

Public Document Pack

North Yorkshire Council
Children and Young People's Service - Executive Members & Corporate Director Meetings -

Tuesday, 1 August 2023 / 1.00 pm

A G E N D A

1 **Apologies for Absence**

2 **Declarations of Interest**

Items for Executive Member decision

3 Youth Justice Grant (Pages 3 - 112) (Pages
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Items for Corporate Director decision

Any Other Business

4 Fostering service Q4 performance

5 Date of future formal meetings

Circulation:

Executive Members

Janet Sanderson
Annabel Wilkinson

Officer attendees

Stuart Carlton
Howard Emmett
M Sadler

Presenting Officers

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North Yorkshire Council

Children & Young People's Service

Corporate Director's meeting with Executive Members

1st August 2023

Youth Justice Grant

1.0 PURPOSE OF REPORT

- 1.1 To recommend that the Executive Member for Children and Families, following consultation with the Corporate Director of Children & Young People's Services, the Corporate Director-Resources and the Assistant Chief Executive (Legal and Democratic Services) authorises the acceptance of the grant of £937,591.00

2.0 BACKGROUND

- 2.1 Section 39 (1) of the Crime and Disorder Act 1998 requires the cooperation of statutory partners to form a Youth Offending Team (YOT). There is a duty for the local authority, the police, the probation service, and health named partners to cooperate in order to secure youth justice services appropriate to their area. YOTs are partially funded by the Government's youth justice grant, in addition to funding from the council and statutory partners, to deliver elements of the youth justice system at a local level.

3.0 ISSUE

- 3.1 Within North Yorkshire the Youth Justice Service sits within the Children and Families Service structure under the Head of Early Help.

There are three main aims for youth offending services:

- to reduce first time offenders
- to reduce repeat offending
- to reduce entrants to custody.

Our Youth Justice service works closely with young people and families to identify and address risk factors and encourage restorative justice and attention to the needs of victims of crime. Sat within the Children's and Families service the team links closely with early help, social care, education and the voluntary community sector, aiming for positive diversion from crime and improving life opportunities through skills, routes to training and employment.

4.0 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Alternative options are not available for acceptance of this grant

5.0 FINANCIAL IMPLICATIONS

- 5.1 The Youth Justice Board confirmed on 20^h July 2023 the North Yorkshire Council has been awarded £937,591 grant for 2023/24. This is an uplift of 4.5% from the previous year.

Year	Initial allocation (£)	Additional (late year) allocation (£)	Total Allocation (£)	Change from previous year (£)	Notes
2016 - 17	720,674.50	-	720,674.50	-	
2017 - 18	736,322.00	-	736,322.00	-15,647.50	
2018 - 19	736,322.00	-	736,322.00	0.00	
2019 - 20	729,389.00	-5,153.00	734,542.00	1,780.00	
2020 - 21	743,977.00	-9,275.00	753,252.00	-18,710.00	
2021 - 22	809,561.00	-7,214.00	816,775.00	-63,523.00	Information received about the initial allocations suggest the 8.8% uplift was only a one - off
2022 - 23	897,216.00	-	897,216.00	-80,441.00	9.8% uplift - "Strong commitment to Frontline Services"
2023 - 24	937,591.00	-	937,591.00	-40,375.00	4.5% Uplift - YJB continues to focus on frontline services alongside system-wide challenges.

6.0 LEGAL IMPLICATIONS

6.1 The draft terms and conditions have been reviewed by the Council's Legal Team and the final version will be approved prior to the agreement being entered into. Any contracts entered into in respect of the Grant funding will be in accordance with the Council's Procurement and Contract Procedure Rules and, where relevant, the Public Contracts Regulations 2015.

7.0 EQUALITIES IMPLICATIONS

7.1 An Equalities Impact (EI) assessment has taken place and acceptance of the grant does not result in EI implications. The programme is already embedded within the Children & Families service. However, if the funding is not available in the future, the services may reduce. The service offers support to those that are vulnerable and in need of support, no matter what their protective characteristics. Interventions are based on need.

8.0 CLIMATE CHANGE IMPLICATIONS

8.1 A climate change impact assessment has been completed. The programme has no adverse impact as the programme is already embedded within the Children & Families service, using existing systems and buildings. No changes to services are proposed within this report.

8.2 As part of the terms and conditions of the grant - The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

8.3 The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

8.4 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority

shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

9.0 PERFORMANCE IMPLICATIONS

- 9.1 The Youth Justice Service is inspected by HMI Probation. YOT inspections fall into two categories: full joint inspections (a small number of YOTs each year that are considered to have causes for concern) and short quality screening (broader inspections focussing on YOT work)
- 9.2 In order to receive payment of the grant an annual Youth Justice plan must be submitted to the Youth Justice Board by 30^h June 2023 to ensure timely payment of the Youth Justice Grant 2023/24. Due to the delay in the Youth Justice Board notifying North Yorkshire of the grant funding amount the Youth Justice Board agreed an extension until 31st July.
- 9.3 The Youth Justice Service is required to provide quarterly performance data, as set out in the YJB Data Recording Requirement

10.0 REASONS FOR RECOMMENDATIONS

- 10.1 This will enable the local authority to receive the allocated funding to support the continued delivery of the Youth Justice service.

11.0 RECOMMENDATION(S)

That the Executive Member for Children & Families service following consultation with the Corporate Director of Children & Young Peoples Services, the Corporate Director-Resources and the Assistant Chief Executive (Legal and Democratic Services) authorises the acceptance of the grant of £937,591.00

Appendix 1 – Equality Impact Assessment

Appendix 2 – Climate Change Assessment

BACKGROUND DOCUMENTS:



North Yorkshire.docx



Conditions of Grant -
YJ Grant 2023-24.doc



Youth Justice
Data_Recording_Rec

Stuart Carlton
Corporate Director – Children & Young Peoples Service
County Hall
Northallerton
24th July 2023

Report Author – Barbara Merrygold Head of Early Help
Presenter of Report – Barbara Merrygold Head of Early Help

Equality impact assessment (EIA) form: evidencing paying due regard to protected characteristics

(Form updated April 2019)

Acceptance of Youth Justice Annual Grant

If you would like this information in another language or format such as Braille, large print or audio, please contact the Communications Unit on 01609 53 2013 or email communications@northyorks.gov.uk.



যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান, তাহলে দয়া করে আমাদেরকে বলুন।

如欲索取以另一語文印製或另一格式製作的資料，請與我們聯絡。

اگر آپ کو معلومات کسی دیگر زبان یا دیگر شکل میں درکار ہوں تو برائے مہربانی ہم سے پوچھیے۔

Equality Impact Assessments (EIAs) are public documents. EIAs accompanying reports going to County Councillors for decisions are published with the committee papers on our website and are available in hard copy at the relevant meeting. To help people to find completed EIAs we also publish them in the Equality and Diversity section of our website. This will help people to see for themselves how we have paid due regard in order to meet statutory requirements.

Name of Directorate and Service Area	CYPS children and Families Service – Early Help
Lead Officer and contact details	Barbara Merrygold
Names and roles of other people involved in carrying out the EIA	Tammy Tywang - Policy and Development Officer
How will you pay due regard? e.g. working group, individual officer	Youth Justice Management board
When did the due regard process start?	In place since 2009

Section 1. Please describe briefly what this EIA is about. (e.g. are you starting a new service, changing how you do something, stopping doing something?)

Grant acceptance

Section 39 (1) of the Crime and Disorder Act 1998 requires the cooperation of statutory partners to form a Youth Offending Team (YOT). There is a duty for the local authority, the police, the probation service, and health named partners to cooperate in order to secure youth justice services appropriate to their area. YOTs are partially funded by the Government's youth justice grant, in addition to funding from the council and statutory partners, to deliver elements of the youth justice system at a local level.

Section 2. Why is this being proposed? What are the aims? What does the authority hope to achieve by it? (e.g. to save money, meet increased demand, do things in a better way.)

Within North Yorkshire the Youth Justice Service sits within the Children and Families Service structure under the Head of Early Help.

There are three main aims for youth offending services:

- to reduce first time offenders
- to reduce repeat offending
- to reduce entrants to custody.

Our Youth Justice service works closely with young people and families to identify and address risk factors and encourage restorative justice and attention to the needs of victims of crime. Sat within the Children's and Families service the team links closely with early help, social care, education and the voluntary community sector, aiming for positive diversion from crime and improving life opportunities through skills, routes to training and employment.

Section 3. What will change? What will be different for customers and/or staff?

The service will continue

Section 4. Involvement and consultation (What involvement and consultation has been done regarding the proposal and what are the results? What consultation will be needed and how will it be done?) Not applicable

Section 5. What impact will this proposal have on council budgets? Will it be cost neutral, have increased cost or reduce costs?

Increase of 4.5% on previous years budget which will retain current levels of service delivery

Section 6. How will this proposal affect people with	No impact	Make things better	Make things worse	Why will it have this effect? Provide evidence from engagement, consultation and/or service user data or demographic information etc.
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protected characteristics?				
Age	x			Maintain current levels of service delivery
Disability	x			
Sex	x			
Race	x			
Gender reassignment	x			
Sexual orientation	x			
Religion or belief	x			
Pregnancy or maternity	x			
Marriage or civil partnership	x			

Section 7. How will this proposal affect people who...	No impact	Make things better	Make things worse	Why will it have this effect? Provide evidence from engagement, consultation and/or service user data or demographic information etc.
..live in a rural area?	x			
...have a low income?	x			
...are carers (unpaid family or friend)?	x			

Section 8. Geographic impact – Please detail where the impact will be (please tick all that apply)	
North Yorkshire wide	x
Craven district	
Hambleton district	
Harrogate district	
Richmondshire district	
Ryedale district	
Scarborough district	
Selby district	
If you have ticked one or more districts, will specific town(s)/village(s) be particularly impacted? If so, please specify below.	

Section 9. Will the proposal affect anyone more because of a combination of protected characteristics? (e.g. older women or young gay men) State what you think the effect may be and why, providing evidence from engagement, consultation and/or service user data or demographic information etc.

No

Section 10. Next steps to address the anticipated impact. Select one of the following options and explain why this has been chosen. (Remember: we have an anticipatory duty to make reasonable adjustments so that disabled people can access services and work for us)	Tick option chosen
1. No adverse impact - no major change needed to the proposal. There is no potential for discrimination or adverse impact identified.	x
2. Adverse impact - adjust the proposal - The EIA identifies potential problems or missed opportunities. We will change our proposal to reduce or remove these adverse impacts, or we will achieve our aim in another way which will not make things worse for people.	
3. Adverse impact - continue the proposal - The EIA identifies potential problems or missed opportunities. We cannot change our proposal to reduce or remove these adverse impacts, nor can we achieve our aim in another way which will not make things worse for people. (There must be compelling reasons for continuing with proposals which will have the most adverse impacts. Get advice from Legal Services)	
4. Actual or potential unlawful discrimination - stop and remove the proposal – The EIA identifies actual or potential unlawful discrimination. It must be stopped.	
Explanation of why option has been chosen. (Include any advice given by Legal Services.)	

Section 11. If the proposal is to be implemented how will you find out how it is really affecting people? (How will you monitor and review the changes?)

Service users may not be aware of the impact, as the direct work will continue. We regularly collect and monitor service user feedback so would use this to review the effectiveness of the service.

Section 12. Action plan. List any actions you need to take which have been identified in this EIA, including post implementation review to find out how the outcomes have been achieved in practice and what impacts there have actually been on people with protected characteristics.

Action	Lead	By when	Progress	Monitoring arrangements

Section 13. Summary Summarise the findings of your EIA, including impacts, recommendation in relation to addressing impacts, including any legal advice, and next steps. This summary should be used as part of the report to the decision maker.

The EIA concludes that there will be little impact on protected characteristic. Service users will experience a more enhanced service as there is increased flexibility around delivery.

Section 14. Sign off section

This full EIA was completed by:

Name: Barbara Merrygold

Job title: Head Of Early Help

Directorate: [REDACTED]

Signature: [REDACTED]

Completion date: 24th July 2023

Authorised by relevant Assistant Director (signature):

Date:

Climate change impact assessment

The purpose of this assessment is to help us understand the likely impacts of our decisions on the environment of North Yorkshire and on our aspiration to achieve net carbon neutrality by 2030, or as close to that date as possible. The intention is to mitigate negative effects and identify projects which will have positive effects.

This document should be completed in consultation with the supporting guidance. The final document will be published as part of the decision making process and should be written in Plain English.

If you have any additional queries which are not covered by the guidance please email climatechange@northyorks.gov.uk

Version 2: amended 11 August 2021

Please note: You may not need to undertake this assessment if your proposal will be subject to any of the following:

Planning Permission
 Environmental Impact Assessment
 Strategic Environmental Assessment

However, you will still need to summarise your findings in the summary section of the form below.

Please contact climatechange@northyorks.gov.uk for advice.

Title of proposal	Acceptance of Annual Grant Funding Youth Justice Grant
Brief description of proposal	Section 39 (1) of the Crime and Disorder Act 1998 requires the cooperation of statutory partners to form a Youth Offending Team (YOT). There is a duty for the local authority, the police, the probation service, and health named partners to cooperate in order to secure youth justice services appropriate to their area. YOTs are partially funded by the Government's youth justice grant, in addition to funding from the council and statutory partners, to deliver elements of the youth justice system at a local level. Acceptance of the Youth Justice grant will enable the continued level of service
Directorate	C&YPS

Service area	Children and Families Service
Lead officer	Barbara Merrygold
Names and roles of other people involved in carrying out the impact assessment	Tammy Twang Policy and Development Officer
Date impact assessment started	21st March 2023

Options appraisal

Were any other options considered in trying to achieve the aim of this project? If so, please give brief details and explain why alternative options were not progressed.

No this project is government funding - to be delivered specific to the framework identified within the Youth Justice Board conditions of Grant

What impact will this proposal have on council budgets? Will it be cost neutral, have increased cost or reduce costs?

Please explain briefly why this will be the result, detailing estimated savings or costs where this is possible.

Neutral this is an annual grant awarded to the service, the 4.5% increase this year supports the continuation of delivery at the current level.

<p>How will this proposal impact on the environment?</p> <p>N.B. There may be short term negative impact and longer term positive impact. Please include all potential impacts over the lifetime of a project and provide an explanation.</p>	Positive impact (Place a X in the box below where relevant)	No impact (Place a X in the box below where relevant)	Negative impact (Place a X in the box below where relevant)	<p>Explain why will it have this effect and over what timescale?</p> <p>Where possible/relevant please include:</p> <ul style="list-style-type: none"> • Changes over and above business as usual • Evidence or measurement of effect • Figures for CO₂e • Links to relevant documents 	<p>Explain how you plan to mitigate any negative impacts.</p>	<p>Explain how you plan to improve any positive outcomes as far as possible.</p>	
<p>Minimise greenhouse gas emissions e.g. reducing emissions from travel, increasing energy efficiencies etc.</p>	Emissions from travel		x		<p>Workers are required to travel to meet clients in their home or in an office in the locality that clients live. Workers are also expected as part of their statutory duties to attend court. Workers are asked to plan their journeys as efficiently as possible.</p>		
	Emissions from construction		x		<p>This is not applicable</p>		
	Emissions from running of buildings		x		<p>Visit are undertaken in the families' homes, workers are based in existing council property</p>		
	Emissions from data storage		x		<p>Data is stored on systems already within the council – EHM & sentinel products</p>		
	Other						

<p>How will this proposal impact on the environment?</p> <p>N.B. There may be short term negative impact and longer term positive impact. Please include all potential impacts over the lifetime of a project and provide an explanation.</p>	Positive impact (Place a X in the box below where relevant)	No impact (Place a X in the box below where relevant)	Negative impact (Place a X in the box below where relevant)	<p>Explain why will it have this effect and over what timescale?</p> <p>Where possible/relevant please include:</p> <ul style="list-style-type: none"> • Changes over and above business as usual • Evidence or measurement of effect • Figures for CO₂e • Links to relevant documents 	<p>Explain how you plan to mitigate any negative impacts.</p>	<p>Explain how you plan to improve any positive outcomes as far as possible.</p>
<p>Minimise waste: Reduce, reuse, recycle and compost e.g. reducing use of single use plastic</p>		X				
<p>Reduce water consumption</p>		X				
<p>Minimise pollution (including air, land, water, light and noise)</p>		X				
<p>Ensure resilience to the effects of climate change e.g. reducing flood risk, mitigating effects of drier, hotter summers</p>		X				
<p>Enhance conservation and wildlife</p>		X				

<p>How will this proposal impact on the environment?</p> <p>N.B. There may be short term negative impact and longer term positive impact. Please include all potential impacts over the lifetime of a project and provide an explanation.</p>	<p>Positive impact (Place a X in the box below where relevant)</p>	<p>No impact (Place a X in the box below where relevant)</p>	<p>Negative impact (Place a X in the box below where relevant)</p>	<p>Explain why will it have this effect and over what timescale?</p> <p>Where possible/relevant please include:</p> <ul style="list-style-type: none"> • Changes over and above business as usual • Evidence or measurement of effect • Figures for CO₂e • Links to relevant documents 	<p>Explain how you plan to mitigate any negative impacts.</p>	<p>Explain how you plan to improve any positive outcomes as far as possible.</p>
<p>Safeguard the distinctive characteristics, features and special qualities of North Yorkshire's landscape</p>		<p>X</p>				
<p>Other (please state below)</p>						

<p>Are there any recognised good practice environmental standards in relation to this proposal? If so, please detail how this proposal meets those standards.</p>
<p>No</p>



Summary Summarise the findings of your impact assessment, including impacts, the recommendation in relation to addressing impacts, including any legal advice, and next steps. This summary should be used as part of the report to the decision maker.

A climate change impact assessment has been completed. The programme has no adverse impact as the programme is already embedded within the Children & Families service, using existing systems and buildings. No changes to services are proposed within this report.

As part of the terms and conditions of the grant - The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

Sign off section

This climate change impact assessment was completed by:

Name	
Job title	
Service area	
Directorate	
Signature	
Completion date	

Authorised by relevant Assistant Director (signature):

Date:



Youth Justice Board for England and Wales
Clive House, 70 Petty France, London SW1H 9EX
enquiries@yjb.gov.uk
www.justice.gov.uk/youth-justice

Chair of the YJ Management Board
Head of Youth Justice Service

Youth Justice Service: **North Yorkshire**
Local Authority: **North Yorkshire County Council**

Letter sent via email

Date: 20 July 2023

Dear Colleague,

Re: 2023/24 Youth Justice Grant Award Letter

I would like to apologise for the lengthy delay in being able to advise you of your youth justice grant for the year 2023/24. I have now received my delegated budget from the Ministry of Justice. The YJB was delegated £92.5m for grants in 2023/2024, this is an increase of 4.5% from 2022/23.

We appreciate that you face significant inflationary pressures, as well as (in many parts of the country) an increase in both the volume and complexity of the children with whom you work. In determining its budget allocation to us, the Ministry of Justice had to take account of wider financial pressures facing the department and government. This increase in funding is an uplift on last year's funding which was, in turn, the largest for many years and is an acknowledgment of the challenging context in which you are delivering critical youth justice services.

Your youth justice grant allocation for 2023/24 is £937,591

As a statutory duty, local authorities are required to submit an annual youth justice plan relating to their provision of youth justice services. This duty is also outlined as a requirement of the terms and conditions of grant. In order to facilitate our oversight and analysis of the plans, we requested services to complete their plans using the structure included in the guidance notes available in the [Youth Justice Plan Guidance](#)¹ on gov.uk. The guidance notes include information on what to include in your plans and advice on how to complete the document.

Youth Justice Plans were required to be submitted to us via CBU@yjb.gov.uk. Thank you to those of you who have returned them to date, those who have not please e-mail your plan to CBU@yjb.gov.uk, copying in your YJB lead to ensure swift payment of your Youth Justice Grant 2023/24. You are also required to submit your quarterly data submissions throughout 2023/24.

¹ <https://www.gov.uk/government/publications/youth-justice-plans-guidance-for-youth-justice-services>

[OFFICIAL]

Now you are aware of your awarded grant for 2023/24 please send the signed terms and conditions of grant to yjbgrants@yjb.gov.uk by 04 August 2023.

The Youth Justice Board will continue to focus on frontline services alongside system-wide challenges. Over the last year we have reorganised ourselves so we can have an even greater impact on the youth justice system and improve outcomes for children. Our unique statutory responsibility in overseeing the operation of the youth justice system plays a vital role in making sure that children, and the services they receive, are on the right track and that where there are concerns, they are escalated and supported to improve.

Our business plan 2023/24 and strategic plan 2021-24

This year is the final year of our 2021-24 strategic plan and, so, in the coming year we will be preparing for the next iteration which will be published for 2024-27. We will be reviewing our current strategy, looking at the evidence and what we know from our monitoring of the youth justice system. Our Board will develop a strategic direction that reflects our statutory functions and our ambitions for children and the youth justice system.

Our [business plan](#)² was published in April 2023 and outlines our commitments for the coming year which will help us to have the greatest impact for children. This includes spending time in 2023-24 to embed our new way of working to strengthen our oversight and improve outcomes for children, ensuring our people have the skills and confidence they need to deliver and that our new systems give us the outcomes we intend. We have also made a commitment to becoming an anti-racist organisation by internally challenging our systems, policies and processes and working alongside external partners. Together with strengthening our oversight, we will also deliver some targeted pieces of work on four areas where the Board believes we can support constructive change. These areas of focus are courts, police, partnerships to reduce serious violence and exploitation and education.

We will continue to fund the remaining pathfinder projects in 2023/24 in order to deliver against the priorities set out in our strategic and business plan and will spend the rest of the year planning our approach to future targeted investment for 2024/25.

Once again, I would like to use this opportunity to recognise the exceptional work you, staff in youth justice services and broader children's services do, day in day out with children in and at risk of coming into the criminal justice system, thank you. We have continued to see low numbers of children entering the youth justice system, diverting them into mainstream services to ensure that they get the care and support they need to thrive. Whilst late, I hope that this letter brings you reassurance and demonstrates our unwavering dedication to supporting frontline youth justice services and acknowledging the vital work you are engaged in to prevent children offending and re-offending.

Yours sincerely,

Stephanie Roberts-Bibby
Interim Chief Executive

² <https://www.gov.uk/government/publications/yjb-business-plan-2023-to-2024>



[OFFICIAL]

Youth Justice Board for England and Wales

E: Stephanie.Roberts-bibby1@yjb.gov.uk

CC: Local Authority Chief Financial Officer

CC: Alan Webster, Deputy Director, Youth Justice Policy, Ministry of Justice



YOUTH JUSTICE BOARD FOR ENGLAND AND WALES

and

LOCAL AUTHORITY WITH RESPONSIBILITY FOR THE YOUTH JUSTICE SERVICE

2023-24 Youth Justice GRANT FUNDING AGREEMENT

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This Agreement is made on

Between:

- (1) Youth Justice Board for England and Wales whose principal address is at Clive House, 5th floor, 70 Petty France, London SW1H 9EX (the “**Authority**”); and
- (2) The Local Authority with responsibility for the Youth Justice Service (the “**Grant Recipient**”).

In relation to:

Project Name: Youth Justice Grant

BACKGROUND

The Grant is provided by the Authority under its power in section 41 of the Crime and Disorder Act 1998, as amended: “with the approval of the Secretary of State, to make grants to local authorities and other persons for the purposes of the operation of the youth justice system and the provision of youth justice services subject to such conditions as the Authority considers appropriate, including conditions as to repayment”. The Secretary of State for Justice has approved this Grant. The Grant may be used by the Grant Recipient only for the purposes set out in section 41 of the Crime and Disorder Act 1998 generally and for the activities described in the Agreement in particular.

The conditions collectively (the **Conditions**) are as follows:

1. INTRODUCTION

- 1.1. The Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with the Agreement.
- 1.3. The Parties confirm that it is their intention to be legally bound by the Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

Agreement means these Conditions together with its annexes and schedules including but not limited to the Annex 1 Grant Funding Letter;

Annex means an annex attached to these Conditions which form part of the Agreement;

Asset means an asset that is to be purchased or developed using the Grant including equipment or any other asset which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in the Grant Recipient’s accounts;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Agreement by the Authority to the Grant Recipient;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the date on which the Agreement comes into effect, being the 01/04/2023;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Procurement Regulations;

Controller and Processor take the meaning given in the GDPR;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent of the voting capital stock of a Party in one or more related transaction;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and

particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Data Protection Legislation means (i) the GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

Eligibility Criteria mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance set out in paragraph 26.1;

Financial Year means from 1 April to 31 March;

Fixed Asset means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the activities set out in Annex 2;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on 31/03/2024;

GDPR means the General Data Protection Regulation (EU) 2016/679;

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 26;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated 20/07/2023, a copy of which is set out in Annex 1;

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

IPR means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Instalment Period means the intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

Law mean any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 26;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act;

- (iv) under legislation creating offences in respect of fraudulent acts; or
- (v) at common law in respect of fraudulent acts in relation to the Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

Remedial Action Plan means the plan submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the process set out in paragraphs 26.4 to 26.10;

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday;

YJS means the Grant Recipient's youth justice service.

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (6) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (7) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Agreement;

- (8) references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
 - (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.
- 2.3. Where there is any conflict between the documents that make up the Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1. the Conditions set out within the Agreement; and
 - 2.3.2. Schedule 1 – The Authority’s Grant Funding Letter.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on [01/04/2023] (the **Commencement Date**) and ends on [31/03/2024] unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on [01/04/2023] but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on [14 days] written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1. Subject to the Recipient’s compliance with its obligations in the Agreement, the Authority shall pay the Grant to the Recipient as indicated in the award letter and in accordance with Annex 3. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.

- 4.5. The Authority will only pay the Grant to the Grant Recipient once the Authority is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.
- 4.6. The Grant Recipient will provide the Authority with evidence (upon request) of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7. The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Agreement in accordance with paragraph 26.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:
 - 4.9.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
 - 4.9.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
 - 4.9.3. the Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
 - (i) the Grant will be used for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.10. The Grant Recipient shall submit a copy of Annex 5 (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
- 4.11. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.12. The Authority reserves the right not to pay any Grant Claims, which are not submitted in accordance with the Agreement or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.13. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Agreement. Any sum, which falls due under this paragraph 4.13, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.

- 4.14. The Grant will be paid into bank account in the name of the Grant Recipient which must be an ordinary business bank account.
- 4.15. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.16. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Agreement, including any obligation to repay the Grant.
- 4.17. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.18. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Authority will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 5.2. The items listed in Annex 5 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
 - 5.2.1. fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes.
 - 5.2.2. giving evidence to Parliamentary Select Committees;
 - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Agreement);
 - 5.2.5. providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
 - 5.2.6. providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
 - 5.3.1. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to

influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;

5.3.3. using the Grant to petition for additional funding;

5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;

5.3.5. input VAT reclaimable by the grant recipient from HMRC;

5.3.6. payments for activities of a political or exclusively religious nature;

5.4. Other examples of expenditure, which are prohibited, include the following:

5.4.1. contributions in kind;

5.4.2. interest payments or service charge payments for finance leases;

5.4.3. gifts;

5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;

5.4.5. payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;

5.4.6. bad debts to related parties;

5.4.7. payments for unfair dismissal or other compensation;

5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;

5.4.9. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is stated explicitly to be for capital use in the Grant Funding Letter); and

5.4.10. liabilities incurred before the commencement of the Agreement unless agreed in writing by the Authority.

6. ANNUAL GRANT REVIEW

6.1. The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 6 of these Conditions by the Grant Recipient in accordance with paragraph 7.1.2 of these Conditions.

6.2. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):

6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;

6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;

6.2.3. the outputs should be re-defined and agreed;

6.2.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;

6.2.5. the Authority should recover any Unspent Monies;

6.2.6. the Grant be terminated in accordance with paragraph 26.11 of these Conditions.

- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4 the Remedial Action Plan process set out in paragraph 26.4 to 26.10 shall apply.
- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.
- 6.5. The Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

7. MONITORING AND REPORTING

- 7.1. The Grant Recipient shall:
 - 7.1.1. closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
 - 7.1.2. provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time; so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement
 - 7.1.3. provide the Authority with, on request, a report on:
 - 7.1.3.1. the progress made towards achieving the agreed Outputs and the defined longer-term Outcomes set out in Annex 6 of these Conditions. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 7.1.3.2. if relevant, provide details of any Assets either acquired or improved using the Grant.
 - 7.1.4. allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period;
 - 7.1.5. record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for, and
 - 7.1.6. notify the Authority as soon as reasonably practicable of:
 - 7.1.6.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.1.6.2. actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.

- 7.2. The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its annual report:
- 7.2.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.2.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.2.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. AUDITING AND ASSURANCE

- 8.1. Within 6 months of the end of the Financial Year the Grant Recipient will provide (upon request) the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide a statement showing that the Grant has been certified by an independent and appropriately qualified auditor. Accompanied by the Grant Recipient's annual audited accounts.
- 8.2. The Authority may, at any time during and up to [2 years] years after the end of the Funding Period, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Grant Recipient shall:
- 8.4.1. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
 - 8.4.2. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 8.5. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for 2 years from the end of the Funding Period.
- 8.6. The Grant Recipient shall ensure that all its contractors retain each record, item of data and document relating to the Funded Activities for 2 years from the end of the Funding Period.
- 8.7. The Grant Recipient will promptly provide revised forecasts of income and expenditure:
- 8.7.1. when these forecasts increase or decrease by more than 20% of the original expenditure forecasts; and/or
 - 8.7.2. at the request of the Authority.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 9.6. For the purposes of paragraph 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the

Authority or the Grant Recipient redacted), including from time to time agreed changes to the Agreement.

11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:

11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or

11.3.3. where disclosure is required by Law.

11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's IPR.

12. TRANSPARENCY

12.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement is not confidential.

13. STATUTORY DUTIES

13.1. The Grant Recipient shall comply with its obligations under the Law including but not limited to the information Acts and the HRA.

13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Agreement without consulting the Grant Recipient.

13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 14.1. The Grant Recipient will comply at all times with its obligations under Data Protection Legislation.
- 14.2. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of the Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.3. Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation.
- 14.4. The Grant Recipient shall ensure that its systems processing children's data and connecting to the Youth Justice Application Framework will meet the Government Minimum Cyber Security Standard¹.

Public Procurement

- 14.5. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.6. Where the Grant Recipient is a Contracting Authority the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

15. NOT USED

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.

¹ <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.

16.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

17. ENVIRONMENTAL REQUIREMENTS

17.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

17.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

17.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

18. ASSETS

Inventory of the Assets

18.1. The Grant Recipient must keep a register of all Fixed Assets acquired or improved. at a cost exceeding £10,000, wholly or partly using the Grant provided under the Agreement. Where the cost of purchasing or improving the Fixed Assets is less than £10,000 authorisation is not required, but the Asset should be recorded on the fixed asset register.

18.2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.

18.3. For each entry in the register the following particulars must be shown where appropriate:

18.3.1. date of acquisition or improvement;

18.3.2. description of the Asset;

18.3.3. cost, net of recoverable VAT;

18.3.4. location of the Asset;

18.3.5. serial or identification numbers;

18.3.6. location of the title deeds;

18.3.7. date of any Disposal;

18.3.8. depreciation/amortisation policy applied;

18.3.9. proceeds of any Disposal net of VAT; and

18.3.10. the identity of any person to whom the Asset has been transferred or sold.

18.4. The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in paragraphs 18.3.1-18.3.10 for any additional items which the Authority considers material to the Grant.

Disposal of Asset

18.5. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.

18.6. Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

18.7. The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.

18.8. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:

18.8.1. the sale of the Assets takes place after the end of the Asset Owning Period;

18.8.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or

18.8.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

18.9. The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the Authority.

Charging of any Asset

18.10. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

19. INSURANCE

19.1. The Grant Recipient will during the term of the Funding Period and for one year after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

- 19.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. ASSIGNMENT

- 20.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 20.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into an Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 21.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 21.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

22. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 22.1. The Grant Recipient must obtain prior written consent from the Authority before:
- 22.1.1. writing off any debts or liabilities;
 - 22.1.2. offering to make any Special Payments; and
 - 22.1.3. giving any gifts
- in connection with the Agreement.
- 22.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

23. BORROWING

- 23.1. In accordance with paragraph 18.10 and this paragraph 23, the Grant Recipient must obtain prior written consent from the Authority before:
- 23.1.1. borrowing or lending money from any source in connection with the Agreement; and
 - 23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities.

24. PUBLICITY

- 24.1. The Grant Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the

Grant Recipient's initial grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.1.2.

- 24.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 24.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
- 24.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 24.5. The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 24.6. In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

25. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 25.1. The Authority will notify the Grant Recipient of any changes to their activities which are supported by the Grant.
- 25.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 26.1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:
 - 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 26.1.2. the Grant Recipient fails to comply with its obligations under the Agreement in a way which is material in the opinion of the Authority;
 - 26.1.3. where delivery of the Funded Activities do not start within 3 months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
 - 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 26.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the outputs set out in Annex 6;

- 26.1.6. the Grant Recipient fails to:
- (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.3.4; or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 26.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
- 26.1.9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
- 26.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 26.1.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 26.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;
- 26.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Agreement and to the detriment of the Authority;
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.14. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 26.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 26.1.16. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 31.1.2;

26.1.17. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

26.1.18. will be materially detrimental to the Funded Activities;

26.1.19. the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;

26.1.20. the Authority believes that the Change of Control would raise national security concerns; and/or

26.1.21. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

26.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

Rights reserved for the Authority in relation to an Event of Default

26.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

26.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine;

26.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient;

26.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt;

26.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.4 to 26.10; and/or

26.3.5. terminate the Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

26.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

26.5. The draft Remedial Action Plan shall set out:

26.5.1. full details of the Event of Default; and

26.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

26.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

26.7. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

- 26.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 26.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Agreement.
- 26.10. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 26.3.3 or 26.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 26.11. Notwithstanding the Authority's right to terminate the Agreement pursuant to paragraph 26.3.4, either Party may terminate the Agreement at any time by giving at least 3 months' written notice to the other Party.
- 26.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 26.13. If the Authority terminates the Agreement in accordance with paragraph 26.11 the Authority may pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that it has taken adequate steps to mitigate its costs. The amount if any of reasonable costs payable will be determined solely by the Authority.
- 26.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Control

- 26.15. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 26.16. The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.17. Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 26.15 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 26.18. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 26.1 providing the Grant Recipient with notification of its proposed action in writing within one month of:

- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

26.19. The Authority is not entitled to terminate where an approval was granted prior to the Change of Control.

27. EXIT PLAN

27.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within 3 months of the signing of the Agreement and shall comply with the exit provisions set out in the Agreement.

28. DISPUTE RESOLUTION

28.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Agreement.

28.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Agreement) shall be referred in the first instance to the Parties Representatives.

28.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of three months, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

29. LIMITATION OF LIABILITY

29.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to Third Parties.

29.2. Subject to this paragraph 29, the Authority's liability under the Agreement is limited to the amount of Grant outstanding.

29.3. Where the Recipient has employees to support the Funded Activities it should manage them efficiently to minimise its redundancy liabilities.

29.4. The Recipient shall not use the Grant to pay redundancy costs:

- (i) in excess of its statutory redundancy liabilities; or
- (ii) for any period of employment prior to an employee's involvement in the Funded Activities.

30. VAT

- 30.1. If VAT is held to be chargeable in respect of the Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 30.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

31. CODE OF CONDUCT FOR GRANT RECIPIENTS

31.1. The Grant Recipient:

- 31.1.1. acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct;
- 31.1.2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 31.1.3. acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.1.16.

32. NOTICES

- 32.1. All notices and other communications in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

33. GOVERNING LAW

33.1. The Agreement is governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

SIGNED by:



.....
Steph Roberts-Bibby
Interim Chief Executive
for and on behalf of the
Youth Justice Board for England and Wales
Date: 20/07/2023

RECIPIENT

We agree to the Youth Justice Board’s Terms and Conditions for the period 1st April 2023 to 31st March 2024 for the grant to be made to the local authority.

Please insert in the box below the name of the Local Authority with responsibilities for the Youth Justice Service (YJS) ² :

Youth Justice Service Manager

E-signature or signature:
Print Name:
For and on behalf of:
Email:
Date:

Local Authority Chief Financial Officer (S151)

E-signature or signature:
Print Name:
For and on behalf of:
Email:
Date:

- Save this file using your **YJS name** as the file name.
- To be emailed before **4 August 2023** to YJBGrants@yjb.gov.uk
- Please ensure **all signatories are copied in the email** before submitting to YJB.

² The statutory definition of a local youth justice service is contained in the Crime and Disorder Act 1998. In statute these are known as youth offending teams (YOTs). However, as services have evolved, they have become known by different names. We use the term youth justice services (YJSs) to acknowledge the evolution of services in all their guises and to move away from the stigmatising language of ‘offending’.



ANNEX 1 – GRANT FUNDING LETTER

Youth Justice Board for England and Wales
Clive House, 70 Petty France, London SW1H 9EX
enquiries@yjb.gov.uk
www.justice.gov.uk/youth-justice

Chair of the YJ Management Board
Head of Youth Justice Service

Youth Justice Service: **XXX**
Local Authority: **XXX**

Letter sent via email

Date: 20 July 2023

Dear Colleague,

Re: 2023/24 Youth Justice Grant Award Letter

I would like to apologise for the lengthy delay in being able to advise you of your youth justice grant for the year 2023/24. I have now received my delegated budget from the Ministry of Justice. The YJB was delegated £92.5m for grants in 2023/2024, this is an increase of 4.5% from 2022/23.

We appreciate that you face significant inflationary pressures, as well as (in many parts of the country) an increase in both the volume and complexity of the children with whom you work. In determining its budget allocation to us, the Ministry of Justice had to take account of wider financial pressures facing the department and government. This increase in funding is an uplift on last year's funding which was, in turn, the largest for many years and is an acknowledgment of the challenging context in which you are delivering critical youth justice services.

Your youth justice grant allocation for 2023/24 is £XXXXXX

As a statutory duty, local authorities are required to submit an annual youth justice plan relating to their provision of youth justice services. This duty is also outlined as a requirement of the terms and conditions of grant. In order to facilitate our oversight and analysis of the plans, we requested services to complete their plans using the structure included in the guidance notes available in the [Youth Justice Plan Guidance](#)³ on gov.uk. The guidance notes include information on what to include in your plans and advice on how to complete the document.

Youth Justice Plans were required to be submitted to us via CBU@yjb.gov.uk. Thank you to those of you who have returned them to date, those who have not please e-mail your plan to

³ <https://www.gov.uk/government/publications/youth-justice-plans-guidance-for-youth-justice-services>

CBU@yjb.gov.uk, copying in your YJB lead to ensure swift payment of your Youth Justice Grant 2023/24. You are also required to submit your quarterly data submissions throughout 2023/24.

Now you are aware of your awarded grant for 2023/24 please send the signed terms and conditions of grant to yjbgrants@yjb.gov.uk by 04 August 2023.

The Youth Justice Board will continue to focus on frontline services alongside system-wide challenges. Over the last year we have reorganised ourselves so we can have an even greater impact on the youth justice system and improve outcomes for children. Our unique statutory responsibility in overseeing the operation of the youth justice system plays a vital role in making sure that children, and the services they receive, are on the right track and that where there are concerns, they are escalated and supported to improve.

Our business plan 2023/24 and strategic plan 2021-24

This year is the final year of our 2021-24 strategic plan and, so, in the coming year we will be preparing for the next iteration which will be published for 2024-27. We will be reviewing our current strategy, looking at the evidence and what we know from our monitoring of the youth justice system. Our Board will develop a strategic direction that reflects our statutory functions and our ambitions for children and the youth justice system.

Our [business plan](#)⁴ was published in April 2023 and outlines our commitments for the coming year which will help us to have the greatest impact for children. This includes spending time in 2023-24 to embed our new way of working to strengthen our oversight and improve outcomes for children, ensuring our people have the skills and confidence they need to deliver and that our new systems give us the outcomes we intend. We have also made a commitment to becoming an anti-racist organisation by internally challenging our systems, policies and processes and working alongside external partners. Together with strengthening our oversight, we will also deliver some targeted pieces of work on four areas where the Board believes we can support constructive change. These areas of focus are courts, police, partnerships to reduce serious violence and exploitation and education.

We will continue to fund the remaining pathfinder projects in 2023/24 in order to deliver against the priorities set out in our strategic and business plan and will spend the rest of the year planning our approach to future targeted investment for 2024/25.

Once again, I would like to use this opportunity to recognise the exceptional work you, staff in youth justice services and broader children's services do, day in day out with children in and at risk of coming into the criminal justice system, thank you. We have continued to see low numbers of children entering the youth justice system, diverting them into mainstream services to ensure that they get the care and support they need to thrive. Whilst late, I hope that this letter brings you reassurance and demonstrates our unwavering dedication to supporting frontline youth justice services and acknowledging the vital work you are engaged in to prevent children offending and re-offending.

⁴ <https://www.gov.uk/government/publications/yjb-business-plan-2023-to-2024>

Yours sincerely,



Stephanie Roberts-Bibby
Interim Chief Executive
Youth Justice Board for England and Wales

E: Stephanie.Roberts-bibby1@yjb.gov.uk

CC: Local Authority Chief Financial Officer

CC: Alan Webster, Deputy Director, Youth Justice Policy, Ministry of Justice

ANNEX 2 –THE FUNDED ACTIVITIES

The principal aim of the funded activities is to prevent children offending and re-offending.

Activities should be delivered based on the best available practice-based evidence.

Governance and Leadership

Management boards must:

- Meet regularly with a minimum of 4 fully quorate meetings per year.⁵
- Review the YJS' performance and work together to address the needs of children.⁶
- As a minimum, consist of the statutory partner organisations required by legislation (police, health, probation and local authorities).
- Invite YJB representation to management board meetings and provide timely board papers.

Service Delivery

Service delivery must include:

- Delivery of the full range of youth justice services as specified in relevant legislation.⁷
- Adherence to [YJB case management guidance](#) to deliver services to children.
- Adherence to [Standards for children in the youth justice system](#) to deliver services to children.
- Compliance with audit requirements of these standards. These are currently completed triennially, and the next audit to take place 2023/24.
- Compliance with the additional oversight and support provided by the Authority, where performance concerns have been identified.
- Delivery of a Junior Attendance Centre (JAC) where a service receives funding for its delivery within their core grant allocation. Any underspend of this portion of the grant identified for JACS can be used for any other purpose provided for within the Agreement. However, JAC services must not be downgraded or restricted in order to create such an underspend.
- Use of AssetPlus as the mandated assessment tool for all statutory cases⁸

Data

Services must:

- Provide required performance data, as set out in the relevant [YJB Data Recording Requirements](#), and all key performance indicators must be submitted to the Authority quarterly.
- Transfer data via the Connectivity framework, this includes all case management and AssetPlus data sets.

⁵ [Youth justice service governance and leadership - GOV.UK \(www.gov.uk\)](#)

⁶ [Youth justice service governance and leadership - GOV.UK \(www.gov.uk\)](#)

⁷ [Crime and Disorder Act 1998 \(legislation.gov.uk\)](#) [Legal Aid, Sentencing and Punishment of Offenders Act 2012 \(legislation.gov.uk\)](#) [Police, Crime, Sentencing and Courts Act 2022 \(legislation.gov.uk\)](#)

⁸ Unless formally agreed to use an alternative tool

- Transfer confidential data between YJ Services and the YCS Placements Team via the Connectivity framework; both to ensure secure and timely transfer of information across the youth justice system and to support the safety and wellbeing of the child's entry to custody.
- Provide assurance that the systems processing children's data and connecting to the Connectivity service will meet the Government Minimum Cyber Security Standard⁹).

Reporting

Service are required to:

- Notify the Authority of all serious incidents, as set out in the [Serious Incidents Notification Guidance: Standard Operating Procedure for Youth Justice Services](#).
- Use local data/tools and the Authority's disproportionality toolkits¹⁰ to develop an action plan to address identified or anticipated disproportionality concerns.
- Prepare and submit to the Authority annually a Youth Justice Plan. The plan must be written following the [Guidance](#)¹¹ published by the Authority. The plan must be signed off by the chair of the management board.
- Publish Youth Justice Plans in line with relevant legislation¹² .

⁹ <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

¹⁰ The YJB Disproportionality Toolkits are available on the [Youth Justice Application Framework \(YJAF\)](#)

¹¹ The YJB Youth Justice Plan Guidance is refreshed annually.

¹² [Crime and Disorder Act 1998 \(legislation.gov.uk\)](#)

ANNEX 3 – PAYMENT SCHEDULE

The Grant is paid to the Grant Recipient as one lump sum when all the "current year" compliances set out below have been met. The payment schedule runs from 01 September 2023 to 31 December 2023.

Payment will be made on condition that the following information will be provided by the timescale indicated. A failure to provide this information could result in the Authority requiring that the Grant payment be returned.

30 June 2023	Youth Justice Plan	Send to: CBU@yjb.gov.uk copied to your relevant Head of Region or Wales
4 August 2023	Submission of a signed Agreement (e-signatures are now acceptable) – an email submission to the Authority must be copied to other signatories and state explicitly that the other signatories have agreed to conditions.	Send to: YJBGrants@yjb.gov.uk
31 May 2023	Submission of the signed audit certificate for the previous year's Youth Justice Grant	Send to: YJBGrants@yjb.gov.uk
31 July 2023	Submission of the planned overall income and workforce data for the YJS through YJ application framework	Contact: InformationandAnalysis@yjb.gov.uk
As per Data Recording Requirements (DRR) ¹³	Submission of quarterly YJS case management and AssetPlus data via Connectivity	Contact: InformationandAnalysis@yjb.gov.uk
31 May 2024	Submission of the signed audit certificate for the Grant (current year)	Send to: YJBGrants@yjb.gov.uk

The Grant Recipient should contact their relevant YJB Head of Oversight (for their area) if it is experiencing any delay or difficulties with any of the above.

¹³ <https://www.gov.uk/government/publications/data-recording-requirements-for-youth-justice-services-in-england-and-wales>

ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS

If this is a new setup or the bank details have changed recently from the previous year follow the instructions below.

Please note, the Grant will be paid to a **Local Authority Bank Account only**.

We require the following information on **letter headed** document (not an invoice), that cannot be edited:

Name of your Organisation

Your Address

DUNS number

Your Bank Name

Your Bank Branch

Bank Sort Code

**Your Bank Account Number
(8-digit number only)**

Bank Account Name

VAT number

Contact Name

Contact Telephone/Fax Number

Email address of Local Authority Finance Team

Thank you for your co-operation

Please email to: YJBGrants@yjb.gov.uk

ANNEX 5 – ELIGIBLE EXPENDITURE

The YJB currently provides a Youth Justice grant to local authority Youth Justice Services (YJS) for the delivery of youth justice services. This is the MoJ's contribution to front line service costs.

The Grant will be paid only in respect of Eligible Expenditure incurred by the Recipient to deliver the Funded Activities which aim to ***prevent children offending and re-offending***.

YJS will be required to clearly state within their annual Youth Justice Plan how the Grant will be spent which must be agreed by the Management Board and signed-off by the Chair. All services are provided with detailed guidance to inform preparation and against which plans will be assessed as complete.¹⁴

The Grant is intended to contribute directly to the functions of YJS including:

- Preparing pre-sentence reports
- Supervising children during their sentence
- Resettlement of children leaving custody
- Front-line work to reduce offending and re-offending
- Prevention - work to prevent children from offending and entering the youth justice system
- Support to children to gain improved access to further education and employment opportunities and providing IT
- Improving children's life skills with a view to building their resilience and independence away from offending choices
- Where applicable on Junior Attendance Centres

¹⁴ <https://www.gov.uk/government/publications/youth-justice-plans-guidance-for-youth-justice-services>

ANNEX 6 – AGREED MILESTONES, PERFORMANCE MEASURES & OUTCOMES

Milestones

The Grant supports the front-line delivery of essential youth justice services for children. The effectiveness of YJS has been a critical enabler to the significant reductions in the use of custody and the commensurate financial savings that have been achieved across the whole system. All activities should meet the principal aim to prevent children offending and re-offending

The outputs from the Grant are:

- The requirements in relation to governance and leadership
- The requirements as agreed on service delivery
- The requirements as agreed on data recording
- The requirements as agreed for reporting

Services should be delivered in line with standards for children in justice and utilising the latest case management guidance

Performance Measures & Outcomes

As an independent public body with responsibility for monitoring the youth justice system, the Authority gathers information and assess its effectiveness. It aims to form an expert view of how the system can prevent offending and deliver the best outcomes for children who offend and for victims of their crime.

The Authority's work is guided by a child first principle, which puts children at the forefront of all its work. It is committed to this principle given the growing evidence that the supportive and effective approach this offers children, and how it aims to prevent offending and reoffending. The Authority wants to fulfil its vision through ensuring that its work is targeted using the youth justice system aims that apply to the whole system. The outcomes will be to:

- Reduce the number of children in the youth justice system
- Reduce reoffending by children in the youth justice system
- Improve the safety and wellbeing of children in the youth justice system

Improve outcomes for children in the youth justice system



Data Recording Requirements

Data Recording Requirements for youth justice services

in England and Wales

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April 2023 to March 2024

Version 1.0

Data Recording Requirements

Change log

Version	Date	Section	Details of change



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Introduction

This document describes how youth justice services (YJSs) submit data to the Youth Justice Board for England and Wales (YJB) and provides detail around what is collected and how it's recorded.

In addition, it details changes to data recording from the previous Data Recording Requirements (DRR) including new fields and additional guidance to some existing fields.

New key performance indicators (KPIs) are being introduced from 1 April 2023. The DRR sets out the new fields being introduced into case management systems (CMS) that will be used to record data against these KPIs. As previously communicated, we have extended the data submission deadline for quarter one (covering the period 1 April 2023 to 30 June 2023), by one month to 31 August 2023 to give as many YJSs as possible, the opportunity to submit KPI data via their case level data returns rather than having to complete the KPI template.

In addition to the new data being collected around the KPIs, there are some updates to reference data and other new fields being introduced, most of which are due to changes arising from the Police, Crime, Sentencing and Courts Act 2022.

A case-level submission to the YJB of data for individual children is the principal requirement for YJSs. Some data must still be submitted at summary-level via web-forms. The [Data Submission Procedure](#) section of this guidance provides the details of how these submissions take place.

YJSs should always submit case level data via Connectivity. YJSs having issues with Connectivity should contact their CMS supplier in the first instance and then contact it.support@necsws.com if the supplier is unable to help. If it is not possible to submit via Connectivity, a secure email with all XML parts in a single zip file will be accepted.

YJSs are reminded of their legal obligation to provide the YJB with quarterly data in a timely and accurate manner. Failure to do so can result in delays or withdrawal of the YJB grant.

There are some changes to data requirements this year. These changes are provided in more detail on the next page. Thanks to all YJS colleagues who helped to contribute towards this.

The DRR may be updated during the year, not with new requirements, but specific guidance around improving data quality if identified. YJSs will be notified when any changes to the DRR document are made.

For queries or feedback on any aspect of the YJS Data Recording Requirements, please email statistics@yjb.gov.uk.



Changes to data collection – key performance indicators

[New KPIs](#) for YJSs are being introduced from April 2023. The Ministry of Justice developed these new KPIs to reflect areas that are strategically important in delivering effective services for children and will provide an understanding of how YJS partnerships are responding to this different context.

While some of the data required for the new KPIs can be derived from existing fields, other data required needed new fields to be developed. The YJB have been working closely with CMS suppliers to ensure that data can be recorded in the most appropriate places within the CMS. Until YJSs have the relevant updates to their CMS, this data should be recorded on the KPI template. The following link provides [further information](#) on the new fields being used.

The new KPIs are

- **accommodation** – this KPI focuses on the type of provision children are in at the start and end of their orders and the suitability of accommodation.
- **education, training and employment** – this KPI looks at children in full time and part time ETE at the start of their orders, whether ETE provision was suitable and the type of provision they're in as well as the number of hours offered and attended.
- **special educational needs (England) / additional learning needs (Wales)** – this KPI looks at the number of children with SEND for England or ALN for Wales by type of order, whether they have a formal plan in place and whether they are in suitable ETE.
- **mental health and emotional wellbeing** – this KPI requires YJSs to record how many children are screened or assessed to understand their mental health and emotional wellbeing needs.
- **substance misuse** - this KPI looks at the number of children with a screened or identified need for an intervention or treatment to address substance misuse and of that, the number of planned/offered treatment and the number of children attending intervention/treatment.
- **out of court disposals** - this KPI requires YJSs to record: the number of children with interventions ending in the period, the number of children who completed the intervention programmes in the quarter and the number of children who did not complete intervention programmes in the quarter.
- **wider services** - this KPI requires YJSs to record children who are classified as a currently care experienced child (known in statute as a 'Looked After Child'), a 'Child in Need' or who are on a 'Child Protection Plan', an 'Early Intervention Plan' or who are referred to Early Help services.
- **management board attendance** - this KPI requires YJSs to record the number of senior partners attending the quarterly meetings, and of those senior partners was data presented which identified areas of disproportionality.
- **serious violence** - this KPI requires YJSs to record children cautioned or convicted of Serious Violence on the YJS caseload.
- **victims** - this KPI looks at the number of victims resulting from offences committed by children on the YJS caseload, the number contacted, and the number engaged in restorative justice opportunities as well as those who requested and were given further information and support.



Changes to data collection – other changes

New reference data and fields

In addition to the new fields being added for the KPIs, there are several other new fields and reference data being introduced for the 2023/24 reporting year

- reference data for diversionary outcomes have changed to include Outcome 22 outcomes and NFA Outcome 20/21 outcomes and the removal of 'Other informal action' outcomes – the following link provides [further detail](#).
- new ethnicity reference data to allow 'Roma' to be recorded as an ethnicity as per the 2021 census question.
- addition of 'No religion' to Religion enumerations
- a new list of Activity types that can be undertaken as part of a Referral Order or Youth Rehabilitation Order
- new reference data for new YRO requirement - 'electronic whereabouts monitoring' requirement
- new fields to record number of hours mandated during unpaid work requirements, and how far these are completed
- new MAPPA reference data with addition of 'Terrorist Offenders'

Changes to practice and data no longer required

- Reparation Orders are no longer available for children – CMS suppliers have been asked to remove this as a legal outcome
- Education requirements - the PCSC Bill amends the YRO education requirement to specify that it can be imposed on children who have offended beyond compulsory school age, provided they are still of the age where they must participate in compulsory education or training.
- Detention and Training Orders (DTOs) can now be of any length between four and 24 months
- The maximum number of hours of curfew orders has been increased from 16 to 20.
- YROs with Intensive Supervision and Surveillance (ISS) – extended activity requirements - the Bill extends the maximum length of the extended activity requirement of a YRO with ISS from 180 days to 365 days.



Data quality focus – diversionary outcomes

Diversionary outcomes

The recording of all YJS diversion work is mandatory. This is to provide a more complete picture of YJS caseloads and a better understanding of the type of diversionary work been undertaken by YJSs.

There are two types of informal out-of-court disposals that YJSs should be recording as diversion, neither of which result in a criminal record for the child:

1. Community Resolution (CR)
2. No Further Action (NFA)

These disposals will be recorded on police systems under the following outcome codes:

1. Community Resolution (CR): Outcome 8.
2. No Further Action (NFA): Outcome 22 - used when diversionary, educational or intervention activity has been undertaken and it is not in the public interest to take any further action. Requires joint decision making between police and YJS.
3. No Further Action (NFA): Outcome 21 & Outcome 20 - used when further investigation, that could provide sufficient evidence for charge, is not in the public interest (includes dealing with sexting offences without criminalising children), or where action resulting from a crime has been undertaken by another body/agency. Where these outcome codes are used diversionary intervention activity will be offered on an entirely voluntary basis, this may or may not be delivered by the YJS depending on local arrangements.

(It is acknowledged that other NFA outcome codes are used by police, but those listed above are considered specific to YJS diversion work and should be captured for diversion data recording purposes.)

We are aware that YJS may use different terms locally to describe their diversion work, but it is important that YJS ensure that they have clarity on the type of informal out-of-court disposal issued to a child, and corresponding police outcome code used. This is to support accurate data recording in YJS case management systems.

Further recording guidance around these outcomes is in the section on [legal outcome types](#).



Data quality focus - PNC numbers

There has been a renewed focus on this important data item recently as it's needed to match across datasets including the Police National Computer (PNC) itself for research purposes. Better match rates will contribute to better research, which will hopefully lead to better outcomes for children.

YJSs should have robust processes in place to ensure PNC numbers for children cautioned or sentenced are both initially received in documents from the police or courts and where they are missing, a way to obtain them via the police secondee or through other means. As part of quarterly data validation, the YJB will upload a list of CYPIDs, dates of birth and invalid PNC IDs to assist YJSs with this process, where resubmissions can be made once the missing IDs have been input or invalid PNC IDs changed to valid PNC IDs.

The YJB's Statistics and Analysis Team carried out an assessment of completeness of PNC IDs and found this identified the following as the main issues affecting data quality for this field:

Dummy PNC IDs

The most common reason for invalid PNCs, accounting for over 70% of cases, is dummy PNC IDs being used (for example 0000/0000000A). This guidance suggests using a dummy PNC ID if it has not been possible to obtain the actual PNC ID. This should be only be used in exceptional circumstances and YJSs should contact police colleagues to obtain the PNC ID where possible if it hasn't been provided via charge sheets or in court documents.

'Withheld' or 'Missing'

Several YJSs have Withheld or Missing PNC IDs. Where this is happening, YJSs should contact their CMS supplier to ask them to enable PNC IDs to come through as part of quarterly returns. For those cases where PNC numbers aren't being received on charge sheets, please contact your police secondee or local police force and ask them to ensure these are filled in before passing onto the YJS.

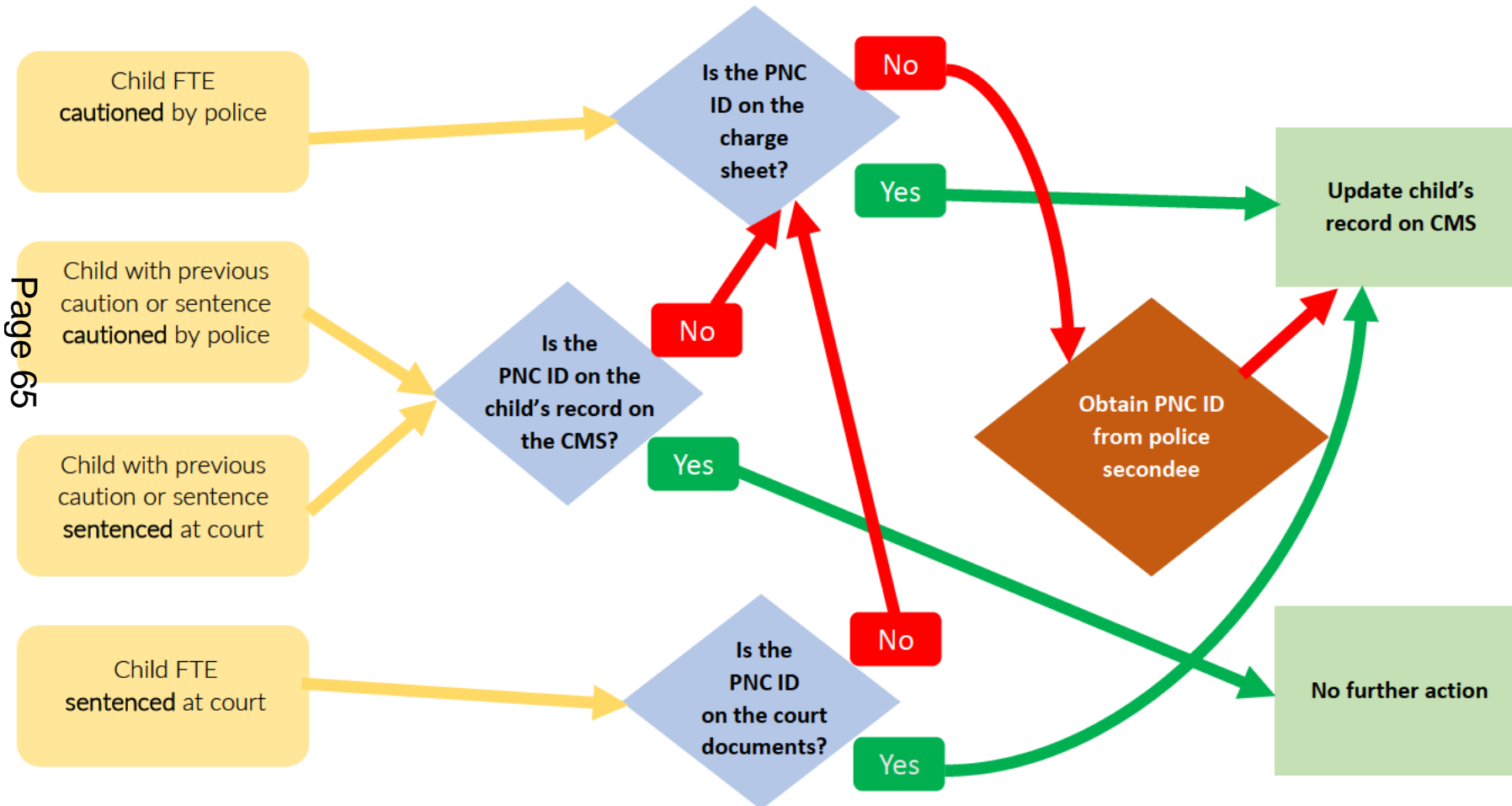
Incomplete years

The first part of the PNC ID is a year code (e.g. 2022). A small proportion of PNC IDs are coming through with incomplete PNC IDs (e.g. 0022 or 2200). Where PNC numbers come through from the police or courts in this format, YJSs should ensure the complete and correct year code is entered.



Data quality focus - PNC numbers – example process map

The process map below is an example of how YJSs could initially obtain PNC IDs and what could be done if it isn't received at first. YJSs are free to follow any process they wish around this but should ensure PNC IDs are input on the CMS for all children who are cautioned or sentenced.



Data Recording Requirements

Data submission procedure

Data submission procedure

All YJSs must make a **quarterly case-level submission** by the required deadline. As mentioned in the introduction, for 2023/24, the quarter one submission has been set one month later than usual to allow as many YJSs as possible to submit the new KPI data as part of their case level return rather than through the KPI template. The case-level submission must include data for the quarter ending one month before (or two months before in the case of quarter one) the submission deadline that is as accurate and up to date as possible. By default, data relating to certain items in the YJS case-level data schema will be excluded. YJSs must not alter the default setting to include any of these items unless advised. YJSs must validate data before submission to the YJB. CMSs have validation functions which YJSs must use to ensure data is accurate. YJSs are not normally required to validate data relating to periods prior to the most recent quarter but may wish to consider limited validation of historical data.

For those not able to submit KPI data via case level data, YJSs will be required to submit their **KPI returns** via the KPI template which will be able to be submitted using the KPI tile on the Youth Justice Application Framework (YJAF).

YJSs should submit their quarterly case level data submission via Connectivity. YJSs having issues with Connectivity should contact their CMS supplier in the first instance and then contact i2nsupport@northgateps.com if the supplier is unable to help.

YJSs must make a summary-level submission annually on **Budget and Staffing**. Annual summary-level submissions for Budget and Staffing data must be made via web-forms to the YJB in the Budget and Staffing module of YJAF however an alternate address may apply locally, as access is no longer via the open web, and YJSs should check with local IT providers. The data must conform to validation checks on the web-form, which prevent submission if not observed.

While every effort will be made to publish to the proposed publication dates below, technical issues affecting YJS data at CMS or YJAF level may prevent this. This depends on a variety of factors, including completeness of returns. If the proposed dates change during the year, YJSs will be notified and the dates in this guidance will be updated.

Data Submission Deadlines and Proposed YDS Publication Dates

Quarter and Deadline			Required Data			Proposed YDS Publication Dates	
Quarter	Dates Covered	Submission Deadline	Case Level Data (inc AssetPlus and KPIs)	Budget and Staffing Return 2023/24	KPI Template (if not able to submit via CLD)	Draft YDS	Final YDS
Q1	01/04/2023 – 30/06/2023	31/08/2023	✓	✓	✓	20/09/2023	29/09/2023
Q2	01/07/2023 – 30/09/2023	31/10/2023	✓		✓	29/11/2023	08/12/2023
Q3	01/10/2023 – 31/12/2023	31/01/2024	✓		✓	28/02/2024	08/03/2024
Q4	01/01/2024 – 31/03/2024	30/04/2024	✓		✓	29/05/2024	07/06/2024

Mandatory Case Level Data

YJSs record data on children, offences, legal outcomes, court hearings, intervention programmes, and other areas such as AssetPlus and KPI data. YJSs must submit case-level data, which the YJB can aggregate and then derive reports from. See Annex B for further details of case-level data reporting.

When YJSs make their case-level submission as described in the data submission procedure section, data will be submitted for those children on the case management system (CMS) for whom new recording for any item in the YJS case-level data schema took place during the return period selected. For these children, a full case-history will be included in the submission.

This section lists the data items in schema 8.0. Only items for which data is sent from the YJS CMS to the YJB are described here; items calculated within YJAF are excluded, e.g. Age at arrest.

YJSs must also record case-level schema items in line with guidance from CMS providers. For many items, such as date of birth, the schema item maps straightforwardly to the relevant CMS field and it is obvious which field this is. For other items it may not be obvious, particularly where recording differs significantly in each CMS, and YJSs should refer to CMS guidance to ensure correct recording.

YJSs are required to record all items in this section on a routine and regular basis, so that YJAF will contain the data the YJB needs to meet its statutory responsibilities.

Data Recording Requirements

Mandatory Case Level Data

Item	Description	Field type	Available values	Further Info
Date of birth	YJSs must ensure the dates of birth of children on their CMS are recorded accurately. They should use CMS to check if any children are recorded as having a date of birth which falls outside expected values.	Date - dd/mm/yyyy	N/A	
Sex	YJSs must ensure the sex of each child on their CMS is recorded. They should use the CMS to check if gender is recorded as unknown for any children.	Drop-down	Male Female Not Known	
Is the gender you identify with the same as your sex registered at birth?	YJSs should ensure children whose details are being entered onto the CMS for the first time are asked this question. YJSs can choose to ask existing children on the caseload this question if they choose to but we are conscious of reporting burden	Drop-down	Yes No	
If you answered "No", please give the term you use to describe your gender.	Free text	Free text	Free text	
Ethnicity	YJSs must accurately record the self-defined ethnicity of each child on their CMS according to the 18+1 classification (see Annex B). The 18+1 classifications include Gypsy or Irish Traveller and Arab. This will be held as the Ethnicity, and the YJ Application Framework will calculate the ethnicity according to the 5+1 classification and hold this as the Ethnic group.	Drop-down	W1 English/Welsh/Scottish/Northern Irish/British W2 Irish W3 Gypsy or Irish Traveller W4 Roma W5 Any other White background M1 White and Black Caribbean M2 White and Black African M3 White and Asian M4 Any other Mixed background A1 Indian A2 Pakistani A3 Bangladeshi	Further Info

Data Recording Requirements

Mandatory Case Level Data

			<p>A4 Chinese</p> <p>A5 Any other Asian background</p> <p>B1 African</p> <p>B2 Caribbean</p> <p>B3 Any other Black background</p> <p>O1 Arab</p> <p>O2 Other</p> <p>N1 Not Known/Not Stated</p>	
Nationality	YJSs should record the nationality of each child on their CMS according to the CMS dropdown list	Drop-down	As per YJS CMS	
Religion	YJSs should record the religion of each child on their CMS according to the CMS dropdown list	Drop-down	As per YJS CMS	
Immigration status	Where a child isn't a British citizen, an EU national or doesn't have indefinite leave to remain, YJSs should record the immigration status of children based on the available values in their CMS	Drop-down	<p>Asylum seeker</p> <p>Granted asylum</p> <p>Exceptional leave to remain</p> <p>Unknown status Asylum seeker</p> <p>Unaccompanied Asylum seeker</p> <p>Refugee</p>	
Preferred Language	YJSs should record the preferred language of each child on their CMS as per the standard list	Drop-down	As per YJS CMS	
'YOT'	YJSs' CMS will automatically submit the name of the YJS making the submission when the case-level submission is made. YJSs are not required to record this separately.	N/A	N/A	

Data Recording Requirements

Mandatory Case Level Data

'Current Young Person ID' number	<p>The 'Current Young Person ID' (CYPID) is the ID number assigned to each child by the YJS's CMS. YJSs do not need to record this as it is created automatically by the CMS.</p> <p>YJSs should check regularly that no child has data recorded in two different records, and therefore has more than one CYPID, as if they were two separate children. Where such cases are found, the multiple records should be merged, and all duplicate records deleted.</p>	N/A	N/A	
'Originating Young Person ID' number	<p>YJSs must record the 'Originating Young Person ID' (OYPID) where applicable, in line with CMS guidance. If recorded reliably, together with Transfer in date and Transfer out date, it will help link records in the YJAF for children who move between YJSs or have looked-after status placed out of area, and assign data to the YJS or local authority responsible for them at different times.</p>	N/A	N/A	Further info
Page 70 PNC number	<p>PNC numbers must be sent in the following format (where 'y' represents a year, 'n' a numerical value and 'A' represents a text value). 'yyyy/nnnnnnnA'</p> <p>If the PNC ID hasn't been received and if after contacting police colleagues, YJSs still don't have the ID, the value should be set as '0000/0000000A'</p>	yyyy/nnnnnnnA	N/A	Further info
Arrest date	<p>YJSs must try to ensure the arrest date of each offence on CMS is recorded accurately. This is most important where the arrest date occurs considerably later than the offence date, and particularly if a child's birthday falls between the offence and arrest dates. Where arrest dates are not recorded, standard YJB reports that need to refer to this date must use offence date instead, which can lead to anomalous data.</p>	Date	dd/mm/yyyy	Further info
Local/other status	<p>YJSs must record, in line with CMS guidance, whether children recorded on their CMS have local area status or not. Some YJSs have the choice of 'Other' or the name of one or more local areas for this field. Others can record 'Local' or 'Other' in relation to multiple dates, in which case a full history is submitted.</p>	N/A	N/A	Further info
Residence on Legal Outcome Date	<p>YJSs must record in line with CMS guidance, the residence on each legal outcome date of children in the CMS, which should be mapped to 'Local' if the YJS was responsible for the child on the legal outcome date or 'Other' if they were caretaking a child on another YJS's behalf.</p>	N/A	N/A	

Data Recording Requirements

Mandatory Case Level Data

Offence	For each offence, YJSs must record the CMS Offence description from the list of offences on their CMS. The CMS will map each offence to a YJB Offence type (see Annex B). Both the YJB offence type assigned by the CMS, and the CMS offence description recorded by YJSs will be sent to YJAF when the case-level submission is made.	N/A	N/A	Further info	
(CMS description & YJB type)		Free text	N/A		
Offence date	YJSs must try to ensure the offence date of each offence on CMS is recorded accurately particularly if a child's birthday falls between the offence and arrest dates.	Date	dd/mm/yyyy	Further info	
Offence knife-enabled status	YJSs must record whether any offence was 'knife-related', in line with CMS guidance. This field will be auto populated based on the offence selected but YJSs will still be able to manually check the box if necessary.	Tick-box	Yes No Don't know	Further info	
Offence seriousness score	The CMS will automatically submit the Offence seriousness score for each offence recorded by YJSs when the case-level submission is made. This data will allow the YJB to review seriousness scores in future.	N/A			
Hearing date	YJSs must ensure the date of each hearing on their CMS is recorded accurately. They should use CMS or YJB exception reports to check if any hearing is recorded as having a date which falls outside expected values.	Date	dd/mm/yyyy		
Plea	YJSs should record the plea of the child if applicable	Drop-down	Guilty Not Guilty No Plea Unknown Changed to Guilty Changed to Not Guilty Found Guilty		
Remand decision	The remand status that a court applies to a child must be recorded for each hearing, from the lists available on CMS, unless sentence is passed. The CMS will map each remand decision to a YJB Remand decision type (see Annex B).	N/A	Community remand	Unconditional bail Conditional bail	Further info
			Community remand with intervention	Conditional bail with tag Bail supervision and support with radio tag Bail supervision and support with GPS tag	

Data Recording Requirements

Mandatory Case Level Data

Page 72 CMS description & YJB type)				ISS bail ISS bail with radio tag ISS bail with GPS tag Remand to local authority accommodation Remand to local authority accommodation with radio tag Remand to local authority accommodation with GPS tag	
			Custodial remand	Remand to youth detention accommodation	
		Free text			
Sentence proposal (CMS description & YJB type)	YJSs must record the main proposal for sentence they make to the court for all cases that lead to a substantive outcome, i.e. the proposed sentence ranked highest in the list of substantive outcomes in Annex B. The CMS will map each sentence proposal to a YJB Sentence proposal type.	N/A			Further Info
		Drop-down	Varies by CMS		
Sentence proposal requirement	YJSs must record the main proposal for sentence they make to the court for all cases that lead to a substantive outcome, i.e. the proposed sentence ranked highest in the list of substantive outcomes in Annex B. The CMS will map each sentence proposal to a YJB Sentence proposal type.	N/A			Further Info
		Drop-down	Varies by CMS		
Court type (CMS description & YJB type)	YJSs must record the type of court at which each hearing recorded on their CMS takes place, from the lists available on their CMS.	N/A			
		Drop-down	Civil Crown Magistrates Youth		
Legal outcome	YJSs must record the legal outcome of each offence, pre-court or court, from the lists available on their CMS if a child is cautioned or found guilty	N/A	Civil orders -Criminal Behaviour Order -Gang Injunction		Further Info

Data Recording Requirements

Mandatory Case Level Data

Page 73	at court, for all children they supervise. The CMS will also map each outcome to one of the YJB outcome types (see Annex B).		<ul style="list-style-type: none"> -Community Protection Notice -Anti-Social Behaviour Injunction -Knife Crime Protection Order -Sexual Harm Prevention Orders -Stalking Protection Orders <p>Diversionsary outcomes</p> <ul style="list-style-type: none"> -Community Resolution with YOT Involvement -Community Resolution no YOT Involvement -No Further Action Outcome 22 with YOT Involvement -No Further Action Outcome 22 Deferred Prosecution/Caution with YOT Involvement -No Further Action Outcome 20/21 with YOT Involvement <p>Out of court substantive</p> <ul style="list-style-type: none"> Youth caution Youth conditional caution <p>First Tier</p> <ul style="list-style-type: none"> Absolute Discharge Conditional Discharge Fine Bind Over Compensation Order Referral Order Action Plan Order <p>Community</p> <ul style="list-style-type: none"> Youth Rehabilitation Order <p>Custody</p> <ul style="list-style-type: none"> Detention and Training Order Section 250 Section 254 Section 259 	
	(CMS description & YJB type)		Drop-down	Varies by CMS
Legal outcome date	The outcome date of each legal outcome must be recorded. The date must be the actual date the outcome was imposed, and not, for example, the date the YJS was informed of a pre-court decision.	Date	dd/mm/yyyy	

Data Recording Requirements

Mandatory Case Level Data

<p>Legal outcome requirement</p>	<p>For Youth Rehabilitation Orders (YRO), YJSs must record each requirement imposed, which will be passed to the data field Legal outcome requirement.</p>	<p>Tick-box</p>	<p>Activity Attendance Centre Curfew Drug Testing Drug Treatment Education Electronic Monitoring Whereabouts Electronic Monitoring – radio tag Electronic Monitoring – GPS tag Exclusion Intensive Fostering Intoxicating Substance Treatment Local Authority Residence Mental Health Treatment Programme Prohibited Activity Residence Supervision Unpaid Work</p>	<p>Further Info</p>
<p>Legal outcome term</p>	<p>The term that the court imposes for each court outcome must be recorded, in hours, weeks or months as appropriate. Where a court imposes more than one disposal of the same type to run consecutively, the individual term for each outcome should be recorded against each individual outcome, rather than the combined term being recorded against one of the outcomes. The Outcome term is not required for pre-court outcomes. In YJAF, the Outcome term is held in five fields, for terms in years, months, weeks, days and hours.</p>	<p>Years Months Weeks Days Hours</p>		
<p>Outcome requirement term</p>	<p>For Youth Rehabilitation Orders (YRO), YJSs must record the Outcome requirement term of each individual requirement imposed.</p>	<p>Free text</p>	<p>N/A</p>	

Data Recording Requirements

Mandatory Case Level Data

Activity requirement for YROs and Referral Orders	For YROs and Referral Orders with an Activity requirement, the type of activity must be recorded	Drop-down	<ul style="list-style-type: none"> - Restorative justice involving contact with the victim - Community reparation activity (e.g. short-term or one-off volunteering in a local service) - Training or skills-based activity - Engagement with peer support - Activity involving wider family involvement - Other 	
Outcome main/other	Where more than one outcome is given for any one offence, CMS guidance describes how YJSs should record which outcome is the 'main' outcome, which should be that ranked highest in the list of substantive outcomes in Annex B, where such an outcome is given. This data will be passed to the YJB when the case-level submission is made.	Drop-down	<p>MAIN</p> <p>OTHER</p>	
Intervention programme	YJSs must create a (intervention) programme record and record the programme type, from the lists available on their CMS, for all programmes which they manage. The CMS will also map each programme to one of the YJB programme types.			Further info
CMS description & (YJB type)		Drop-down	Varies by CMS	
Programme requirement	For Youth Rehabilitation Orders (YRO), YJSs must record each requirement imposed, which will be passed to the data field Programme requirement.	Drop-down	<ul style="list-style-type: none"> Activity Attendance Centre Curfew Drug Testing Drug Treatment Education Electronic Monitoring Whereabouts Electronic Monitoring – radio tag Electronic Monitoring – GPS tag Exclusion Intensive Fostering Intoxicating Substance Treatment Local Authority Residence Mental Health Treatment Programme Prohibited Activity Residence Supervision Unpaid Work 	Further info
Programme start/end date	The Programme start and end date must be recorded for all recorded programmes.	Date	dd/mm/yyyy	Further info

Data Recording Requirements

Mandatory Case Level Data

Requirement start/end date	For Bail Supervision and Support programmes, the start date must be the date of the first contact with the child after the court has made BSS a condition of bail, which should normally be the same day. For court outcomes, the Programme start date should be the same as the corresponding Legal outcome date.			
Intervention plan sign-off date	The date the intervention plan for the programme is signed off must be recorded.	Date	dd/mm/yyyy	
Accommodation start/end disposal	Recording for Accommodation at end of programme must be undertaken, in line with CMS guidance. The YJS's CMS may allow a value of 'Satisfactory' or 'Not Satisfactory' to be recorded for this item directly against the programme, in which case these will be mapped to the YJB values 'Suitable' and 'Unsuitable' by the CMS when the case-level submission is made. Otherwise, this item will be derived from 'Suitable' or 'Unsuitable' categories recorded against any address recorded for a child with a start date earlier than the programme end date and an end date later than the programme end date or blank; if multiple entries meet date requirements and any are 'Unsuitable', then the item will be calculated as 'Unsuitable'.	Drop-down	Suitable Unsuitable Unknown	Further info
ETE description, hours and start/end date	YJS's must record whether children on relevant disposals are actively engaged in suitable education, training and employment (ETE) when the disposal closes. 'Active engagement' is defined as 25 or more hours for children of school age and 16 or more hours for those above statutory school age. 'Relevant youth justice disposals' are defined as programmes resulting from a Youth Conditional Cautions, Referral Orders, Youth Rehabilitation Orders or the community element of a custodial sentence.	Drop-down		Further info
		Date – dd/mm/yyyy		



Key Performance Indicators – case level data fields

KPI measure	Field name in schema	Description / question in KPIs	New field(s) needed to support data collection?	Data Type / Reference data	Reference data (if applicable)
Accommodation	KPI1_AccommodationPrimaryResidence	Tick box for primary address	Yes	Boolean	N/A
Accommodation	KPI1_AccommodationStartDate ('Date' in schema)	Accommodation suitability at start of disposal	No	Date	N/A
Accommodation	KPI1_AccommodationEndDate	Accommodation suitability at end of disposal	No	Date	N/A
Accommodation	KPI1_AccommodationType	Accommodation type for child	Yes	AccommodationTypeType	At Home Bail Hostel Bed & Breakfast Foster Care (LA) Foster Care (Private) Foyer Homeless Homeless Hostel Hospital Independent living Living with family (not parents) Living with Friends Living with parent(s) No fixed abode Other Residential Unit (LA) Residential Unit (Private) Residential Unit (Secure) Supported accommodation/supported lodgings Temporary accommodation Traveller site Unknown
Accommodation	KPI1_AccommodationSuitability	Suitability of accommodation for child	Yes	SuitabilityType	Suitable Unsuitable Unknown

Data Recording Requirements

Key Performance Indicator fields

Accommodation	KPI1_AccommodationDateSecured	Date accommodation secured (in advance of release from custody)	Yes	Date	N/A
ETE	ProvisionType	Type of ETE provision	Yes	Provision_Type	Alternative Provision (above school age) Alternative Provision Other (full time) Alternative Provision Other (part time) Alternative Provision PRU (full time) Alternative Provision PRU (part time) Apprenticeship College Education re-engagement programme Electively home educated Full-time employment Mentoring circle None Other Part-time employment School (full-time) School (part time) Self-employment Supported Internship Traineeship University Voluntary work
ETE	StartDate	Start date of ETE provision (multiple ETE provision for each YP)	No	Date	N/A
ETE	EndDate	End date of ETE provision (multiple ETE provision for each YP)	No	Date	N/A
ETE	Suitability	Suitability of individual ETE provision	Yes	SuitabilityType	
ETE	HoursOffered	Hours offered per week of ETE provision	Yes	Decimal	N/A
ETE	Hours	Hours attended per week of ETE provision (existing field in schema)	No	Decimal	N/A
SEND / ALN	KPI3_SEND_Identified_SENDA LN	Does the child have an identified SEND/ALN?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify
SEND / ALN	KPI3_SENDFormalPlan	Does the child have a formal plan in place for the current academic year?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify

Data Recording Requirements

Key Performance Indicator fields

SEND / ALN	KPI3_SENDSStartDate	Start date of SEND plan	Yes	Date	N/A
SEND / ALN	KPI3_SENDEndDate	End date of SEND plan	Yes	Date	N/A
Mental Health and Emotional Wellbeing	KPI4_MH_Intervention_Type	Type of MH intervention / referral	Yes	KPI4_MH_InterventionType	Getting advice Getting help Getting additional help Getting risk support
Mental Health and Emotional Wellbeing	KPI4_MH_DateScreened	Date screened for mental health and emotional difficulties	Yes	Date	N/A
Mental Health and Emotional Wellbeing	KPI4_MH_DateReferred	Date referred for mental health and emotional needs	Yes	Date	N/A
Mental Health and Emotional Wellbeing	KPI4_MH_DateOffered	Date intervention for mental health offered to child	Yes	Date	N/A
Mental Health and Emotional Wellbeing	KPI4_MH_DateAttendedStart	Start date of child engaging with intervention for mental health	Yes	Date	N/A
Mental Health and Emotional Wellbeing	KPI4_MH_DateAttendedEnd	End date of child engaging with intervention for mental health	Yes	Date	N/A
Substance Misuse	KPI5_SM_Intervention_Type	Type of SM intervention / referral	Yes	KPI5_SM_InterventionType	Targeted intervention Specialist substance misuse treatment Complex care
Substance Misuse	KPI5_SM_DateScreened	Date screened for substance misuse and emotional difficulties	Yes	Date	N/A
Substance Misuse	KPI5_SM_DateReferred	Date referred for substance misuse and emotional needs	Yes	Date	N/A
Substance Misuse	KPI5_SM_DateOffered	Date intervention for substance misuse offered to child	Yes	Date	N/A
Substance Misuse	KPI5_SM_DateAttendedStart	Start date of child engaging with intervention for substance misuse	Yes	Date	N/A
Substance Misuse	KPI5_SM_DateAttendedEnd	End date of child engaging with intervention for substance misuse	Yes	Date	N/A
O OCD	KPI6_Successfully_Completed	Did the child successfully complete the intervention / programme?	Yes	Boolean	N/A

Data Recording Requirements

Key Performance Indicator fields



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Wider Services	KPI7_WS_CareStatusType (Actual current fieldname "Status")	Type of care status of child	No	CareStatusType	<ul style="list-style-type: none"> -Accommodated by voluntary agreement with parents (s20 Children Act 1989) -Accommodated Under an Agreed Series of Short-Term Breaks (Voluntary accommodation Wales) -Child Protection Plan -Early Help referral -Early Intervention Plan -Emergency protection order (EPO) -Freeing order granted (D1) -Freeing Order Granted (Free for Adoption Wales - D1) -Full care order (C2) -Identified Child in Need (s.17 Children Act 1989) -Interim care order (C1) -Other -Placed in LA acc under PACE 1984, including secure acc. (J2) -Placement order granted (E1) -Remand to local authority accommodation or to youth detention accommodation -Remanded to LA accommodation or to youth detention accommodation (or committed for trial Wales) (J1) -Sentenced to YRO with residence or Intensive Fostering (J3) -Single Period of Accommodation Under Section 20 (Section 76 Wales) -Social Services and Well-being (Wales) -Subject to a care order (s31 Children Act 1989) -Under child assessment order and in local authority accommodation (L3) -Under police protection and in local authority accommodation (L1) -Wardship granted in High Court and child in LA - Accommodation (Wales only) (W1)
Wider Services	KPI7_WS_CareStatusStart (Actual current fieldname "StartDate")	Start date of care status of child (statutory and non-statutory)	No	Date	N/A
Wider Services	KPI7_WS_CareStatusEnd (Actual current fieldname "End")	End date of care status of child (statutory and non-statutory)	No	Date	N/A
Victims	VictimInterventionID	ID of intervention on CMS	No	GUID	N/A

Data Recording Requirements

Key Performance Indicator fields



Victims	IdentifiedVictim	Does the child's order closing have an identified victim or victims of youth crime?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify
Victims	VictimID	ID of victim on CMS	Yes	GUID	
Victims	ConsentYJSContact	Has the victim consented to being contacted by the YJS?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify
Victims	YJSContactDate	Date YJS contacted victim	Yes	Date	N/A
Victims	EngagedRJStart	Start date victim engaged with restorative justice opportunities	Yes	Date	N/A
Victims	EngagedRJEnd	End date victim engaged with restorative justice opportunities	Yes	Date	N/A
Victims	EngagedRJ	Has the victim engaged with restorative justice opportunities?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify
Victims	ViewPrior	Has the victim been asked their view prior to OOC decision-making and planning for statutory court orders?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify
Victims	ProgressRequest	Has the victim requested information about the progress of the child's case?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify
Victims	ProgressRequestDate	Date victim requested case progress information	Yes	Date	N/A
Victims	ProgressProvided	If yes, has the victim been provided with information about the progress of the child's case?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify
Victims	ProgressProvidedDate	Date victim provided case progress information	Yes	Date	N/A
Victims	AdditionalSupportRequest	Has the victim asked for additional support?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify
Victims	AdditionalSupportProvided	If yes, has the victim been provided with information on appropriate support services?	Yes	Closed_Ended_Question_Response_1	Yes No Yet to Clarify

Data Recording Requirements

Mandatory AssetPlus fields



Mandatory AssetPlus fields

AssetPlus is a comprehensive end-to-end assessment and planning framework for use with children across England and Wales by YJSs and the secure estate. It aims to identify strengths, needs, risks and issues and to facilitate the planning of appropriate interventions for children who have offended or are at risk of offending, both in the community and custody.

From 2021/22, the YJB started collecting data from all closed question fields. These included 611 constrained value data items (drop down boxes, tick boxes and date fields).

The benefits of collecting this additional data include

- supporting the development of more sophisticated models for improving outcomes for children.
- facilitating evaluation, joint analysis and policy formation.
- enabling the YJB to consider more Child First approaches to offending rather than punitive.
- strengthening the evidence base for effective oversight of the youth justice system.

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Practitioners should ensure that stages are completed. Stages that have been stopped or not completed will not come through in the quarterly returns and this means that the most up to date assessment data relating to a particular outcome will not be reflected in any analysis.



Annual budget and staffing return

This section provides guidance on completing the annual budget and staffing return due as part of the quarter one returns.

YJSs must submit budget and staffing data for 2023/24 by 31 August 2023 via YJAF, as described in the data submission procedure section. It is particularly important that Budget and Staffing data is returned accurately and on a consistent basis in accordance with this guidance as the data is to be used to provide YJSs with a tool to analyse their funding and outcomes as compared to national average and similar YJSs of their choice.

The tables required are:

- **B5 'YOT' Budget Costs and Contributions**
- **B7 Staffing of the 'YOT' by Contract Type**
- **B8 Staffing of the 'YOT' by Gender and Ethnicity**

Data Recording Requirements

Budget and Staffing



Table B5: 'YOT' Budget Costs and Contributions 2023/24

Record financial contributions to the YJS budget for the financial year 2023/24 using standard currency format, i.e. £50,000 as opposed to £50k, etc.

Click on hyperlinks for further information.

Agency	Staffing Costs	Payments in kind	Other delegated funds	Total
Police	£	£	£	0
Police and Crime Commissioner	£	£	£	0
Probation	£	£	£	0
Health	£	£	£	0
Local Authority	£	£	£	0
Wales Assembly Government*	£	£	£	0
YJB	£	£	£	0
Other	£	£	£	0
Total	0	0	0	0

* Only Welsh YJSs need to complete this section.

In relation to services shared by consortia, the proportion of the funds that are attributable to the services used by the YJS should be included. Where, for example, YJSs A, B and C share a service with a budget of £250,000, and management information, e.g. caseload, indicates a split of services of 30% used by YJS A, 45% by YJS B and 25% by YJS C, then the budget for this service should be split as follows:

YJS A	YJS B	YJS C	TOTAL
£75,000	£112,500	£62,500	£250,000

Data Recording Requirements

Budget and Staffing



Table B8: Staffing of the 'YOT' by gender and ethnicity as of 30 June 2023

Click on hyperlinks for further information.

Ethnicity Group	Managers Strategic		Managers Operational		Practitioners		Administrative		Sessional		Student		Referral Order Panel Volunteer		Other Volunteer		Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Asian or Asian British																	0	0
Black or Black British																	0	0
Mixed																	0	0
Chinese or Other																	0	0
White or White British																	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welsh Speakers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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*Only Welsh YJSs need to complete this section.

Data Recording Requirements

Budget and Staffing



Table	Field or Column	Description/Counting rules
B5	Staffing Costs	Refers to any finances earmarked for staff salaries. This would include the total cost of the secondee to the employer, including on-going costs e.g. a Police officer seconded to the YJS
B5	Payments in Kind	Refers to payments made in the form of goods and services, rather than cash. Examples would include a YJS using local authority office accommodation or the probation service providing unpaid work placements. Although the YJS is not charged for these services, they are contributions in kind and their value should be included in the budget calculations. For services with variable take-up and no fixed budget, such as unpaid work placements and remand placements, the value of the previous years' service should be used.
B5	Other Delegated Funds	Refers to direct monetary contributions made by a partner agency to the YJS budget, i.e. all cash contributions from partner agencies for service delivery excluding any recorded under Staffing Costs above.
B5	Police	Contributions specifically from the Police budget as distinct from the PCC budget
B5	Police and Crime Commissioner	Include contributions specifically from the PCC budget as distinct from the Police budget
B5	Probation	Contributions from the National Probation Service
B5	Health	Contributions from the Department for Health
B5	Local Authority	Contributions from the Local Authority
B5	Wales Assembly Government	For Welsh YJSs only. English YJSs should ensure this data is not recorded in this field.
B5	Youth Justice Board	Record all services commissioned or delivered by the YJS which are funded by way of the single YJS grant. In relation to services shared by consortia, the proportion of the funds that are attributable to the services used by the YJS should be included.
B5	Other	Record all funding for services commissioned or delivered by the YJS which are funded from any other sources. However, only include funding for core YJS services, i.e. targeted youth crime prevention and interventions arising from court orders. Do not, for example, include all Family Intervention Project funding here if the YJS Manager merely manages the service and the budget on behalf of a wider parenting partnership.

Data Recording Requirements

Budget and Staffing



Table	Field or Column	Description/Counting rules
B7	Full time (FT)	Each full-time member of staff must be counted once.
B7	Part time (PT)	Each part-time (PT) member of staff should be counted in terms of their fulltime equivalent in the four 'PT' columns in Table B7. For example, if one member of staff works three days per week and another four days per week, count these as 1.4 staff (0.6 + 0.8).
B7	Permanent	Staff who are permanent employees of the local authority or other, broader organisation within which the YJS sits, but who are seconded to the YJS, should not be counted as permanent YJS staff. For example, a 'children and families' social worker who has a permanent contract with the County Council but who is seconded to a YJS for three years should be counted as a Social Services Secondee.
B7	Fixed-term	Staff who are employed on fixed-term contracts of more than a year. This category may include posts which are renewed on a regular basis but should not include secondees.
B7 and B8	Strategic Managers	A strategic manager is taken to be the manager with overall responsibility for the YJS.
B7 and B8	Operational Managers	Operational managers are the next level of YJS management, where this exists. Count team leaders, specialist coordinators, practice supervisors and similar in this category.
B7 and B8	Practitioners	This category includes youth justice practitioners or caseworkers and is likely to contain the bulk of the workforce. Count staff in the relevant column for full-time or part-time. This category should include senior practitioners, i.e. not operational managers or other staff with a supervisory role, but rather those senior staff who retain a case-work role.
B7 and B8	Administrative Staff	Non-practitioner support staff who do not have direct contact with children other than in an administrative role.
B7 and B8	Sessional	Sessional staff may provide specific, targeted help to the YJS on particular matters, on an occasional or part-time basis.
B7 and B8	Students/Trainees	Staff on placements and traineeships.



Table	Field or Column	Description/Counting rules
B8	Referral Order Panel Volunteer	Unpaid Referral Order panel volunteers (although some YJSs may pay subsistence and travel). This category should only include Referral Order panel volunteers.
B8	Other Volunteer	Unpaid volunteer workers (although some YJSs may pay subsistence and travel). This category should exclude Referral Order panel volunteers and only include other staff working with the YJS or its outsourced services on a voluntary basis, such as mentors, appropriate adults and victim support staff. This category does not include paid staff from the voluntary sector (e.g. Nacro ISS workers), who are covered under the section Outsourced. Count volunteers in table B8 only, not in table B7.
B7	Outsourced	Staff who work in areas of the service which are contracted out to outside agencies. These staff would not be on the YJS payroll directly but would form part of a bought-in service. These services may perform statutory YJS functions, as with ISS or bail supervision contracts. Where prevention services such as YIPs and YISPs are outsourced rather than delivered in house, these staff would also fall into this category. In order to avoid double counting, where an outsourced service is shared by two or more YJSs, it is important to apportion staff between the YJSs appropriately. This can be achieved using the proportion of services used by each of the YJSs in the consortia. Where there is confusion YJS managers will need to agree the staff numbers to be attributed to each YJS in the consortia.
B7	Temporary	Temporary or casual staff, such as agency staff, should be included in this category. Do not include staff on temporary secondments or those with fixed term contracts of over a year.
B7	Vacant	Count all posts which are vacant on 30th June 2023.
B7	Seconded Children's Services	<p>Where staff have a time-limited secondment to the YJS in their contract, they should be recorded as a seconded even though their substantive post might be as a permanent employee of the broader organisation within which the YJS sits.</p> <p>Where Education and Social Services departments have been merged, enter staff under Education. Where a seconded worker's parent organisation does not fit into one of the traditional categories, please use 'Other' (i.e. Housing, Victim Support, etc.).</p> <p>Health Secondeds must be counted in the relevant sub-categories for 'Substance Misuse', 'Mental Health', 'Physical Health' (e.g. a general health nurse), Speech and Language therapists where appropriate.</p> <p>If staff cover more than one category, count the amount of time spent in each category (e.g. if a staff member works in substance misuse half of their time and in mental health the other half, count 0.5 in each category).</p> <p>If the job description does not correspond to the listed categories, if staff cover multiple categories and the split cannot be determined or for other reasons the category cannot be determined, count in the Other/unspecified Seconded Health row.</p>
B7	Seconded Probation	
B7	Seconded Police	
B7	Seconded Health (Substance misuse)	
B7	Seconded Health (Mental health)	
B7	Seconded Health (Physical health)	
B7	Seconded Health (Speech/language)	
B7	Seconded Health (Other/Unspecified)	
B7	Seconded Education	
B7	Seconded Connexions	
B7	Seconded Other	
B7	Disabled	

Data Recording Requirements

YJB Data Categories



Annex A: YJB Data Categories

Ethnic classifications

5 + 1 category	19 + 1 category
White	White British
	White Irish
	White Gypsy or Irish Traveller
	Roma
	Any other White background
Mixed	White and Black Caribbean
	White and Black African
	White and Asian
	Any other Mixed background
Asian or Asian British	Asian Indian
	Asian Pakistani
	Asian Bangladeshi
	Asian Chinese
	Any other Asian background
Black or Black British	Black Caribbean
	Black African
	Black British or Any other Black background
Other ethnic group	Arab
	Any other background
Unknown	Unknown

Data Recording Requirements

YJB Data Categories



Offence groups

Group	Category
Person	Violence Against Person
	Racially Aggravated Offences
	Sexual Offences
Motoring	Death or Injury by Reckless Driving
	Motoring Offences
Theft	Robbery
	Domestic Burglary
	Non-Domestic Burglary
	Vehicle Theft
	Theft & Handling
	Fraud & Forgery
Other	Arson
	Criminal Damage
	Drugs Offences
	Public Order
	Other
Breach	Breach of Conditional Discharge
	Breach of Statutory Order
	Breach of Bail

Data Recording Requirements

YJB Data Categories



Bail and remand status

Group	Category
Community remand	Unconditional bail
	Conditional bail
Community remand with intervention	Conditional bail with radio tag
	Conditional bail with GPS tag
	Bail supervision and support
	Bail supervision and support with radio tag
	Bail supervision and support with GPS tag
	ISS bail
	ISS bail with radio tag
	ISS bail with GPS tag
	Remand to local authority accommodation
	Remand to local authority accommodation with radio tag
	Remand to local authority accommodation with GPS tag
Custodial remand	Youth Detention Accommodation

Data Recording Requirements

YJB Data Categories

Legal Outcome Types – Civil Orders

The following civil orders are now available for YJSs to record:

Criminal Behaviour Order	A CBO prohibits the child from doing anything described in the order (which might include a condition preventing specific acts which cause harassment, alarm or distress or preparatory acts which the offending history shows are likely to lead to offences (for example the individual entering a defined area); Requires the child to do anything described in the order (for example, attendance at a course to educate individuals on alcohol and its effects).
Gang Injunction	Gang injunctions allow courts to place a range of prohibitions and requirements on the behaviour and activities of a person involved in gang-related violence. These conditions could include prohibiting someone from being in a particular place or requiring them to participate in rehabilitative activities.
Community Protection Notice	A Community Protection Notice (CPN) is aimed to prevent unreasonable behaviour that is having a negative impact on the local community's quality of life. Any person aged 16 years or over can be issued with a notice, whether it is an individual or a business, and it will require the behaviour to stop and if necessary reasonable steps to be taken to ensure it is not repeated in the future.
Anti-Social Behaviour Injunction	An ASBI is a civil order made by the county court to compel an adult (over the age of 18) to do something, or to prevent a particular action or behaviour. They can be applied for by social landlords against tenants, owner-occupiers and non-tenants. Injunctions are used when someone is committing anti-social behaviour, including noise nuisance, verbal abuse, visitors causing nuisance to neighbours, untidy gardens and threats of violence or actual violence. Though ASBIs can't be given to children, they may still be given to those under YJS supervision
Knife Crime Protection Order	Knife Crime Prevention Orders (KCPOs) are an additional tool that the police can use to work with children and others to help steer them away from knife crime and serious violence by using positive requirements to address factors in their lives that may increase the chances of offending, alongside measures to prohibit certain activities to help prevent future offending.
Sexual Harm Prevention Order	An SHPO is imposed either when an individual is being sentenced, or following a complaint made about a person previously convicted or cautioned of a sexual offence where their behaviour suggests they may reoffend, and it is deemed necessary to prevent this. Children as young as 10 can be given SHPOs
Stalking Protection Order	A SPO is a civil order which can be sought by the police for individuals who have carried out acts associated with stalking, those posing a risk of stalking and where there is reasonable cause to believe the order is necessary to protect the other person from that risk. Children as young as 10 can be given SPOs.

Data Recording Requirements

YJB Data Categories

Legal Outcome Types - Diversionary Outcomes

Outcome Type	Mandatory or Voluntary	Description
Community Resolution with YOT Involvement	Mandatory	Community Resolutions (CR) facilitated by or partly by the YJS. A CR is an informal out-of-court-disposal that can be used when a child has accepted responsibility for an offence. The YJS will be working with the child to provide diversionary support/intervention to address unmet needs and prevent reoffending.
Community Resolution no YOT Involvement	Voluntary	Community Resolutions (CR) where upon notification by Police the YJS does not offer diversionary support/intervention to the child.
No Further Action Outcome 22 with YOT Involvement	Mandatory	No Further Action (NFA) Outcome 22 facilitated by or partly by the YJS. Outcome 22 is an informal out-of-court-disposal that results in No Further Action. It is used when diversionary, educational or intervention activity has been undertaken with a child to address offending behaviour or prevent further offending.
No Further Action Outcome 22 Deferred Prosecution/Caution with YOT Involvement	Mandatory	NFA Outcome 22 used as a Deferred Prosecution or Deferred Caution, facilitated by or partly by the YJS. NFA Outcome 22 used in place of formal out-of-court-disposals and low-level Community Orders as a deferred prosecution, or deferred caution. If the child fails to engage with diversionary activity, then the joint decision panel may decide to issue a formal caution or charge as an alternative.
No Further Action Outcome 20/21 with YOT Involvement	Mandatory	No Further Action (NFA) Outcome 20/21 facilitated by or partly by the YJS. Local practice around these outcomes may vary across different YJS. YJS may or may not provide diversionary support to children given these outcomes, where they do this will be entirely voluntary.

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Data Recording Requirements

YJB Data Categories



Legal Outcome Types - Substantive Outcomes

Group	Category
Out of court disposals	Youth Caution
	Youth Conditional Caution
First-tier penalty	Sentence Deferred
	Absolute Discharge
	Conditional Discharge
	Bind Over
	Fine
	Compensation Order
	Referral Order
	Reparation Order
Community penalty*	Youth Rehabilitation Order
Custodial sentence	Detention and Training Order
	Section 250
	Section 254
	Section 259



Annex B: Case level data – further Information

This annex contains further information around specific mandatory case level data fields.

This information can be accessed from the hyperlinks in the Mandatory Case Level Data section.

Ethnicity

YJSs must accurately record the self-defined ethnicity of each child on their CMS according to the 19+1 classification (see Annex B). The 19+1 classifications include Gypsy or Irish Traveller, Roma and Arab. This will be held as the *Ethnicity*, and the YJ Application Framework will calculate the ethnicity according to the 5+1 classification and hold this as the *Ethnic group*. The use of 19+1 is required for the Minimum Data Set agenda.

Gypsy or Irish Traveller includes Romany gypsies (see table below).

YJSs are asked to record ethnicity at the 19+1 level following forthcoming CMS releases. YJSs should continue to record ethnicity using the 16+1 categories in the meantime.

YJSs should make every effort to accurately determine the ethnicity of all children. Where YJSs are unable to do so, they should record the ethnicity as 'Not known', i.e. that the answer was not given by the child. YJSs must not record the ethnicity of a child using the 18+1 categories if the child has only been asked to self-define their ethnicity at the 5+1 level. Where YJSs have determined the ethnicity of a child only at the 5+1 level, they must also record 'Not known'.

PNC number

Mandatory data. Record in line with CMS guidance. Recording of PNC numbers locally may be helpful for YJSs for local PNC checks.

PNC numbers must be sent in the following format (where 'y' represents year, 'n' represents a numerical value and 'A' represents a text value).

'yyyy/nnnnnnnA'

YJSs should have robust processes in place to ensure accurate PNC numbers are input into the CMS for children who are cautioned or sentenced, however in exceptional circumstances where PNC numbers cannot be obtained, the value should be set as '0000/0000000A'.

Local/other status

YJSs must record, in line with CMS guidance, whether children recorded on their CMS have local area status or not. Some YJSs have the choice of 'Other' or the name of one or more local areas for this field. Others can record 'Local' or 'Other' in relation to multiple dates, in which case a full history is submitted.

Where a YJS (the 'Host' YJS) is caretaking a child who has not been formally transferred, the Host YJS should record them as 'Other'. The 'Home' YJS, for whom the Host YJS is caretaking, should retain 'Local' status for such children and ensure a complete record for the child is maintained periodically.

Where formal transfer of a child is anticipated but a test period is agreed to assess the stability of the placement, the Home YJS should also continue to record the child as 'Local' and the Host YJS as 'Other' until the transfer is formalised. When formal transfer takes place, the Home YJS must hold a complete data record up to the date of transfer, or to an earlier date from which data recording responsibility is passed on if this is agreed between the two YJSs. The new Home YJS must hold a complete record from this point forward.

For children who have experienced care, the YJS in the local authority that designated the child as having looked-after status should in all cases keep a historically complete record for the child and record them as 'Local'. The record should be complete for mandatory data items, but completeness is at YJSs' discretion for other data items. Any other YJSs working with these children should record them as 'Other' and should keep as complete a record for these children during the period they work with them as for their local children.

YJSs covering the areas of more than one local authority are required to record the local authority to which children on their CMS are allocated, and some such YJSs may choose to use Local/Other status for this purpose.

Note that although YJSs may use local methods for flagging out-of-area children, the YJB requires all YJSs to also record the 'Originating Young Person ID', Transfer in date and Transfer out date, as described in this guidance.

Offences

CMS offence description

YJB offence type

For each offence, YJSs must record the CMS Offence description from the list of offences on their CMS. The CMS will map each offence to a YJB Offence type (see Annex B). Both the YJB Offence type assigned by the CMS, and the CMS offence description recorded by YJSs will be sent to YJAF when the case-level submission is made.

All breach offences which reach the stage of being listed in court, and all other offences which result in a substantive outcome or Referral Order extension must be recorded. YJSs are not required to record offences which result in any other outcome, or which do not lead to an outcome because proceedings are withdrawn, dismissed, etc, though YJSs will likely record most of these prior to the outcome being decided.

The offence list reflects that of the Police National Legal Database (PNLD) and is in line with other criminal justice agencies.

Offence date

YJSs must ensure the date of each offence on their CMS is recorded accurately. They should use CMS or YJB exception reports to check if any offences are recorded as having a date which falls outside expected values.

Arrest date

YJSs must try to ensure the arrest date of each offence on CMS is recorded accurately. This is most important where the arrest date occurs considerably later than the offence date, and particularly if a child's birthday falls between the offence and arrest dates. Where arrest dates are not recorded, standard YJB reports that need to refer to this date must use offence date instead, which can lead to anomalous data.

CMS remand decision description

YJB remand decision type

The remand status that a court applies to a child must be recorded for each hearing, from the lists available on CMS, unless sentence is passed. The CMS will map each remand decision to a YJB Remand decision type (see Annex B).

Only the most restrictive remand status, i.e. that appearing latest in the list in Annex B, should be recorded in cases where different statuses are applied in relation to different offences at the same hearing. Alternatively, in these circumstances, YJSs may choose to create separate hearing records to record the more and less serious decisions separately.

For hearings at which sentence is passed, no remand status should be recorded, and the value 'Sentenced' will be passed to the YJB for this data item in these cases.

Offences for which sentence is not being passed should not be recorded against hearings at which sentence is passed for other offences. Again, in these circumstances, separate hearing records should be created to record separately those offences for which sentence is passed and those not.

Remand decisions where the child is electronically tagged must be recorded as such.

If a child is already serving a custodial sentence and appears in court in relation to another offence, then the 'technical' remand decision must also be recorded, regardless of whether it is remand to youth detention accommodation, conditional bail or any other decision.

CMS sentence proposal description

YJB sentence proposal type

YJSs must record the main proposal for sentence they make to the court for all cases that lead to a substantive outcome, i.e. the proposed sentence ranked highest in the list of substantive outcomes in Annex B. The CMS will map each sentence proposal to a YJB Sentence proposal type.

Both the YJB Sentence proposal type assigned by the CMS, and the CMS Sentence proposal description recorded by YJSs will be sent to YJAF when the case-level submission is made.

For cases that do not lead to a substantive outcome, YJSs are not required to record the proposal, though they will likely record it for these cases prior to the outcome being decided.

Page 99 Legal outcomes

CMS legal outcome description

YJB legal outcome type

Legal outcome requirement

YJSs must record the legal outcome of each offence, pre-court or court, from the lists available on their CMS, except as noted below, for all children they supervise. The CMS will also map each outcome to one of the YJB outcome types (see Annex B).

For each outcome, both the YJB Legal outcome type assigned by the CMS and the CMS legal outcome description recorded by YJSs will be sent to the YJB when the case-level submission is made.

Cautions and conditional cautions must be recorded. Robust data-sharing processes must be in place to ensure information about these pre-court outcomes are obtained from police, including the gender, ethnicity (18+1 category), date of birth, offence(s) and outcome date, in timely fashion.

YJSs are now required to record diversionary outcomes with YJS intervention including Community Resolutions where the YJS works with the child and other informal action where work is carried out by the YJS with a child – see Annex B for more information.

YJSs are not required to record other pre-court outcomes, including community resolutions that are facilitated exclusively by the police or other agency, etc, for the purposes of the YJB’s monitoring responsibility, though YJSs may choose to record some or all of these, particularly as police are encouraged to notify them of other pre-court disposals via Police Electronic Notification to YJSs (PENY).

Court outcomes defined as substantive outcomes (see Annex B) must be recorded. All such outcomes imposed in court, and not just the most restrictive on liberty, must be recorded.

Where a single outcome is given against more than one offence in court, the outcome must be recorded against each offence.

Where more than one outcome of the same type is imposed at the same sentencing occasion for each of a number of offences, in order to impose a longer sentence than the maximum allowed for the individual offences, then the outcome must also be recorded against each of the relevant offences.

Where an outcome is given for one offence and 'No separate penalty' is given in court for other offences at the same sentencing occasion, then 'No separate penalty' must be recorded against the relevant offences. 'No separate penalty' must not be recorded as an outcome of an offence unless it has specifically been given for that offence in court.

For the purposes of compiling data on numbers of outcomes, the YJB will count all outcomes of the same type given on the same outcome date as a single outcome.

Referral Order extensions must be recorded as such, in line with CMS guidance and not to be opened as a new referral order. This is in order to distinguish extensions from second Referral Orders which are allowed in certain circumstances under the provisions of the Criminal Justice and Immigration Act 2008.

For Youth Rehabilitation Orders (YRO), **YJSs must record each requirement imposed**, which will be passed to the data field *Legal outcome requirement*.

For the Youth Default Order, YJSs must record whether the curfew, attendance centre or unpaid work requirements have been given. Requirements or conditions for other outcomes are not mandatory.

For YROs with Intensive Fostering or Intensive Supervision and Surveillance (ISS), **these must be specifically recorded as the legal outcome**, including for YRO ISS whether it is a 12-month extended or standard-length Band 1 or Band 2 regime. The *Legal outcome requirements* must also be recorded.

Where ISS is given with a Supervision Order or Community Rehabilitation Order, YJSs must select categories from CMS lists that reflect both the court order and the ISS.

The outcomes of all breach offences which have reached the stage of being listed in court must be recorded. Against all offences of breach of a statutory order where breach has been proved, in addition to any fine or other substantive outcome imposed, YJSs must record whether the previous order was revoked or allowed to continue (or varied).

If spent when the child is referred, these outcomes do not need to be recorded, though YJSs may choose to do so. Robust data-sharing processes should be in place to ensure information about these outcomes is obtained from other agencies involved in the process.

YJSs are not required, for the purposes of the YJB's monitoring commitments, to record other court outcomes which are not substantive outcomes, or outcomes where a finding of guilt is not established because the case is withdrawn, dismissed, etc., except as noted above for breach offences.

Where outcomes are quashed on appeal, YJSs must record any new outcomes that are given and, in line with CMS guidance, record against the original outcomes their status of 'quashed'.

As the recording of outcomes on two or more different dates against the same offence(s) may relate to appealed outcomes or to outcomes revoked for resentencing, YJSs should take care with recording these different scenarios.

Data Recording Requirements

Case Level Data Further Information

The Sentencing Act 2020 brought together legislation from previous criminal justice acts and as a result the names of the long-term custodial sentences have changed to reflect the section of the Sentencing Act 2020, they are found in.

Sentencing Act 2020 sentence name	Formerly known as
Section 250	Section 91
Section 254	Section 226B
Section 259	Section 90

Offence knife-related status

YJS CMS's automatically populate this box when certain offences are recorded but YJSs still can check and uncheck this box themselves.

YJSs must record whether any offence was 'knife-related', in line with CMS guidance. YJSs should flag as knife-related any offences of 'Having a bladed article in a public place', or of 'Possession of an offensive weapon' where these relate to a knife, or any other offences where a knife or the threat of a knife was a feature of the offence, for example a robbery at knifepoint.

Offences involving other sharpened objects should also be recorded as knife related.

YJSs should record that an offence is knife-related only when the charges states this is part of the offence charges even if it's not the primary offence. If the original charges have this but are later removed, the recording of "Offence knife related status" must also be changed to reflect this and set as NO. Failure to do this can impact on the sentencing of children.



'Originating Young Person ID'

YJSs should record the 'Originating Young Person ID' (OYPID) where applicable, in line with CMS guidance. If recorded reliably, together with Transfer in date and Transfer out date, it will help link records in the YJ Application Framework for children who move between YJSs or are children with looked-after status placed out of area, and assign data to the YJS or local authority responsible for them at different times.

YJSs must record all data for out of area children with looked-after status they supervise in the same way as for all other children they supervise. Note that the YJB still requires YJSs to pass data for out of area children with looked-after status to the YJS in the placing local authority.

OYPID must be recorded for children who received a substantive outcome (pre-court or court) at one or more previous YJSs and formally become the current YJS's responsibility, whether via direct transfer or sometime after leaving the previous YJS. It is not required for those who have not received any such outcome, or those the current YJS is only caretaking.

OYPID must also be recorded for children with looked-after status placed out of area. OYPID may be recorded for children with looked-after status from a YJS's own authority as well, at their discretion.

OYPID must be left unrecorded where, to the knowledge of the current YJS, a child has not previously been supervised by another YJS and is not an out of area child with looked-after status.

Where recorded, OYPID will always consist of a CYPID and a YJB two-letter YJS code (see Annex E), separated by a dash. In some cases, a further dash and the letters 'LAC' are appended. Note that since the CYPID itself sometimes ends in a two-letter code, an OYPID derived from such a CYPID will end with two sets of two letters (and '-LAC' if applicable). Note also that the OYPID must be entered for children who transfer between YJSs even when the CMS allows the CYPID itself to be transferred.

For out of area children with looked-after status not previously supervised by another YJS, the host YJS should contact and ask the YJS in the placing authority to create a record for them if one does not exist, and the CYPID and YJB two-letter code for the placing authority YJS, with '-LAC' added to the end, should be recorded by the host YJS as the OYPID. If this is not possible, the host YJS's local CYPID may be used.

Where a YJS ascertains that a child has been supervised by a previous YJS, they must try to obtain the OYPID or CYPID recorded for the child by the previous YJS.

If the previous YJS has an OYPID recorded for the child, then the current YJS must record the same OYPID for this child on their own CMS. If YJSs fail to do this, there is potential for a child being counted more than once.

If the previous YJS has no OYPID recorded for the child, then OYPID must be recorded as the CYPID from the previous YJS with the YJB two-letter code for the previous YJS added to the end. This should also be done if the previous YJS has failed to record an OYPID it should have (because the child came to them as an out of area child with looked-after status or was supervised still earlier by a further YJS). The current YJS is not required to obtain the OYPID from earlier YJSs if the immediately preceding YJS has not done so.

Data Recording Requirements

Case Level Data Further Information



Where OYPID has been recorded with '-LAC' for a child who later ceases to have looked-after status, the OYPID should not be changed.

If a YJS is certain a child has been at a previous YJS but is unable to discover which one, OYPID may be recorded as the current CYPID, a dash, and the letters 'XX'.

The table below gives examples of how OYPID should be recorded for a child referred to a YJS 'CC', who was previously supervised by YJS 'BB' and/or by YJS 'AA' still earlier, and/or was designated as having looked-after status by local authority 'AA'.

Child designated LAC in area AA	Child assigned CYPID 1111AZ by YJS AA	Child assigned CYPID 2222 by YJS BB	OYPID YJS CC must record for child assigned CYPID 3333CC by YJS CC
-	-	-	not recorded
-	-	yes	2222-BB
-	Yes	-	1111AZ-AA
-	Yes	yes	1111AZ-AA
yes	-	-	3333CC-AA-LAC
yes	-	yes	1111AZ-AA-LAC (or 3333CC-AA-LAC)
yes	yes	-	1111AZ-AA-LAC

Intervention programmes

CMS Programme description

YJB Programme type

Programme requirement

YJSs must create a (intervention) programme record and record the programme type, from the lists available on their CMS, for all programmes which they manage. The CMS will also map each programme to one of the YJB programme types.

For each programme, the CMS will submit both the *YJB Programme type* assigned by the CMS and the *CMS Programme description* recorded by the YJS.

YJSs must record Youth Conditional Cautions where at least one post-assessment contact with the child has occurred. They may also choose to record these where only the assessment contact has occurred, or the programme was agreed but later refused.

YJSs must record Bail Supervision and Support programmes if made as a condition of bail.

Programmes resulting from relevant community-based penalties (see Annex B) must be recorded. YJSs must also record Attendance Centre Order, Curfew, Community Punishment Order or Youth Default Order programmes where they are responsible for managing these. Where YJSs do not manage such programmes, they may still choose to record them locally.

Where a child receives more than one of the same types of sentence at the same sentence hearing, YJSs should record this as one programme.

Where a child receives more than one type of YJS-managed programme at the same hearing, both must be recorded.

Where a child on one programme starts on a second programme of the same type at a later date which is to run concurrently, YJSs must record a separate programme.

YJSs may consider adopting an approach of managing concurrent programmes using the most recent programme record only, and recording contacts, Assets and intervention plans only against this most recent programme. However, this should only be done where a full assessment of the impact on practice and performance has been undertaken, and the advice of the YJB sought.

As a minimum, separate programme records must be created and the end date of the 'non-active' programmes recorded. Local recording conventions that make clear to practitioners that concurrent programmes are being managed must also form part of such a strategy.

YJSs should consider assessing the impact of the introduction of the YRO before deciding if such an approach is desirable.

For Youth Rehabilitation Orders (YRO), **YJSs must record each requirement imposed**, which will be passed to the data field *Programme requirement*.

For the Youth Default Order, YJSs must record whether the curfew, attendance centre or unpaid work requirements have been given.

Requirements or conditions for other programmes are not mandatory.

For YROs with Intensive Fostering or Intensive Supervision and Surveillance (ISS), **these must be specifically recorded as the *Programme type*** and for YRO ISS whether it is a 12-month extended or standard-length Band 1 or Band 2 regime. Each *Programme requirement* must also be recorded.

For ISS (as opposed to YRO ISS), YJSs must record a programme type from the lists on their CMS that reflects both the ISS and the substantive outcome. YJSs should follow CMS guidance where this states that separate programmes should be recorded for the substantive outcome and ISS element, and should only consider using a single programme to manage both elements where a full assessment of the impact is carried out, as described above.

The most important consideration is to distinguish between statutory and ISS contacts, and YJSs should refer to the Contacts and breach instigation section below for further guidance on recording contacts. YJSs should also consider assessing the impact of the introduction of YRO ISS before considering changes to ISS recording practice.

Programmes resulting from custodial sentences listed as substantive outcomes in [Annex B](#) must be recorded. Note that for the purposes of *YJB Programme type*, the custodial and community elements (or licence period) of custodial sentences are considered separate programmes.

Where a CMS treats them as a single programme, the CMS will map each such programme to the two separate elements when the case-level submission is made. Where a CMS treats them as two separate programmes, YJSs must create two separate programme records, one for the custodial and one for the community element.

Where still relevant, YJSs must record Integrated Resettlement Support programmes, managing them as a single programme rather than separate phases as was the case with the Resettlement and Aftercare Programme.



Programme start date

Programme end date

Programme requirement start date

Programme requirement end date

The Programme start date must be recorded for all recorded programmes.

For Bail Supervision and Support programmes, the start date must be the date of the first contact with the child after the court has made BSS a condition of bail, which should normally be the same day.

For court outcomes, the Programme start date should be the same as the corresponding Legal outcome date.

For Referral Orders, the date the Referral Order contract is agreed and signed should also be recorded, in line with CMS guidance, and it will be this date the contract is signed that is passed to the YJB as the Programme start date.

For Youth Rehabilitation Orders (YRO), YJSs must also record the individual Programme requirement start date and Programme requirement end date of each requirement.

Where Youth Default Orders are recorded, YJSs must also record start and end dates of each requirement given. This recording is not required for other programmes.

Note that in YJAF the custodial and community elements of custodial sentences are treated as separate programmes. Where a CMS treats them as a single programme, YJSs must record the dates that the custodial element starts, the release from custody occurs and the community element ends, and the release date will be mapped to both the custodial element Programme end date and the community element Programme start date.

Where a CMS treats the two elements as separate programmes, YJSs must record the release date as the end date for the custody programme and the start date of the community programme.

For Integrated Resettlement Support (IRS), the start date should be the date core provision starts, and not the date of initial engagement. IRS is to be managed as a single programme rather than separate core and aftercare phases. YJSs may choose whether to use IRS codes to manage any other resettlement programmes which are not formally IRS.

The Programme end date must be recorded for all programmes recorded by the YJS. Where a programme ends early for any reason, including revocation of the order, revocation for good progress, or transfer of the child to another YJS, to the Probation service or out of England and Wales, the end date recorded must be the date of revocation, transfer or other relevant date from which termination applies for any other reason.

Where more than one sentence of the same type is imposed at the same hearing to run concurrently, the Programme end date should reflect the longest sentence term imposed.

Where the sentences are to run consecutively, the end date should reflect the sum of the terms.

Data Recording Requirements

Annex C: YJS OU Codes

YJS Name	YJS OU Code	Two letter code for OYPID
Barking and Dagenham	FOOBK00	BK
Barnet	FOOBT00	BT
Barnsley	FOOBA00	BA
Bath and North East Somerset	FOOBN00	BN
Bedfordshire	FOOBE00	BE
Bexley	FOOBX00	BX
Birmingham	FOOBI00	BI
Blackburn with Darwen	FOOBD00	BD
Blackpool	FOOBL00	BL
Blanaeu Gwent and Caerphilly	FOOCB00	CB
Bolton	FOOBO00	BO
Blacknell Forest	FOOBF00	BF
Bradford	FOOBR00	BR
Brent	FOOBZ00	BZ
Bridgend	FOOBG00	BG
Brighton and Hove	FOOBQ00	BQ
Bristol	FOOBS00	BS
Bromley	FOOBH00	BH
Buckinghamshire	FOOBU00	BU
Bury and Rochdale	FOORB00	RB
Calderdale	FOOCA00	CA
Cambridgeshire	FOOCM00	CM
Camden	FOOCD00	CD
Cardiff	FOOCR00	CR
Carmarthenshire	FOOCS00	CS

Data Recording Requirements

YJS OU Codes



Ceredigion	F00MC00	MC
Cheshire East, Cheshire West, Halton and Warrington	F00WG00	WG
Conwy and Denbighshire	F00CN00	CN
Cornwall	F00CO00	CO
Coventry	F00CV00	CV
Croydon	F00CY00	CY
Cumbria	F00CU00	CU
Cwm Taf	F00CT00	CT
Darlington	F00DA00	DA
Derby	F00DB00	DB
Derbyshire	F00DY00	DY
Devon	F00DV00	DV
Doncaster	F00DO00	DO
Dorset Combined YOS	F00DT00	DT
Dudley	F00DU00	DU
Durham	F00DC00	DC
Ealing	F00EA00	EA
East Riding of Yorkshire	F00EY00	EY
East Sussex	F00ES00	ES
Enfield	F00EN00	EN
Essex	F00EX00	EX
Flintshire	F00FL00	FL
Gateshead	F00GA00	GA
Gloucestershire	F00GL00	GL
Greenwich	F00GW00	GW
Gwynedd & Ynys Mon	F00GY00	GY
Hackney	F00HY00	HY
Hammersmith and Fulham	F00HF00	HF
Hampshire	F00WE00	WE

Data Recording Requirements

YJS OU Codes



Haringey	F00HG00	HG
Harrow	F00HR00	HR
Hartlepool	F00HL00	HL
Havering	F00HV00	HV
Hertfordshire	F00HE00	HE
Hillingdon	F00HI00	HI
Hounslow	F00HO00	HO
Isle of Wight	F00IW00	IW
Islington	F00IS00	IS
Kensington and Chelsea	F00KC00	KC
Kent	F00KE00	KE
Kingston and Richmond	F00KT00	KT
Kingston-upon-Hull	F00KH00	KH
Kirklees	F00KK00	KK
Knowsley	F00KN00	KN
Lambeth	F00LM00	LM
Lancashire	F00LA00	LA
Leeds	F00LE00	LE
Leicester City	F00LC00	LC
Leicestershire	F00LS00	LS
Lewisham	F00LW00	LW
Lincolnshire	F00LI00	LI
Liverpool	F00LV00	LV
Luton	F00LU00	LU
Manchester	F00MA00	MA
Medway	F00ME00	ME
Merton	F00MN00	MN
Milton Keynes	F00MK00	MK
Monmouthshire and Torfaen	F00TM00	TM
Neath Port Talbot	F00NP00	NP

Data Recording Requirements

YJS OU Codes



Newcastle upon Tyne	F00NT00	NT
Newham	F00NE00	NE
Newport	F00NO00	NO
Norfolk	F00NK00	NK
North East Lincolnshire	F00NL00	NL
North Lincolnshire	F00NR00	NR
North Somerset	F00NS00	NS
North Tyneside	F00NY00	NY
North Yorkshire	F00NX00	NX
Northamptonshire	F00NZ00	NZ
Northumberland	F00NH00	NH
Tottingham	F00NC00	NC
Nottinghamshire	F00NG00	NG
Oldham	F00OL00	OL
Oxfordshire	F00OX00	OX
Pembrokeshire	F00PE00	PE
Peterborough	F00PB00	PB
Plymouth	F00PY00	PY
Portsmouth	F00PO00	PO
Powys	F00MP00	MP
Reading	F00RE00	RE
Redbridge	F00RD00	RD
Rotherham	F00RT00	RT
Salford	F00SA00	SA
Sandwell	F00SN00	SN
Sefton	F00SE00	SE
Sheffield	F00SH00	SH
Slough	F00SL00	SL
Solihull	F00SO00	SO
Somerset	F00SM00	SM

Data Recording Requirements

YJS OU Codes



South Gloucestershire	F00SG00	SG
South Tees	F00SS00	SS
South Tyneside	F00SY00	SY
Southampton	F00SP00	SP
Southend-on-Sea	F00SD00	SD
Southwark	F00SW00	SW
St. Helens	F00SZ00	SZ
Staffordshire	F00SF00	SF
Stockport	F00SX00	SX
Stockton-on-Tees	F00SQ00	SQ
Stoke-on-Trent	F00SI00	SI
Suffolk	F00SU00	SU
Sunderland	F00SR00	SR
Surrey	F00SC00	SC
Sutton	F00SJ00	SJ
Swansea	F00SK00	SK
Swindon	F00SV00	SV
Tameside	F00TA00	TA
Thurrock	F00TH00	TH
Torbay	F00TO00	TO
Tower Hamlets and City of London	F00TC00	TC
Trafford	F00TR00	TR
Vale of Glamorgan	F00VA00	VA
Wakefield	F00WA00	WA
Walsall	F00WL00	WL
Waltham Forest	F00WF00	WF
Wandsworth	F00WW00	WW
Warwickshire	F00WK00	WK
West Berkshire	F00WB00	WB
West Mercia	F00WC00	WC

Data Recording Requirements

YJS OU Codes



West Sussex	F00WS00	WS
Westminster	F00CW00	CW
Wigan	F00WI00	WI
Wiltshire	F00WT00	WT
Windsor and Maidenhead	F00WM00	WM
Wirral	F00WR00	WR
Wokingham	F00RF00	RF
Wolverhampton	F00WO00	WO
Wrexham	F00WX00	WX
York	F00YO00	YO