

Cabinet 5 January 2022	 TOWER HAMLETS
Report of: Denise Radley, Corporate Director, Health, Adults & Community	Classification: Unrestricted
Approval of the Partnership Agreement for Child Death Review Service	

Lead Member	Councillors Asma Begum, Cabinet Member for Children, Youth Services, Education and Equalities Rachel Blake, Cabinet Member for Adults, Health and Wellbeing)
Originating Officer(s)	Katie Cole, Associate Director of Public Health
Wards affected	All wards
Key Decision?	Yes
Reason for Key Decision	Significant impact on communities living or working in two or more wards
Forward Plan Notice Published	29 November 2021
Strategic Plan Priority / Outcome	<ol style="list-style-type: none"> 1. People are aspirational, independent and have equal access to opportunities. 2. A borough that our residents are proud of and love to live in. 3. A dynamic outcomes-based Council using digital innovation and partnership working to respond to the changing needs of our borough.

Executive Summary

The purpose of the report is to seek approval for London Borough of Tower Hamlets to join a Partnership Agreement for a multi-borough Child Death Review Service.

Recent changes in legislation sets out how local authorities and Clinical Commissioning Groups (CCGs) are required to come together as the Child Death Review (CDR) Partners. Under the new legislation, partners must make arrangements to review every death of a child normally resident in the local area. The CDR systems are required to encompass operational footprints with a minimum case review level of 60 cases per annum.

To achieve this larger footprint, a Child Death Review partnership will be established between Clinical Commissioning Group and the London Boroughs of Tower Hamlets, Newham, Waltham Forest and City and Hackney. The London Borough of Newham will act as a 'hub' hosting a central coordination function on behalf of the other partners. This means that the London Borough of Newham will be undertaking some statutory functions on behalf of the London Borough of Tower Hamlets in order to be compliant with the changes in legislation. This will be underpinned by a Partnership Agreement between all the partners.

The multi-borough model has been developed following consultation with all child death review partners. Cabinet approval is required to join the Partnership Agreement because LB Newham will be undertaking statutory functions on behalf of LB Tower Hamlets.

Recommendations:

The Cabinet is recommended:

1. To approve that the London Borough of Tower Hamlets joins the Child Death Review Partnership, as set out in the report under which the London Borough of Newham will undertake the relevant statutory functions on behalf of Tower Hamlets.
2. To Authorise the Director of Legal Services to approve and sign the Partnership Agreement.

1 REASONS FOR THE DECISIONS

- 1.1 To be compliant with the new legalisation set out in the Children Act 2004, as amended by the Children and Social Work Act 2017. Under the partnership agreement the London Borough of Newham will be undertaking some statutory functions on behalf of the London Borough of Tower Hamlets in order to be compliant with the changes in legislation.

2 ALTERNATIVE OPTIONS

- 2.1 The other alternative is that Tower Hamlets could join the other Child Death Review Panel in North East London which includes the London Boroughs and the CCGs of Barking and Dagenham, Havering and Redbridge.

3 DETAILS OF THE REPORT

Introduction

3.1 When a child dies, practitioners should work together in responding to that death in a sensitive and supportive manner. The aims of this response are to:

- Establish, as far as is possible, the cause of the child's death
- Identify and modifiable contributory factors
- Provide ongoing support to the family
- Learn lessons in order to reduce the risk of future child deaths and promote the health, and safety and wellbeing of other children

3.2 A robust system needs to be in place to understand why a child death has occurred and provide appropriate support to the bereaved. As a Public Health initiative, the national CDR Programme seeks to protect and improve the nation's health and wellbeing and reduce inequalities by drawing learning from individual cases to prevent child deaths where possible.

Legislation Changes

3.3 The *Children and Social Work Act (2017)*, *Working together; transitional guidance (2018)* and the subsequent *Child Death Review Statutory and Operation Guidance (updated 2019)*¹(the national Guidance) set out how local authorities and clinical commissioning groups (CCGs) are required to come together as Child Death Review (CDR) Partners. The CDR Partners must make arrangements to review each death of a child normally resident in their area and make arrangements for the analysis of information about the deaths. The Partners may also if considered appropriate, make arrangements to review a death in their area of a child not normally resident there.

3.4 The purpose of child death reviews is to identify and act on learning at the local and national level that could prevent future deaths.

3.5 The national guidance aims to standardise outputs from child death reviews as much as possible by setting out key features of a robust child death review process. This includes formal collaboration between CDR Partners to ensure that child death reviews will be undertaken at a greater scale. The CDR systems are required to encompass operational footprints with a minimum case review level of 60 cases per annum. The Guidance sets out standardised approaches to key elements in the CDR process, such as:

- Immediate decision making and notifications
- Investigating and information gathering

¹ <https://www.gov.uk/government/publications/child-death-review-statutory-and-operational-guidance-england>

- The Child Death Review Meeting (CDRM)
- The Child Death Overview Panel (CDOP)
- Family engagement and bereavement support

3.6 This change in legislation replaces the old arrangement where there were seven Child Death Overview Panels in North East London. The old system does not meet the requirements of the new legislation where an area must have 60 cases to review in a year. Barking and Dagenham, Havering and Redbridge (BHR) are proceeding to one CDR system. A formal agreement has been reached for a single CDR system across Tower Hamlets, Newham, Waltham Forest, and City and Hackney (TNW and City and Hackney). The advantage of the London Borough of Tower Hamlets being part of this CDR is the improved thematic learning to prevent child deaths, a CDR System across a larger footprint that offers an opportunity to achieve greater consistency, peer learning, streamlining of processes and better ways of working for all staff involved in these processes.

The Process

3.7 The death of a child is a devastating loss and affects bereaved parents as well as siblings, grandparents, extended family, friends and professionals who were involved in caring for the child in any capacity. Families need to understand what happened to their child and know that people will learn from what happened. The process of expertly reviewing all children's death is grounded in deep respect for the rights of children and families, with the intention of preventing future child deaths. To encompass this, the CDR Partners have developed a Standard Operating Procedure (SOP). The SOP aims to acknowledge the changes in legislation and to reflect the new way of following by:

- a) Improve the experience of bereaved families, as well as other professionals after the death of a child; and
- b) Ensure that information from the child death review process is systemically captured to enable local learning and, through the National Child Mortality Database, to identify learning at the national level, and inform changes in policy and practice.

3.8 Key elements of the requirements are that the CDR Partners must:

- a) Make arrangements to review all deaths of children normally resident in the local area (that is, TNW and City and Hackney footprint) and if they consider it appropriate for any non-resident child who has died in their area.
- b) Make arrangements for the analysis of information from all deaths reviewed. The purpose of a review and/or analysis is to identify any matters relating to the death, or deaths, that are relevant to the welfare of children in the area or to public health and safety, and to consider whether action should be taken in relation to any matters identified

- c) Inform a person or organisation where they find that the person or organisation needs to take action to avoid future child deaths. In addition, CDR partners may request information from a person or organisation for the purposes of enabling or assisting the review and/or analysis process – the person or organisation must comply with the request, and if they do not, the child review partners may take legal action to seek enforcement; and
- d) Prepare and publish reports appropriately timed and information on a) to c) above.

Partnership Arrangements

- 3.9 The London Borough of Newham (the hub) will act as the host authority and offer support services for the CDR Partners. This support will include but not limited to financial, Human Resources, Health & Safety, Legal, Governance, ICT, Estates, PR/Marketing, Information Management, Internal Audit, External audit and Procurement the costs of which shall be allocated between the Partners.
- 3.10 A legal Partnership Agreement will be in the place which all the partners will need to sign. The legal Agreement shall take effect on the Commencement Date and shall continue for the Term. This Agreement will be reviewed at the end of the Initial Period, that is the first full financial year of operation. Six months prior to the expiry of the Initial period the Partners, led by the Host Authority, shall commence a review of TNW and City and Hackney arrangements in particular the financial arrangements.
- 3.11 Each Partner will contribute financially to the staffing and running costs of the service.
- 3.12 The Host Authority shall appoint staff who shall be employees of the Host Authority and shall be responsible for providing the Services to be provided by the Host Authority on behalf of the Partners. It is agreed between the Partners that
 - a) Any contract entered into by the Host Authority will be based solely on the Host Authority's Contract Standing Orders or shall be made through some other arrangement and shall be entered into through an appropriate procurement arrangement agreed by the Partnership Board and which (if applicable) complies with the Public Contracts Regulations 2015.
 - b) The Host Authority agrees to provide Assets and procure staff and resources derived from the Financial Contributions of the Partners to carry out the functions of the Hub. The Host Authority shall provide the Services and will

be accountable to the Partnership Board and the Partners for the following:

- i. To ensure the proper discharge of the statutory functions – these functions are
 - *Child death reviews*
Under Section 24 of the Children and Social Work Act 2017 (Section 16M of the Children Act 2004)
 - *Request Information and use of enforcement powers*
Under Section 25 of the Children and Social Work Act 2017 (Section 16N of the Children Act 2004)
 - Combining child death review partner areas
Under Section 27 of the Children and Social Work Act 2017 (Section 16P of the Children Act 2004)
 - Have regard to any guidance given by the Secretary of State
Under Section 28 of the Children and Social Work Act 2017 (Section 16Q of the Children Act 2004)
- ii. To act in accordance with Best Practice
- iii. To act in accordance with the Aims, Principles and Objectives of this Agreement, and any applicable policies agreed by the Partners
- iii. To act in accordance with the Host Authority constitution including those rules relating to decision making and the procurement procedure rules (and for the avoidance of all doubt decision making and governance shall be carried out in accordance with the Host Authority's constitution except where explicit provided otherwise)
- iv. To act in accordance with all applicable law.

Partnership Board

- 3.13 The Partnership Board will be responsible for providing effective oversight of the Partnership Agreement and the hosting of the Hub.
- 3.14 The Partnership Board will meet monthly for the first 3 months following implementation, then review meeting frequency with a view to quarterly meeting thereafter.
- 3.15 The Partnership Board will be responsible for:
 - Acting as a consultative body and performing a check and challenge function to the Host Authority's performance of and proposal in relation to:
 - i. The strategic deliver of the Service
 - ii. The day-to-day operation of the Service, and
 - iii. Developments in legislation, guidance, and best practice
 - If and when the opportunity arises making proposal for service improvements and innovations to Partners and the Host Authority
 - Approving the annual budget and Financial Contributions, noting that the agreed method of establishing the annual budget and annual contribution and on the express understanding that such approval

shall be subject to each Partner's internal governance processes in relation to budgets and expenditure

- Actions relating to the Annual Plan, Quarterly Review and Annual Review
- Providing an opportunity for dialogue between Partners, Third Sector Partners and invitees
- Dispute resolution and exit arrangements
- Monitoring key performance indicators and other data
- Monitoring quality assurance

Partnership Board Governance

- 3.16 The Partnership Board shall be constituted by the appointment of one representative from each partner. Each Partner shall also appoint a substitute member to attend and vote at meetings of the Partnership Board in the absence of the appointed member. The initial members of the Partnership Board and the members' substitutes will be the local authorities and the CCGs listed above.
- 3.17 The members of the Partnership Board shall in the case of the Partners be officers acting under their delegated authority who shall be suitably qualified and experienced to act as members of a supervisory board for the Service and who shall be the appropriate standing and sonority. (In the case of the London Borough of Tower Hamlets, this will be the responsibility of the Associate Director of Public Health for Children and Families and a suitably deputy from within this portfolio of work.
- 3.18 A meeting of the Partnership Board shall be quorate with the attendance of 50% of the members who are entitled to vote at such meetings.
- 3.19 The Partnership Board shall meet as regularly as is necessary in order to perform its role in relation to the Service but in any event no less than once per quarter. The Host Authority shall give the Partners at least ten (10) Working Days written notice in advance of any meeting of the Partnership Board. Such notice includes an agenda for the issues to be discussed and any decisions or actions to be considered at such meetings. The 10 Working Days' notice period may be waived if all Partners agree, or the matter is urgent (in reasonable opinion of the Host Authority).
- 3.20 Minutes shall be taken at each meeting in the form of actions and decisions agreed. Minutes shall be presented to the next meeting of the Partnership Board for its agreement.

Financial Protocol

- 3.21 The following principles will apply:
- Local Authority Partners will fund the Hub
 - The CCG Partners shall fund the Acute and Community provider trusts' contribute to TNW and City and Hackney CDR System; including

- a) A designated Doctor for child death in each hospital and community health service.
- b) A designated Nurse for child each in each hospital
- c) Day-to-day support for TNW and City and Hackney CDR process from hospital staff; including Safeguarding Doctor and nurse teams and the Bereavement Midwives and
- d) Activity in compliance with the TNW and City and Hackney CDR System SOP in respect of cases where the child who has died is normally outside of the TNW and City and Hackney footprint.

3.22 The Host Authority will provide the financial administration accounting system and appropriate associated support for TNW and City and Hackney. This shall be performed in accordance with the Host Authority's Financial Regulations. Subject to the statutory role of each Local Authority Partner's section 151 Officer in relation to their council, the Host Authority shall provide the services of its Chief Financial Officer/section 151 officer to the HUB.

3.23 Each Party will contribute its Financial Contribution commencing on the Commencement Date or on a pro-rata basis in the event of a delay. The Host Authority shall not inherit any debt or liability incurred by any of the Partners prior to the Commencement Date.

3.24 The London Borough of Tower Hamlets' contribution to the Hub will be £36,052 annually, of which the CCG will pay £25,500 leaving £9,552 for the borough to pay.

4 EQUALITIES IMPLICATIONS

4.1 An equalities impact assessment has not been undertaken, as the new legislation requires the death of every child normally resident in the local authority area to be reviewed. Any equalities implications will be picked up in the review.

5 OTHER STATUTORY IMPLICATIONS

5.1 This section of the report is used to highlight further specific statutory implications that are either not covered in the main body of the report or are required to be highlighted to ensure decision makers give them proper consideration. Examples of other implications may be:

- Best Value Implications
N/A
- Consultations,
The London Boroughs and the CCGs of Waltham Forest, Newham, City and Hackney, Barts health NSH Trust and Homerton University Hospital NHS Foundation Trust set up a System Transition Group which was charged with seeking views from respective organisations on how to develop the CDR arrangements. This group worked with an

independent consultant from Chanon Consulting, to develop the CDR System Plan. The Plan outlined an agreed approach which enabled Partners to publish their arrangements by the required date.

- Environmental (including air quality),
N/A
- Risk Management
Risk Management will be the responsibility of the London Borough of Newham, who are responsible for the hub. Any specific risks or actions which arise will be reported to the Partnership Board.
- Crime Reduction,
N/A
- Safeguarding
The Partnership will be following the safeguarding rules of the hub, that is the London Brough of Newham.
- Data Protection / Privacy Impact Assessment.
The Host Authority shall (and shall procure that any staff of the Hub involved in the provision of the Services) comply with the Data Protection Legislation and all Partners will duly observe all their obligations under Data Protection Legislation, which arise in connections with this agreement.
The Partners acknowledge that for the purposes of the Data Protection Legislation, they are Joint Controllers. The Recipient is responsible for determining the purposes for which and manner in which it will process the Personal Date after receipt from the Disclosing Party. Accordingly, the Recipient acknowledges that it will be acting as a Controller in respect of the Personal Data and will be responsible for compliance with Data Protections Legislation in respect of Personal data.

6 COMMENTS OF THE CHIEF FINANCE OFFICER

- 6.1 The annual cost to the Local Authority will be £36,052 annually, of which the CCG will pay £25,500, leaving £9,552 for the council to pay. This will need to be funded within existing resources.
- 6.2 The legal partnership agreement will have to consider any increases in costs by the host in future years, and therefore increases in contributions from partners, which will also be required to be funded within existing resources.

7 COMMENTS OF LEGAL SERVICES

- 7.1 Sections 16M to 16Q set out the requirements on local authorities and Clinical Commissioning Groups (the 'child death review partners') to provide reviews of each death of a child in their area. Section 16P permits the child death review partners for one or more local authority areas to combine for the purposes of providing these reviews. Statutory guidance, Working Together

to Safeguard Children (July 2018), states that the geographical area of child death review partners should cover a population such that they typically review at least 60 child deaths a year.

Linked Reports, Appendices and Background Documents

Linked Report

- None.

Appendices

- None.

Background Documents – Local Authorities (Executive Arrangements)(Access to Information)(England) Regulations 2012

- None.

Officer contact details for documents:

N/A