



Keeping Children Safe – Multi-agency guidance on the use of partnership agreements and written undertakings



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CHILDREN

ADULTS

COMMUNITIES

KCS Multi Agency
guidance on the use of
Partnership
Agreements and
Written Undertakings

2013

KCS Multi Agency guidance on the use of Partnership Agreements and Written Undertakings

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Introduction

The Serious Case Reviews regarding Child T and Child K in Bristol and in other cases nationally have highlighted issues with the use of written agreements or partnership agreements. Used effectively a partnership agreement can provide clarity and direction in managing a risk or concern relating to a child. However, as has been highlighted in the aforementioned Serious Case Review's, if not used effectively they fail to provide sufficient protection to the child subject of the agreement. Deficiencies in the use of written/partnership agreements have included failures to:

- outline the specific issues of concern
 - outline actions to be taken and agreements made with parents and carers;
 - effectively review the provisions of the agreement resulting in drift, or;
 - provide a clear outline of what will happen should the terms of the agreement be breached.
- Also, of concern is the failure to:
- share the detail of the agreement with partner agencies involved with the family or child which can undermine the effectiveness of the agreement. As often partner agencies are in a position to monitor compliance with the agreement.

What is a partnership agreement?

A partnership agreement is a collaborative agreement outlining actions to be taken or not taken in order to safeguard and promote the welfare of a child or sibling group. The parties to a partnership agreement will normally be the parents/carers of the child and in some cases where appropriate the child or young person; a Local Authority Social Worker and or their Team manager, a representative of another service or provider, e.g. school, nursery etc. If used well and effectively they are a useful tool in achieving meaningful change for the family as a whole and for the child in particular.

Partnership agreements can be used at any stage at which a service is being provided either under child in need, child protection or child looked after arrangements. They should most often be used in more complex child in need or child protection situations where the involvement is going to remain on-going by Children's Social Care and the agreement can be monitored on a regular basis.

A partnership agreement should:

- always include the parents/carers and child's views
- outline exactly what the concerns are and why there is a need for a written partnership agreement;
- provide family members and all involved professionals with clarity about the detail of what they have agreed or are being required to do;
- clarify what has already been agreed or particular aspects of an agreed course of action;
- clarify the aims or goals of specific work or planned actions;
- clarify timescales for specific work or planned actions;
- establish clarity about the consequences of success and failure of planned actions;
- clarify what any contingency plan(s) is/are;
- outline who to contact should any aspect of the agreement cause difficulties or reasonably need to be varied;
- explain how long the agreement should be adhered to and when it will be reviewed;
- include details of other professionals or agencies who are to be party to or receive a copy of the agreement

It is a professional judgement to use a Partnership Agreement and the use of such agreements should always be endorsed by a Team Manager.

What a partnership agreement is not...

Partnership agreements can only be effective when they are a genuine and informed agreement. They should not be used in order to:

- coerce individuals to behave in ways which they are reluctant or refusing to;

- put controls around a situation which has been out of control;
- reassure concerned professionals and managers that a concerning situation is being appropriately addressed;
- replace a previously reneged upon agreement;
- replace other attempts at control (legal orders, child protection planning) which have been sought but not obtained.

In these circumstances, a written agreement could provide a dangerous illusion of compliance and provide no effective protection to the child concerned.

What to do before a partnership agreement is drafted.

A full and open discussion of the issues that are of concern should be facilitated with the family members/parents/carers responsible for the child. The parents or carers should be genuine partners in the process of drafting the agreement and should be enabled to suggest and develop solutions of their own with guidance from the professionals involved.

Professionals should:

- Explain why a partnership agreement could help.
- Explore participants' willingness, confidence and capacity in the proposed partnership agreement:
 - Do they want to do it?
 - Do they think it will work?
 - Do they have the resources to make it work?
 - What support might be needed to make it work?
- Be clear about the 'minimum' expectations that the agency has and what needs to happen if these can't be agreed
- 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 other specified 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 by all parties.

Whilst drafting the partnership agreement consideration should be given to the needs or ability of the parent or carer to fully understand what is being asked. Specific consideration should be given to parents and carers who:

- Have a specific learning difficulty
- Struggle with literacy
- Have English as a second language requiring the use of an interpreter

- Are in relationships where power issues may mean agreements cannot be kept to (e.g. where there is domestic abuse).

The provision of an advocacy service should be considered when developing a partnership agreement.

What is a 'good' partnership agreement?

SMART: Specific, Measureable, Achievable, Realistic and Time-limited.

- Balanced – clarify everyone's full undertakings.
- Clear about their aim / goal.
- Consistent with and usually based upon other existing plans e.g. Child Protection Plans, Child in Need Plans, Care plans.
- 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 when they will be reviewed.

Partnership agreements are only effective if they are monitored rigorously by all professionals and parties involved with the family, breaches of any aspect of the agreement should be dealt with quickly and the specified consequences of compliance or non-compliance implemented as outlined in the agreement.

What to do once a partnership agreement has been drafted and signed by all relevant parties.

Each party should have a copy of the partnership agreement signed by all parties and where necessary in the parents/carers first language. Where other agencies are not involved as a party to the agreement and a copy of the agreement is to be provided to that agency this should be specified within the agreement (e.g. health visiting service should always be provided with a copy of any agreement where there is a child under school age). The time, date and venue for the review of the agreement should be specified within the agreement.

Breaches or failure of a partnership agreement

The seriousness of any party breaching or failing to adhere to a provision in a partnership agreement should be clearly outlined in the section: '**If things go wrong: what to do if an area in the agreement is breached what are the consequences:**'. All parties should be clear as to what the consequences of breaching any aspect of the agreement will be.

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. Unlike a partnership agreement where all parties contribute to the creation of the document a written undertaking is used to outline expectations that Children's Social Care would have to ensure that a child is kept safe from a

specific risk. 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 Social Care 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 partnership agreement to cover a specific concern and it should be noted that partnership 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 can 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).

Breaching a written undertaking

If it becomes apparent that the written undertaking has been breached then the agency that has discovered the breach, if this is not children's social care must report this to them as soon as possible. The consequences of breaching the written undertaking will be apparent to the person who signed the undertaking as this will be outlined clearly in the section on the form '**If the undertaking is breached what will happen:**'. If the breach places a person at immediate risk of harm then the police should be contacted immediately (see below for contact details)

Written undertakings can be a valuable means of obtaining evidence that a person has agreed to do or not do something and that they had a clear understanding of what would happen if they breached the agreement. Written undertakings can also 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 Section 47 Enquiry (see Appendix 2 for an example of a **Written Undertaking**).

Partner Agencies

The lead agency in drafting a partnership agreement or written undertaking will be Children's Social Care. However, all partner agencies, statutory and voluntary sector, have a vital role to play in the safe and constructive management of an agreement or undertaking. In general agencies working with a child or parent will have a role to play in drafting and supporting a positive outcome for the child and their family. In some situations some agencies that are not specifically party to a partnership agreement will be provided with a copy of the agreement in order to ensure that all agencies that have contact with the child or family are aware of the expectations and can feedback any concerns or positive observations of the parents and carers engagement with the agreement.

When requested by children's social care to be a party to a partnership agreement in order to address a specific area of concern partner agencies should adopt a proactive approach and outline what they are able to contribute to a partnership agreement.

- On receiving a copy of a partnership agreement or written undertaking a partner agency should acknowledge receipt and ensure a copy is placed on the child's or family's file.
- Where there is a partnership agreement the review date and arrangements should be noted and if required a named person should attend the review meeting (at the very least a written summary should be provided to the review meeting if there are areas of the agreement to comment on any report should be provided at least 3 days prior to the meeting).
- Where there has been no involvement or information to share this should be communicated to the Social Worker responsible for overseeing the Partnership Agreement at least 3 days prior to the meeting.
- Where there is a written undertaking there may not be a named Social Worker overseeing the agreement. In these cases where an agency has concerns that an undertaking has been breached this should be reported immediately via First Response: T 0117 9036444. If the concern is immediate and out of hours contact the Police on 999 and the Emergency Duty Team: T 01454 651615

Template for a Partnership Agreement

Child's name:			
Child's date of birth:			
Date agreement completed:			
Purpose of the Partnership Agreement:			
Outline issues of concern and outcomes to be achieved.			
Action agreed:			
Action	Who is responsible	timescales	
<ol style="list-style-type: none"> 1. Specify action to be taken in detail. 2. Etc 3. And so on... 	Party, family member, professional	Over what time period or by a certain date...	
If things go wrong: what to do if an area in the agreement is breached what are the consequences;			
Outline action to be taken and who to contact if any provisions outlined above fail.			
Name of party to the agreement:			
		Signed:	
Name of party to the agreement:			
		Signed:	
Name of party to the agreement on behalf of Bristol City Council:			
		Signed:	
Date and time of review of agreement:			
A copy of this agreement will be provided to the following agencies	Name	Agency	Role
	<i>J. Bloggs</i>	<i>Bristol Health Centre</i>	<i>Health Visitor</i>

Template for Written Undertaking

Child's name:	
Child's date of birth:	
Date written undertaking completed:	
Purpose of this written undertaking	
Outline issues of concern and outcomes to be achieved.	
Action agreed:	
Action [SMART]	Who is responsible
<ol style="list-style-type: none"> 1. Specify action to be taken in detail. 2. Etc 3. And so on... 	Party, family member
If the undertaking is breached what will happen:	
Outline action to be taken and who to contact if any provisions outlined above fail.	
Name of party to the agreement:	
Signed:	
Name of party to the agreement:	
Signed:	
Name of party to the agreement on behalf of Bristol City Council:	
Signed:	