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**South West Peninsula**

**Learning & Improvement Framework**

**Appendix 1**

**Serious Case Review Toolkit**

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**1.** **Introduction**

The purpose of this document is to provide advice and guidance to those involved in the Serious Case Review (SCR) process. It details the order of events and provides timescales for undertaking a SCR. Included in the appendices are specimen templates which can be adapted for use during the SCR.

Regulation 5 of the Local Safeguarding Children Boards Regulations 2006 sets out the statutory requirements for LSCBs to undertake SCRs in specified circumstances. LSCBs must carry out a SCR where:

1. abuse or neglect of a child is known or suspected; and
2. either - (i) the child has died; or (ii) the child has been seriously harmed and there is cause for concern as to the way in which the authority, their Board partners or other relevant persons have worked together to safeguard the child.

In addition to the above a SCR should always be carried out when a child dies:

* In custody, police custody, on remand or following sentencing.
* In a Young Offender Institution, a secure training centre or secure children’s home.
* Where the child was detained under the Mental Health Act 2005.

Where a case is being considered under regulation 5(2)(b)(ii), unless it is clear that there are no concerns about inter-agency working, the LSCB must commission a SCR.

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| All professionals involved in a SCR should familiarise themselves with the statutory guidance contained in [Chapter 4, Working Together 2013](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/281368/Working_together_to_safeguard_children.pdf). |

**2. Decision to hold a Serious Case Review**

Any professional may refer a case to the LSCB for consideration for an SCR if they believe there are important lessons for inter-agency working to be learned ([Template 1](#Template1)).

On receipt of a referral the LSCB Business Unit will prepare the case for consideration at the SCR Subgroup. Agencies involved with the child and family will be contacted and asked to complete a form ahead of the meeting outlining their agency involvement ([Template 2](#Template2)).

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| Once it is known that a case is being considered for review, each organisation should secure its records relating to the case to guard against loss or interference |

The SCR Subgroup will meet to consider whether the criteria set out in Working Together 2013 has been met and make a recommendation to the LSCB Chair as to whether a SCR should be commissioned ([Template 3](#Template3)). The final decision rests with the LSCB Chair. The Chair may seek peer challenge from another LSCB Chair when considering this decision and also at other stages in the SCR process.

This Chair’s decision should normally be made within one month of the LSCB receiving the initial referral. If the SCR criteria are not met, the LSCB may still decide to commission a Management Review.

Once an LSCB has made a decision on whether or not to initiate an SCR, the LSCB Business Unit will let Ofsted, the National SCR Panel and the Department for Education (DfE) know their decision.

**Ofsted**

The local authority is required to report all serious incidents involving children to Ofsted by completing a [Notification of Serious Childcare Incident Form](https://ofstedonline.ofsted.gov.uk/outreach/Ofsted_Serious_Notification.ofml). This is an on line form. In urgent situations, particularly if there is significant media interest, Ofsted should be contacted on 0300 123 1231.

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|  A serious incident occurs where:* a child has sustained a potentially life-threatening injury through abuse or neglect, serious sexual abuse, or sustained serious and permanent impairment of health or development through abuse or neglect

 OR* a child dies (including death by suicide) and abuse or neglect is known or suspected to be a factor in the child’s death
 |

If the LSCB has decided to initiate an SCR, the LSCB Business Unit will let Ofsted know of their decision for information. The following non secure email address should be used in all correspondence relating to SCRs: SCR.SIN@ofsted.gov.uk.

**National SCR Panel**

Once the LSCB has made a decision on whether or not to initiate an SCR, the LSCB Business Unit will notify the panel by emailing the secretariat at SCRpanel@education.gsi.gov.uk.

If the LSCB decides not to initiate an SCR, the LSCB Business Unit will let the panel know their decision, providing a copy of the local authority’s Serious Incident Notification and an explanation why the LSCB has decided the case does not meet the SCR criteria. The decision may be subject to scrutiny by the panel.

**Department for Education**

The LSCB is responsible for ensuring that information about serious incidents and SCRs is sent to the Department for Education Safeguarding Team. The LSCB is also responsible for ensuring that the Safeguarding Team is kept up to date on any developments as cases progress. The following secure email address should be used in all correspondence relating to serious incidents and SCRs: mailbox.CPOD@education.gsi.gov.uk

**3. Planning the Serious Case Review**

**Which LSCB should take lead responsibility?**

Where partner agencies of more than one LSCB have known about or have had contact with the child, the LSCB for the area in which the child is or was ordinarily resident should decide whether an incident notified to them meets the criteria for an SCR and take lead responsibility for conducting the SCR. Any other LSCBs that have an interest or involvement in the case should co-operate as partners in jointly planning and undertaking the SCR. In the case of a looked after child, the local authority looking after the child should exercise lead responsibility for conducting the SCR, again involving other LSCBs with an interest or involvement.

**Notifying partner agencies**

Once the decision is made to proceed with a SCR, the LSCB Business Unit will write to the Chief Executives of the agencies involved in the case to request that records relating to the family are secured and where relevant that the agency identify a member of staff to form part of the Review Team ([Template 4](#Template4)).

**Notifying family members**

Families and significant others, including surviving children, should be advised of the SCR and invited to contribute. They should understand how they are going to be involved and their expectations should be managed appropriately and sensitively. A sample letter can be found at [Template 5](#Template5).

It may be appropriate to use a professional who already has a relationship with the family to help with the initial liaison with family members and to hand deliver an initial letter if necessary. Such professionals may be the police family liaison officer or a social worker engaged with the family. In cases of homicide a Victim Support Service Homicide Support worker, if engaged with the family, may be a helpful contact.

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| Decisions about which family members and significant others should be included in the SCR will need to be made on a case by case basis based on assessment of feasibility and vulnerability. It may not be possible to involve the family if a criminal case is proceeding through court where a parent or carer is charged with an offence. Arrangements can still be made to update the family when all proceedings are concluded and seek their involvement at this stage. |

The British Association for the Study and Prevention of Child Abuse and Neglect (BASPCAN) published a study of family involvement in SCRs in 2012. The study includes a useful guide which provides some suggestions for family members who are dealing with the formal case review process ([Template 6](#Template6)).

**Appointment of a Lead Reviewer**

The LSCB must appoint one or more suitable individuals to lead the SCR who have demonstrated that they are qualified to conduct reviews. The Lead Reviewer should be independent of the LSCB and the organisations involved in the case. [Template 7a](#Template7a) sets out a person specification and [Template 7b](#Template7b) sets out a contract for the role of Lead Reviewer.

The LSCB is required to provide the National SCR Panel with the name(s) of the individual(s) they appoint to conduct the SCR and why they have been chosen. This is for information only as the panel has no formal role in vetting reviewers.

**Appointment of a Review Team**

The LSCB should ensure that there is appropriate representation in the SCR process of organisations who were involved with the child and family. Review Team members are usually senior representatives from different agencies involved in the case. Review Team members should not have had any decision making role or responsibility in relation to the case being reviewed. They need to be senior enough that they will be able to carry the trust of their agencies. Often named and/or designated safeguarding leads are part of the Review Team.

Some judgement and selection on membership will be necessary. This is because the Review Team make up must balance the aim of having key agencies who were involved in the case represented against the need to create a size of group that is fit for purpose. The Review Team needs to be small enough to work well as a group. This is usually no larger than eight people, making ten including two Lead Reviewers.

**4. Methodology**

LSCBs may use any learning model which is consistent with the principles in Working Together 2013 to conduct SCRs, including the systems methodology recommended by Professor Munro.

The systems approach is based on learning from the aviation industry where accident enquiries look for causal explanations in all parts of the system. This approach looks at the interaction between the individual within the wider organisational context to understand why events developed in the way they did. The aim is to make it ‘harder for people to do something wrong and easier for them to do it right’.

The systems approach identifies that the purpose of SCRs should be to get behind what happened, in order to understand why it happened, so that the organisations involved can go on to identify and address underlying issues identified. In order to do this effectively, there is a need to understand what practitioners thought at the time, what was influencing their assessment of the situation, and what other factors were at play, e.g. local priorities, gaps in resources, organisational change etc.

Similarly, the root cause analysis approach attempts to provide ‘a structured investigation that aims to identify the true cause of a problem, and the actions necessary to eliminate it’, and recognises that human error is one of a number of contributory factors, others being organisational, strategic and environmental factors.

The SCR Subgroup, Lead Reviewer(s) and LSCB Independent Chair will need to consider and agree the scope and method of the SCR. The approach taken should be proportionateaccording to the scale and level of complexity of the issues being examined.

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| The death or serious injury of a child is a distressing event for everyone and when this then leads to inquiries being made about the work of professionals who were providing services to the child and family it can lead to staff/professionals feeling very anxious. Careful consideration needs to given to the impact the SCR will have on staff and how best they can be supported through this process. Staff should be offered counselling and other forms of support as necessary by their own agencies. The Review Team should be satisfied that adequate arrangements are in place at the outset.A sample letter advising staff of their involvement with the SCR can be found at [Template 8](#Template8) |

The Social Care Institute of Excellent (SCIE) have developed a systems approach to SCRs known as ‘Learning Together’. Learning Together publications and resources are available at [www.scie.org.uk](http://www.scie.org.uk)

**5. Parallel Processes**

A number of parallel processes may be going on at the same time as the SCR, and the Lead Reviewer(s) should be aware of them so their impact can actively be managed so as not to create avoidable delay.

Parallel processes may include investigations of practice, for example, into the health or adult social care provided, a Domestic Homicide Review where a parent has been killed, a Prisons and Probation Ombudsman (PPO) Fatal Incidents Investigationwhere the child has died in a custodial setting or a Serious Further Offence (SFO)or MAPPA Serious Case Review process where offenders are charged with serious further offences whilst subject to statutory supervision.

Arrangements should be agreed locally on how a NHS Serious Untoward Incident investigation into the provision of healthcare should be co-ordinated with a SCR. It is common for health agencies to have reported an incident which would normally lead to a Serious Untoward Incident (SUI) review being undertaken about the same family who are the subject of a SCR. Unless there are very good reasons there should only be one review – the Serious Case Review. The relevant health agency should ensure their Board are aware that timescales will start from the date the SCR is decided by the LSCB, not the date of incident.

If both a SCR and a SUI are being undertaken, terms of reference should be aligned and coherent, and similarly early draft reports shared to reduce the risk of different messages and explanations being given for the same incident:

* Regular liaison and progress review should be undertaken
* Agreement about publication dates and media strategies is crucial

Each of these processes has different signing off and approval processes. The SCR Lead Reviewer(s) should liaise with the lead manager within the health agency to ensure that approval processes for reports are co-ordinated.

In cases where there will be a coroner’s inquiry, criminal investigations (if relevant), family or other civil court proceedings, the Lead Reviewer(s) will need to liaise with the coroner and/or the Crown Prosecution Service (CPS). The main agreements to be made are about when to release specific information, to co-ordinate the timing in relation to court processes – particularly in relation to speaking to staff as part of the SCR who may also be witnesses in a current police investigation and to ensure there is regular review of this information in response to changing circumstances.

|  |
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| The CPS in partnership with the Association of Chief Police Officers (ACPO) have produced a [guide for the Police, CPS and LSCBs](http://www.torbay.gov.uk/seriouscasereviewguide.pdf) to assist with the liaison and the exchange of information when there are simultaneous SCRs and criminal proceedings.  |

**6. The Serious Case Review report and publication**

The LSCB should aim for completion of an SCR within six months of initiation. If this is not possible (for example, because of potential prejudice to related court proceedings), every effort should be made while the SCR is in progress to: (i) capture points from the case about improvements needed; and (ii) take corrective action.

All reviews of cases meeting the SCR criteria should result in a report which is published and readily accessible on the LSCB’s website for a minimum of 12 months. Thereafter the report should be made available on request. This is important to support national sharing of lessons learnt and good practice in writing and publishing SCRs.

From the very start of the SCR the fact that the report will be published should be taken into consideration. SCR reports should be written in such a way that publication will not be likely to harm the welfare of any children or vulnerable adults involved in the case.

Final SCR reports should:

* provide a sound analysis of what happened in the case, and why, and what needs to happen in order to reduce the risk of recurrence;
* be written in plain English and in a way that can be easily understood by professionals and the public alike; and
* be suitable for publication without needing to be amended or redacted.

When compiling and preparing to publish reports, LSCBs should consider carefully how best to manage the impact of publication on children, family members and others affected by the case. LSCBs must comply with the Data Protection Act 1998 in relation to SCRs, including when compiling or publishing the report, and must comply also with any other restrictions on publication of information, such as court orders.

The LSCB should oversee the process of agreeing with partners what action they need to take in light of the SCR findings. LSCBs should publish, either as part of the SCR report or in a separate document, information about: actions which have already been taken in response to the review findings; the impact these actions have had on improving services; and what more will be done. A sample report template taken from the SCIE Learning Together systems approach can be found at [Template 9](#Template9).

The LSCB is required to submit copies of all SCR reports to the National SCR Panel mailbox at least one week before publication. If the LSCB considers that an SCR report should not be published, it should inform the panel which will provide advice to the LSCB. The LSCB should provide all relevant information to the panel on request, to inform its deliberations.

**7. Media**

It is essential to have a media strategy in place at the outset. Sometimes information may be given to the press before official publication, for example from family members or unwitting leaks from officers in any one of the participating LSCB agencies. The Review Team want to be prepared should this happen. Advice about specific media liaison and publicity will come from individual agency departments. The important points to consider are:

* Good communication between media / publicity departments across LSCB agencies;
* Clear briefings for members of the SCR Subgroup, LSCB, appropriate officers within agencies and elected members, so that all concerned parties are fully aware of when to expect media coverage;
* Clarity about who will lead the media response and what the high level message will be;
* Thoughtfulness about the actual wording of reports that will be published – imagine seeing the lines that are written in a newspaper headline or article;
* Co-ordination with media releases from any other LSCBs or agencies involved;
* Training in working with the media for high profile SCRs.

**8. Learning from SCRs**

The SCR Subgroup should take responsibility for regular review and signing off of any actions arising from SCRs when they have been completed. Agencies should guard against this becoming a paper exercise and ensure that the actions are meaningful and will actually make a difference to practice.

LSCBs may provide multi-agency briefings which can be very successful in understanding what went wrong between agencies and helping practitioners on the front line understand the whole SCR process.

Ensuring that lessons learned are embedded is more difficult and there is a real danger that the findings of SCRs, recommendations and action plans have an immediate and short term impact, but that the learning is not sustained.

The LSCB and/or subgroups could return to past SCRs and revisit recommendations and assess their impact on organisations as part of multi-agency case audit activity in order to assess whether the learning has been fully embedded.

SCRs are an important source of information to inform national and regional policy and practice.

You can browse individual SCRs, or look at the findings from previous reports that Ofsted, NSPCC and CareKnowledge have put together by visiting the [Serious Case Reviews Knowledge Map](http://www.careknowledge.com/serious_case_reviews_knowledge_map.aspx)

Template 1

**Case Ref: ………. (SCR admin only)**

**Serious Case Review Referral**

This is a request to the TSCB to consider a case for a Serious Case Review

|  |
| --- |
| **1. Referral Details** |
| Date of referral  |  |
| Name of referrer |  |
| Job title  |  |
| Agency |  |
| Address |  |
| Tel. No. |  |
| Email |  |
| **2. Child’s Details** |
| Child’s First Name |  | Child’s last name  |  |
| Any known aliases |  | Ethnicity |  |
| D.O.B |  | Gender |  Male / Female |
| Address |  |
| Parents / Carers Persons with Parental responsibility  |  |
| School / nursery attended |  |
| Names and date of birth of any siblings | Name  | DOB  | Notification also sent(tick if appropriate)  |
|  |  |  |
|  |  |  |
|  |  |  |
| **3. Agencies known to be involved with the case (more than one box may be ticked)** |
| **Service**  | **Contacts**  |  |
| Children’s Services |  |  |
| Police |  |  |
| Education Welfare Service |  |  |
| Health Services | CAHMS  |  |  |
| Health Visitor  |  |  |
| School Nurse  |  |  |
| Speech and Language  |  |  |
| Paediatrics  |  |  |
| GP  |  |  |
| Dentist |  |  |
| Acute Hospital |  |  |
| Probation |  |  |
| Housing |  |  |
| YOT |  |  |
| Others (please specify) |  |  |  |
| **4. Reason for notification (more than one box may be ticked)** |
| The child has died (including suicide) and abuse or neglect is known or suspected to be a factor in the death  |  |
| The child has sustained a potentially life-threatening injury or serious and permanent impairment of health and development through abuse or neglect |  |
| The child has been subjected to particularly serious sexual abuse |  |
| A parent has been murdered and a homicide review is being initiated |  |
| The child has been killed by a parent with a mental illness |  |
| The case gives rise to concerns about inter-agency working to protect children from harm |  |
| Other reason:*(please specify)* |  |
| **5. Characteristics of Case (more than one box may be ticked)** |
| Domestic abuse |  | Alcohol misuse  |  | Drug misuse  |  |
| Mental health |  | Fabricated illness |  | Shaken baby syndrome |  |
| Sexual abuse |  | Parent in care |  | More than one child abused |  |
| Child of teenage pregnancy |  | Parent is care leaver |  | Serious illness |  |
| Emotional abuse |  | Recent neglect |  | Long standing neglect |  |
| Physical abuse |  | Institutional abuse |  | Death in Custody |  |
| Suicide and Abuse |  | Other |  |  |  |
| Is the child subject to a child protection plan? | Yes |  | No |  | Has been |  | Don’t know |  |
| Are any siblings subject to a child protection plan? | Yes |  | No |  | Have been |  | Don’t know |  |
| Have criminal proceedings been instigated? | Yes |  | No |  | Possible |  |
| Has there been a conviction? | Yes |  | No |  | Don’t know |  |
| **6. Case Outline** |
| Please give a summary of the circumstances of this case and explain why you feel this case should be considered for a Serious Case Review:*(Please continue on a separate sheet if necessary)* |

**PLEASE RETURN THIS COMPLETED FORM TO:**

**<insert details>**

Template 2

**Case Ref:……** (SCR admin only)

**Serious Case Review Single Agency Summary Report**

* Please see attached SCR notification form (Template 1).
* Please complete the summary report template identifying your agency’s involvement with any family members currently or historically.

|  |
| --- |
| **Agency Details** |
| Date of request  |  |
| Name of person completing this summary report: |  |
| Job title  |  |
| Agency |  |
| Address |  |
| Tel. No. |  |
| Email: |  |
| Date: | Signed: |

|  |
| --- |
| **Client details** **(Name, DOB)** |

|  |
| --- |
| **Involvement with agency / service** |

Please return completed summary to:

**<insert details>**

Template 3

**Case Ref: … (SCR admin only)**

**Final SCR Notification and Decision**

|  |
| --- |
| **Subgroup discussion**  |
|  |
| **Recommendation to be made by Serious Case Subgroup Group to Independent Chair**  |
| This case fits the criteria within Working Together and should be considered for a Serious Case Review |  |
| This case does not meet the criteria within Working Together and should not be considered for a Serious Case Review |  |
| This case does not fit the criteria within Working Together for a full Serious Case Review, however we recommend that a management review should be undertaken |  |
| Chair of Serious Case Review sub Group :Signed: | Date: |
| Date sent to TSCB Chair  |  |
| TSCB chair decision and rationale |
| This case meets the criteria for SCR because : |
| This case does not meet the criteria for SCR but a management review should be undertaken because : |
| This case does not met the criteria for SCR or management reviews however a single agency review is recommended because:  |
| Date Signed  |

Template 4

**Letter to Chief Executives**

Dear

**Re: Serious Case Review**

**Child:<name> DOB:<insert> DOD:<insert>**

A decision has been made that the above named child and family are to be made subject to a Serious Case Review.

As Chair of the <insert name> Safeguarding Children Board I am writing to formally request that you take action to ensure that your agency files in respect of the above named family are immediately secured to guard against potential loss or interference, and to enable the Serious Case Review process to commence*.*

The purpose of this Serious Case Review is to establish whether there are any issues in relation to multi-agency working and any lessons to be learned, and to achieve this, each agency that has had involvement with the family is required to look openly and critically at their professional practice with the child/family. We will be convening a Review Team and Case Group to assist with the Serious Case Review Process, and this may include a member of staff within your agency.

In preparation for the work to be undertaken by the Review Team your agency is required to complete a chronology of your involvement with the following family members:

**Mother: DOB:**

**Address:**

**Father: DOB:**

**Address:**

**Child: DOB:**

**Address:**

**Child: DOB:**

**Address:**

Please notify the Business Unit of the name of the person completing your Chronology by the <insert>. We will then contact the Chronology Writer directly and supply relevant documentation to them.

Completed chronologies will need to be submitted to the Business Unit no later than the <insert>**.**

The service area(s) for your agency that requires a chronology is:

<insert>

Thank you for your assistance in this important matter. If you would like to discuss the review further please contact <insert> at the above address who will be happy to respond to any queries you may have.

Yours sincerely

**Chair, <insert> Safeguarding Children Board**

Template 5

**Letter to Family**

Dear

**Re: Serious Case Review**

I am writing to you as the Independent Chair of <Insert> Safeguarding Children Board to say how sorry I was to learn of <child’s name> death.

Because of the circumstances of <child’s name> death, the Board has to carry out what is called a Serious Case Review. The Review looks at the involvement of different agencies that had been, or were working with <child’s name> and his/her family. The purpose of this Review is to understand whether there is anything to be learnt and changed about the way in which local professionals and organisations work together to protect children. The Review should also involve the views of family members about the ways in which services can safeguard children better.

Serious Case Reviews are not part of any police investigation process and must be kept completely separate from any possible legal proceedings. The Board has to publish the results of its Serious Case Review findings but whilst this is done in an anonymised way, it can attract media interest. Any publication will follow after any possible legal proceedings have been concluded.

At this stage we are in the process of appointing an independent person to undertake the Serious Case Review. Once they have been appointed I will ask that they contact you to arrange a time to meet with you, if you wish, and to talk with you about any ways in which services in <Insert> can help safeguard children better.

In the meantime if you have any questions please feel free to contact <family liaison person e.g. business manager or executive head> who will be happy to answer any questions you may have on <contact number>.

May I again offer my sincere condolences to you and your family.

Yours sincerely

Cc <contact person named above if not business manager>

Template 6

**INFORMATION FOR FAMILIES WHO BECOME INVOLVED IN A CASE REVIEW:**

The following ideas come from research undertaken with families who have taken part in a case review. Each situation is different and some of the ideas may be helpful, but some may not. Use the suggestions that seem helpful for you and your family.

* The review is about learning lessons for future professional services. This is the focus and you need to be careful you don’t expect the review to help you in ways that it isn’t set up to do; ask if you are unsure about what the review can help you with.
* The reviewers may not be able to use all the information that you share with them. Plan with the reviewers how they will use your information and ask about who will have access to your information.
* Try to understand what the review does and where it fits in with other professional actions. Ask the professional who talks to you about the review to help you with this and to explain to you what the review does that is different from the other services and actions being taken. It’s often useful if they write this down for you then you can go back and read it at a later stage if events become confusing.
* Talk to the professionals leading the review about why they want you to get involved, and how they will communicate with you about the review as the work progresses. Find out about the different roles people have in the review and who you should ask for help with the review if needed.
* Think about whether you would like a supporter to help you. You should talk to the professional leading the review about who you could approach for help, if you are not sure who you would like to assist you. Families sometimes ask other family members to help them, or they might ask another professional to act as a supporter, or find an organisation that can help them.
* Ask about access to the final reports – find out exactly what you can and cannot see – remember there are limits to what you can be shown because of private information about other people. Have a clear set of arrangements with the lead reviewer about arrangements for hearing about the outcomes of the review. For some families it’s important that this also includes arrangements for dealing with any press interest.
* If you want to know about any changes that come from the review talk to the lead reviewer about how you can hear about these, and who can keep you in touch with progress after the review.
* There are organisations that help families who are involved with care and protection services and case review, for example you can contact Family Rights Group for more information [www.frg.org.uk](http://www.frg.org.uk) the Victoria Climbé Foundation [www.vcf.org.uk](http://www.vcf.org.uk) and Advocacy After Fatal Domestic Abuse (AAFDA) [www.aafda.org.uk](http://www.aafda.org.uk).

Template 7a

**SPECIFICATION FOR THE ROLE OF THE SERIOUS CASE REVIEW LEAD REVIEWER**

**1. CONTEXT OF ROLE**

1.1 Responsible to undertake Serious Case Reviews as requested by the Chair of the Local Safeguarding Children Board (Regulation 5 of the Local Safeguarding Children Boards Regulations 2006 requires LSCBs to undertake reviews of serious cases); and

1.2 To Lead the Serious Case Review and produce overview reports and executive summaries and present them to the Local Safeguarding Children Board.

1.3 To act in accordance with the guidelines set out in Working Together to Safeguard Children 2013 and the South West Peninsula Learning & Improvement Framework.

**2. THE PURPOSE OF SERIOUS CASE REVIEWS**

2.1 SCRs carried out under Working Together (2013) should:

* provide a sound analysis of what happened in the case, and why, and what needs to happen in order to reduce the risk of recurrence;
* be written in plain English and in a way that can be easily understood by professionals and the public alike; and
* be suitable for publication without needing to be amended or redacted.

**3. MAIN PURPOSE OF ROLE**

3.1 Following a decision by the LSCB Independent Chair to undertake a SCR the SCR Subgroup will commission an Independent Lead Reviewer to manage the process. The Independent Lead Reviewer should not be a member of the LSCB(s) involved in the SCR or an employee of any of the agencies involved in the SCR. The Lead Reviewer can be the independent LSCB Chair, someone from another LSCB which is not involved in the SCR or from an agency which is not involved in the case or an independent person commissioned by the LSCB.

**4. RESPONSIBLE TO:**

<Insert> Safeguarding Children Board

<Insert> Safeguarding Children Board Independent Chair

Serious Case Review Subgroup

Independent Lead Reviewer

Key: solid line ‘Responsible to’

 Dotted line ‘Accountable to’

**5. MAIN DUTIES AND RESPONSIBILITIES**

5.1. To lead Serious Case Reviews in accordance with Working Together 2013 and the South West Peninsula Safeguarding Children Boards’ Learning & Improvement Framework.

5.2 To provide the independent perspective to the work of the Review Team and ensure that the process remains within those set out in national and local guidance.

5.3 To ensure the Review Team actively manages the SCR process, seeking legal advice as necessary, so that the findings from other relevant processes such as care or criminal proceedings, an inquest or inquiry/investigation are incorporated into the SCR report.

5.4 To ensure that the LSCB Independent Chair/Serious Case Review Subgroup Chair is kept informed of the progress of the Review and any potential difficulties or delays in meeting the locally agreed timescales.

5.5 To maintain good working relationships with all those involved in the Serious Case Review process.

5.6 To ensure that a process is developed for relevant family members to be consulted as part of the Review process and to undertake that role on behalf of the Review Team. Any decision not to involve family members will need to be recorded clearly detailing the appropriate decision-making process.

5.7 To ensure that contributing organisations and individuals are satisfied that their information is fully and fairly represented in the overview report.

5.8 To ensure that the overview report is of a high standard and is written in a format suitable for publication in accordance with Working Together 2013 and the South West Peninsula Learning & Improvement Framework.

5.9 If there is disagreement around the contents and/or recommendations of the Overview Report the <insert> LSCB Independent Chair/Serious Case Review Subgroup Chair is consulted.

5.10 With the Review Team translate findings and recommendations into an action plan that should be signed up to by the senior manager in each of the organisations which will be involved in implementing the action plan. The plan should set out who will do what, by when, with what intended outcome and how success will be measured. The plan should set out the means by which improvements in practice/systems will be monitored and reviewed.

5.11 Ensure arrangements are made to provide feedback and debriefing to the child (if surviving) and family members/carers of the subject child as appropriate, following completion of the overview report.

5.12 To attend relevant Safeguarding Children Board meetings as required in order to present the work of the Serious Case Review Team, in particular identifying key findings and recommendations for action.

**6. GENERAL**

6.1 To be aware of and adhere to applicable rules, regulations, legislation and procedures e.g. Council (Equal Opportunities Policy/Code of Conduct), national legislation (Health and Safety/Data Protection), local procedures.

6.2 To maintain confidentiality of information acquired in the course of undertaking duties for the Board.

6.3 To be responsible for own continuing self-development, undertaking training as required.

6.4 To work within timescales set out in local policy and Working Together 2013.

6.5 To have Public/ Professional Liability Insurance

**7. SKILLS**

7.1 The Lead Reviewer shall produce evidence that they have the following skills:

* + Chairing multi-agency and complex meetings.
	+ Case analysis.
	+ Report writing.
	+ Presentation skills.
	+ Dealing with media.
	+ IT skills.
	+ Ability to work with bereaved families.
	+ Ability to work with staff from other agencies.
	+ Ability to produce clear concise reports which are evidence-based and reflect good practice and to draft appropriate relevant recommendations.
	+ Ability to work as a member of a multi-agency group.
	+ Ability to be able to question and analyse written and oral information.
	+ Ability to work to timescales in line with relevant policies and procedures.

**8. EXPERIENCE**

8.1 Relevant professional experience in services working with vulnerable children and young people.

8.2 Previous experience of serious case review panel membership preferable but not essential.

**9. KNOWLEDGE**

9.1 Good understanding of systems methodology and its application in Serious Case Reviews.

9.2 Good working knowledge of policies and procedures in relation to child abuse and neglect and the wider safeguarding agenda.

9.3 Good understanding of legislation and its application to vulnerable children & young people.

9.4 Good understanding of findings from previous serious case reviews and lessons from research.

**10. REMUNERATION**

10.1 Payment of <Insert> per day (agreement of days will be reflected within individual contracts) but this will be dependent upon the complexity of the review.

10.2 In the first instance there will be a ceiling of <Insert> per Serious Case Review.

10.3 Where a Serious Case Review is particularly complex or where there is a likelihood of going over 20 days the Chair of <Insert> Safeguarding Children Board Serious Case Review Subgroup may agree an extension of the hours and ceiling.

**11. ADDITIONAL EXPENSES**

11.1 The Council shall on the presentation of invoices or vouchers or other evidence of actual payment as the Council may reasonably accept, reimburse the Consultant for expenses incurred wholly and exclusively in respect of the Consultant performing his duties pursuant to this Agreement.

11.2 The Council shall pay all correct and valid claims for Additional Expenses on a monthly basis in arrears.

11.3 The Consultant shall present a correct and valid invoice to the Council for all authorised Additional Expenses.

11.4 The Consultant shall obtain the approval of the LSCB before incurring any Additional Expenses.

11.5 The Council shall not pay any Additional Expenses claim which exceeds the following list:

 11.5.1 Rail fare most economical 2nd class rail fare

 11.5.2 Mileage 40p per mile

 11.5.3 Accommodation most economical budget rate hotel

11.6 The above expenses will only be paid when the Consultant is away from <insert> on official LSCB business. No expenses and/or mileage allowances will be paid for travel between the Consultant’s home address and any LSCB meeting within the <insert> area.

**12. THE OVERVIEW REPORT**

12.1 The Serious Case Review Overview Report remains the property of the <insert> Safeguarding Children Board.

Template 7b

**CONTRACT FOR THE LEAD REVIEWER**

**<Insert> COUNCIL**

**(<Insert> SAFEGUARDING CHILDREN BOARD)**

**AND**

**<Insert name>**

**INDEPENDENT CONSULTANT**

**CONSULTANCY AGREEMENT FOR THE PROVISION OF A SERIOUS CASE REVIEW LEAD REVIEWER FOR THE LOCAL SAFEGUARDING CHILDREN BOARD**

<Insert address of LSCB>

THIS AGREEMENT is made on the <Insert date>

BETWEEN:

(1) <Insert> Council of <Insert address> (“the Council”) and

(2) <Insert name and address> (“the Consultant”)

each individually a “Party” and together “the Parties”.

**BACKGROUND**

A The Council set up the Local Safeguarding Children Board (“the LSCB”) in order to comply with its duties under the Children Act 2004. The role of the LSCB is to safeguard and promote the welfare of children within <Insert>.

B The LSCB comprises of representatives from the Council, the Police, Probation, the Youth Offending Team, Strategic Health Authorities and Clinical Commissioning Groups, Careers South West and the Children and Family Courts Advisory and Support Service.

C The Council is the accountable body for the LSCB and enters into this Agreement on behalf of the LSCB.

D This Agreement relates to the services of a chair of the Serious Case Review Panel and / or production or overview reports and executive summaries and the presentation of such reports or summaries to the LSCB.

**OPERATIVE PROVISIONS**

**1. Definitions and Interpretation**

1.1 The following terms shall have the following meanings for the purposes of this Agreement:

1.1.1 “Agreement” means these terms and conditions and the Schedule to this Agreement as the same may be amended, modified or supplemented from time to time in accordance with this Agreement;

1.1.2 “Authorised Officer” means the person nominated and notified to the Consultant as being the representative of the Council to whom all communications must be sent and who will liaise with the Consultant in the delivery of the Services;

 1.1.3 “Commencement Date” means <insert>;

 1.1.4 “Completion Date” means <insert>;

1.1.5 “Fee” means the amount due to Consultant pursuant to Clause 4 and as detailed in the Specification

1.1.6 “LSCB” means the Local Safeguarding Children Board;

1.1.7 “Personal Data” means data which relates to a living individual who can be identified from those data, or from those data and other information which are in the possession of or are likely to come into the possession of either Party. They include, without limitation, expressions of opinion or intentions in respect of such a living individual;

1.1.8 “Regulated Activity” means a regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006;

1.1.9 “Sensitive Personal Data” means Personal Data consisting of information as to the racial or ethnic origin, the political beliefs, religious or similar beliefs, trade union membership, details of physical or mental health, sexual life and alleged commission of crimes or criminal record of the data subject;

1.1.10 “Schedule” means the schedule attached to this Agreement;

1.1.11 “Services” means the services detailed in the Specification;

1.1.12 “Specification” means the document attached to this Agreement at Schedule 1;

1.1.13 “VAT” means Value Added Tax

1.2 The headings in these terms and conditions are inserted only for convenience and shall not affect its construction.

1.3 The singular includes the plural and vice versa and any gender includes any other gender.

1.4 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

1.5 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the Agreement shall take precedence over the provision in the Schedule.

**2. Duration**

2.1 This Agreement shall commence on the Commencement Date and expire on the Completion Date unless terminated earlier in accordance with the terms and conditions of this Agreement.

2.2 This Agreement may be extended for a further 6 month period by the Council. Any extension shall be at the sole discretion of the Council.

2.3 The Council gives no guarantee and accepts no liability as to the actual value or extent of the Services which the Consultant may be required to provide.

**3. The Consultant’s Obligations**

3.1 The Consultant undertakes to the Council that:

3.1.1 it shall provide the Services to the Council subject to the provisions of this Agreement and will conform in all aspects with the Specification;

3.1.2 it shall provide all other services reasonably required by the Council which are reasonably incidental to the Services in accordance with the terms of this Agreement;

3.1.3 it shall exercise skill, care and diligence when carrying out the Services and provide all the Services in accordance with the requirements set out in the Specification and any subsequent amendments thereto and shall use all reasonable endeavours to carry out the Services in accordance with agreed timescales;

3.1.4 it shall keep the Council fully informed and provide it with regular reports on all the matters of interest to a prudent client, together with such information as the Council may reasonably require from time to time;

3.1.5 any report prepared by the Consultant with regard to the Services shall be delivered to the Council without restrictions or liens and the Council shall be entitled to unrestricted use of the report for any and all purposes connected with the Project;

3.2 The Consultant shall at all reasonable times during the provision of the Services allow the Authorised Officer or their nominated delegate access to:

3.2.2 all records and documents in the possession, custody or control of the Consultant in connection with the provision of the Services;

3.2.3 any personnel or agent of the Consultant for the purpose of interviewing such persons in connection with the provision of the Services;

3.3 The Consultant shall at all times for the duration of this Agreement and for a period of seven (7) years thereafter:

3.3.1. keep secure and not without the written consent of the Council make use of for its own purposes or disclose any all original and copy records, documents, information, statements and papers which may be acquired or produced by the Consultant or by any permitted sub-contractor in the performance of this Agreement all of which shall be deemed to be confidential. In default of compliance, the Council shall be entitled to recover possession of such materials and the Consultant shall cooperate with the Council in return of documents to the Council

3.3.2 neither dispose nor part with possession of any materials provided to the Consultant by the Council pursuant to this Agreement or prepared by the Consultant other than in accordance with the express instructions of the Council;

3.3.3 make all original and copy records, documents, information, statements and papers which may be acquired or produced by the Consultant or by any permitted sub-contractor in the performance of this Agreement available to the Council and its internal auditors, the Local Government Ombudsman or District Auditor and co‑operate fully with any investigations and make such explanations to the Council, its internal auditors, the Local Government Ombudsman and the District Auditor as may be necessary for them to be satisfied that the terms and conditions of Agreement and the Council’s contract standing orders and financial regulations and all statutory and regulatory provisions relating to this Agreement have been and are being complied with.

3.4 The Consultant shall at all times (where relevant) comply with the Council’s contract procedure rules and financial regulations and all policies and procedures as may be amended from time to time.

3.5 The Consultant shall at all times work diligently to protect and promote the interests of the Council.

3.6 The Consultant shall not cause or permit any illegal act in the course of the provision of the Services.

3.7 The Consultant shall take all reasonable steps to prevent fraud by employees and the Consultant (including its shareholders, members, directors) in connection with the receipt of remuneration from the Council. The Consultant shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is likely to occur.

3.8 Except and to the extent upon the terms required or permitted by the Council the Consultant shall not in any circumstances use any documents, premises or equipment of the Council.

3.9 If the Consultant is unable or fails to provide the Services or any part thereof in accordance with the requirements of clause 3.1, the Council may itself provide or may employ and pay other persons to provide the Services or any part thereof.

3.10 The Consultant shall as may be necessary or desirable co-operate, liaise with, and co-ordinate its activities with those of any other consultant contractor or sub-contractor employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other service provided by or on behalf of or to the Council.

3.11 The Consultant shall not advertise the fact that it is providing Services to the Council under this Agreement other than with the written permission of the Council, not to be unreasonably withheld or delayed.

3.12 The Consultant shall provide all relevant information which may be required by the Council in order that the Council can act fairly, properly and in accordance with its statutory obligations in connection with any tendering exercise whether relating to the provision of the Services or the future provision of the same or any similar service and whether such tendering exercise takes place before or after the expiry of this Agreement. The Council may make a request for any such information at any reasonable time and the Consultant shall comply with that request as soon as practically possible.

3.13 The Consultant shall be responsible for the accuracy of all documentation and information supplied to the Council by the Consultant in connection with the provision of the Services and shall rectify any discrepancies, errors or omissions therein identified by the Council.

3.14 Should the Consultant require any further instruction or information for or in connection with the performance of the Services, the Consultant shall make a written application for the same to the Authorised Officer in which the requirement is stated in adequate detail. Such application shall be made on a date which, having regard to the date upon which the Consultant reasonably needs the same for or in connection with the performance of the Services, is neither too far away from nor too close to that date having regard to all the circumstances including the time likely to be required by the Authorised Officer to respond to the application.

**4. Payments**

4.1 The Fee payable to the Consultant in respect of the performance of the Services shall be set out in the Specification and shall be inclusive of VAT.

4.2 Where there is no dispute and subject to the Council being satisfied with the Services, payment of the Fee shall be made by the Council within 30 days of receipt of a valid invoice.

4.3 Upon receipt of a valid receipt from the Consultant to the Council, the Council shall pay to the Consultant all reasonable travel costs incurred by the Consultant in the provision of the Services.

4.4 No variation to the Fee or any extra charges shall be accepted by the Council unless expressly agreed in writing by the Council.

4.5 The Consultant shall bear exclusive responsibility for the payment of national insurance contributions, income tax and VAT liability pursuant to this Agreement and shall fully and promptly indemnify the Council in respect of any liability of the Council in that respect.

**5. Confidentiality, Disclosure of Information and Freedom of Information**

5.1 The Consultant shall keep in strict confidence any Confidential Information provided by the Council and shall only use the Confidential Information received for the purposes of this Agreement and shall not disclose the Confidential Information without the prior written consent of the Council. The Consultant shall take all necessary precautions to ensure that all Confidential Information is treated confidential and not disclosed (save as expressly permitted by this Agreement) other than for the purposes of this Agreement or is permitted under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004.

5.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000, the content of this Agreement is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000. Notwithstanding any other term of this Agreement, the Consultant hereby gives its consent for the Council to publish the Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 redacted), including from time to time agreed changes to the Agreement, to the general public.

5.3 The Council may consult with the Consultant to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

5.4 The Consultant shall assist and cooperate with the Council to enable the Council to publish the Agreement.

5.5 Nothing contained in this Agreement shall prevent the Council from disclosing and/or publishing under the provisions of the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004 any term or Condition or information contained in or relating to the formation of this Agreement.

5.6 The Consultant shall co-operate with the Council and supply all necessary information and documentation required in connection with any request received by the Council under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004.

5.7 Nothing contained in this Agreement shall prevent the Council from disclosing and/or publishing any documents or information produced by the Consultant in accordance with this Agreement.

**6. Data Protection**

6.1 Subject to the provisions of Clause 5 the Parties and/or their personnel shall not without the written consent of the other Party during the Agreement or at any time thereafter make use of for its own purposes, or disclose to any person (except as may be required by law), or dispose of or part with possession, custody, or control of the Agreement or any information contained therein or any information provided to the other by the Party pursuant to or in connection with the Agreement or prepared or obtained pursuant to or in connection with the Agreement, all of which information shall be deemed to be strictly confidential.

6.2 The Consultant acknowledges that the Council may provide Personal Data and/or Sensitive Personal Data to the Consultant in order for the Consultant to provide the Services required under the Agreement.

6.3 The Consultant undertakes to:

6.3.1 keep all Personal Data confidential and shall at all times comply with the provisions of the Data Protection Act 1998 (as amended), and

6.3.2 shall only use the Personal Data and Sensitive Personal Data disclosed by the Council in order to provide the Services.

6.4 The Consultant shall indemnify the other Party for all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach of this Clause 6, or by reason of a breach of the Data Protection Act 1998.

6.5 The Consultant shall comply with the provisions of the Data Protection Act 1998 and any related legislation insofar as the same relates to the provisions and obligations of the terms and Clauses of this Agreement.

**7 Instructions to Consultant**

7.1 The Authorised Officer and other Council personnel may request to meet with the Consultant during this Agreement. The Consultant shall attend such meetings upon reasonable notice during which instructions may be issued by the Authorised Officer to the Consultant.

7.2 For the avoidance of doubt the above clause 7.1 does not limit the Council from issuing additional instructions in writing and the Authorised Officer may from time to time issue such instructions to the Consultant to provide aspects of the Services.

7.3 Such instructions will specify the nature of the work to be undertaken and notwithstanding any provision as to agreed timescales as set out in this Agreement, the Council’s requirements as regards the timescale for the delivery of the required Services and for the avoidance of doubt the timescale may encompass any number of separate dates or times for the provisions of the Services or any part thereof.

7.4 Should the Consultant be of the opinion that any such timescale is unreasonable it shall be given a right of reasonable objection provided that this right is exercised forthwith.

7.5 Without prejudice to the obligation of the Consultant set out in clause 3.1.1 the Parties shall use reasonable endeavours to agree a mutually acceptable timescale for the delivery of the Services.

7.6 Notwithstanding any data in regard to the value and/or volume of work set out in this Agreement, the Council gives no guarantee and accepts no liability as to the actual value or extent of the Services which the Consultant may be required to provide.

**8. Council’s Right to use Documents**

8.1 Pursuant to and for the consideration set out in this Agreement the Consultant hereby assigns with full title guarantee (or shall use all reasonable endeavours to procure that any person, firm or company who is in a position to assign the same with full title guarantee shall assign to the Council) with effect from the Commencement Date or in the case of documentation not yet in existence with effect from the creation thereof, to the Council, the copyright and all other rights in the nature of copyright in the reports and in any other documentation produced by the Consultant in the performance of the Services. The Consultant shall not be liable for the use of any such documentation other than for which the same was originally prepared or provided by or on behalf of the Consultant.

8.2 The Consultant warrants to the Council that the documentation referred to in clause 8.1 is, save to the extent that duly authorised sub-consultants have been used, the Consultant’s own original work and that in performance of the Services he has not infringed and will not infringe any copyright or other intellectual property and design right. The Consultant further warrants that where duly authorised sub-consultants are used their work will be original.

8.3 The Consultant shall indemnify and keep indemnified the Council against all reasonably foreseeable and legally enforceable actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Consultant of this clause 8.

**9. Safeguarding**

9.1 If appropriate, the Consultant shall put or have in place a safeguarding policy which reflects and complements the relevant statutory provisions relating to safeguarding children and/or vulnerable adults and;

 9.1.1 the Council’s safeguarding policies and procedures; and

 9.1.2 the Local Safeguarding Adults Board policies and procedures including but not limited to the Multi-Agency Safeguarding Adults Policy; and

 9.1.3 the Local Safeguarding Children Board’s safeguarding policies and procedures including the South West Child Protection Procedures;

as applicable and amended from time to time to ensure that all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and / or vulnerable adults or where there is a concern about the behaviour of an individual are reported immediately to the Council’s Representative and the Safeguarding Adult’s Team (insert) in respect of a vulnerable adult or the Council’s Children’s Social Care Team (insert) in respect of a child. The Consultant’s safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.

9.2 If appropriate, the Consultant shall submit its safeguarding policy to the Council for approval. The Consultant must incorporate any amendments to the policy which may be advised by the Council.

9.3 The Consultant must adhere to the requirements of the Government’s vetting and barring scheme including, when appropriate, the referral of individuals to the Independent Safeguarding Authority where there is a concern relating to harm or the risk of harm to children or vulnerable adults or where there is a concern about the behaviour or conduct of an individual. The Consultant shall comply with all statutory obligations in respect of safeguarding and shall act in accordance with the guidance issued by the Independent Safeguarding Authority as amended from time to time.

9.4 If appropriate, all Consultant personnel (paid and voluntary) engaged in a Regulated Activity on behalf of the Consultant must have undertaken an Enhanced Criminal Records Bureau Check and the Consultant shall provide the Councils Representative with details of individual Enhanced Criminal Records Bureau Check certificate reference numbers for all employees likely to be engaged in the provision of the Services concerned and ensure this information is updated as required. The Consultant shall procure that no person who discloses any conviction or who is found to have any convictions following the checks referred to in this Condition is employed or engaged by the Consultant on the Consultant’s behalf without the Council’s prior written consent. All personnel must have a fresh Enhanced Criminal Records Bureau Check if they have a break in service of three (3) months or more.

9.5 The Consultant shall ensure that the organisation operates a recruitment and selection procedure which aligns with the Council’s safer recruitment and disciplinary standards and which meets the requirements of legislation, equal opportunities and anti-discriminatory practice and ensures protection of vulnerable children and adults. The selection of all Consultant personnel and volunteers should be fair, safe and effective and the Consultant will be expected to comply with all national requirements for registered providers and shall ensure the stringent checking of identification, qualifications, curriculum vitae and the scrutiny of at least two confidential references which specifically include a response to a question enquiring as to the suitability of the applicant for the post particularly in circumstances where the carrying out of Criminal Records Bureau Checks is not a statutory requirement.

9.6 If appropriate, the Consultant shall ensure that vulnerable children and adults are safeguarded from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self harm or inhuman or degrading treatment through deliberate intent, negligent acts or omissions.

9.7 If appropriate, the Consultant shall ensure that all allegations, suspicions and incidents of abuse are reported immediately to the Council’s Representative and shall promptly take appropriate disciplinary action against any member of staff who is engaged or is alleged to be engaged in any of the improper conduct. The Consultant shall promptly inform the Council’s Representative of the initiation, nature and outcome of any disciplinary action taken against any member of staff and shall immediately suspend the member of staff from providing the Services pending investigation and completion of appropriate disciplinary action. The Council’s Representative may require the Consultant to provide specific further training and support to the member of staff concerned and may request in writing that the Consultant monitors that member of staff’s performance and submits a report to the Council’s Representative. The Consultant shall ensure that the provisions of relevant contracts of employment of its staff provide for relevant staff consent to the sharing of the information / data described in this Condition.

9.8 If appropriate, the Consultant shall procure that all personnel engaged in the delivery of the Services regularly receive appropriate safeguarding vulnerable adults training according to their job role as detailed within the Specification or discussed and agreed at subsequent contract review meetings.

9.9 If appropriate, the Consultant shall appoint an individual of sufficient seniority for the safeguarding of vulnerable adults. This individual shall be responsible for the implementation and monitoring of the Consultant’s safeguarding policies and procedures in accordance with the terms of this Agreement.

9.10The Consultant shall:

 9.10.1 have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Consultant as regards any part of the provision of the Services;

 9.10.2 not take any action against any employee pursuant to its contractual rights in respect of that employee where such employee has in accordance with the process provided pursuant to Condition 9.10.1 and in good faith reported alleged malpractice on the part of the Consultant.

**10. Termination**

10.1 The Council may terminate this Agreement at any time by giving 7 days written notice.

10.2 The Council may by written notice to the Consultant require the Consultant to suspend performance of any or all of the Services to be provided. In the event of the suspension of the whole of the Services the Consultant shall be entitled to be paid up to the date of suspension on the basis set out in Clause 4 as if the Consultant appointment had been terminated at the date of suspension.

10.3 The Council may terminate this Agreement with immediate effect on the giving of notice if an offence is committed by the Consultant or the Consultant’s agents or employees under the Prevention of Corruption Acts 1906-1916 or Section 117(2) of the Local Government Act 1972 (or any related subsequent legislation) or if the Consultant shall be offered, or given, or agreed, or give to any person any gift, or consideration of any kind, as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Agreement or any other Agreement with the Council from time to time, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Agreement, or any other Agreement with the Council from time to time, or if the like act shall have been done by any person employed by the Consultant, or acting on the Consultant’s behalf (whether with or without the knowledge of the Consultant), including but not limited to, for the avoidance of doubt, the Consultant’s agents or employees, then the Council shall be entitled, without prejudice to any other rights accrued under this Agreement or otherwise, to recover from the Consultant the amount of any loss resulting from such termination and any monies paid over to date.

10.4 The Council shall be entitled to terminate this Agreement with immediate effect should any governmental or other consent required to enable the Council or the Consultant to perform its obligations under this Agreement is withdrawn or modified or it becomes for any reason unlawful for the Council to perform any of the obligations herein.

10.5 Following any termination of this Agreement and subject to any set offs or deductions it may be entitled properly to make, the Council shall pay to the Consultant any instalments of the Fee which have accrued prior to the date of termination.

10.6 Upon any termination of the Agreement, the Consultant shall deliver to the Council all the documents which the Consultant holds (whether in the course of preparation or completed) in connection with the Services together with the originals and any copies which the Consultant may hold of all documents provided to it by the Council or by others in connection with the Services.

10.7 If the Consultant or (as appropriate) the Consultant’s partners, directors, or members of a limited liability partnership:

10.7.1 commit a breach of any of its obligations under the Agreement;

10.7.2 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal for voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;

10.7.3 has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an administrative receiver;

10.7.4 has a winding-up order made, or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed,

10.6.5 has a provisional liquidator, receiver, or manager of its business or

 undertaking duly appointed,

 then any such event shall constitute a breach of the Agreement which entitles the Council to treat itself discharged from further liability under the Agreement and to recover from the Consultant the amount of loss resulting therefrom.

**11. Indemnity and Insurance**

11.1 The Consultant shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of the provision of the Services in relation to the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Council except and to the extent that it may arise out of the act, default or negligence of the Council its employees or agents not being the Consultant or employed by the Consultant.

11.2 Without prejudice to its obligations under this Clause 11, the Consultant shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Consultants obligations and liabilities under this Clause 11, including but not limited to:

11.2.1 professional indemnity insurance with a limit of indemnity of not less than £1 million;

11.2.2 public liability insurance with a limit of indemnity of not less than £1 million;

11.2.3 employers liability insurance with a limit of indemnity of not less than £1 million;

for any one occurrence or series of occurrences arising out of any one event (together “the Insurances”).

11.3 As and when reasonably required to do so by the Council, the Consultant shall produce copy documentary evidence of the Insurance policies and their schedule to indicate that the premiums have been paid.

**12. Assignment**

12.1 The Council shall be entitled to assign the benefit of the Agreement or any part thereof and shall give written notice of any assignment to the Consultant.

12.2 The Consultant shall not:

12.2.1 assign the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof;

12.2.2 sub-contract the provision of the Services or any part thereof to any person without the previous written consent of the Council, which consent shall be in the discretion of the Council and if given, shall not relieve the Consultant from any liability or obligation under the Agreement and the Consultant shall be responsible for the acts, defaults or neglect of any sub-Contractors, its employees or agents in all respects as if they were the acts, defaults or neglect of the Consultant.

**13. Recovery of Sums due to the Council**

Whenever under this Agreement any sum of money shall be recoverable from or payable to the Consultant by the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Consultant under this Agreement or any other contract between the Parties.

**14.** **Notices**

Any demand, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post or facsimile transmission to the registered office or last known address of the Party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be.

**15. Entire agreement**

This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations between them. The Parties confirm that they have not entered into this Agreement on the basis of any representative that is not expressly incorporated into this Agreement.

**16. Waiver**

Failure by the Council at any time to enforce the provisions of the Agreement or to require performance by the Consultant of any of the provisions of the Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

**17. Audit**

17.1 The Council may, not more than twice in any twelve (12) month period, conduct audits for the following purposes:

17.1.1 to verify the accuracy of invoices (and proposed or actual variations to them in accordance with this Agreement);

17.1.2 to review the integrity, confidentiality and security of the Consultant’s data;

17.1.3 to review the Consultant’s compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 and any other legislation applicable to this Agreement.

17.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Consultant or delay the provision of the supply of the Services.

17.3 Subject to the Council’s obligations of confidentiality, the Consultant shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

17.3.1 all information requested by the Council within the permitted scope of the audit; and

17.3.2 access to the Consultant’s employees.

17.4 The Council shall use reasonable endeavours to but is not obliged to provide at least fifteen (15) working days’ notice of its intention to conduct an audit to the Consultant.

17.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material default by the Consultant in which case the Consultant shall reimburse the Council for all the Council’s reasonable costs incurred in the course of the audit.

17.6 If an audit identifies that the Consultant has failed to perform its obligations under this Agreement in any material manner, the Parties shall agree and implement a remedial plan. If the Consultant’s failure relates to a failure to provide any information to the Council about invoices, use of the remuneration or proposed charges then the remedial plan shall include a requirement for the provision of all such information.

17.7 The provisions of this clause 17 shall survive the expiry or termination of this Agreement for a period of twelve (12) months.

**18. Third Party Rights**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions.

**19. Modifications to Services**

19.1 The Authorised Officer shall have the power to issue to the Consultant instructions in writing:

19.1.1 requiring the Consultant to vary the scope of the Services or any part thereof;

19.1.2 requiring the Consultant to omit or postpone the performance of any part or the whole of the Services;

19.1.3 requiring the Consultant to vary any instructions or any part thereof issued pursuant to clause 7.

19.2 The valuation of modifications to Services requested pursuant to clause 19 shall be ascertained by the Authorised Officer in accordance with clause 4.

**20. Variations**

Any variation to this Agreement shall be effected by an agreement in writing signed by each of the Parties hereto.

**21. Transfer of Obligations**

21.1 The Consultant will note the Council’s current and future obligations under the Equality Act 2010, the Human Rights Act 1998, Data Protection Act 1998, Freedom of Information Act 2000 and Environmental Information Regulations 2004 and all other statutory, regulatory requirements and any codes of practice and best practice guidance issues by the Government and the appropriate enforcement agencies (all as amended from time to time).

21.2 The Consultant will comply with the above legislation, regulation and guidance in so far as it places obligations on the Consultant in the performance of its obligations under this Agreement.

21.3 The Consultant will facilitate the Council’s compliance with the Council’s obligations under these provisions where appropriate and comply with any reasonable request from that Council for that purpose.

21.4 The Consultant notes particularly that the Council may be required to provide information relating to this Agreement or the Consultant to a person in order to comply with its obligations under these provisions.

**22. Severance**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

**23. Gratuities**

The Consultant shall not, whether itself, or by any person employed by it to provide the Services, solicit or accept any gratuity or any other reward, tip or any other form of money taking, collection or charge for any part of the Services other than charges properly approved by the Council in accordance with the provisions of this Agreement.

**24. Further Assurance**

 The Parties hereto shall execute and/or do all such further deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

**25. Dispute Resolution**

25.1 Any disputes or differences arising between the Parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the Parties herein under, or any matter or event connected with or arising out of the Agreement shall be resolved by the Parties negotiating in good faith.

25.2 In the absence of resolution in accordance with clause 25.1 the dispute may be referred by the agreement of both Parties to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure 2001 or such later edition as may be in force from time to time or such other organisation which provides mediation services. The mediator shall be agreed upon by the Parties.

25.3 All costs of mediation shall be borne equally by the Parties unless otherwise directed by the mediator.

25.4 The submissionof either Party to clause 25.2 shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

**26. Legal Proceedings**

26.1 The Consultant shall notify the Authorised Officer immediately upon becoming aware of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Services.

26.2 If requested to do so by the Authorised Officer and at its own expense, the Consultant shall provide the Authorised Officer with any relevant information in connection with any litigation, arbitration or other dispute in which the Council may become involved or any relevant disciplinary hearing internal to the Council and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Services.

26.3 The Consultant shall, at their own expense, fully assist the Commission for Local Administration in England, the Audit Commission, the District Auditor, the Council’s Internal Auditor, <insert> Council’s Monitoring Officer and any other body or person as may be specified by the Authorised Officer with any investigations, enquiries or complaints relating to allegations of maladministration or other irregularities or improprieties in connection either directly or indirectly with the Agreement such assistance to include the prompt disclosure to such body or person as aforesaid of all relevant information and documentation.

26.4 Should any part of the Services involve the Consultant in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation under that other contract forthwith notify the Authorised Officer of any such matter together with such particulars as are available.

**27. Force Majeure**

27.1Neither Party shall be considered in breach of its obligations under this Agreement or be responsible for any delay in the carrying out of such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence, whether direct or indirect, of war (whether war be declared or not), emergency, accident, fire, earthquake, flood, storm, tempest, any act of God or any other cause beyond the reasonable control of the Party affected.

27.2 If the performance of a Party’s obligations under this Agreement is in the opinion of that Party likely to be hindered, delayed or affected by a reason falling within clause 28.1 the Party so affected shall promptly notify the other Party in writing of that fact. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party

**28. Status of Parties**

The Consultant is an independent contractor and the Consultant shall not be in any circumstances be deemed to be an agent of the Council save where expressly stated and instructed to the contrary by the Council.

**29. Governing Law**

 This Agreement shall be governed by English law and the Parties hereby submit to the jurisdiction of the English courts.

IN WITNESS whereof the Parties have entered into this Agreement the day and year first above written.

**SIGNED**

……………………………….. …………….

For and on behalf of

**<Insert> COUNCIL**

Authorised Officer:

**SIGNED**

……………………………………………...

Name:

……………………………………………….

Witnessed by

Name: ………………………………………..

Address: ……………………………………..

…………………………………………………

Occupation: ………………………………….

Template 8

**LETTER TO CASE GROUP MEMBER**

Dear

**Re: Serious Case Review <insert ref details>**

I am writing to you as the Chair of the <insert> Safeguarding Children Board as I understand you have been approached to be part of a Serious Case Review in relation to the death of <insert>.

The Review will be undertaken using the Social Care Institute for Excellence (SCIE) Learning Together Model. For your information I enclose a document that provides an introduction to the SCIE Learning Together methodology.

The <insert> Safeguarding Children Board has appointed two Lead Reviewers for the Serious Case Review:

* <insert>
* <insert>

They have identified a Review Team to help them and they are:

* <insert>
* <insert>
* <insert>
* <insert>
* <insert>
* <insert>
* <insert>
* <insert>

The Lead Reviewers would like to invite you to a meeting to explain how the Serious Case Review will be undertaken on the <insert> at <insert>

Your direct experience with this case is crucial to understanding the circumstances leading up to the death and the Lead Reviewers would like to talk with you about the case individually and with other professionals who have been identified as being involved.

Following the meeting on the <insert> the following date/time has been arranged for you to meet with two members of the Review Team listed above for an individual conversation: <insert> at <insert> We have allowed 2 hours for this conversation although it may not take this long to complete.

Could you please confirm your attendance at the above two meetings by contacting <insert>.

Following the completion of all the conversations with those involved in the case, the Review Team will be analysing what they believe happened from all the information they gather and intend inviting you to a group discussion to present their emerging analysis on <insert> at <insert>

At this meeting you will have the chance to comment on and correct any parts of the analysis. A second meeting will be held on the <insert> at <insert>to focus on the learning from this case about the strengths and weaknesses of <insert> current multi agency safeguarding children systems and once again your comments will be sought to identify improvements.

I would like to thank you for your agreement to be involved in this Serious Case Review and should you have any questions or concerns in advance of the first case group meeting on the <insert> please contact <insert>

Template 9

# Title

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# Introduction

#### Why this case was chosen to be reviewed

*The trigger may have been a concern about a particular practice area that the LSCB wanted to better understand, or it may be the outcome of the particular case.*

#### Succinct summary of case

*This should be just a paragraph. Try presenting it in chronological order as it was known to professionals, not as is more common starting with the incident or end point. A genogram is often useful.*

#### Family composition

#### Timeframe

#### Organisational learning and improvement

Statutory guidance on the conduct of learning and improvement activities to safeguard and protect children, including serious case reviews states that:

Reviews are not ends in themselves. The purpose of these reviews is to identify improvements which are needed and to consolidate good practice. LSCBs and their partner organisations should translate the findings from reviews into programmes of action which lead to sustainable improvements and the prevention of death, serious injury or harm to children. (Working Together 2013:66)

XXX Safeguarding Children Board (LSCB) identified that the SCR of this case held the potential to shed light particular areas of practice including addressing the following questions:

*Add systems research questions here*

#### Methodology

*Example text*

Statutory guidance requires SCRs to be conducted in such in a way which:

* recognises the complex circumstances in which professionals work together to safeguard children;
* seeks to understand precisely who did what and the underlying reasons that led individuals and organisations to act as they did;
* seeks to understand practice from the viewpoint of the individuals and organisations involved at the time rather than using hindsight;
* is transparent about the way data is collected and analysed; and
* makes use of relevant research and case evidence to inform the findings. (2013: 67)

It is also required that the following principles should be applied by LSCBs and their partner organisations to all reviews:

* there should be a culture of continuous **learning and improvement** across the organisations that work together to safeguard and promote the welfare of children, identifying opportunities to draw on what works and promote good practice;
* the approach taken to reviews should be **proportionate** according to the scale and level of complexity of the issues being examined;
* reviews of serious cases should be led by individuals who are **independent** of the case under review and of the organisations whose actions are being reviewed;
* professionals should be involved fully in reviews and invited to contribute their perspectives without fear of being blamed for actions they took in good faith;
* families, including surviving children, should be invited to contribute to reviews. They should understand how they are going to be involved and their expectations should be managed appropriately and sensitively. This is important for ensuring that the child is at the centre of the process (2013: 66-67)

In order to comply with these requirements Lambeth LSCB has used the SCIE Learning Together systems model (Fish, Munro & Bairstow 20010). Detail of what this has entailed is contained in the Appendix of this report.

#### Reviewing expertise and independence

The SCR has been lead by two people independent of the case under review and of the organisations whose actions are being reviewed. NAME and NAME are both accredited to carry out SCIE reviews, and have extensive experience in writing SCRs/IMRs under the previous ‘Chapter 8’ framework. Neither has any previous involvement with this case, or any previous or current relationship with XXX Council or partner agencies.

The lead reviewers have received supervision from SCIE as is standard for Learning Together accredited reviewers. This supports the rigour of the analytic process and reliability of the findings as rooted in the evidence.

#### Acronyms used and terminology explained

Statutory guidance requires that SCR reports

be written in plain English and in a way that can be easily understood by professionals and the public alike (2013: 70)

Writing for multiple audiences is always challenging. In the Appendix we provide a section on terminology aim to support readers who are not familiar with the processes and language of the safeguarding and child protection work.

LSCBs and SCIE are both keen to improve the accessibility of SCR reports and welcome feedback and suggestions for how this might be improved.

#### Specialist advice

#### Methodological comment and limitations

*Data you have not accessed; lines of inquiry that you have not pursued and the rationale for decisions and what difference it makes*

##### Participation of professionals

##### Perspectives of the parents and children

#### Structure of the report

# The findings:

#### Introduction

Statutory guidance requires that SCR reports provide a sound analysis of what happened in the case, and why, and what needs to happen in order to reduce the risk of recurrence (2013: 71); These processes should be transparent, with findings of reviews shared publicly. The findings are not only important for the professionals involved locally in cases. Everyone across the country has an interest in understanding both what works well and also why things can go wrong (2013: 65).

This section contains xxx priority findings that have emerged from the SCR. The findings explain why professional practice was not more effective in protecting XXX in this case. Each finding also lays out the evidence identified by the review team, that indicates that these are not one-off issues. Evidence is provided to show how each finding creates risks to other children and families in the future cases, because they undermine the reliability with which professionals can do their jobs.

First, an overview is provided of what happened in this case. This clarifies the view of the review team about how timely and effective the help that was given to XXX and his family was, including where practice was below expected standards.

A transition section reiterates the ways in which features of this particular case are common to other the work that professionals conduct with other families and therefore provides useful organisational learning to underpin improvement.

#### Appraisal of professional practice in this case: a synopsis

#### In what ways does this case provide a useful window on our systems

#### Summary of findings

The review team have prioritised eight findings for the LSCB to consider. These are:

Add a list here

#### Findings in detail