



The Serious Case Review Process

Practice Guidance

Last reviewed: January 2010

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1. Introduction

1.1 This guidance is based on the requirements of Chapter 8 of ' *Working Together to Safeguard Children* December 2009' and Regulation 5 of the Local Safeguarding Children Board (LSCB) Regulations 2006.

1.2 Regulation 5 sets out that:

(1) The functions of a LSCB in relation to its objective (as defined in section 14(1) of the Act are as follows –

(e) undertaking reviews of serious cases and advising the authority and the Board partners on lessons to be learned

(2) For the purposes of paragraph 9 (1)(e) a serious case review is one where –

(a) Abuse or neglect of a child is known or suspected; and

(b) 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 the relevant persons have worked together to safeguard the child

2. When will the LSCB undertake a Serious Case Review?

2.1 Haringey LSCB will always undertake a serious case review when a child dies (including death by suicide) **and** abuse or neglect is known or suspected to be a factor in the child's death. (Working Together 8.10)

2.2 Haringey LSCB will always consider whether to undertake a Serious Case Review (SCR) when:

- A child suffered a potentially life-threatening injury or serious and permanent impairment of health and development through abuse and neglect; or
 - A child has been subject to a particularly serious sexual abuse; or
 - A parent has been murdered and a homicide review is being initiated; or
 - A child has been killed by a parent with a mental illness
 - A child has been seriously harmed following a violent assault perpetrated by another child or an adult
- And** the case gives rise to concerns about interagency working to protect children from harm. (Working Together 8.11)

2.3 The SCR sub-group and LSCB Chair will consider the questions outlined in *Working Together to Safeguard Children 8.12* when deciding whether or not a case should be the subject of a case review in circumstances other than when a child dies and abuse or neglect is a known cause of death. The answer, 'yes', to several questions is likely to indicate that a review will yield useful lessons.

3. Membership of Serious Case Review Sub-Group and Panels

3.1 Haringey LSCB has a standing Serious Case Review sub-group to oversee and quality assure all SCRs undertaken by the LSCB and to advise the LSCB Chair as to whether the criteria for conducting an SCR have been met.

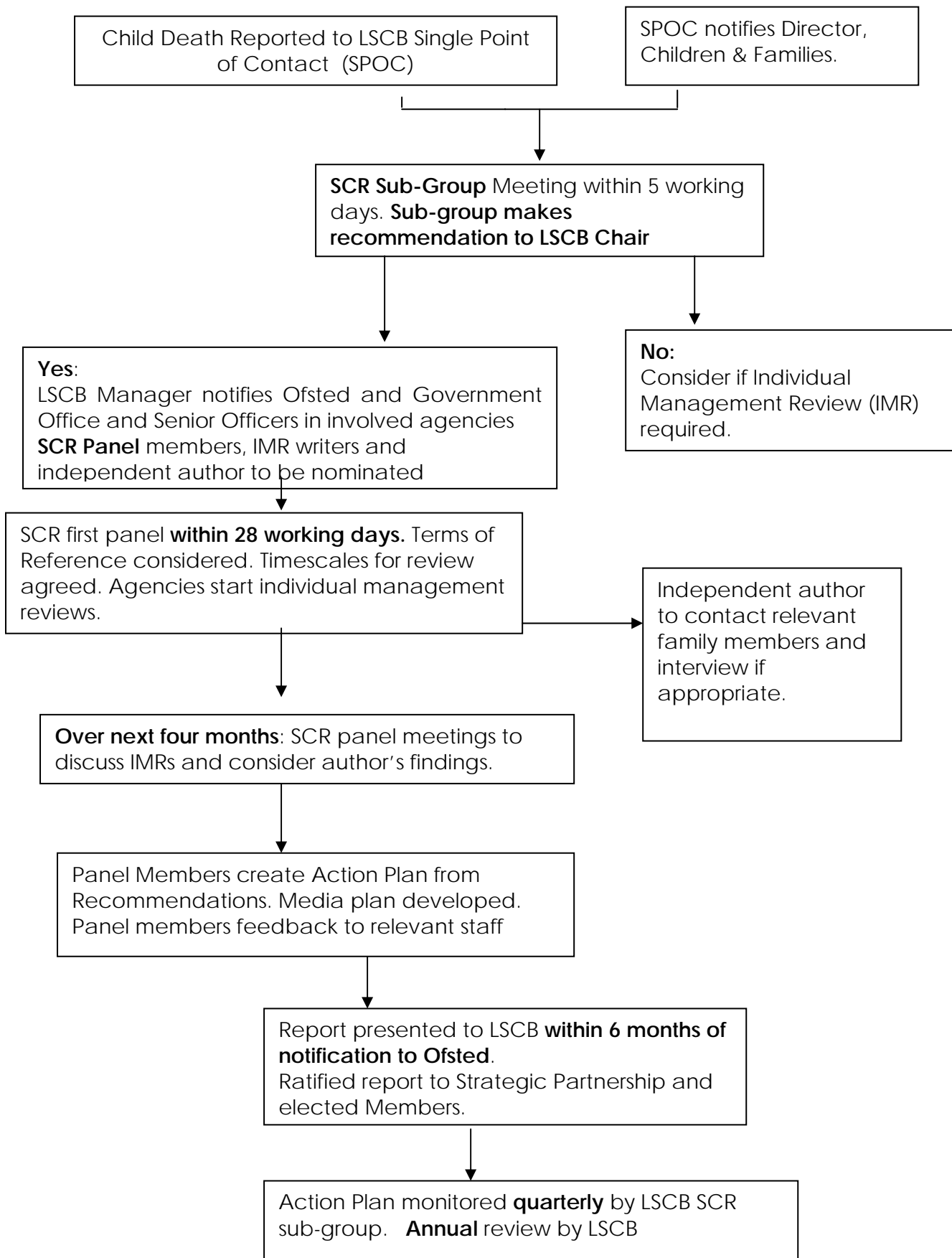
3.2 The membership of the standing SCR sub-group is:

CYPS Director, Children & Families
CYPS Deputy Director, Children's Networks
Borough Commander
Detective Chief Inspector, CAIC
Designated Doctor
Designated Nurse
Director of Operations, GOSH
LSCB Business Manager

3.3 The independent LSCB Chair will chair meetings of the SCR sub-group.

3.4 Following a decision by the LSCB Chair to undertake an SCR, the SCR sub-group will commission an SCR Panel to manage the process. Panel members must be independent of any direct involvement in the case being reviewed and can include outside experts as appropriate to the content of the case.

Flow Chart Summary of SCR Process



4. Action on Notification of a Suspected SCR

- 4.1 Where more than one LSCB has knowledge of a child, the LSCB for the area in which the child is/was normally resident should take lead responsibility for conducting the review. Any other LSCB that has an interest or involvement in the case should co-operate as partners in jointly planning and undertaking the review. In the case of Looked After Children, the responsible Authority should exercise lead responsibility for conducting any review, again involving other LSCBs with an interest or involvement. (Working Together 8.13)
- 4.2 The **LSCB Business Manager** will co-ordinate a meeting of the **SCR sub-group** within 5 working days of the notification. They will consider information from each involved agency and make a recommendation about the appropriateness of a serious case review. Any strategy meeting minutes will be provided to the panel. The sub-group may decide further information is required and arrange a date to reconvene to consider the matter again.
- 4.3 On being notified of a sub-group meeting, each member **must ensure they:**
- Establish if the child is known to the agency and how;
 - Secure or copy the case records for the child/ren and/or adults;
 - If the child has died, ensure that all involved managers and staff are aware of the child's death, and provide appropriate agency support as required.
- 4.4 The Independent Chair of the LSCB, if not present, will be briefed by the acting Chair of the SCR Panel and will make the final decision.
- 4.4 The LSCB Business Manager will invoke the LSCB Critical Incident Protocol.

5. Decision to Undertake a Review

- 5.1 When a decision to undertake a review is made, the **LSCB Business Manager** will notify the review to Ofsted and Government Office (with an alert as to whether alternative timescales are likely), using Ofsted's *Notification of a Serious Childcare Incident* Form.
- 5.2 The LSCB Business Manager will send a notification letter to all LSCB members, the regional CAFCASS Director, and any private or voluntary sector service known at this stage to be involved. The letter will request them to:
- Establish if the child or adults involved are known to any service within their agency;
 - Inform the chief executive or senior officer of their agency, if not already informed by a representative on the SCR Panel;

- Establish whether or not there are outstanding criminal or care proceedings which may affect the timeframe for the review (WT 8.25/8.26)
- Nominate a management review author and where required a lead officer to be part of the SCR Panel;
- Secure the case records for the child/ren and/or adults;
- If the child has died, ensure the managers and staff involved with the child are aware of the child's death and provide appropriate agency support as required.

5.3 The LSCB Business Manager will establish a Serious Case Review Panel Meeting within 28 days of the decision.

5.4 The LSCB Business Manager will notify the Coroner and Chair of the Child Death Overview Panel in cases of a child death.

5.5 The LSCB Business Manager will notify the Local Authority Press Office.

5.6 The CYPS Director, Children & Families and the LSCB Business Manager will consider any alternative/additional action that may need to be undertaken.

6. Timescales

6.1 *Working Together to Safeguard Children 2009 (8.23)* requires that Reviews should be completed within six months of the LSCB Chair's decision to initiate, unless an alternative timescale is agreed with Government Office for London at the outset. Sometimes, the complexity of a case does not become apparent until the review is in progress.

6.2 As soon as it emerges that a review cannot be completed within six months of the Chair's decision to initiate it, the LSCB Chair should raise the issue with the Government Office for London and supply a revised project plan.

Timeline

Month 1	Identification of IMR authors and Independent Author. First Serious Case Review Panel.
Month 2-3	IMR reports and chronologies are drafted.
Month 2	Independent author meeting with Panel and IMR writers
Month 3	Serious Case Review Panel Meeting with IMR writers
Month 4-5	Serious Case Review Report completed and LSCB. Action Plan developed. Panel meetings as necessary.
Month 6	Approved by Serious Case Review Panel/LSCB. All paperwork sent to Ofsted

7. Serious Case Review Panel

- 7.1 The aim of the SCR panel is to:
- Ensure the effective review and analysis of the information related to the case;
 - Establish whether there are lessons to be learned about the way in which local professionals and agencies work together to safeguard children;
 - Establish whether there were any equalities issues that were not effectively addressed by local professionals and agencies;
 - Identify clearly what those lessons are, how they will be acted upon and what is expected to change as a result.
 - Panel members represent their agencies and will be required to ensure that their agency's views and opinions are represented. Panel members will also be expected to provide their expertise and knowledge of best practice in their field in order that the panel is well advised;
- 7.2 Panel members **should not** have had any responsibility for the case or direct line management for those involved with the case.
- 7.3 Where the case presents specific issues which may not have been addressed by a specific agency or known about whilst the child's case was active the Panel may request that outside experts contribute to the review. This may involve them attending a single panel or multiple panels depending on the requirements.
- 7.4 **The Panel chair:** The panel will be chaired by the independent chair of the LSCB. Where this is not possible, the Panel Chair should not be a member of Haringey LSCB, an employee of any of the agencies involved in the review or the overview report author.

8. Panel Member Role

- 8.1 The Panel member should be a senior officer within an agency who will ensure the effective management of the serious case review process including:
- the effective representation of an agency in the panel,
 - supervision of the IMR,
 - development and implementation of any action plan.
- 8.2 It is preferable for the IMR author and Panel member not to be the same individual. There is benefit to having two separate individuals in allowing for the distribution of work (writing the IMR will require an intense period of work, whereas the panel process will require a longer commitment) and the panel member will be required to have sufficient authority within their agency to approve and take forward the recommendations of the SCR.

9. Confidentiality

- 9.1 These cases can be subject to high levels of public interest and complex legal processes in the criminal and civil courts. Individual management review authors, panel members and any others involved with the serious case review process need to be clear that the information they learn about the case and any agency's involvement is confidential. This means it should not be discussed with anyone apart from key agency officers within the agency who are responsible for either the current case management, where information is required to manage the case, or the senior managers in the agency who need to be kept informed in order to achieve the agency's approval.
- 9.2 It is also important that if there are related care proceedings or reporting restriction orders relating to the child or child's family, that further legal advice is sought before any decision on disclosure is taken particularly if they relate to documents filed in court proceedings
- 9.3 It is vital that documents related to the serious case review are stored securely and where no longer required are shredded.

10. Panel Meetings

- 10.1 **First Panel Stage:** The first panel meeting should take place within 28 days of the decision to undertake an SCR.
- 10.2 The first panel should:
- Establish the terms of reference for the serious case review, including timescales;
 - Agree initials to represent the children who are subject (s) of the review;
 - Agree who will chair the panel;
 - Establish if any specialists are required to join the panel;
 - Identify an overview author;
 - Agree a draft contract for the overview author
 - Discuss involvement of family members and initials to be used in report to represent family members;
 - Consider legal proceedings - including effect on interviewing staff members.
- 10.3 The overview author can be an externally commissioned author or a senior officer from an agency who did not have any involvement with the case. The Panel should consider if the author is required to have any specialist knowledge or background due to the nature of the case.

- 10.4 A template for drawing up terms of reference is included at Appendix One and a sample contact at Appendix Two.
- 10.5 **Subsequent Panel meetings:**
- Panel members to ensure agencies' management reports and chronologies are completed.
 - Panel members to read all the circulated management reports and chronologies prior to the next panel meeting and consider what additional information may be required or further areas for discussion.
 - Review and consider the IMRs and chronologies of the case alongside the terms of reference.
 - Consider the inter-agency working evidenced in the case and key issues.
 - Draft action plans to capture the learning from recommendations in IMRs.
- 10.6 Once a draft Overview Report is available (generally at or around month 5), the SCR Panel should meet to:
- Review the overview author's report and provide comment.
 - Consider the overview author's recommendations.
 - Consider the need for a further panel meeting if a satisfactory outcome is not yet reached or the overview report presented is incomplete.
 - Consider 'case briefing' sheet on the case for agencies to use for internal learning.
- 10.7 If the overview report is at a final stage, panel members may share the overview report with the internal management review authors in order to ensure that the internal management review authors are satisfied that their views are accurately represented. Internal Management Review Authors should not be left with a copy; any copy provided to them should be retrieved.
- 10.8 Where the Panel is satisfied with the overview report:
- The Panel members should ensure senior managers within the agencies represented are in agreement with the overview report and recommendations.
 - Panel members should draft an action plan to capture the learning from the overview report recommendations.
 - The agreed overview report will also be sent to Legal Services for consideration to ensure the report will not present any liability issues for any agency referenced in the report and the LSCB. If significant changes are required a further panel meeting will be established to discuss the issues raised. If only minor changes are recommended which do not change the recommendations of

the report, agreement for these changes will be made by the panel chair and the overview author.

11. Police and Crown Prosecution Service Arrangements

- 11.1 Many serious case reviews will involve adults/young people who are currently under suspicion or arrest for crimes against a child/ren involved in the review. The SCR process therefore has to be mindful of not jeopardising the criminal prosecution process.
- 11.2 **The panel member for the police will be asked to confirm at the first panel meeting whether it is suitable for IMR authors to interview staff members involved and if it is appropriate to interview family members. The position should be kept under review with guidance from the CPS.**
- 11.3 The name and contact for a lead investigator in the case and the family liaison officers should be provided to the CYPS Director, Children & Families, who will ensure these officers are kept informed of the SCR process.

12. Individual Management Reviews (IMRs)

- 12.1 The aim of the Individual Management Review (IMR) is to look openly and critically at individual and organisational practice to see whether the case indicates that changes could and should be made, and if so, to identify how those changes will be brought about.
- 12.2 Haringey Local Safeguarding Children Board strongly encourages agencies to undertake a systems approach to investigating agency practice.

'Traditionally, inquiries have often sought to identify an individual or individuals who can be blamed for the adverse outcome. A systems approach does not condone human error but seeks to understand why it occurs. Individual mistakes or poor practice may sometimes be the factor that immediately precipitates a serious failure but there are usually deeper, systemic factors that create an environment in which those mistakes are more likely to occur. Why are humans in those circumstances performing badly? Does this particular individual have the necessary capabilities, and are the demands, in fact, realistic given what we know about human reasoning?' ... 'The systems approach embodies an attempt to move from a blame culture to a safety culture in order to improve organisational learning.'

Dr E Munro and Dr G Bridge 2006 SCIE Report 06

- 12.3 Individual management reviews should therefore describe their agency's involvement and explain contributory factors and reasons for any findings. Individual practice should be evaluated in light of the

individual's experience, level of supervision and training. The individual's practice should be considered in light of the organisational context. In looking at the reasons for the areas of concern in agency practice, wider influencing issues such as national or local policy; organisational culture; team factors; human reasoning; procedures and inter-agency working should be considered.

- 12.4 The IMR author should consider using the following sources of information:
- The agency's policies and procedures at the time of the case and currently
 - Interviews with professionals and managers involved – written records of these should be kept
 - Case notes and any other records, including minutes of meetings
 - Professional standards
 - National guidance and good practice

A draft framework for the Individual Management Review is provided by the LSCB. This framework is included as Appendix Three. Further guidance can be found in *Working Together to Safeguard Children 2009, (8.39)*

- 12.5 Management reports should consider how the child and family's identity and potential additional needs were recognised, considered and met by the service being provided. The identity and background of staff involved may also be a factor for consideration by the authors in the individual management review.

12.6 Individual Management Review Author

- 12.6.1 The person who writes the agency's individual management review report should be a manager/senior officer within the service who did not have direct contact with the family or directly manage those involved.
- 12.6.2 An agency may have more than one author if more than one service was being provided to the family. In some cases it would be helpful for the reports to be combined into a single IMR. For health agencies this will always be the case and guidance is provided in *Working Together 2009 (8.30-8.31)*.
- 12.6.3 The SCR Panel member for a particular agency should support IMR author and review their work. The **Panel member** should provide reflective comment and support to the author.
- 12.6.4 **No report should be provided to the Panel without the panel member and senior manager responsible for child protection within the organisation deeming that report is satisfactory.**

12.6.5 The panel member may be required to ask the IMR author to provide further information, analysis or comment in light of the SCR Panel meetings.

12.7 Chronology

12.7.1 The chronology demonstrates an agency's engagement and service provision to families. The timeframe for the chronology will be agreed in the terms of reference for the SCR. The purpose of any contact and its outcome should be recorded in the chronology.

12.7.2 A degree of judgement must be applied to chronologies. It may not be appropriate to record every contact; a child who routinely attends school does not need every attendance at school recorded but their sickness or absence should be.

12.7.3 Information should be brief and it may not be appropriate to go into personal detail - for example, detailed personal medical information. Highlight attendance at health clinics, treatment being provided and follow up appointments arranged. The issues raised by the case may provide guidance as to the level of detail that may be required.

12.7.4 The chronology should be completed on the template provided by the LSCB (Appendix Four). Job titles or abbreviated job titles with a key and numbers should be used to identify individual professionals rather than names. (ie Social Worker 1). Agencies should ensure they keep a glossary, with the name of each professional related to each job title and number.

12.8 Staff involvement with the Individual Management Review

12.8.1 Agencies are responsible for ensuring staff are provided with / given access to emotional support. This support should be clearly identified and communicated to staff involved. The death or serious injury of a child will have an impact on staff and needs to be acknowledged by the agency. The impact may be felt beyond the individual staff involved and extend throughout the team, organisation or workplace. The serious case review process itself provokes anxiety in many professionals.

12.8.2 The review process does not consider disciplinary action; this should be made clear to any staff involved. Disciplinary action is the responsibility of the individual agency.

12.8.3 The nature, scope and timescale of the case review should be made clear at the earliest possible stage to staff that have been involved with the case, and their line managers. It should be made clear that the serious case review process can be a long one.

- 12.8.4 It is important that all relevant staff are given an opportunity to share their views on the case. **It would, in most cases, be appropriate to interview the staff member and manager for the case separately.**
- 12.8.5 Staff members providing information about their role and actions in relation to the case should ideally be given at least 2 weeks notice of the interview, although there will be times when this is not possible. Staff members should be advised that they can bring someone to the interview to support them if they choose, although this should be a person unconnected with the case.
- 12.8.6 Agencies need to ensure staff feel the process is transparent and staff involved feel their views have been represented. Therefore it may be appropriate or useful to share the record of the interview with the staff member.
- 12.8.7 **After the Overview Report has been approved** the **Panel Member** should extract the sections of the report that directly concern individual staff and invite staff to read these extracts in conjunction with the Executive Summary and discuss them with an appropriate line manager. In order to ensure confidentiality, staff will **not** be permitted to retain these extracts, however the Executive Summary is a public document and staff may have copies.
- 12.8.8 A line manager will subsequently be required to discuss with the staff involved the implications of the review for them. This may include actions such as additional training but should also consider if the staff member requires any further emotional support.
- 12.9 Involvement of Family Members.**
- 12.9.1 The LSCB considers it vital that family members (including perpetrators and young people) are provided with the opportunity to comment on their experience of services provided. We recognise that this is their view of services and their opinion based on hindsight. The family member's view can be vital in understanding why services were not effective or what could be done to improve how they are experienced. The first Panel meeting should establish which family members should be invited to contribute. This may be via an interview or written representation.
- 12.9.2 Any additional needs that the parents / carers have that will influence their involvement should be considered in advance, such as arranging interpreters or access to venues.
- 12.9.3 Parents should be informed of the serious case review even if they are not being invited to comment. We do not need family members

consent to review files or notes related to the person, but it is good practice to inform them that we will be looking at the notes and reviewing the family's case.

12.9.4 The LSCB will work with police family liaison officers, prison probation officers and other involved professionals in order to ensure that family members are clear about the role of the serious case review.

12.9.5 Where an interview is offered the overview author will generally conduct it and the LSCB Business Manager will record it. This is to ensure accurate evidence is gathered and all key issues are covered in what can be a highly emotionally charged meeting. Transcripts of the interview will be written and added to the serious case review file held by the LSCB. The overview author will be responsible for deciding how the information provided is presented in the Overview Report.

12.9.6 The first Panel meeting will agree initials to be used to represent the family members and children. These will not be the family name initials and no family members' names will be used in the reports in order to ensure confidentiality for the family.

13. SCR Panel responsibilities for the overview report

13.1 The SCR Panel should:

- Ensure that it 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;
- Ensure that contributing organisations and individuals are satisfied that their information is fully and fairly represented in the overview report;
- Ensure that the overview report is of a high standard and is written in accordance with guidance in *Working Together to Safeguard Children 2009 (8.40)*;
- Commission and agree the content of the executive summary for publication, ensuring that it accurately represents the full SCR, includes the action plan in full and is fully anonymised apart from including the names of the SCR Panel Chair and the overview author and the job titles and employing organisations of all SCR Panel members;
- Translate recommendations into an action plan that should be signed up to by the senior manager in each of the organisations which would be involved in implementing the action plan. The plan should set out who should 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;

- Clarify to whom in which agencies or organisations the overview report and action plan should be made available to support implementation of the recommendations and learning of the lessons;
- Make arrangements to provide feedback and debriefing to the child (if surviving) and family members/carers of the subject child as appropriate, following completion of the executive summary.

13.2 Independent authors should be able to read recent LSCB SCR overview reports and action plans in order to understand recent issues and findings for the local area.

14. Recommendations and Action Plan

14.1 Working Together 2009 states ... '*Recommendations should usually be few in number, focused and specific and capable of being implemented.*

14.2 The LSCB should ensure recommendations are SMART – specific, measurable, achievable, realistic and timely. Lead officers are expected to scrutinise recommendations and ensure their agency is able to achieve them, bearing in mind any resource and/or financial implications and timescales.

14.3 Lead Officers on the SCR Panel are responsible for providing the LSCB with Action Plans in light of the recommendations in their agency's IMR. These action plans should be agreed by their senior managers and the resource implications considered. Lead Officers on the SCR sub-group are responsible for updating the action plan deriving from the overview report.

15. Approval and Distribution of Overview Report / Executive Summary

15.1 The SCR sub-group, on behalf of the LSCB, should quality assure the final SCR – that is, the IMRs, overview report, executive summary and the action plan. (WT 2009 (8.43))

15.2 The Overview Report is confidential to the LSCB and any hard copies should be stored in a locked cabinet.

15.3 The LSCB should approve the final SCR and:

- Provide an anonymised copy of the IMRs, overview report, executive summary and the individual and multi-agency action plans and chronologies to Ofsted and Government Office for London;

- Make arrangements to provide feedback and debriefing to staff and the media as appropriate;
- Publish only the executive summary (the timing of this should be decided on a case by case basis);
- Implement those actions for which the LSCB has lead responsibility and monitor timely implementation of the SCR Action Plan;
- On receipt of the evaluation letter from Ofsted, take action as necessary to amend the action plan and/or the SCR report;
- Formally conclude the review process when the action plan has been implemented and inform Government Office of this decision.

Appendix One: Terms of Reference

Template for Drawing Up Terms of Reference

The panel should consider, *in the light of each case*, the scope of the review process, and draw up clear terms of reference. It may be useful for the panel to consider each of the following, indicating where an issue is not applicable and adding additional considerations where appropriate. Supplementary questions have been included to assist this process.

1.	<p>What appear to be the most important issues to address in trying to learn from this specific case? How can the relevant information best be obtained and analysed?</p> <ul style="list-style-type: none"> • <i>What specific issues or questions does this case raise?</i> • <i>Are there any unusual factors in this case, what are they?</i> • <i>Are there similarities with previous IMRs or SCRs, what are they?</i> • <i>Are there any failings which appear obvious at this stage?</i> • <i>Do there appear to be any gaps in multi-agency working?</i>
2.	<p>Who should be appointed as the independent author for the overview report?</p> <ul style="list-style-type: none"> • <i>What specific knowledge is needed?</i> • <i>What specific skills?</i> • <i>Which Author is being proposed and why?</i> • <i>Specify in what way they are considered 'independent'</i> • <i>Will LSCB require the Author to use a particular format for their report and is a template available?</i> • <i>Specify what is expected of the Author and within what timescale.</i>
3.	<p>Are there features of the case that indicate that any part of the review process should involve, or be conducted by, a party independent of the professionals/organisations who will be required to participate in the review? Might it help the Review Panel to bring in an outside expert at any stage, to shed light on crucial aspects of the case?</p>
4.	<p>Over what time period should events be reviewed, - i.e. how far back should enquiries cover, and what is the cut-off point?</p> <ul style="list-style-type: none"> • <i>What is the relevance of selecting this time period?</i> • <i>What family history/background information will help better to understand the recent past and present?</i>
5.	<p>List all organisations known to be involved with this child and family and which services - universal/targeted/specialist.</p> <ul style="list-style-type: none"> • <i>Which organisations and professionals will be asked to contribute to this review and submit reports or otherwise contribute?</i> • <i>What action will the Board take if there is a failure to cooperate with this review?</i>
6.	<p>How should family members contribute to the review, and who should be</p>

	<p>responsible for facilitating their involvement?</p> <ul style="list-style-type: none"> • <i>Which family members will be asked to contribute and why?</i> • <i>Which family members should be considered as part of the review?</i> • <i>Who will be responsible for supporting family members involved?</i> • <i>What resources will be required to facilitate this process?</i>
7.	<p>Will the case give rise to other parallel investigations of practice – e.g. independent health investigations or multi-disciplinary suicide reviews, a homicide review where a parent has been murdered, a YJB Serious Incident Review where a child under current or recent supervision has died or attempted suicide or a Prisons and Probation Ombudsman investigation where the child has died in a custodial setting? And if so, how can a co-ordinated or jointly commissioned review process best address all the relevant questions that need to be asked, in the most economical way?</p> <ul style="list-style-type: none"> • <i>What other parallel investigations are/are likely to take place?</i> • <i>What are the arrangements for co-ordinating and liaising with those involved?</i> • <i>What problems may emerge in terms of confidentiality and sharing information and how will these be addressed?</i> • <i>What are the implications of any different or challenging timescales?</i>
8.	<p>Is there a need to involve organisations/professionals in other LSCB areas (see para 8.7), and what should be the respective roles and responsibilities of the different LSCBs with an interest?</p> <ul style="list-style-type: none"> • <i>Are there any other organisations involved with this family or any cross boundary issues which may involve other LSCBs?</i> • <i>Who will take responsibility for contacting the LSCB to negotiate, manage and co-ordinate their involvement in the SCR process?</i>
9.	<p>How should the review process take account of a Coroner's inquiry, and (if relevant) any criminal investigations or proceedings related to the case? How best to liaise with the Coroner and/or the Crown Prosecution Service?</p> <ul style="list-style-type: none"> • <i>Are timescales for Coroners/criminal or civil proceedings known and will revised timescales be likely?</i> • <i>Who will liaise with the Coroner's office?</i> • <i>Has the Coroner issues any advice and how will this be addressed in the SCR</i>
10.	<p>Who will make the link with relevant interests outside the main statutory organisations – e.g. independent professionals, independent schools, voluntary organisations?</p>
11.	<p>When should the review process start, and by what date should it be completed?</p> <ul style="list-style-type: none"> • <i>The review process should start within one month of notification and should, unless extensions are agreed with GO, conclude within 4 months from that start date]</i> • <i>What are the possibilities that these dates may change and why?</i>
12.	<p>How should any public, family and media interest be managed before, during and after the review?</p> <ul style="list-style-type: none"> • <i>Be specific, including how reports will be anonymised</i>

	<ul style="list-style-type: none"> • <i>Is there a communications/media strategy?</i> • <i>How should any FOI requests relating to this case be handled and by whom?</i>
13.	<p>Does the LSCB need to obtain independent legal advice about any aspect of the proposed review?</p> <ul style="list-style-type: none"> • <i>If Yes, give reasons</i> • <i>If No, give reasons</i>

Some of these issues may need to be revisited as the review progresses and new information emerges. The PCT should always inform its SHA of every case that becomes the subject of a serious case review.

Appendix Two: Sample Contract

Contract for Consultancy Service: Serious Case Review Independent Author

This Contract is made the _____ day of _____ 200

Between: Haringey Local Safeguarding Children Board of [insert address
]]
(Hereafter referred to as 'the LSCB')

and:of [insert address
]]
(Hereafter referred to as 'the Consultant')

Recitals

- (A) The Consultant has certain skills, knowledge and experience of use to the LSCB.
- (B) The Consultant is an independent contractor willing to provide services to the LSCB on the terms and conditions below (the 'Contract').

1. Nature of the Work

The Consultant, on behalf of the LSCB, will carry out the work set out in Schedule 1 of this Contract ('the Work'). [] [Insert letter in Schedule 1]

2. The Consultant

The Work will be carried out by the Consultant, who may not sub- contract the Work to a third party without the prior written agreement of the LSCB, such agreement to be at the absolute discretion of the LSCB.

3. Timetable

- 3.1 This Contract shall commence on and shall continue until the completion of the Work to the satisfaction of the LSCB unless terminated

earlier under clause 5.

- 3.2 The Consultant shall inform the LSCB if the Work is going to take longer than the time specified within this Contract. The Consultant shall notify the LSCB in writing not later than two weeks prior to the expected end of the Contract should it consider that an extension is necessary. The LSCB shall then determine at its absolute discretion, acting reasonably, whether or not to allow an extension.
- 3.3 Should actions taken by the LSCB result in delay to the Work, the Consultant shall inform the LSCB of the likely delay and provide an estimate of the required extension of the Contract as soon as it becomes aware of a possible delay. The LSCB shall then determine at its absolute discretion, acting reasonably, whether or not to allow an extension of time.
- 3.4 If so required in writing by the LSCB, the Consultant shall undertake additional work to be paid for by the LSCB in accordance with clause 6.4 and to be treated for all purposes under the Contract as forming part of the Work.

4. **Monitoring and Review**

The Consultant shall have in place evidence demonstrating performance to date together with action being taken to rectify underperformance ('the evidence') and shall produce the evidence to the LSCB for each period of [75 hours] work completed by the Consultant. The evidence shall enable the Consultant and the LSCB to monitor the Work and compile a report forming the basis of a review of the Work involving both the Consultant and the LSCB.

5. **Termination**

- 5.1 Without limitation the LSCB may by notice in writing immediately terminate this Contract if the Consultant shall:
 - 5.1.1 be in breach of any of the terms of this Contract which, in the case of a breach capable of remedy, shall not have been remedied by the Consultant within 21 days of receipt by the Consultant of a notice from the LSCB specifying the breach and requiring its remedy;
 - 5.1.2 be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of the Work hereunder;
 - 5.1.3 fail or refuse after [21] day's written warning to provide the Work reasonably and properly required hereunder.

6. **Fees**

- 6.1 In consideration of the provision of the Work, the LSCB shall pay the Consultant at the hourly rate detailed in Schedule 2 of this Contract in accordance with the provisions of clause 6.2 below. The amounts payable to the Consultant are exclusive of VAT and all expenses referred to in clause 7 below unless agreed otherwise in writing between the parties [but are inclusive of income tax and national insurance].

6.2 All payments to the Consultant shall be made against the Consultant's invoices within 30 days from receipt by the LSCB of such invoice. The invoices shall detail the [Consultant's self assessment tax number and tax office telephone number] / [VAT registration number of the Consultant] [DN: the latter option should be used where a Consultant has their own company to which we make payment] and the work completed and number of hours spent to which the invoice relates. Invoices shall be presented in arrears to the LSCB [for not less than [30 hours] unless with the prior written agreement of the LSCB] / [in the following sums at the completion of the following stages in the provision of the Work];

STAGE	SUM PAYABLE UPON COMPLETION]
[DN: e.g. Draft Report]	[DN: e.g. 30 hours x hourly rate]

6.3 Subject to clause 6.4, the LSCB shall in no circumstances be obliged to pay to the Consultant any monies other than those provided for in clause 6.1 above and clause 7 below [and VAT thereon where applicable].

6.4 In the event that the Consultant provides additional work under clause 3.4, the LSCB shall pay the Consultant for such additional work at a rate to be agreed in writing between the parties. Such rates shall exclude [and include] the matters referred to in clause 6.1.

6.5 Payment by the LSCB shall be without prejudice to any claims or rights which the LSCB may have against the Consultant and shall not constitute any admission by the LSCB as to the performance by the Consultant of its obligations hereunder. Prior to making any such payments, the LSCB shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Consultant.

7. Expenses

The LSCB will pay reasonable properly recorded expenses accrued in the course of carrying out Work agreed in this Contract.

8. Access to Documents

8.1 The Consultant agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to the LSCB's know-how, business plans, or finances or any information relating to the LSCB's operations where the information is received during the period of this Contract and upon termination of this Contract for whatever reason the Consultant shall deliver up to the LSCB all working papers, computer disk and tapes or other materials and copies provided to or prepared by the Consultant pursuant either to this Contract or to any previous obligation owed to the LSCB.

8.2 Notwithstanding any other provision of this Contract:

8.2.1 In relation to all personal data, which shall have the meaning given to the phrase 'personal data' by the Data Protection Act 1998 (hereinafter referred

to as DPA and as may be amended from time to time), which is acquired by or communicated to the Consultant in connection with the Work, the Consultant shall at all times comply with the DPA including without limitation as a data controller if necessary and shall ensure that any sub-consultant shall at all times comply with the DPA including without limitation as a data controller if necessary, and also shall maintain a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Work and shall ensure that any sub-consultant shall maintain a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Work;

- 8.2.2 The Consultant and any sub-consultant shall only undertake processing of personal data reasonably required in connection with the Work and shall not transfer any personal data to any country or territory outside the European Economic Area;
- 8.2.3 The Consultant shall bring into effect and maintain all technical and organizational measures to prevent unauthorized or unlawful processing of personal data and accidental loss or destruction of, damage to, personal data including but not limited to take reasonable steps to ensure the reliability of sub-consultants having access to the personal data;
- 8.2.4 The LSCB may, at reasonable intervals, request a written description of the technical and organizational methods employed by the Consultant and the sub-consultant referred to in Clause 8.2.3 and within [30] days of such a request, the Consultant shall supply written particulars of all such measures detailed to a reasonable level such that LSCB can determine whether or not, in connection with the personal data, it is compliant with the DPA;
- 8.2.5 The Consultant shall ensure that information held on behalf of the LSCB or otherwise in connection with this Contract or the Work provided hereunder is retained for disclosure and shall permit the LSCB to inspect such information from time to time;
- 8.2.6 The Consultant shall indemnify and keep indemnified the LSCB against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of Clause 8.2 by the Consultant.

8.3 All records and documents in connection with the Work shall be retained indefinitely upon the expiry or earlier termination of this Contract.

9. **Copyright**

The entire copyright in all material written by the Consultant in the course of carrying out this Work will be held by the LSCB who shall have exclusive right to publish any such material throughout the legal term of copyright.

10. **Contacts**

The LSCB contact person will be:

11. Principles

11.1 The Consultant shall conduct herself at all times considerately, respectfully and such as to enhance the image and reputation of the LSCB. In particular the Consultant shall ensure that she does not:

11.1.1 harm or expose to danger any person;

11.1.2 use abusive or insulting language or behaviour towards or in the presence of any such person or discriminate against or harass any such person by reason of or by reference to the colour, race, nationality or ethnic origin, age, sex, creed, disability or sexual orientation;

11.1.3 display any pornographic material;

11.1.4 create avoidable noise or other nuisance or disruption.

11.2 In connection with this Contract the Consultant shall not unlawfully discriminate against any disabled person contrary to Section 19 Disability Discrimination Act 1995.

11.3 The Consultant shall undertake the Work to the standard of reasonable care and skill to be expected of a consultant undertaking work similar to or the same as the Work provided by the Consultant under this Contract.

11.4 The Consultant shall not support any organisation or activity which is likely to bring the LSCB into disrepute.

11.5 Information gained as a result of carrying out the Work will be confidential.

11.6 The Consultant will act upon any legal advice provided to the LSCB in relation to the Work.

11.7 The Consultant shall not agree any further work with a member of the LSCB whilst this Contract is still in effect.

11.8 The Consultant shall not transfer, assign or sub-let the whole or any part of the Contract or the benefit thereof without the prior written approval of the LSCB.

11.9 The Consultant shall not engage in any activity during the period of this Contract and upon termination of this Contract which conflicts with or could potentially conflict with the Work ('conflict of interests'). The Consultant shall notify the LSCB immediately of a conflict of interests and shall advise the LSCB of the course of action it intends to take to prevent such a conflict arising. The Consultant shall immediately carry out such course of action upon agreement between the parties.

12. Tax and Insurance

- 12.1 The Consultant will account to the appropriate authorities for any income tax and national insurance charges arising out of any payment made to the Consultant under this Contract.
- 12.2 The Consultant agrees to indemnify the LSCB against any income tax or national insurance due by him/her, which may be levied on the LSCB by the appropriate authorities.
- 12.3 The Consultant undertakes and agrees to take out adequate insurance cover with an insurance office of repute of not less than [£5 million / £10 million public indemnity insurance and £2 million / £10 million professional indemnity insurance [to be confirmed by Council insurers]] to cover the liability accepted by it under this Contract, including without limitation in relation to defamation and negligence. The Consultant agrees to produce at the LSCB's request a copy of the insurance policy or policies and relevant renewal receipts for inspection by the LSCB.

13. **Equal Opportunities**

The Consultant agrees to abide by the City Council's equal opportunities policy and ensure the Work is carried out within this context.

14. **Health and Safety**

The Consultant shall at all times comply with all legislation relating to health and safety at work together with all relevant codes of practice or other authoritative guidance and observe and apply the provisions of the health and safety documents, systems and controls relating to the Contract and shall ensure that any sub-consultant does so;

15. **Publicity**

The Consultant agrees to partake in agreed publicity activity related to the Work undertaken. The Consultant is entitled to mention the fact that consultancy work with the LSCB has taken place in future publicity material.

16. **Status**

- 16.1 This Contract does not form the basis of an employment relationship between the LSCB and the Consultant, and the Consultant is responsible for paying their own tax and National Insurance Contributions.
- 16.2 The Consultant is not an agent of the LSCB and cannot create any obligations for it.

17. **Alteration**

This Contract shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.

18. **Force Majeure**

Neither party shall be deemed in default of its obligations under this Contract nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.

19. **Governing law / jurisdiction**

This Contract shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

20. **Notice**

Any notice to be served under this Contract shall be served upon the recipient at its address set out herein either by hand or by first class post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.

21. **Illegality**

If any provision or term of this Contract or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever (including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties to this Contract including the EC Commission and the European Court of Justice) such provision or term shall be divisible from this Contract and shall be deemed to be deleted from this Contract. If the words omitted substantially affect or alter this Contract, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Contract as may be necessary or desirable in the circumstances.

22. **Entire Agreement**

This Contract sets out the entire agreement of the parties and supersedes all prior agreements and understandings relating to its subject matter.

23. **Waiver**

No failure or delay on the part of either party hereto to exercise any right or remedy under this Contract shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

24. **Interpretation**

In this Contract the masculine shall include the feminine and vice versa.

25. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

SignedDate.....
On behalf of the LSCB

SignedDate.....
Consultant

SCHEDULE 1

The Work

[Insert letter]

SCHEDULE 2

Consultant's Hourly Rate

Appendix Three: Template for IMR

Individual members of staff should **not** be identified in the body of the report and should be represented by initials or role, eg health visitor 1. However, full details of those involved and their designation must be appended to the report. A chronology must be completed on the template shown as Appendix Four.

The checklist below is based on the LSCB requirements for Individual Management Reviews and OFSTED criteria for auditing reports and inspecting LSCB operations in relation to Serious Case Reviews.

ITEM	Y/N
<p>Basic Information</p> <ul style="list-style-type: none"> • Front page – Agency; Child Name/DOB/Ref No. • Index of Contents • Author / Reviewing Officer / Designation / Agency • Introduction / Purpose of Review • Family Composition 	
<p>Description of agency involvement with this child and family</p> <ul style="list-style-type: none"> • Comprehensive chronology • Summarise decisions reached, the services offered and/or provided to the child(ren) and family, and other action taken. 	
<p>Analysis of involvement</p> <p>Consideration of the events that occurred, the decisions made, and the actions taken or not taken.</p> <ul style="list-style-type: none"> • Identify where practice or management could be improved • Identify what went well and why • Identify what went less well and why. 	
<p>Consideration whether practitioners were sensitive to the needs of the child, knowledgeable about potential indicators of abuse or neglect, and about what to do if they had concerns about a child.</p> <p>Evidence to support conclusions.</p>	
<p>Consideration whether there were in place adequate policies and procedures for safeguarding and promoting the welfare of children.</p> <p>Evidence to support conclusions.</p>	
<p>Identify key opportunities for assessment and decision making.</p> <p>Consideration of what the agency contributed to decision-making process and whether this contribution was adequate.</p>	

<p>Analysis of whether</p> <ul style="list-style-type: none"> • Assessments and decisions appeared to have been reached in an informed and professional way • Actions accorded with assessments, recommendations and decisions made • Appropriate services were offered/provided following assessment • Relevant enquiries were made in the light of assessments <p>Evidence to support conclusions</p>	
<p>Consideration of how well agency integrated its work with the other agencies involved</p> <ul style="list-style-type: none"> • Analysis of any problems • Suggestions for improvements 	
<p>Identify, if appropriate, child protection or care plans were in place.</p> <p>Identify if child protection reviewing processes complied with.</p> <p>Identify agency contribution to plans and reviews.</p> <p>Identify what would have improved/supported its contribution.</p>	
<p>Evidence when, and in what way, were the child(ren)'s wishes and feelings ascertained and taken account of when decisions being made and how this information was recorded.</p>	
<p>Evidence agency was putting first the interests of the child.</p> <p>Identify any points at which the child's interests were lost sight of or given less prominence and what would have helped to avoid this.</p>	
<p>Discussion of how practice was sensitive to the racial, cultural, linguistic and religious identity of the child and family.</p>	
<p>Consideration of whether senior managers and / or other organisations / professionals were involved at points where they should have been.</p> <p>Identify any additional input that would have assisted agency / staff.</p>	
<p>Evidence of how far the work in this case was consistent with:</p> <ul style="list-style-type: none"> • The organisation's policy and procedures • LSCB's policy and procedures • Wider professional standards. 	
<p>Learning from this case</p> <p>Description of any lessons from this case for the way agency works.</p> <p>Identification of what, if anything, would have made a difference to this agency's contribution or practice and implications for:</p> <ul style="list-style-type: none"> • Ways of working • Training (single- and inter-agency); • Management and supervision; • Working in partnership with other organisations; • Resources <p>Identification of what can be learned from what the agency did well</p> <p>Consideration if other cases may be compromised by similar issues.</p>	

<p>Recommendation indicate:</p> <ul style="list-style-type: none">• What actions should be taken, by whom and when• The outcomes these actions should achieve• How organisation will evaluate if outcome has been achieved.	
<p>Other data (Appendices)</p> <ul style="list-style-type: none">A. Glossary of Names/Terms UsedB. Chronology (see chronology template)C. Records Reviewed / ExaminedD. Persons Seen / Interviewed / Spoken WithE. Genogram	