



Gloucestershire Domestic Homicide Review (DHR) Protocol 2019

APPENDICES

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Up to date documents will be held by the County Domestic Abuse and Sexual Violence Strategic Coordinator and Office for the Police and Crime Commissioner.

APPENDIX 1: DHR Checklist

DHR: (Add District)			
Date of Death		Date Notification received by CSP	
Location/Address of homicide			
Case Details			
Victim Details			
Name		Date of birth	
Last known address/any other known addresses			
Tenancy		Nationality	
Sex		Ethnicity	
Sexuality		Faith	
Disability (please state)		First language	
Immigration status		Other information	
Victims Children			
Name/DOB 1.		Name/DOB 2.	
Address		Address	
Sex		Sex	
Perpetrator biological child Y/N		Perpetrator biological child Y/N	
Disability		Disability	
Ethnicity		Ethnicity	
Faith		Faith	
Add further rows if required for more children			
Alleged Perpetrator Details			
Name		Date of birth	
Last known address/any other known addresses			
Tenancy		Nationality	
Sex		Ethnicity	
Sexuality		Faith	
Disability (please state)		First language	
Immigration status		Other information	
Alleged Perpetrator s Children (if different)			
Name/DOB 1.		Name/DOB 2.	
Address		Address	
Sex		Sex	
Perpetrator biological child Y/N		Perpetrator biological child Y/N	
Disability		Disability	
Ethnicity		Ethnicity	
Faith		Faith	
Add further rows if required for more children			

CSP Actions			
Identified administrator and contact details			
Date agencies informed of potential DHR and asked to freeze records and provide key contact information			
If required, agencies asked to attend expert panel to support CSP decision making		Date of expert Panel	
Parallel/joint review considerations			
Criminal Justice/trial details		IOPC	
SAR		SCR	
Mental Health Review		Other	
Coroner Details			
If required, CSP to work on joint review process			
CSP decision making and actions			
Date decision made by CSP to conduct DHR		Date Home Office informed of decision	
Date Independent Chair Commissioned		Contact details for independent chair	
Date agencies informed of decision to conduct DHR and introduce chair		Administrator details for DHR (if different to CSP support)	
Date contact made with Family Liaison Officer (FLO) to agree approach to informing family		Contact details for FLO	
Date family provided with DHR letter		Contact details for AAFDA advocate	
DHR Process			
Date of first panel meeting		Dates of further panel meetings	
Date overview report agreed by DHR panel		Date family provided with draft overview report	
Date Overview report agreed by CSP		Date submitted to Home Office	
Publication			
Date Home Office feedback received		If required, date of reconvened panel to discuss home office feedback and agree	
Date of media/publication meeting		Publication date	
CSP to monitor action plan until completion			

APPENDIX 2: Domestic Abuse Definition

Gloucestershire operates under the cross-government national definition of domestic abuse (2013):

Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members, regardless of gender or sexuality.

This can encompass, but is not limited to, the following types of abuse:

- Psychological
- Physical
- Sexual
- Financial/Economic
- Emotional

Controlling behaviour is: a range of acts designed to make a person subordinate and/or dependant by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.

Coercive behaviour is: an act or pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish, or frighten their victims.

This definition, which is not a legal definition, includes so called 'honour' based violence, female genital mutilation and forced marriage, and is clear that victims are not confined to one gender or ethnic group.

APPENDIX 3: Summary of the role of CSPs

The DHR Statutory Guidance sets out the role of the CSP in establishing DHRs and can be found here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/575273/DHR-Statutory-Guidance-161206.pdf

Note: all processes for the CSP are locally supported by the County DASV Strategic Coordinator

In summary the guidance details that role of CSPs are as follows:

- Overall responsibility for establishing a DHR sits with the local CSP; the police, upon knowledge of a death that meets the criteria for a DHR will write to the chair of the relevant CSP to inform them that a case requires their consideration. Locally, this will be to either Safer Gloucestershire (Including the district) or Cheltenham CSP.
- The chair of the relevant CSP is the person responsible for establishing whether a death is to be subject to a DHR by giving consideration to the definition set out in the guidance. This decision should be taken in consultation with local partners and DA experts in the county. Often the CSP chair will look to arrange an expert panel meeting with key agencies to agree if the case meets the definition for a DHR.
- At this stage, consideration should be given as to whether the case may meet the criteria for other review processes, such as Serious Case Reviews or Safeguarding Adult Reviews. In these instances, the CSP must consider how these processes can work in parallel/jointly.
- Once a decision has been made as to whether a DHR is to be established, the Home Office are to be informed by the relevant CSP in writing via email: DHRENQUIRIES@homeoffice.gsi.gov.uk (This includes informing the Home Office of a decision not to conduct a DHR. They will review this decision and either agree with the local decision, or instruct that a DHR is established).
- The relevant CSP should then inform the victim's family, in writing, of its decision.
- Once it is agreed that a DHR is to be established, the relevant CSP is then responsible for appointing an independent DHR chair and author.
- Once a chair/author is in place, the relevant CSP will work with them to establish a DHR review panel and draft Terms of Reference for the review.
- Once the review is underway, the relevant CSP will be responsible for holding the chair and panel to account in relation to timeliness and quality of the review and ensuring that all agencies are participating in the way they ought to.
- The relevant CSP must also ensure that the chair and panel have involved the family in the review process. The family are also to be offered specialist advocacy support during the review.
- Once the review is finalised the relevant CSP is responsible for:
 - Agreeing the content of the report and action plan

- Make arrangements to provide feedback and debriefing to staff, family members and the media as appropriate.
 - Sign off the report and action plan (with any suggested changes to be agreed by the chair/author and panel)
 - Complete the form on page 41 of the guidance
 - Submit the report to the Home Office for quality assurance.
- Once feedback is received from the Home Office, the relevant CSP is responsible for:
 - Publication of the report; ensuring involvement of key partners and family to agree suitable approach and dates
 - Provide a copy of the report to the family
 - Provide a copy of the reports to OPCC and senior members of each involved agency
 - Notify the Home Office of publication
 - Monitor the implementation of the actions set out in the action plan
 - Sharing learning from the review widely
 - Formally conclude the review when the action plan has been implemented and include and audit process

APPENDIX 4: Key Contacts for CSP

County Domestic Abuse and Sexual Violence (DASV) Strategic Coordinator:

Sophie Jarrett

Sophie.Jarrett@gloucestershire.pnn.police.uk / Tel: 01452 753295

Office for the Police and Crime Commissioner (OPCC):

Richard Bradley

Richard.Bradley@gloucestershire.pnn.police.uk / Tel: 01452 752201

OPCC Media/Communications:

Graham Gardner

Graham.Gardner@gloucestershire.pnn.police.uk / Tel: 01452 752432

Safer Gloucestershire:

Chair: Chris Brierley

Chris.Brierley@gloucestershire.pnn.police.uk / Tel: 01452 752226

Ali.Wilde@gloucestershire.pnn.police.uk / Tel: 01452 752227

Deputy Chair: Sarah Scott

Sarah.L.Scott@gloucestershire.gov.uk

Gloucester City Council:

Anne Brinkhoff

anne.brinkhoff@gloucester.gov.uk

Cheltenham Borough Council:

Pat Pratley

Pat.Pratley@cheltenham.gov.uk

Tewksbury Borough Council:

Peter Tonge

Peter.Tonge@tewkesbury.gcsx.gov.uk

Stroud District Council:

Mike Hammond

mike.hammond@stroud.gov.uk

Forest of Dean District Council/ Cotswold District Council:

Andy Barge

Andy.Barge@publicagroup.uk

APPENDIX 5: Template DHR Notification Letter

OFFICIAL-SENSITIVE

Dear XX,

FAO XX Community Safety Partnership/Safer Gloucestershire

I am writing to formally notify you of a death which requires your consideration for the conduct of a Domestic Homicide Review (DHR) under the statutory guidance issued by the Home Office in April 2011 (and refreshed December 2016).

This notification follows an initial verbal notification from XX, on XX, with XX of CSP/Safer Gloucestershire.

The information known at this time;

Summary of incident including date, time and address. Include victims name, date of birth and address, and details of alleged perpetrator.

Note any details that may indicate parallel/joint review process may apply, such as, mental health, care and support needs or victim aged 16 etc.

Domestic Homicide Reviews (DHRs) were established on a statutory basis under Section 9 of the Domestic Violence, Crime and Victims Act (2004). This provision came into force on 13th April 2011. The guidance stipulates that when a case meets the criteria for a DHR, the relevant police force should inform the Community Safety Partnership (CSP) in writing of the incident. Overall responsibility for establishing a review should rest with the local CSP.

In order to assist and support you in this process it is my suggestion that the County's Strategic Domestic Abuse and Sexual Violence Co-ordinator, XX, meets with you and your Community Safety lead, to discuss and support with the DHR process.

Yours sincerely

APPENDIX 6: Template letter to inform agencies of the potential DHR

OFFICIAL-SENSITIVE

Dear Colleague,

Domestic Homicide Reviews (DHRs) were established on a statutory basis under Section 9 of the Domestic Violence, Crime and Victims Act (2004). This provision came into force on 13th April 2011. The purpose of a DHR is to establish lessons which can be learned from the domestic homicide in order to prevent similar deaths and improve service response to all victims of domestic abuse.

Locally, **Safer Gloucestershire/Cheltenham Borough Council**, is responsible for determining if a death meets the criteria for a DHR, and where necessary establish a full review with a commissioned independent chair. The DHR will consist of a multi-agency review panel led by the independent chair.

Sadly, **Safer Gloucestershire/Cheltenham Borough Council**, has been made aware of a death that requires consideration for a DHR. I am therefore writing to you as a key local partner agency **to make you aware of the potential DHR and what action is required of you and/or ask for your assistance in determining whether a review should take place.**

The below provides a summary of action required at this stage:

1. Establish whether your organisation has any record of contact with the following individuals and/or address:

Victim name/DOB/address
Alleged perpetrator name/DOB/address
Children's name(s)/DOB/Address
Address of homicide/death (if different to above)
2. Secure and preserve any records immediately
3. Respond to **Administrator/Administrator contact details (inc. secure email)** stating:
 - a. Whether you have records of contact with involved parties or indeed have no records.
 - b. Provide contact details of a Single Point of Contact (SPOC) for future correspondence.
4. **Attend an expert panel meeting on XX to support the decision making process regarding whether the criteria to conduct a DHR has been met or not. Please bring a summary of your contact with involved parties to the meeting, including knowledge of any history of domestic abuse.**

There is a strict legislative timescale for this process, therefore, I would appreciate a response no later than XX.

Information submitted will be treated as OFFICIAL-SENSITIVE and only used at this stage to support decision making for a DHR to be established and to determine those agencies that may need to be invited to attend any future DHR panel meetings.

Following your information submission, **Safer Gloucestershire/Cheltenham Borough Council**, will make a decision on whether to establish a DHR and you will be updated on any progress or decision making.

If you have any queries regarding the DHR process, please contact the County Domestic Abuse and Sexual Violence Strategic Coordinator on XX.

Many thanks for your assistance in this matter

Yours Sincerely,

APPENDIX 7: Template letter to inform agencies of the confirmed DHR and commissioned chair

OFFICIAL-SENSITIVE

Dear Colleague,

Following our initial letter on **XX** notifying you of a potential Domestic Homicide Review (DHR), I can now confirm that **Safer Gloucestershire/Cheltenham Borough Council**, has made a decision to **conduct/not conduct** a DHR into the death of **Victim name/DOB/address**.

Letter template continues with details of decision to conduct a DHR

The review has been commissioned by **Safer Gloucestershire/Cheltenham Borough Council** and I am writing to introduce the independent chair:

Provide chair name and secure contact details.

The administrator for the review will be: Provide name and secure contact details.

As you will be aware, establishing a DHR panel is now required, and you have been suggested as a panel representative, or as someone who can allocate responsibility to another high level staff member, by **XX**.

We request your agencies attendance at the first panel meeting for this review on:

DATE:

TIME:

VENUE:

A calendar invite will be sent to you or the person you nominate.

The case details are attached (**Case details can be provided in table format, utilising 'case details' section of Appendix 1: DHR Checklist**).

It is critical to the effectiveness of the DHR that the correct management representatives attend from your agency. Your agency representative must have knowledge of the matter, the influence to obtain material efficiently and can comment on the analysis of evidence and recommendations that emerge; with the ability to make decisions on recommendations on behalf your organisation.

In order for information on the DHR to be shared securely, please provide the **DHR Administrator** with a secure email address. Documents will also be password protected.

I have attached the local DHR protocol for your information.

For the 1st panel meeting, the Independent Chair of the Review will require agencies to present a brief summary of involvement with the parties involved to inform the scope of the review.

At the 1st panel meeting, the chair and Review Panel will decide who needs to complete chronologies and an Individual Management Report (IMR). An IMR will require detailed analysis of your involvement with those subject to the review.

Following the 1st panel meeting, if required, please also provide the **DHR Administrator** with the details of the individual who will author the IMR (if different from the Panel representative) and ensure they are aware that they will be requested to attend a future panel meeting to present their IMR.

If you have any queries regarding the DHR process, please contact the County Domestic Abuse and Sexual Violence Strategic Coordinator on **XX**.

Thank you in advance for your assistance, support and time.

Yours Sincerely,

Template contract for a Domestic Homicide Review Independent Chair / Author



May 2018

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Contract for Consultancy Service:

Domestic Homicide Review Independent Chair / Author

This Contract is made the _____ day of _____ 20

Between: Insert CSP name of **insert address**

(Hereafter referred to as 'the CSP')

and: **Insert name** of **insert address**

(Hereafter referred to as 'the Consultant')

(the 'parties')

Recitals

(A) The Consultant has certain skills, knowledge and experience of use to the CSP.

(B) The Consultant is an independent contractor willing to provide services to the CSP on the terms and conditions below (the 'Contract').

1. Nature of the Work

The Consultant, on behalf of the CSP, will carry out the work set out in Schedule 1 of this Contract ('the Work').

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 CSP, such agreement to be at the absolute discretion of the CSP.

Timetable

1.1 This Contract shall commence on **date** and shall continue until the completion of the Work to the satisfaction of the CSP unless terminated earlier under clause 5.

1.2 The Consultant shall inform the CSP if the Work is going to take longer than the time specified within this Contract. The Consultant shall notify the CSP in writing not later than two weeks prior to the expected end of the Contract should it consider that an extension is necessary. The CSP shall then determine at its absolute discretion, acting reasonably, whether or not to allow an extension.

- 1.3 Should actions taken by the CSP result in delay to the Work, the Consultant shall inform the CSP 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 CSP shall then determine at its absolute discretion, acting reasonably, whether or not to allow an extension of time.
- 1.4 If so required in writing by the CSP, the Consultant shall undertake additional work to be paid for by the CSP in accordance with clause 6.4 and to be treated for all purposes under the Contract as forming part of the Work.

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 CSP for each period of **insert time period – suggested 75 hours i.e. 10 full days** of work completed by the Consultant. The evidence shall enable the Consultant and the CSP to monitor the Work and compile a report forming the basis of a review of the Work involving both the Consultant and the CSP.

Termination

- 1.5 Without limitation the CSP may by notice in writing immediately terminate this Contract if the Consultant shall:
 - 1.5.1 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 CSP specifying the breach and requiring its remedy;
 - 1.5.2 be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of the Work hereunder;
 - 1.5.3 fail or refuse after 21 day's written warning to provide the Work reasonably and properly required hereunder.

Fees

- 1.6 In consideration of the provision of the Work, the CSP shall pay the Consultant at the **hourly rate/flat 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 (delete if not applicable)**.
- 1.7 All payments to the Consultant shall be made against the Consultant's invoices within 30 days from receipt by the CSP of such invoice. The invoices shall detail the **Consultant's self-assessment tax number and tax office telephone number (if self-employed – delete if not applicable) / VAT registration number of the Consultant (if they have their own company to which we make payment – delete if not applicable)** and the work completed and number of hours spent to which the invoice relates. Invoices shall be

presented in arrears to the CSP for not less than 30 hours unless with the prior written agreement of the CSP / in the following sums at the completion of the following stages in the provision of the Work:

STAGE	SUM PAYABLE UPON COMPLETION
e.g. Draft Report	e.g. 30 hours x hourly rate = £

- 1.8 Subject to clause 6.4, the CSP 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.
- 1.9 In the event that the Consultant provides additional work under clause 3.4, the CSP 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.
- 1.10 Payment by the CSP shall be without prejudice to any claims or rights which the CSP may have against the Consultant and shall not constitute any admission by the CSP as to the performance by the Consultant of its obligations hereunder. Prior to making any such payments, the CSP shall be entitled to make deductions or deferrals in respect of any disputes or claims whatsoever with or against the Consultant.

Expenses

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

Access to Documents

- 1.11 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 CSP’s know-how, business plans, or finances or any information relating to the CSP’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 CSP 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 CSP.
- 1.12 Notwithstanding any other provision of this Contract:
- 1.12.1 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;

- 1.12.2 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;
- 1.12.3 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;
- 1.12.4 the CSP 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 CSP can determine whether or not, in connection with the personal data, it is compliant with the DPA;
- 1.12.5 the Consultant shall ensure that information held on behalf of the CSP or otherwise in connection with this Contract or the Work provided hereunder is retained for disclosure and shall permit the CSP to inspect such information from time to time;
- 1.12.6 the Consultant shall indemnify and keep indemnified the CSP 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.
- 1.13 All records and documents in connection with the Work shall be retained indefinitely upon the expiry or earlier termination of this Contract.

Copyright

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

Contacts

The CSP contact person will be **insert name and details**

Principles

- 1.14 the Consultant shall conduct herself at all times considerately, respectfully and such as to enhance the image and reputation of the CSP. In particular the Consultant shall ensure that she does not:
 - 1.14.1 harm or expose to danger any person;
 - 1.14.2 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;
 - 1.14.3 display any pornographic material;
 - 1.14.4 create avoidable noise or other nuisance or disruption.
- 1.15 In connection with this Contract the Consultant shall not unlawfully discriminate against any disabled person contrary to Section 19 Disability Discrimination Act 1995.
- 1.16 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.
- 1.17 the Consultant shall not support any organisation or activity which is likely to bring the CSP into disrepute.
- 1.18 information gained as a result of carrying out the Work will be confidential.
- 1.19 the Consultant will act upon any legal advice provided to the CSP in relation to the Work.
- 1.20 the Consultant shall not agree any further work with a member of the CSP whilst this Contract is still in effect.
- 1.21 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 CSP.
- 1.22 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 CSP immediately of a conflict of interests and shall advise the CSP 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.

Tax and Insurance

- 1.23 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.
- 1.24 the Consultant agrees to indemnify the CSP against any income tax or national insurance due by him/her, which may be levied on the CSP by the appropriate authorities.
- 1.25 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 (check level with 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 CSP's request a copy of the insurance policy or policies and relevant renewal receipts for inspection by the CSP.

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.

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;

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 CSP has taken place in future publicity material.

Status

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

Alteration

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

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.

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.

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.

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.

Entire Agreement

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

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.

Interpretation

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

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.

Signed

.....Date.....

On behalf of the CSP

Signed

.....Date.....

Consultant

SCHEDULE 1

The Work

Insert a schedule of work, setting out stages of work and how long each is expected to take e.g.:

Activity	Time allowed
Stage 1: Information gathering	
a. IMR briefing meeting	
b. IMR reading time and feedback	
c. Review Panel meeting(s) – IMR discussion	
d. Undertake contact with family and friends as appropriate	
Stage 2: Authoring overview report	
a. Draft overview report	
b. Review Panel meetings(s) – overview report discussion	
c. Re-drafting and producing Executive Summary	
d. Pre-publication briefings e.g. family and friends, CSP	
e. Post-publication briefings e.g. media	
Up to a total of	

SCHEDULE 2

Consultant's Hourly Rate

Insert consultant's hourly rate(s)

APPENDIX 9: Importance of family involvement (Summary)

Section 6 of the Home Office Multi-agency Statutory Guidance for the Conduct of Domestic Homicide Reviews provides full details of family involvement in the DHR:

<https://www.gov.uk/government/publications/revised-statutory-guidance-for-the-conduct-of-domestic-homicide-reviews>

The statutory guidance sets out that the review panel must recognise that the quality and accuracy of the DHR is likely to be enhanced through the involvement of family, friends and where possible the wider community. As such, families should be given the opportunity to be integral to the review and be treated as a key stakeholder.

The involvement of families, friends and others is both necessary and complex. Participation in the DHR is voluntary, but the DHR chair and review panel should set out at the start of the review a clear route of communication with families to ensure they are included and updated on the progress of the review. It is also imperative that those families who wish to participate in the review are offered specialist advocacy in order to support them throughout the review process and enabling them to contribute fully.

The Home Office outlines the benefits of involving family, friends and others in the DHR:

- Assisting the victim's family with the healing process.
- Giving families the opportunity to meet the review panel if they wish and be given the opportunity to influence the scope of the review, content and impact. Their contributions must be given the same status as any other contribution. Participation of the family also humanises the victim and helps to focus on their perspective rather than just agency views.
- Helping families satisfy the often expressed need to contribute to the prevention of other domestic homicides.
- Enabling families to inform the review, allowing the panel to get a more complete view of the lives of the victim/perpetrator. This approach can help the panel understand the choices made by the victim/perpetrator.
- Obtaining relevant information held by family members, friends, colleagues etc. which is not recorded in official records; they may reveal different information to that set out in official witness statements/evidence in court. It is key that the review panel be aware of the risk of ascribing a 'hierarchy of testimony' regarding the weight they give to the statutory sector, voluntary sector and family contributions.
- Revealing different perspectives of the case, enabling agencies to improve service design and processes.
- Enabling families to choose, if they wish, a suitable pseudonym for the victim to be used in the report.

Engaging with the perpetrators family should also be considered by the chair and review panel where suitable.

The review panel should also look wider than family members and consider the social networks of the victim, making contact where appropriate with friends, colleagues, employers and other community members to offer them the opportunity to contribute to the review.

APPENDIX 10: Template letter to family members

OFFICIAL-SENSITIVE

Dear **Name of family member** or family member of **Victim Name**,

Firstly, I would like to express my deepest sympathy for your loss and I am sorry to intrude on your grief.

The reason I am writing is because we are required by law to consider the circumstances of a death when it occurs **at the hands of someone with whom the victim had an intimate relationship/or where their death may have been linked to their experiences of domestic abuse**. This process is known as a Domestic Homicide Review. The enclosed Home Office leaflet provides further information on why we are undertaking a domestic homicide review.

The review will consider the circumstances of the death, examining whether the victim, or the perpetrator, were known to public services and organisations, seeking to learn from the circumstances leading up to the tragic death of your loved one as a result of domestic abuse. We will work together to prevent more families from having to face the loss and pain you are currently enduring.

When the report is complete I will present it to a committee, called **Safer Gloucestershire/Cheltenham CSP** who must agree its content. It will then be sent to the Home Office for them to approve. You will also be provided with a copy.

All names will be made anonymous because this review, like all Domestic Homicide Reviews, must be published on the website of the council responsible for the area where the death occurred.

At this stage, we are at the start of the process, we have appointed an independent Chair for this review. **Insert details of chair**.

The Chair would like to contact you because we recognise that family members and friends may have a unique perspective. This perspective can help professionals to better understand, and identify the lessons that should be drawn from this terribly sad event. You may also want answers to questions about what happened. I would like to provide an assurance that you (and other family members or friends you suggest may want to be involved) can choose if, when and how you wish to participate.

If you would like to participate in the review process, have any questions or would like further information, you can contact the Chair of the Review on **insert details**.

We have also enclosed a leaflet for AAFDA (Advocacy After Fatal Domestic Abuse) who are an independent organisation that provide peer support and advocacy to families. You may contact AAFDA yourself, but if you would prefer, with your consent we will ask AAFDA to make contact with you directly to offer their support.

You have my deepest sympathies,

Yours sincerely,

APPENDIX 11: Summary DHR Process flowchart

CSP refers to either Safer Gloucestershire (in partnership with 5 districts) or Cheltenham CSP dependant on who is coordinating the review based on where the victim resided at time of death. Cases referred via Safer Gloucestershire will involve the relevant district to coordinate the review.

1. Domestic Homicide Occurs/Suicide/death linked to DA occurs

2. Police (public protection/investigations) provides notification that a death that may meet the criteria for a DHR has occurred to the chair of Safer Gloucestershire & District lead, or Cheltenham CSP.

3. CSP writes to agencies to make them aware of the potential DHR, requesting they update if they hold records linked to the case, preserve their records and provide details of a key agency contact.

5. Chair of CSP, in conjunction with partners and DA experts, makes a decision on whether to proceed to a review (as per statutory guidance) and notifies Home Office.

5a. To support CSP Chair, an expert panel can be convened.

6. CSP chair/officer and strategic DASV Coordinator (with admin support) to work together to seek CV's/biographies/quotes from at least 3 x Independent Chairs.

7. Chair of CSP to appoint an Independent Chair of the review. (Chair of CSP can choose to commission the review based on a schedule or capped at number of days based on number of agencies with information of parties)

8. CSP to write to agencies to inform them of the decision to proceed with a DHR, introduce chair and invite them to a panel meeting. Requesting attendance from senior staff. (establishing the review panel)

10. In preparation for the first DHR Panel meeting - Independent Chair, CSP chair/officer and DASV strategic coordinator to draft the terms of reference (TOR) (to be discussed and agreed with DHR panel once convened)

10a. Independent Chair may wish to meet with senior investigating officer (SIO) prior to commencing the review.

11. Family and friends to be informed of the review process either by Independent Chair or Chair of CSP (the family liaison officer (FLO) may be approached to support)

Family should be offered specialist advocacy to support their contribution to the review.

Family to be kept informed throughout the DHR process and the independent chair will engage with them, alongside employers where appropriate and ensure their views are incorporated in the report.

12. First Panel meeting: agree scope of review TOR, overview of case/agency summaries, panel membership. Independent chair will commission IMRs (Individual Management Reviews) to be completed.

Agency Response

4. Agencies to preserve records update if they hold records and provide contact.

5b. Agencies to attend expert panel if invited.

9. On receipt of invitation to Panel meeting, representative to be selected by the senior officer. This individual must represent the organisation on all panel meetings and must not have been involved with either party.

13. Agency representative on Panel to advise Senior Manager an IMR is required.

14. IMR Author to be selected (someone separate to panel member where possible). Complete IMR and Chronology.

16. Panel administrator to arrange 2nd Panel meeting, inviting IMR Authors to attend to present findings. Where more than 4 x IMR's - 2 separate meetings required. DHR panel to discuss IMRs in depth and agree findings and recommendations.

18. Independent Chair writes overview report and executive summary and circulates to panel in advance of the next panel meeting.

20. Panel meeting held to discuss overview report and exec summary. This may require more than one panel meeting and final report must be agreed by the panel alongside the recommendations and actions.

22. Final panel meeting to agree overview report, exec summary and action plans.

23. Independent chair, alongside CSP/DASV Coordinator to arrange for the family to read the report and where agreed by the family attend a panel meeting to ask questions and feed into the review (the chair should facilitate the family feeding into the whole review process, alongside the advocate supporting them, but families should be offered the opportunity to meet the panel and ask questions if they wish).

23a. Review Panel to discuss any potential changes following engagement with family. Agree final report and action plan.

24. Independent Chair to present overview report to CSP. CSP to sign off the report when satisfied.

24a. Safer Gloucestershire/Cheltenham CSP to sign off on report and submit to Home Office for Quality Assurance (QA). If any major changes are requested to the report or action plan; this must go back to the panel to ensure they are aware and accept any action changes for their agency; and where necessary, amend their action plans.

25. Report submitted to Home Office Q&A panel by CSP chair

26. CSP chair notified that report has passed QA process via letter. Where report has not passed QA, the DHR panel must be reconvened to address the issues raised by the Home Office and follow process they have laid out.

27. Chair of CSP to advise Panel members of Home Office QA response. Dissemination/Publication meeting to be convened to agree publication status, redactions, date, website, press release and other partnership boards. Dissemination/Publication to be considered on a case by case basis by CSP and DHR Panel. Family to be consulted and provided with letter from Home Office and final report to be published.

28. DHR published.

29. CSP to hold agencies to account and ensure actions are completed; ensuring the learning from DHRs is disseminated across the county and to lead on any multi-agency actions from the DHR. DHR finalised upon completion of the action plan.

15. Senior Manager quality assures IMR and recommendations. Submit to admin.

17. IMR Authors to attend DHR meeting to present. Panel members to read all IMRs in advance.

19. Panel members to read overview report in advance of meeting for discussion and comment.

21. Panel members to complete action plan templates for their agency and submit to administrator following agreement of recommendations at panel meeting.

24b. Panel members to attend additional meeting if CSP requests changes to report or action plan. Panel to agree necessary changes including those to the action plan.

27a. Panel members to attend dissemination/publication meeting. Panel members must advise their agencies communications teams and ensure a lead is identified for any press enquires following publication.

CSP is responsible for oversight and governance throughout the DHR process.

APPENDIX 13: IMR Template

Name of DHR

Individual Management Review (IMR)

Insert agency name

Author of IMR	
Name	
Job Title	
Contact Details	
Confirmation of Independence from line management in the case	
Submission date	
Version number of the IMR	

Quality Assurance Completed By	
Name	
Job Title	

Introduction

Insert Summary of the situation leading to the DHR including an outline of the terms of reference and date for completion.

Insert Summary of agencies role/services provided.

Summary of those subject to the review

Name	Date of birth	Relationship	Ethnic origin	Address
Victim				
Alleged Perp				
Child(ren)				

Methodology

Record the methodology used including extent of document review and interviews undertaken.

Chronology of agency involvement

What was your agency's involvement with the victim?

Construct a comprehensive chronology that charts the involvement of the agency with the persons subject to this review (victim and perpetrators named above) over the period of time set out in the review's Terms of Reference and any items of specific interest outside those parameters. This should be entered in the separate chronology template.

Analysis of Involvement

The IMR should summarise the contacts your agency had with involved parties, details of professionals who were involved and whether they were interviewed for the IMR. Consider the decisions made, the services offered and action taken. Ensure there is an assessment of practice against guidance and relevant legislation.

Addressing terms of reference

Consider any further analysis linked to critical factors identified in the TOR which are not otherwise covered above.

Effective practice

Please detail positive/best practice demonstrated in your agencies contacts/approach to involved parties.

Lessons Learnt

Please detail the lessons that can be drawn from your agencies involvement, how to improve practice and the service offered, any implications for ways of working and how you have acted on any lessons learnt prior to the review (if applicable).

Recommendations

Drawing on the lessons learnt, translate these into SMART recommendations for your agency.

APPENDIX 14: Family Advocacy Funding Agreement with AAFDA



Funding agreement for DHR Advocacy Support between Safer Gloucestershire and Advocacy After Fatal Domestic Abuse (AAFDA)

The Home Office Statutory guidance for Domestic Homicide Reviews (2016) enhances the role of families within the DHR process. In order for local areas to support families in making meaningful contribution to DHRs, specialist advocacy should be made available. Currently this specialist advocacy support is provided to families via AAFDA.

Safer Gloucestershire has outlined its commitment to providing specialist advocacy support to families affected by domestic homicide, and as such, has built the funding for this support in to its Countywide funding model for DHRs.

This agreement therefore outlines the process for which Safer Gloucestershire will fund AAFDA on a spot purchase basis to support those families linked to local DHRs.

The cost of providing specialist advocacy to families can range from £4000-£5000 per referral, with costs dependant on the timescales for completion of the DHR and any additional needs a family may have. AAFDA receive some funding to provide this support from the MoJ, but local CSPs can make a contribution to ensure that families are provided with the correct level of support for the duration of the DHR.

Safer Gloucestershire has therefore committed to funding AAFDA on a case by case basis to the amount of £1500, with a maximum contribution for more complex long term DHRs of £2500. This cost, as with DHR costs, will be split evenly between the Districts and OPCC, with a contribution of £214-£357 each per DHR.

The Gloucestershire OPCC, on behalf of Safer Gloucestershire, will coordinate the funding to AAFDA; this will include the arrangement of purchase orders, invoices and collection of funds from the districts.

At the start of the DHR process, the families must be informed of the DHR, as per the statutory guidance and local protocol. They will also be offered the support of AAFDA. If the family choose to engage with AAFDA, the County DASV Strategic Coordinator will liaise with both AAFDA and the OPCC to arrange this formal support and funding.

Families will also be asked for their consent for AAFDA to make contact with them directly should they prefer this approach.

In circumstances where the DHR is complex and where support for families is required beyond the 6 month timescale, the County DASV Strategic Coordinator will liaise with AAFDA and Safer Gloucestershire to agree an increase in the funding contribution beyond the initial £1500 up to the maximum of £2500.

As part of this funding arrangement, AAFDA will ensure the County DASV Strategic Coordinator is kept up to date on progress being made to support the families and ensure all appropriate measures are being taken to ensure family engagement in the DHR.

This agreement will be reviewed annually, or at such a time when service provision of this nature changes.

(The agreement has been signed by all relevant parties. The master copy will be retained by the OPCC and County DASV Strategic Coordinator)



APPENDIX 15: DHR Funding Agreement between District CSPs and OPCC

Funding agreement for Domestic Homicide Reviews (DHRs) in Gloucestershire

Domestic Homicide Reviews (DHRs) were established on a statutory basis under the Domestic Violence Crime and Victims Act 2004, with the provision coming into force in April 2011.

The Home Office Statutory DHR guidance (2016) places responsibility for establishing a DHR with the local Community Safety Partnership (CSP). Within Gloucestershire, each District has its own CSP. A local decision has been made that the County-Wide CSP Safer Gloucestershire will work in partnership with districts to support the statutory function for establishing a DHR for the Districts of Gloucester, Stroud, Cotswolds, Tewksbury and Forest of Dean.

Cheltenham CSP will retain its full statutory responsibility for DHRs, but will have the option of looking to Safer Gloucestershire for support at any stage if they feel this is necessary.

Local DHR guidance has been produced to outline the role of the CSP and local processes for DHRs.

As part of the development of the new local DHR process, all District CSPs, alongside the OPCC have agreed to jointly fund DHRs in Gloucestershire. This agreement acknowledges that the learning from local DHRs is countywide and should not just consider the district in which the homicide took place.

Costs associated with DHRs are linked primarily with the independent chair, admin and advocacy services for families. Funding for advocacy services is detailed in a separate funding agreement.

Independent Chair costs:

The costs of the independent chair will vary dependant on the chair chosen to complete the DHR and the length of time taken to complete the review. Agreement on the chair of a DHR will be led by the lead District with support from Safer Gloucestershire and/or the County DASV Strategic Coordinator (with Cheltenham reserving the right to make the decision independently).

A list of accredited chairs can be provided to the lead District by the County DASV Strategic Coordinator.

The OPCC will fund 50% of the independent chair costs up to a maximum of £5000. The remaining 50% of chairing costs will be shared equally between all of the District CSPs.

Once a chair has been appointed, the lead district must inform the OPCC and other Districts of the expected costs and keep them informed throughout the review if costs are expected to change to ensure financial planning.

It is the responsibility of the lead District and/or Safer Gloucestershire to ensure the review and its independent chair are held to account and that the review adheres to agreed timescales and quality (allowing for flexibility in timescales where necessary). Regular updates on the review will be provided at CSP and/or Safer Gloucestershire meetings to ensure the review process is held to account; including ensuring that the review is not incurring costs associated with poor quality.

The OPCC will on behalf of Safer Gloucestershire, issue the contract to the chair and coordinate the joint funding model through the collection of shared costs from the Districts and payments to the independent chair. Cheltenham Borough Council will coordinate the funding for reviews in their area, but can look to the Safer Gloucestershire model for support if required.

Administration Costs:

Administration costs where possible will be borne locally, with the lead district for the DHR identifying administrative support internally for the duration of the DHR.

If a local administrator cannot be identified, or the independent chair provides their own administration as part of their offer, the costs of administration will be shared across the 6 Districts up to the value of £2000. Where administrative costs exceed this amount, the lead District for the DHR will fund any outstanding costs.

The lead District must inform all Districts if administration costs are being factored in to the DHR at the start of the review.

Links to other review processes:

Where the DHR is joint with other review processes, such as Serious Case Reviews (SCRs) and Safeguarding Adults Reviews (SARs) the lead District for the DHR should liaise with either the GSAB or GSCB to discuss and agree a joint funding model for the review. In these cases, the lead District will provide an update to the OPCC and other Districts to confirm their financial contribution.

This agreement will be reviewed annually, or at such a time when Government Guidance on DHRs is amended.

Should any District wish to withdraw from the funding agreement, this can be considered at the annual review with Safer Gloucestershire.

(The agreement has been signed by all relevant parties. The master copy will be retained by the OPCC and County DASV Strategic Coordinator)