

MANCHESTER CHILD DEATH OVERVIEW PANEL (CDOP) LAY REPRESENTATIVE

Job Description, Person Specification &
Confidentiality Agreement



Manchester Safeguarding
Partnership

1. The Child Death Overview Panel (CDOP)

In line with the [Child Death Review Statutory and Operational Guidance \(England\)](#), the Child Death Overview Panel (CDOP) has legal responsibility to ensure that the deaths of children normally resident in their area and, if they consider it appropriate, for any non-resident child who has died in their area, are reviewed. The responsibility for ensuring child death reviews are carried out is held by 'child death review partners,' who, in relation to a local authority area in England, are defined as the local authority for that area and any clinical commissioning groups operating in the local authority area.

The purpose of the CDOP 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. If the CDOP find action should be taken by a person or organisation, the CDOP must inform them.

In addition, CDOPs:

- must prepare and publish reports on:
 - what they have done as a result of the child death review arrangements in their area, and
 - how effective the arrangements have been in practice;
- 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 death review partners may take legal action to seek enforcement
- may make payments directly towards expenditure incurred in connection with arrangements made for child death reviews or analysis of information about deaths reviewed, or by contributing to a fund out of which payments may be made; and may provide staff, goods, services, accommodation or other resources to any person for purposes connected with the child death review or analysis process.

The functions of CDOP include:

- to collect and collate information about each child death, seeking relevant information from professionals and, where appropriate, family members;
- to analyse the information obtained, including the report from the CDRM, in order to confirm or clarify the cause of death, to determine any contributory factors, and to identify learning arising from the child death review process that may prevent future child deaths;
- to make recommendations to all relevant organisations where actions have been identified which may prevent future child deaths or promote the health, safety and wellbeing of children;
- to notify the Child Safeguarding Practice Review Panel and local Safeguarding Partners when it suspects that a child may have been abused or neglected;
- to notify the Medical Examiner (once introduced) and the doctor who certified the cause of death, if it identifies any errors or deficiencies in an individual child's registered cause of death. Any correction to the child's cause of death would only be made following an application for a formal correction;
- to provide specified data to NHS Digital and then, once established, to the National Child Mortality Database;
- to produce an annual report for CDR partners on local patterns and trends in child deaths, any lessons learnt and actions taken, and the effectiveness of the wider child death review process; and
- to contribute to local, regional and national initiatives to improve learning from child death reviews, including, where appropriate, approved research carried out within the requirements of data protection.

The CDOP is a multi-professional panel whose core membership include senior representatives from the following agencies or roles:

- public health;
- Designated Doctor for child deaths (and a hospital clinician if the Designated Doctor is a community doctor or vice versa);
- social services;
- police;
- safeguarding (designated doctor or nurse);
- primary care (GP or health visitor);
- nursing and/or midwifery;
- **lay representation**; and
- additional professionals should be considered on a case-by-case basis, for example from: coroner's office, education, housing, council services, health and wellbeing board, ambulance services, or hospices.

2. Purpose of the Role

The lay representative will:

- provide additional expertise, for example, through previous professional involvement with children and families, experience of local context and services or involvement with a voluntary sector organisation; and
- be independent of statutory agencies.

3. Job Description

The main duties are:

- to ensure that you have read all relevant material and case details in advance of the panel meeting (information is sent via email one week prior to the CDOP)
- attend and contribute to the CDOP meetings, held on a quarterly basis
- using the CDOP Analysis Form template, assist in highlighting any risk factors, modifiable factors, lessons learnt and emerging themes to decide upon any local and national action(s) to be taken.

4. Person Specification

The lay representative will:

- have an interest in the safety of children in Manchester
- declare any conflicts of interest at the outset of each meeting
- have an ability to communicate effectively within meetings and the confidence to ask questions and challenge professionals in a constructive manner
- have a commitment to improving outcomes for children and young people
- demonstrate an understanding of the handling of sensitive and confidential data

5. Recruitment & Selection

The lay representative will be appointed subject to statutory checks including a DBS (Disclosure & Barring Service) disclosure. Successful applicants will be asked to sign a confidentiality agreement before taking up the role (see below).

6. Induction, Training & Support

The appointed lay representative will be entitled to a process of induction which will involve a basic briefing on the function of the CDOP and the duties of panel members. This will include:

- receiving a copy of the CDOP Annual Report
- a meeting with the CDOP Co-ordinator and CDOP Chair
- observing a CDOP prior to becoming a member and
- access to the Manchester Safeguarding Boards training (eLearning and face to face)

7. Fees & Expenses

The role is a voluntary position, although travel expenses can be negotiated.

8. CDOP Lay Representative Confidentiality Agreement

Scope of the Agreement

In your role as a lay representative of the Manchester CDOP, you will have access to sensitive personal and business information. This information may be held in electronic format, paper or similar hard copy and may be spoken in meetings, face to face or telephone conversations which is of a confidential nature.

The information held by the CDOP and its agencies is subject to the common law duty of confidentiality (i.e. where you are trusted with potentially sensitive information in confidence and are obliged not to disclose the information without permission from the CDOP). You are also bound by the Data Protection Act 1998 which provides for the protection of personal information.

For the purposes of this agreement, all information is considered to be **private and confidential** information, unless specifically stated otherwise.

Conditions of the Agreement

In consideration of the CDOP providing you with information you are required to accept and comply with the following terms and conditions:

1. You will maintain the confidential information in the strictest confidence and will not divulge any of the confidential information to any third party without the prior written permission of the CDOP.
2. You will not under any circumstances speak to the media. All such communications will be made directly through the CDOP.
3. You will not make use of the confidential information in connection with any similar activity undertaken by you or on your behalf.
4. You acknowledge the CDOPs proprietary rights in the confidential information and that disclosure of confidential information shall not be deemed to confer upon you any rights whatsoever in respect of any part thereof.
5. You will not take copies of any document or other material embodying any of the confidential information without the prior written agreement of the Chair of the CDOP.
6. You will store and dispose of any reports or other papers. Documentation in electronic format or otherwise, should be store securely at all times
7. You will confirm to CDOP in writing, at any time on request, that you have complied with the provisions and shall provide a statutory declaration to the effect that no confidential

information has been used or disclosed to any third party by you or on your behalf in breach of the terms of this agreement.

N.B Failure to comply with the provisions will result in the immediate termination of your engagement as lay representative and could result in civil or criminal proceedings.

You acknowledge that you are aware and have been advised that:

1. The CDOP does not accept responsibility or liability for or make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the confidential information.
2. The provisions of this agreement shall continue beyond the term of your involvement as lay representative to the CDOP.
3. The confidential information is highly sensitive, whereby disclosure may cause irreparable damage to the CDOP, agencies or individuals.
4. Nothing in this agreement shall be construed to grant you any license or rights in respect of the confidential information or in connection with the CDOP.
5. The restrictions on use or disclosure of the 'confidential information' will NOT apply to any information, which is already in the public domain (provided that this has not happened because of a breach of this agreement or any other duty of confidentiality).

Duty of Care

If during the course of your appointment as a lay representative to the CDOP you become aware of information about a child, young person or family, or service which causes you concern, you must discuss your concerns with the CDOP Chair.

Review

The forgoing constitutes the entire agreement between you and the CDOP with respect to confidential information. The terms of this agreement can only be changed by a written document, agreed by the CDOP and signed by you. If at any time any provision of this agreement is found to be illegal, unenforceable or invalid in whole or in part, then the remaining portions of the agreement will continue to be binding and in full force and effect.

Consent

Please indicate your acceptance by signing below:

I refer to the provisions of the agreement and hereby confirm my agreement to the terms thereof:

Name:	
Date:	
Signature:	