and purpose of our involvement with a family. It is specific about mutual expectations and agreed timescales that demonstrate how we have agreed to work together (conduct our business) towards an agreed goal or goals. Simplicity is best in establishing a working agreement so avoid unrealistic or unachievable expectations or promises. Be careful not to confuse the contents with that of a plan and be sure that the family have the capacity to understand what they are agreeing to. Typically a working agreement will state the following:

**Why we are involved and what we are going to do-this might be a specific piece of work such as a CiN assessment, section 47, CiN or CP Plan or parenting assessment.**

For example (in this example CIN Assessment):

We are going to work with you to better understand how life is for your child (ren) – we call this a child in need assessment- I have given you a leaflet that explains this in detail.

My name is X and I'm the allocated Social Worker who will be visiting you. My work number is.....

I will visit you on X and will sometimes visit you unannounced.

If I can't make a pre- agreed time to visit I will let you know in advance if I can.

I will need to spend time alone with your child(ren)

When the assessment is completed I will give you a copy and go through it with you.

I will keep you up to date with how the assessment is going and let you know what I believe I'm finding out. If you disagree I will make sure your views are explained in the assessments.

**The agreement will also state what our expectations of the family are.**

For example:

You agree to be in and available when I have agreed to visit you

You agree that I can speak to your child alone

You agree that I can ask other agencies for information about you and your child

Where appropriate you would include a commitment to work with us in achieving the plan.

You agree that I will let other professionals know the outcome of the assessment.

The agreement should be signed and dated.

### **A written agreement:**

This is an agreement reached with the family about what they can and cannot do for a specified period of time. The agreement should be fair and not designed to set the parents up to fail. Written agreements must recognise the serious issues in play and should therefore only be used where there is **compelling evidence** that the family can achieve what is expected. It would be unsafe and unrealistic, for example, to expect someone who is a victim of domestic abuse to be able to control their partner's movements or actions.

A signed agreement must not be coerced and requires genuine consent not merely 'submission in the face of authority'. Care should be taken therefore to be sure that they understand what they are agreeing to and can read. It is always advisable to invite the parent to seek legal support before signing the document.

Written agreements are typically put in place as part of a safety plan and might for example state an agreed understanding about who can and cannot have contact with a child and/or an undertaking by a carer(s) to live elsewhere or desist from doing something or behaving in a certain way over a specified period. A safety plan is not a panacea for everything and must be based on a sound analysis of risk.

These are not legally binding and this must be reflected in the document and explained to the family. You will need to state in the document however the possible consequences of them breaching the agreement and that such a breach may well be mentioned in the form of legal evidence if proceedings are initiated. A contingency plan must accompany the safety plan.

### **Under no circumstances should a case be closed with a written agreement still in place.**

In completing a written agreement, you should clearly identify what we are worried about and be extremely specific about what is expected as part of the written agreement. Ambiguous or confused expectations will prove to be unhelpful. You should make sure all potential loop holes are closed.

You should be clear about the timescale for which the agreement is relevant- so avoid words like 'ongoing', 'until further notice', and so forth. If you can't be specific then break the timescale down with review points so, for example' *this agreement is for Friday night and over the weekend and will be reviewed again on Monday morning.'*

If the agreement is made as part of a safety plan and involves the residency of a child with a connected person remember the Regulation 24 requirements which put simply says that if we are brokering the arrangement and residency with person X is non-negotiable it will require approval under regulation 24. Please also remember that the use of section 20 must not be compulsion in disguise and also requires the parent to have capacity to genuinely consent.

The agreement should be signed by all parties and dated.

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