

Protocol and Practice Guidelines regarding the transfer of cases between:

Nottingham and Nottinghamshire Youth Justice Service and: The

Probation Service Nottinghamshire.

Terminology

PS Probation Service
YJS Youth Justice Service
CM Case Manager
PO Probation Officer

Contents

1. Protocol Aim
2. Supporting Literature
3. Transition Principals
4. Locally Agreed Transition Process
5. Youth Oder Suitability for Transfer to PS
6. Post Sentence Supervision for 18 year olds
7. Custodial Sentences
8. OMIC Offender Manager in Custody
9. Enforcement of Orders
10. Pre-sentence and other delivery reports
11. MAPPA category Transfers
12. National Security Case
13. Information Sharing
14. Post Case Transfer Procedure
15. Transfer to PS Out of Area
16. Victim Work
17. Resolving Disputes

Appendices

1. Transition Process Step by Step Guide
2. Transfer Case Summary sheet
3. Office Directory
4. Youth to Adult Transitions Framework Process Map 2021
5. EQUIP Serious Organised Crime Unit Referral Form
6. Information Sharing agreement between city/ county YJS and PS

1. Protocol Aim:

The purpose of this protocol is to ensure clear lines of accountability in relation to each service's statutory duty as well as promoting effective practice principals when working with young people who will be transitioning to adult justice services from youth ones.

2. Supporting Literature:

- [Joint National Protocol for Transitions in England \(2021\)](#)
- [NICE Guidelines Transition Children to Adults Services](#)
- [Standards for Children in the Justice System](#)
[The YJB Case Management Guidance together with the Child to Adult Transitions Framework 2021](#)
[The 'Effective Approaches with Young Adults: A Guide for Probation Services'](#)
[National Referral Mechanism Guidance Adult](#)

3. Transition Principals:

The revised National Transition Protocol describes effective transition as a process which safely manages the young person and their community, a collaborative approach with shared responsibility is key. In achieving a successful transition consideration should be held in respect to the young person's desistence's, safety and well-being assessment, risk of serious harm as well as each service statutory responsibility.

The transitions process should be underpinned by the following principals of effective practice:

1. Transition to adult services including justice ones, should be recognised as a journey, rather than a single event.
2. The transition process should recognise individual needs and safeguarding requirements, whilst considering diversity issues on a case-by-case basis. Specific considerations should be held in respect to those groups who are disproportionality represented or marginalized, including care leavers, black and ethnic minorities, and females.
3. The preparation and allocation of a PS PO for the young person's transition to adult services should commence at the earliest point.
4. All young people should have a tailored, needs led intervention plan.
5. Transition planning and delivery should adopt a flexible yet committed stance with the aim of strengthening existing desistence factors whilst seeking to develop more.
6. Multi agency working and relevant information sharing between youth and adult services is key to ensuring effective outcomes for the young person are achieved, whilst ensuring the public are protected and preventing future re offending.
7. Young people and their support network will be involved in planning for their transition at each step of the way and will understand what each stage means
8. Each transition will be reviewed to ensure continuous improvement of service delivery.

4. Locally Agreed Transition Process:

See Appendix (1) for Step by Step transfer local guidance

It is agreed that all young people turning 18 years of age, with 6 months or more remaining on their order, will be considered for transfer to the PS even if this takes the individual past their 18th birthday.

To allocate a young person at the PS the seconded PO will set up the young person on NDelius, the responsibility of this is the YJS seconded PO/ SPO but they can use the support of PS business administration if required. Once set up, the case allocation form is completed and request for allocation is made from the YJS Seconded PO via the PS Transitions Lead, who will then communicate the need for allocation to the relevant team, dependant on the address of the young person. All actions to be recorded on the relevant systems.

The PS team will allocate the young person to a PO who will take responsibility for the case transfer process on behalf of PS. Contact details of the relevant PO will be communicated to the YJS PO via a secure email address within 10 business days of being notified of a potential transfer by the YJS / YOT. If the case is not being allocated to the YJS PO then the YJS PO will introduce the PS worker to the YJS case manager via email.

The transition process should be viewed as a continuous and flexible process, with ongoing dialogue between all agencies involved. There will be a minimum of two multi agency meetings involving the young person, YJS, PS and any other key agency / persons involved in planning and undertaking the transition process. The first of such meetings is recommended three months prior to the transfer and the final, one month before the planned transfer. If a stakeholder is not undertaking the required role in supporting the transition process this should be escalated via the YJS PO in the first instance, then to the relevant transition leads for each service.

Three months prior to the agreed transfer date, it is recommended that all remaining YJS supervision contacts should be conducted at the PS premises to support the young person in familiarising themselves with this environment. This will also enable the young person to identify any potential barriers to them being able to attend at this location, which can then be addressed prior to any transfer taking place.

When the young person is allocated to the PS, this being 3 months prior to the young person's 18th birthday, it is recommended that in addition to the minimum standard in respect to multi agency transitional planning meetings. That joint supervision sessions are undertaken between the YJS CM and PO in order to build the relationship and strengthen the transition process. As a minimum the YJS and PS are required to hold 1 joint supervision which will act as the formal handover of the case to the PS.

Both services should ensure that parents/carers / support networks are involved in any discussions about the transfer to adult services and kept informed at each stage. Where it is likely to aid the young person's progress and engagement, parents/carers / support networks should be invited to case transfer meetings.

The National Protocol recognises that transitional plans and support should consider the following.

- Provide advice and information to inform the child and their family about the adult justice system.
- Seek the views of the child and their personal support network and incorporate them into their plan.
- Listen to concerns the child may have and alleviate their anxiety.
- Describe how the relationship with the allocated PO will be developed.
- Recognise which services in the YJS will/will not be available in the PS and seek to address any gaps.
- Ensure health needs (emotional, mental and physical) are planned for and managed.
- Ensure learning and communication needs are planned for and managed.
- All interventions should take into account the completed maturity screening tool, completed as part of the transition process.

All young people transferred to the PS are to be seen at least weekly until the initial OASys assessment is completed, thereafter, to be determined following this assessment.

All cases to be transferred will have:

- Transfer summary form (Appendix 2)
- Reviewed ASSET assessment, including the completion of the transfer to Probation module.
- Transition Intervention Plan
- Any other supporting documents such as, pre-sentence report, copy of the order/licence and Advanced Disclosure including up-to-date list of previous convictions and latest MAPPA minutes (if relevant), Educational Health Care Plans and any other relevant service assessments.
- Maturity Screening Tool completed.
- OASys Basic Layer 1 assessment completed by YJS PO. A PSO can only complete this assessment for medium or low risk young people.

5. Youth Order Suitability for Transfer to NPS

Nottingham city and county YJS will use local screening tools to identify those young people who are eligible for transition on a monthly basis. Whilst there is no restriction on the type of statutory orders that can be transferred to the PS what remains fundamental, is the need to jointly assess the appropriateness of their transfer. This should be based on a range of factors including whether the transfer will strengthen or add value to desistance, maturity of the young person, their risk of serious harm and safety and wellbeing assessment, public protection, whilst ensuring statutory responsibilities are delivered in the most meaningful way. The YJS seconded PO is the

lead contact within adult justice services and will provide advice and recommendations on the transitions process.

Youth Rehabilitation Orders:

It should be noted that the following requirements which can be made part of a YRO, Education Requirement and Local Authority Residence Requirement, cannot be made for any period which extends past a young person's 18th birthday; therefore they should be expired before any case transfer takes place.

Where a young person remains subject to Drug Treatment, Drug Testing, Intoxicating Substance Treatment or Mental Health Treatment requirement at the agreed date of transfer, the YJS is responsible for overseeing the transition from the current treatment provider to appropriate adult services.

Intensive Supervision and Surveillance (ISS)

Whilst It is not possible for the NPS to refuse an eligible and suitable young adult because of their ISS requirements. Careful consideration should be given to such cases and how these can be managed as part of the transition process. The revised guidance does mean that unlike previously, young people subject to Referral Orders and ISS requirements can now utilise programmes and interventions available within the PS setting.

Referral Orders

Regardless of whether the YJS agree for elements of a Referral Order to be supervised by the PS, the YJS retains a statutory duty to implement the Order and to make arrangements for supervising the child's engagement or non-engagement with the terms of their referral order contract. In operational terms this means that, if deemed appropriate, an eligible child can receive supervisory input (such as one to one or group behaviour management programmes) It is not possible for either the PS to establish staff, recruit and train volunteers to manage a Referral Order panel. The YJS retains statutory responsibility for these key functions. The PS can feed into this process working on behalf of the YJS.

Unpaid work

The previous expectation that any unpaid work hours cannot be transferred to the PS has been removed. If an 18-year-old is transferred where there are unfinished unpaid work hours, the YJS and PS need to establish local cost recovery mechanisms.

6. Post Sentence Supervision for 18-year olds

If a young person has their 18th birthday while on or before the mid-point of a custodial sentence of less than 24 months, the extended license requirement under section 256AA of the Offender Rehabilitation Act 2014 applies. The extended supervision period begins

at the end of the sentence. The period of extended supervision ends on the expiry of twelve months from the midpoint of the sentence. The extended period of supervision does not apply to young people who reach their 18th birthday after the midpoint of the DTO while serving the community element of the sentence.

This means that the young person serves half of their custodial sentence in custody, the second half under licence in the community, with the supervision period then applying until they have spent twelve months in the community since the date of their release from the custodial part of their sentence.

A four-month Detention and Training Order would mean two months in custody, two on licence and ten on extended supervision. Further details on extended supervision of those who reach 18 years old whilst serving the custodial element of a DTO can be found in the YJB practice note for YJS's and the Extended supervision: practice note for youth offending teams. The focus of the extended supervision is rehabilitative not punitive and should be on support and resettlement rather than enforcement. The decision to breach should be balanced against progress being made against the overall order and in the best interests of the young person and the public.

YJS will want to consider, with the PS PO who is best placed to supervise the young adult during the period of extended supervision, as with the criteria considered with any transfer the same principals apply and the following areas should be considered but not limited to what needs and level of support the young adult will require, their levels of maturity and any special educational needs or disabilities they have. The YJS offer for such cases as with all other transfers, may include a period of joint working between the PS PO and seconded YJS PO.

7. Custodial Sentences:

Given the very specific procedures and expectations associated with the secure estate for children i.e. liaison with Youth Custody Service (YCS) placements, it is recommended that YJS maintain supervision of children until they move into the young adult estate/women's estate, the exact length of continued support and management of the case between YJS and the PS will be determined on an individual basis.

When a child is in custody and will transfer to PS on release or soon after, the YJS should ensure that resettlement guidance is followed and that the receiving PS is expected to have contributed to the resettlement plan. Where possible every effort should be made for PS PO to meet the young person within their custodial estate prior to transfer, to start relationship building.

In these cases, at least one of the case transfer meetings will take the form of a sentence planning meeting with the young person and the relevant agencies involved based in and out of custody, this should also include the young persons parent / carers.

8. OMIC

Offender Management in Custody Model

The offender management in custody model (OMIC) is a new model that has been implemented to give more responsibility to offender managers in custody when a person will be serving a long sentence. It also introduces key work sessions in custody to ensure that frontline prison staff can build positive relationships with prisoners.

How does OMIC affect how cases are managed?

Due to OMIC there are now a few changes to who manages cases in custody depending on which sentence they have received. The differences are between whether the responsibility lies with the Community Offender Manager (COM) or the prison offender manager (POM) and are detailed below:

- **10 months or less to serve:** Cases will be allocated a COM and POM. The COM will take the lead and help prepare for release.
- **Determinate: No Parole-** The case is allocated to a POM and the COM handover process will start 7.5 months before the release date. The COM will take the lead 4.5 months before release, home detention curfew (HDC) eligibility date or when a person is a MAPPA Level 2 or 3 case.
- **Parole Eligible Sentences-** Eight months prior to the tariff expiry date or parole eligibility date cases are assigned a COM, who will take the lead with the POM as support.
- **Indeterminate:** If release is not granted at Parole, depending on the next parole review, if it is twelve months or less, or if the case is MAPPA Level two or three the COM will retain responsibility. If it is longer than twelve months then the POM will again take over responsibility until 8 months prior to the parole eligibility date, when it will switch to the COM.
- **Determinate:** If release is not granted at Parole the COM will retain responsibility as the next review should automatically be in the next twelve months.

Recall:

If a person is recalled back to custody, the COM will continue to manage the case. If subject to a standard recall, a POM will also be allocated and will take on a support role with the COM taking the lead.

Early COM Allocation

Cases can be assessed for early COM allocation ten weeks after being sentenced. The three outcomes are automatic, discretionary or not eligible. If any of the below bullet points are met, then they will be assessed as automatic for early COM allocation.

- Prisoners with Terrorism (TACT) related offences.
- MAPPA Level 3
- Critical public protection cases
- National Crime Agency Case's with a Serious Crime Prevention Order.
- High profile cases.

If assessed as an automatic or discretionary case the handover process will start at 18 months before the release date and formally handed over to a COM fifteen months prior to release.

How will OMIC impact Transition

Once a YP turns 18 years in custody and is transferred to an adult estate OMIC will apply dependant on time left to serve and sentence. This will determine if the Transition and transfer to the PS will be completed between YJS, a POM or a COM. The Transition seconded PO will need to be mindful of OMIC when requesting PS allocation. Transition seconded PO can continue Transition work/ support no matter who the YP is allocated to.

9. Enforcement of orders.

A young person being in breach of their Order should not prevent the transfer to the PS being commenced at the earliest opportunity; however, any enforcement action should be completed prior to the transfer process being finalised. If the recommendation is for the young person's Order to be revoked and resentenced appropriate sentencing options and proposals should be discussed with the relevant PS Assessment Team and/or Seconded PO.

Referral Orders

The YOT/YJS retains a statutory duty to implement the Referral Order and to decide arrangements for supervising the child's engagement or nonengagement with the terms of the referral order contract. Any breach will be heard in the Youth Court where the child is under 18 years of age, and in the Magistrates' Court where 18 years or older.

Youth Rehabilitation Orders

Where a young person has failed to comply with a Youth Rehabilitation Order (YRO) they can be summonsed or an arrest warrant issued, directing them to appear before the appropriate court, youth if under 18 years and Magistrates if over 18 years. Where the original YRO was imposed by the Crown Court, the breach will be heard at the Magistrates / Youth Court, unless the Crown Court has made a direction that any further proceedings related to the YRO are to be heard in the Crown Court.

Custodial Sentences

Breach proceedings in relation to DTOs can only be brought before a Youth Court however, there is a right of appeal to the Crown Court in relation to any order made where the court is satisfied that the offender has failed to comply with supervision requirements.

Where a young person has received a s.91 sentence and it appears, on the given information, that the young person has failed to comply with a requirement of their sentence the young person can be summonsed or an arrest warrant issued, directing the young person to appear before the appropriate court. Where the young person is under

18 years of age this will be the Youth Court; where the young person is 18 years or older this will be the Magistrates' Court.

10. Pre-Sentence Reports (PSR)

In cases where a PSR is being prepared on a young person nearing the age of 18, the YJS PSR author, if not the seconded YJS PO, should liaise with the seconded PO to gain information regards appropriate sentencing options and proposals.

When YJS/ YOT PSR authors are allocated a report where it is evident that there is an adult co-defendant the YJS author needs to liaise with the PS to discuss the proposal concordance with the PS PSR author.

For those cases who may be 18 years old and a request is made for the YJS to undertake a pre-sentence report, in most cases the local transition YJS PO will undertake the assessment using OASYS and complete the pre-sentence report. This will enable efficiency post sentence locally in a PS PO being allocated. It is agreed locally that in such cases the PS transition lead will countersign the OASYS and pre-sentence report. PO's can complete for any assessed risk level including high whereas any PSO must only complete medium and Low OASYS assessments.

11. MAPPAs Category Transfers.

The transfer of any young person who is being managed within Multi Agency Public Protection Arrangements (MAPPAs) will be identified and allocated 6 months prior to the young person's 18th birthday.

If a young person is being managed under MAPPAs category 2 PS will chair the MAPPAs meetings. Level 1 MAPPAs will be managed by YJS until transferred.

YJS will be invited to PS led MAPPAs arrangements.

12. National Security Cases

A child may meet the criteria to be managed by the National Security Division¹⁵, upon transition to the PS. Whilst it is likely (particularly for those in custody) that such cases will have been identified earlier on in the child's sentence, consideration of eligibility should take place at least 6 months in advance of their 18th birthday. It should involve as a minimum both the seconded Probation Officer, YJS case manager and allocated Probation Officer in the PS. The allocated Probation Practitioner in the PS region is responsible for referring the case for consideration for National Security Division management following the established protocol/triage process. The process for transferring a case to the National Security Division is outlined in EQUIP.

13. Information Sharing

The YJS and the PS partnership is responsible for maintaining an information sharing protocol in relation to those who:

- will remain under YJS supervision at the age of 18.
- will transfer to PS supervision at or around the age of 18.
- who come to the attention of the PS after the age of 18 but who were previously known to the YJS.

If the PS are writing a PSR on an 18-20-year-old, the agreement is that the PS will as a minimum undertake a known person check with Social Care and contact the YJS to identify if the young person has been known. Locally the Asset Plus will be shared and any other relevant risk information under the duty to safeguard legislation .

Not every young adult open to the PS will go through a formal transition process and requests for information should be made by the PS to the relevant YJS when this is the case. This request for information should be made within the first 15 working days of sentence and can include (but is not limited to): previous assessment, risk factors, safety and well-being judgements and significant events

14. Post case transfer procedures

Following a young person transition the expectation is that a post transition review meeting is held after 4-6 weeks to review the transfer and overcome any barriers.

Locally YJS seconded PO will check the progress of the transitioned young person after 3 months, to identify if the young person has engaged, re-offended or in breach.

Locally themed audits held periodically to review in-depth the transition process, in doing so the YJS will seek to gain the young person / carers voice of their overall experience in respect to transition, which will then be used to improve service delivery.

15. Transfer to NPS Out of Area

If a young person is to be transferred to an out of area the PS service to what they are currently supervised in, it may not be possible to arrange the three multi agency professional meetings, however consideration should be given to the role of virtual meetings. The principals of good practice relating to transitions still apply to such cases.

16. Victim Work

It is acknowledged that many young people are also victims of crime. Where the trauma experienced by a young person is left unaddressed, they may themselves become a perpetrator of crime.

Nottinghamshire / city YJS PS is committed to working in a trauma informed manner and all YJS staff have received training.

Several YJS staff have also received specialist training in the Routine Enquiry Adverse Childhood tool kit

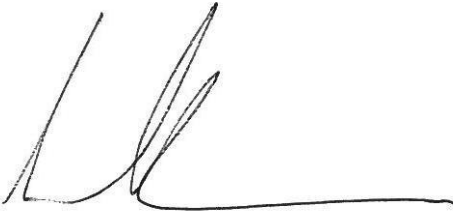
Within Nottinghamshire young people who have emotional and mental health needs which may be as a result of being a victim are supported where threshold is met, by Nottinghamshire Childrens and Adolescent Mental Health Services, those young people turning 18 years open to this service will be transferred to adult mental health services upon turning 18 years.

The National Referral Mechanism identifies young people who have been victims of child trafficking and exploitation. Upon turning 18 years any identified young person who has a reasonable grounds NRM will receive information regards consent to support post 18 years.


[Nottinghamshire Victim Care](#) a free and confidential service available to all victims of crime and anti-social behaviour in Nottinghamshire. Commissioned by Nottinghamshire Police and Crime Commissioner (PCC), The service supports Victims and survivors to be resilient and in doing so are less likely to be re-victimised; empowered to cope and recover from crime and anti-social behaviour by timely and effective victim-centred support from local services, families and communities. Victims do not have to report a crime to access the service. See website link for referral advice.


17. Resolving disputes

Should any dispute arise between the YJS and the PS this should be escalated through the relevant organizational line management structure in accordance with the relevant agency escalation procedure. In the rare occasions where this process is not able to resolve the situation, then the YJS Management Board must be alerted and become in resolving the issue (as the YJS Management Board has Senior Management representation from the YJS and PS).

Signed for and on behalf of The Youth Justice Service Nottinghamshire.	
Signature	
Name	Rachel Miller
Position	Nottinghamshire Group Manager for Early Help and Youth Justice

Date	26.8.22
------	---------

Signed for and on behalf of The Youth Justice Service Nottingham City.	
Signature	
Name	Simon Newling-Ward
Position	Nottingham County YJS Service Manager
Date	24.08.22

Signed for and on behalf of The Probation Service	
Signature	
Name	Saika Jabeen & Kat Johnson
Position	Head of Notts county and city PDU Probation service
Date	26.08.22

Publication date:

Review date:

Appendix:

Appendix (1)

STEP BY STEP GUIDE

Check transitions list. Cases are eligible to move to probation if:

-They have at least 6 months left of an order

Email case manager at YJS asking if they will be transitioning over to probation. If YJS are retaining the case then you do not need to complete the following steps.

You can offer transition sessions with the young person if deemed necessary. If yes send them the transfer form to complete and collect the docs from them/CAPITA:

-[Transfer to probation form](#)

- Transfer to probation ASSET (can go later if not fully finished)

-CPS/ADI

-PSR

- Court order

- Pre cons
- EHCP – Educational Health Care Plan (liaise with Futures ETE advisors to get this)
- Maturity Screening Tool

Email case admin at probation to request the case is set up ready for transfer include the above documents and the transfer form. The allocated admin staff is - Olivia.Labbate@justice.gov.uk. Olivia lets you know when this has been set up.

Go to offender and create an NSI under offender-

Provider: EXT-PS East Midlands Region

NSI intervention: YJS (PS use only)

Today's date

Provider: EXT-PS East Midlands Region

Team: YOS East Midlands

Officer: you

Status: Initial Pre-Transfer Meeting (status to be updated following handover meeting and when handover is complete by going back to the NSI)

Send an email to PS Transition Lead- Bharti.Calame@justice.gov.uk letting her know that a probation officer needs to be allocated to the case. Include a summary of the offence, how long they will have left on their order/licence following their 18th birthday or transfer, current circumstances, their address (to determine which team it needs to be allocated to), level of risk and the young person's needs. Outline that the OASys basic layer one will be completed.

Go to OASys and search- you might have to do this using the search CMS button if they have not been set up yet so it will create a profile for them

Click create assessment and create- Risk of harm assessment, basic layer 1, basic Complete the risk assessment and sign off- if high send to Bharti

When you received confirmation of allocation let the YJS case manager know and ask them to get in touch with the probation officer to arrange a handover. They will confirm between them the best way to do this but there must be at least one professionals' handover and one with the young person- this can also be as many as possible though.

Pre-Sentence Reports –

When allocated a PSR (18 year olds only) that will be transferred to PS from sentencing, you follow the step by step guide above with the following differences:

- **Instead of emailing Olivia please email Probation Magistrates Court admin team –MidlandsNPS.nottsmags.court@justice.gov.uk to request that they set the case up on NDelius. You include all the documents outlined above.**
- **Once the PSR has been completed make sure that it has been uploaded to NDelius and sent to the Court.**
- **Bharti will countersign these PSRs and the basic layer one OASys not YJS managers therefore when you are allocated this type of PSR inform Bharti and arrange a time for her to countersign your report and OASys prior to the Court date.**

You do not need to request allocation as this will be completed at the Probation Court Team following sentence.

Appendix (2)

CASE TRANSFER SUMMARY FROM YOUTH JUSTICE SERVICE

Youth Justice Service to complete sections one, two ten and eleven

Case number		PNC		Date Referred	
-------------	--	-----	--	---------------	--

Section 1 – Offender Details

LAST NAME					
FIRST NAME(S)					
ALIAS					
DOB		AGE		GENDER	
RACE		ETHNIC ORIGIN			
DISABILITY/MOBILITY ISSUES					
ADDRESS					
TELEPHONE NUMBER					
YOI ADDRESS if applicable					
PRISON NUMBER					
RELEASE DETAILS					
EARLY RELEASE		ACTUAL DATE			
LICENCE END		SENTENCE END			

Section 2 – Details of Current Order / Licence / Any breaches?/ Risk

Sentence Date		Court	
Offence(s) & Dates		Outcome	

Is Offender subject to a Criminal Behaviour Order or Restraining Order? if so please give full details and attach copy of order
Information for Transfer- brief answers (ie, yes/no) give details where necessary
Escape/abscond issues?
Have there been any control issues/disruptive behaviour?
Any concerns around breach of trust?

Risk to prisoners?

Known persons at risk?

Risk to partners?

Risk to family members?

Risk to children? Any offences against children?

Risk to staff? Any previous offences against staff?

Any evidence of stalking?

Any evidence of Excessive/sadistic violence?

Sexual offending? If yes is there a Sexual harm prevention order or requirement to register?

Any concerns around self-harm?

Any concerns around suicide?

Evidence of substance misuse?

Is the person assessed as vulnerable?

Any concerns around coping in custody/hostel?

Did the offence involve carrying a weapon? Yes/No

Victim/perpetrator relationship and any victim vulnerabilities?

Been involved in any hate based behaviour?

Been assessed as high risk of harm on a previous occasion?

Been a conditionally discharged patient under section 41 of the Mental Health Act?

Any other behaviours of concern at present that contribute to a risk of serious harm?

Any barriers to transfer identified? Please give details and what needs to be put in place:

What are the young person's thoughts about a transfer to probation?

ROSH Level	low, medium, high, very high		
Risk to children	low, medium, high, very high		
Risk to public	low, medium, high, very high		
Risk to known adult	low, medium, high, very high		
Risk to staff	low, medium, high, very high		
Risk to prisoners	low, medium, high, very high		
Scaled Approach Level			
Mappa Category		Mappa Level	

Section 3 – Current Family Structure / Home Circumstances

See AssetPlus Personal, family and social factors

Section 4 – Any Significant Others

See AssetPlus Personal, Family and social factors

Section 5 – Key Contacts (e.g. Social Worker / Health Service / Compass / Connexions / Housing)

See AssetPlus core record

Section 6 – Current Situation / Areas of Concern e.g. Substance misuse / Risk Issues e.g (violence/reoffending/self harm)

See Assetplus explanations and conclusions

Section 7 – What tasks / plan was identified? (specify)

See Assetplus pathways and planning

Section 8 – What has been achieved?

See Assetplus pathways and planning

Section 9 – What action is still required?

See Assetplus pathways and planning

Section 10 – Any Breach of orders or pending charges?

Section 11 – Paperwork sent with transfer

Order / Licence / Notice of Supervision /Copy of ASBO	
PSR	
Updated Asset/Risk of Harm Asset	
Previous Convictions	
CPS Information	
Other Reports E.g. CCE/ CSE/Health/Mental Health/SLCN	
Relevant Third Party Information (Victim Contact Team)	
MAPPA Minutes (where applicable)	
Any Other Relevant Information e.g. Education Certificates	

YJS CASE MANAGER			
YJS TEAM MANAGER			
YOUTH JUSTICE SERVICE NGY MyPlace 29-31 Castle Gate, NOTTINGHAM NG1 7AR	TELEPHONE	0115 9159400	
	FAX	0115 9159401	
REFERRAL SENT TO	SPO/SAO	TEAM	DATE
ALLOCATED TO OFFENDER MANAGER NAME		DATE	
YOT CASE MANAGER ADVISED OF ALLOCATION		DATE	
AGREED TRANSFER DATE			

Appendix 3 Office Locations

Nottingham Office - Nottingham One Building, 124 Canal Street, Nottingham, NG1 7HG.

Mansfield Office - Arrival Square, 2 Station Road, Mansfield, Nottinghamshire. NG18 1LP

Newark Office – Castle House, Great North Road, Newark, Nottinghamshire, NG24 1BY

Worksop Office - 2nd Floor Crown House, Newcastle Avenue, Worksop, S80 1NX

Switchboard for all Notts offices – 0115 9111351.

Nottingham Office - 9 Castle Quay, Castle Boulevard, Nottingham. NG7 1FW 0115 908 2900

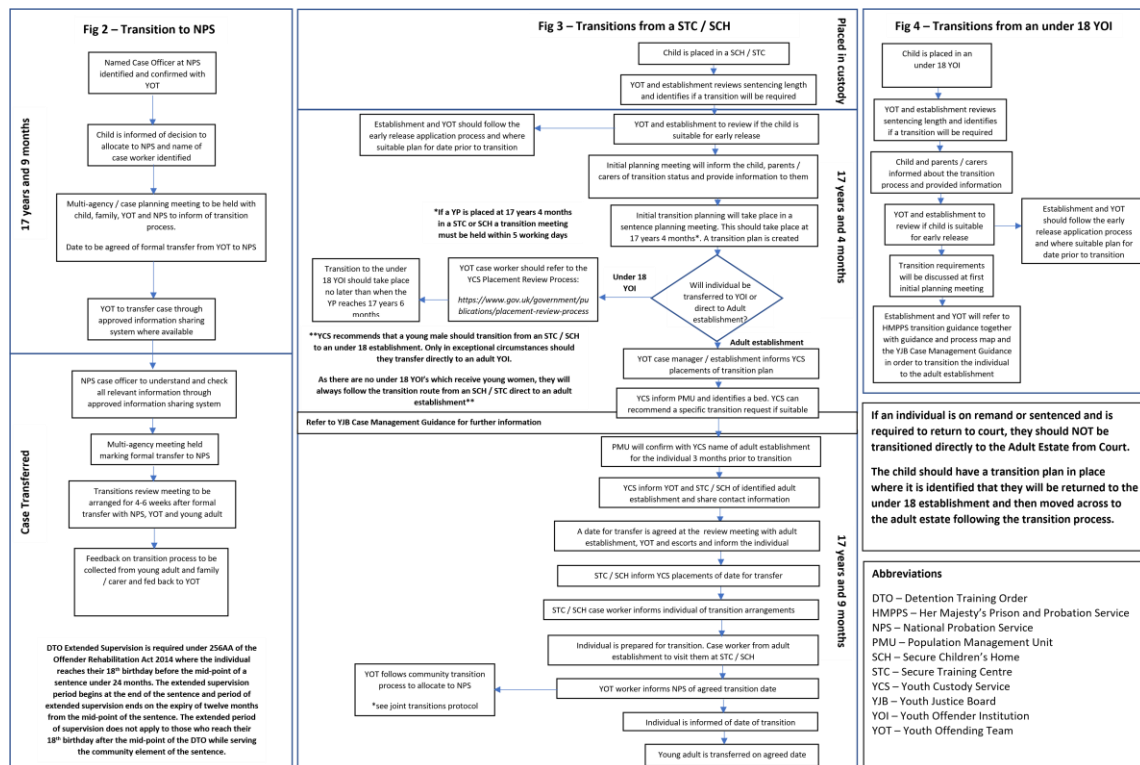
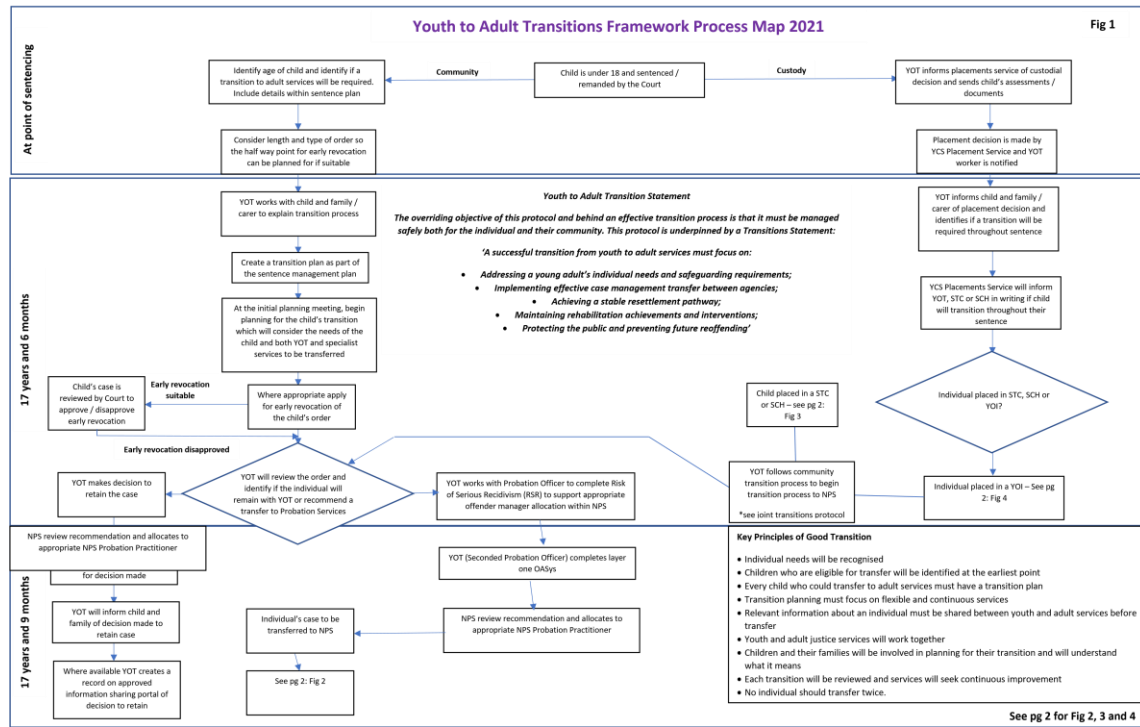
Mansfield Office - Arrival Square, 2 Station Road, Mansfield, Nottinghamshire. NG18 1LP 01623 460800

Workshop Office -,11 Newcastle Street, S80 1AX 01909 473424

Newark Office - 2nd Floor Crown House, Newcastle Avenue, Workshop, S80 1NX

Appendix 4 Transition Framework Process Map

Annex A



Appendix 5 EQUIP Serious Organised Crime unit.



**SERIOUS ORGANISED CRIME UNIT
Form 1 – Referral and Identification**

Serious Organised Crime (SOC) Case Management Referral Form

Banding is a fluid process that will be reviewed regularly. Offenders will be assessed and may move into the banded cohorts at various points. *Colleagues based in custody, in the community and within partner agencies are all well placed to make a referral into the SOC Management Model.* Where a professional identifies an offender (not currently in the banded SOC cohort) around who they have SOC specific concerns they should;

- complete the attached form prior to contacting their regional community SOCU lead
- where there are three or more questions answered yes, consideration should be given to contacting their regional community SOCU Lead (SPO) for an initial discussion
- attend meetings as appropriate to brief on the case.

The decision on whether to adopt the offender into the SOC cohort lies with the SOCU lead; it is decided on a case by case basis taking into account the individual, operational activity and risk. The SOCU lead will inform the referrer of the decision made and engage with professionals involved to support the ongoing management of the SOC nominal once in the cohort.

Name	
Date of Birth	
Delius ID (if known)	
NOMIS ID	
Current Establishment	

SOC Assessment Questions (please indicate Yes/No/Unknown)			
	Yes	No	Unknown


Is the offender known to be involved in Serious Organised Crime (through current offence/s, previous convictions or information/intelligence held)?			
Please could you put evidence for your answer here.			
Motivation			
Does the offender demonstrate ongoing desire to continue SOC criminality?			
Does the offender have good awareness of the financial benefit, support and sense of identity they receive from criminality?			
Is the offender subject of other restrictive orders (SCPO, financial reporting, travel restriction order)?			
Capability			
Do you, and/or colleagues/law enforcement partners, have concerns about growing links with SOC or involvement in SOC?			
Is the offender highly capable of serious organised criminality?			
Does the offender display a high level of knowledge/skills to maintain or develop their network in the community?			
Does the offender have access to criminal networks through family links, intimate relationships or associations through peer groups, friendships or employment?			
Opportunity			
Does the offender have a high public profile?			
Does the offender's activities allow them to continue in organised criminality?			
Has the offender been assessed as high/very high risk in OASys?			
Impact			
Do you suspect that the offender's involvement in organised crime poses a current threat to community safety?			
Do you have any concerns of high impact? Eg drug supply, terrorism? Cyber threat?			

Further information

Please use this section to provide further detailed information in support of the answers given above. You may wish to outline your general concerns and what information you are basing this on.

Click here to enter text.

For SOCU use:

SOCU officer dealing:	Date received:	Date reviewed:
Louise Holmes Serious & Organised Crime Eastern and East Mids Region (SOCU) Louise.Holmes4@justice.gov.uk  07866 155416		

Outcome:	Referrer notified:	SOCU records updated:

Appendix 6: Information Sharing Agreement City / County YJs and PS.

Information Sharing Agreement

Title of initiative: Youth to Adult Transitions

Date	15/12/2021
-------------	------------

PART A. The parties' details

Name of party	Nottingham City Council Youth Justice Service (YJS)
Party's address	Loxley House, Station Street, Nottingham NG2 3NG

Name of party	The Probation Service, Nottingham and Nottinghamshire
Party's address	9 Castle Quay, Castle Boulevard, Nottingham, NG7 1FW

Name of party	Nottinghamshire County Council Youth Justice Service (YJS)
Party's address	c/o County Hall, West Bridgford, Nottingham, NG2 7QP

PART B. TERMS

1. Definitions

In this Information Sharing Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

Criminal conviction data	GDPR Art 10, DPA 2018 s.10 and Schedule 1;
“Data Controller”	has the meaning given in the Data Protection Act 2018 and the GDPR;
“Data Protection Legislation”	the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, that is the GDPR the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner’s Office;
“Data Subject”	has the meaning given in the Data Protection Act 2018 and the GDPR;
“DPA”	the Data Protection Act 2018;
“DPIA”	the Data Privacy Impact Assessment referred to in clause 8.1;
“GDPR”	UK General Data Protection Regulation;
“ISA”	this information sharing agreement, including Parts A (The parties’ details) and Schedule 1 to Part A and B (Terms) and Part C (The Information Sharing Schedules);
Joint Controllers	under the GDPR, Part 1 of the DPA and Part 3 of the DPA means where two or more controllers jointly determine the purposes and means of processing, they shall be joint controllers;
Law Enforcement purposes	under Part 3 of the DPA, the purposes of the prevention, investigation, detection or prosecution of criminal offences or the

execution of criminal penalties, including the safeguarding against and the prevention of threats to public security.

“Parties”

means the organisations set out at Part A (‘The parties’ details) including the Parties’ contractors, service providers and other partners carrying out work on behalf of the Parties under a contract service provider agreement, service level agreement or partnership agreement;

“Personal Data”

has the meaning given in the Data Protection Act 2018 and the GDPR;

“Shared Information”

the information shared in accordance with this ISA and detailed under heading 2 (What information is being shared?) of an Information Sharing Schedule in Part C to this ISA;

“Special Categories of Personal Data”

means the categories of personal data referred to the Data Protection Act 2018 and in Article 9(1) of the GDPR;

Sensitive processing

processing for law enforcement purposes that involves

(a) the processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership;

(b) the processing of genetic data, or of biometric data, for the purpose of uniquely identifying an individual;

(c) the processing of data concerning health;

(d) the processing of data concerning an individual’s sex life or sexual orientation

“Stated Purpose”

the purpose for which the Shared Information will be shared in accordance with this ISA and set out under heading 1 (Why is the information being shared?) of the relevant Information Sharing Schedule in Part C to this ISA.

2. Introduction and clauses

- 2.1. This agreement has been set up to facilitate the lawful exchange and management of case level, person identifiable information between Nottingham City Council Youth Justice Service (YJS), Nottinghamshire County Council Youth Justice Service (YJS), and The Probation Service, Nottingham and Nottinghamshire ('the Parties').
- 2.2. The purpose for the secure exchange of personal data under this Agreement is to allow for the risk information on young offenders and their families to inform Adult Offender Management, and to enable the Parties to share information in relation to risk and effective management of adult offenders by The Probation Service.
- 2.3. This agreement is intended to support the principles and purposes outlined in the Joint National Protocol for Transitions in England (June 2021), between Her Majesty's Prison and Probation Service, National Probation Service and the Youth Justice Board (YJB). This is focussed upon addressing a young adult's individual needs and safeguarding requirements; implementing effective case management transfer between agencies; achieving a stable resettlement pathway; maintaining rehabilitation achievements and interventions; and protecting the public and preventing future reoffending.
- 2.4. Further to the above, a local document entitled "YJS / Probation Service Transitions Policy" contains the key principles and processes whereby all young people turning 18 years of age, with 6 months or more remaining on their order, will be considered for transfer to The Probation Service. The transition process should be viewed as a continuous and flexible process, with ongoing dialogue between all agencies involved, and will include secure information transfer and multi agency meetings involving the young person, Youth Justice and Probation Service staff, and any other key agency / person involved in planning and undertaking the transition process.
- 2.5. Where a case transfer is taking place, the contents of the case file will be shared, including case records, correspondence, and assessments completed by the YJS. This may include reports or correspondence from 3rd parties such as the Crown Prosecution Service, Police, health and education which will have informed current casework and/or the assessment.
- 2.6. The primary assessment used by YJS is AssetPlus. This contains both personal and 3rd party data which informs risk and vulnerability. AssetPlus is the assessment and planning interventions framework developed by the YJB. AssetPlus has been designed to provide a holistic end-to-end assessment and intervention plan, allowing one record to follow a child or young person throughout their time in the youth justice system. YJB National Standards require all YJSs to use AssetPlus.

2.7. The sections included in AssetPlus are:

Section 1: Core Record - Summarises information from the rest of the framework and the wider case management system, including: personal information, parent/carer details, current and previous offending, risk of harm, serious risk of harm and risk to the young person judgement, record of contact with other services.

Section 2: Information Gathering - Collects information to explain the young person's situation or behaviour, including: Personal, Family and Social Factors, living arrangements and environmental factors, parenting, family and relationships, young person development, learning, Education, training and employment, offending/anti-social behaviour, factors affecting desistance, and self-assessment questionnaires for young person and parents/carers

Section 3: Explanations and Conclusions - Practitioners pull together and analyse elements of the Information Gathering section to make judgements about the child in relation to risk, offending and unmet need.

Section 4: Pathways and Planning - Practitioners identify outcomes and plans that link to risks and positive factors identified in the Explanations and Conclusions section.

- 2.8. Prior to transfer to adult justice services, the AssetPlus 'Transfer to Probation' stage should be completed which triggers the 'Youth to Adult Services' module. This contains additional questions to consider in preparation for the transition and is completed by the YJS case manager in consultation with the YJS Probation Officer.
- 2.9. Not every young adult open to the Probation Service will go through a formal transition process and requests for information should be made by the Probation Service to the relevant YJS. This request for information should be made within the first week of sentence for all new Probation Service cases aged 18-25. In such cases, the most recent completed Asset+ assessment will be provided, which contains details of risk factors, safety and well-being judgements and significant events, as detailed in 2.7 above.
- 2.10. The legal basis to allow the sharing of personal data is being carried out under section 115 of the Crime and Disorder Act 1998 amended by the Police and Justice Act 2006 and the Police and Crime Act 2009, and Part 3 of the Data Protection Act 2018, for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security.
- 2.11. All parties recognise that they have a responsibility to assist individuals in a transparent, collaborative way that safeguards the individual's privacy.

2.12. This Information Sharing Agreement (“ISA”) sets out the arrangements for sharing information between the Parties to, amongst other things, demonstrate compliance with the Data Protection Legislation. It consists of the Parties identified in Part A the Terms in this Part B and the Schedules in Part C (The Information Sharing Schedules) each of which set out details of each of the information sharing activities between the Parties and will be added to from time to time.

2.13. Where the Parties are sharing information subject to the GDPR and Parts 1 and 2 of the DPA 2018, the Parties agree to share information in accordance with the relevant information Sharing Schedule in Part C1. Each Information Sharing Schedule comprising information under the following headings:

The title for the information sharing arrangement

1. A description of the information sharing arrangement
2. The purpose for which the information is being shared
3. What information is being shared
4. Legal Basis for sharing the information (in addition to Clause 6 of the ISA)
5. The Security Requirements
6. The status of the Parties (i.e. controller/joint controller/processor)
7. The Single Point of Contact and Data Protection Officer
8. Additional Information

2.14. Where the Parties are sharing information subject to Part 3 of the DPA 2018 (law enforcement) the Parties agree to share information in accordance with the relevant information sharing schedule in Part C2. under the following headings:

1. Why the Information is Being Shared
2. Who the information relates to
3. What information is being shared
4. Basis for processing
5. Basis for sensitive processing
6. The Security Requirements
7. The form and process by which information will be requested
8. The form and the process by which the information will be disclosed
9. The status of the Parties (i.e. controller/joint controller/processor)
10. The Single Point of Contact and Data Protection Officer
11. Additional Information

2.15. The Parties will set out the detail of the information sharing activities using the Information Sharing Schedule template in Part C. All Parties will be assumed to be a Party to an information sharing schedule unless the relevant information sharing schedule indicates otherwise. Each

Information Schedule is subject to all Parts A and B of this ISA unless otherwise indicated in the relevant information sharing schedule.

- 2.16. New information sharing schedules may be added to Part C at the initiation of any Party. Before a new information schedule is added, all the Parties participating in the information activity of the new schedule must agree in writing to the new information schedule completed in accordance with either or both clauses 2.3.and 2.4
- 2.17. Either the Party initiating the new information schedule or another Party agreed by the Parties participating in the information sharing activity of the new schedule will lead the completion and coordinate the agreement of the new schedule and ensure that all Parties to this ISA are notified of the addition and contents of the new information schedule.
- 2.18. The schedules will specify the ways in which information will be transferred including:
 - Electronic exchange - All information transmitted across public networks within the UK or across any networks overseas must sent by secure email which meets UK central government's connection standards or be encrypted using appropriate software (e.g. Microsoft 365, Egress Switch, Cryptshare, etc.)
 - Passwords must be sent separately to the information exchanged and must provide the correct level of security taking all factors into account, including the nature of the data being shared. Passwords must be changed regularly and the Parties respective password arrangements will include provisions to avoid the use of weak or predictable passwords.
 - Personal exchange or materials for meetings - Information may be hand delivered or taken in hard copy providing it is accompanied at all times; contained within a sealed envelope/package and is clearly addressed to the designated recipient.

3. Organisations involved in the information sharing

- 3.1. This ISA is made between the organisations set out at Part A (the 'parties' details), together known as the '**Parties**'.

4. Purpose of the information sharing

- 4.1 The purpose for the secure exchange of personal data under this Agreement is to allow for a successful transition from youth to adult services, in accordance with the principles and purposes outlined in the Joint National Protocol for Transitions in England (June 2021), and Protocol and Practice Guidelines regarding the transfer of cases between: Nottingham Youth Offending Team/Nottinghamshire Youth Justice Service and National Probation Service Midlands division, Nottinghamshire Local Delivery Unit. These principles are focussed upon

addressing a young adult's individual needs and safeguarding requirements; implementing effective case management transfer between agencies; achieving a stable resettlement pathway; maintaining rehabilitation achievements and interventions; and protecting the public and preventing future reoffending.

5. Information items to be shared

- 5.1 The information that may be shared between the Parties under this ISA is listed under the **'What information is being shared?'** heading of the relevant Information Sharing Schedule in Part C.

6. Legal Basis for sharing

- 6.1. The lawful basis of processing and information sharing under this ISA is set out in this clause with additional lawful bases detailed under the **'What are the additional legal bases for sharing the information?'** heading of the relevant Information Sharing Schedule in Part C.
- 6.2. The Parties are processing personal data for the purposes of carrying out a public task namely provision of support services under social care related legislation including the :
- Local Government Act 1972
 - LGA 2000, part 1
 - Children Act 1989 s17 and s.47
 - Crime and Disorder 1998, s.17, s.115
 - Localism 2011, s1
 - Working Together to Safeguard Children, DfES July 2018
 - Information Sharing: Advice for practitioners providing safeguarding services to children, young people, parents and carers, DfES March 2015
 - Information sharing Advice for practitioners providing safeguarding services to children, young people, parents and carers, HM Government July 2018
- 6.3. In addition, the Parties are processing special category information on the basis of substantial public interest under social care related legislation set out above.
- 6.4. The Parties are also processing personal data for law enforcement purposes.
- The Crime and Disorder Act 1998 s.17, s.115
 - Children Act 1989 s17 and s.47
 - Children Act 2004, s10
 - Localism 2011, s.1
 - Working Together to Safeguard Children, DfES July 2018
 - Information Sharing: Advice for practitioners providing safeguarding services to children, young people, parents and carers, DfES March 2015

- Information sharing Advice for practitioners providing safeguarding services to children, young people, parents and carers, HM Government July 2018
 - The Caldicott Review 2013
- 6.5. To the extent that the information being shared includes any Personal Data, the Parties shall ensure that the Shared Information is processed in accordance with the Data Protection Legislation.

7. Access to data and individuals' rights

- 7.1. A Party shall contact the other Parties' within 2 (two) working days if it receives a subject access request (or purported subject access request) under the Data Protection Act 2018 or a request for access to personal data or information under Article 15 of the GDPR and/or a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 in relation to the Shared Information. Each of the Parties shall provide reasonable cooperation and assistance to the Party in respect of any such request.
- 7.2. A Party shall notify the other Parties' within 2 (two) working days of any request by an individual for rectification or erasure of Shared Information or restriction of processing carried out in respect of the Shared Information in accordance with Article 16 (right to rectification), Article 17(1) (right to erasure) and Article 18 (right of restriction of processing) of the GDPR. Each of the Parties shall provide reasonable cooperation and assistance to the Party in respect of any such request.
- 7.3. Any request by an individual made in relation to data held for law enforcement purposes will be dealt with by the Party who is the relevant competent authority in respect of the data. The Party who is the relevant competent authority may determine that the request is not subject to Part 3 of the DPA and the request is to be dealt with in accordance with clauses 7.1 and 7.2 above.
- 7.4. Parties will respond to any notice from the Information Commissioner that imposes requirements to cease or change the way in which data is processed.
- 7.5. Data Subjects have the right to object to processing. How the Data Subject makes such objections should be detailed in each Partner's Privacy Notice. It is the responsibility of all Parties to produce and maintain their own Privacy Notice.

8. Information governance

- 8.1. Before entering into this ISA and starting any information activity detailed in an Information Sharing Schedule each Party will consider whether or not to carry out a Data Privacy Impact Assessment as required under data protection legislation to minimise any data protection risks of the information sharing being contemplated and to establish that the information sharing complies with their own data protection obligations.
- 8.2. All information sharing schedules shall be reviewed by the Party coordinating the agreement of the schedule to identify whether the completion of a Data Privacy Impact Assessment is required. If a Data Privacy Impact Assessment is required the Party coordinating the agreement of the schedule will ensure that a Data Privacy Impact Assessment is completed. Each Party will be responsible for considering, adopting and relying upon the Data Privacy Impact Assessment completed by the Party coordinating the agreement of the schedule for their own compliance with the accountability and documentation requirements of data protection legislation.
- 8.3. The information shared in accordance with this ISA and an information sharing schedule may not be used by the Parties for any other purposes than those set out under heading 2 of the relevant Information Sharing Schedule (Purpose of the information sharing). If any of the Parties wish to use the Shared Information for another purpose not included under heading 2 of the relevant information Schedule, that Party or those Parties will consider the views of each Party participating in the information sharing activity affected on whether the new purpose is incompatible with the purpose set out under heading 4, whether they need to complete a new DPIA and whether it is necessary to complete a new information sharing schedule.
- 8.4. In accordance with the principle of data minimisation, each Party shall ensure that only information which is necessary to the purpose set out under heading 2 (Purpose of the information sharing) will be shared and that only staff for whom it is necessary to access the information for the purpose set out under heading 2 (Purpose of the information sharing) have access to the information. No irrelevant or excessive information will be disclosed by one Party to the other Parties.
- 8.5. Where possible and to the extent that it does not conflict with any of the other provisions set out in this ISA (in particular under heading Additional information of the relevant Information Sharing Schedule in Part C to this ISA), each Party shall ensure that any Personal Data, Sensitive Personal Data and Special Categories of Personal Data contained within the Shared Information is anonymised.
- 8.6. In accordance with its own data protection policy, each Party shall implement appropriate technical and organisational measures to maintain the quality and integrity of the Shared Information held by it. Each Party shall have regard to any specific requirements set out under the heading

Additional Information of the relevant Information Sharing Schedule in Part C to this ISA.

- 8.7. Parties will have procedures in place to report misuse, loss, destruction, damage or unauthorised access, suspected or otherwise, of information. The Party originally supplying the information should be notified of any breach of confidentiality or incident involving a risk or breach of the security of information supplied under this ISA.
- 8.8. Where possible, the Parties shall ensure that the information is shared using compatible datasets and that any Shared Information is recorded in the same way by each Party.
- 8.9. Each Party shall ensure that the Shared Information is processed securely and, at least, shall adhere to its own internal information security policy and the security requirements set out in the relevant Information Sharing Schedule to this ISA.
- 8.10. Partners must ensure that they have appropriate measures in place to ensure the secure storage of all information provided under this Agreement as follows:
 - Information provided should be held in a lockable storage area, office or cabinet.
 - Electronic files must be protected against illicit internal use or intrusion by external parties through the use of appropriate security measures.

Any information shared in accordance with this ISA must only be retained for as long as strictly necessary for the purposes of the sharing set out under heading 2 (Purpose of the information sharing) above. In accordance with their retention policies each Party shall regularly review Shared Information held by it to ensure that retention of the Shared Information is still required for the purpose set out under heading 4 (Purpose of the information sharing) ; any information that no longer needs to be retained, if requested by the Partner providing the information, shall be returned to the Partner or, securely deleted, destroyed or erased (including all copies whether paper or electronic) The information shall be destroyed in an appropriate manner, as follows:

- All electronic data must be destroyed in an appropriate manner which renders it irretrievable. This could be logically, physically, digitally or magnetically destroyed.
 - All paper documents should be immediately strip shredded or incinerated.
- 8.11. Where Partners rely on consent as the condition for processing personal data then withdrawal of consent means that the condition for processing will no longer apply. Withdrawal of consent should be communicated to the other Partners and processing cease as soon as possible.

- 8.12. This Agreement does not give licence for unrestricted access to information another Partner may hold. It sets out the parameters for the safe and secure sharing of information for a justifiable need to know purpose.
- 8.13. No Party shall process or otherwise transfer any of the Shared Information outside of the UK without the written approval of the original owner of the information (original owner, the party who collected the information).
- 8.14. It is the responsibility of each Party to ensure that the staff with authorised access to any Personal Data covered by this ISA and detailed under heading. Additional Information of the relevant Information Sharing Schedule are aware of their obligations under the Data Protection Legislation to safeguard that information. Staff should be aware that breach of the controls contained within this ISA could be a matter for disciplinary action. It may also provide grounds for a complaint under the Data Protection Legislation against them personally which may result in criminal or civil action.
- 8.15. Parties will not allow access to systems or information of another data controller in contravention of this agreement
- 8.16. In the event of any information security breach in respect of Shared Information the Party that is responsible for the security of that particular information will immediately take steps to contain the breach once it has been identified. In the event of decision by the Party responsible for the security of that particular information that the Information Commissioner's Office should be notified under Article 33(1) GDPR, the Party will notify the other Parties of the breach as part of that process. Each Party shall provide reasonable cooperation and assistance to the Party in respect of any information security breach.
- 8.17. Once the breach referred to in Clause 8.16 above has been contained the relevant Party will launch an investigation to establish the reasons behind the breach and will share the results with the other Parties.

9. Review of this ISA and Information Sharing Schedules

- 9.1. Each Party shall regularly review the information sharing schedules to ascertain whether each information sharing schedule is required. If an information sharing schedule is no longer required, the Party may exercise their rights under Clause 10 of this ISA (Termination of or withdrawal from an information sharing schedule) below.
- 9.2. Each Party shall regularly review this ISA to ascertain whether the information sharing initiative is still required. If the information sharing is no longer required, the Party may exercise their rights under Clause 11 of this ISA (Termination of or withdrawal from this ISA or an information sharing schedule) below.

- 9.3. This ISA will be reviewed 6 months after its initial draft then yearly thereafter.
- 9.4. This review is the joint responsibility of the partners and should be carried out by officers named in clause 3.1 in consultation with representatives from the Information Compliance Team, Nottingham City Council; Information Governance Team, Nottinghamshire County Council; Information Assurance Officer, The Probation Service.

10. Termination of or withdrawal from Information Sharing Schedule

- 10.1. If any Party wishes to terminate or to withdraw from an information sharing schedule, it must give at least six (6) weeks' written notice to the other Parties who agreed the information sharing schedule.
- 10.2. In the event that an information sharing schedule is terminated, each Party shall review the Shared Information under the terminated schedule and, where possible, ensure that the Shared Information is returned to the original owner or securely deleted without delay. Where it is not possible to securely delete the Shared Information on termination of an information sharing schedule, each Party shall retain and eventually securely delete the Shared Information in accordance with its own data retention policy.
- 10.3. If a Party finds or suspects that any other Party may not be complying with an Information Sharing Schedule, it reserves the right to refuse to provide Shared Personal Data to that other Party whilst resolving any dispute between the Parties under Clause 13.5 below.

11. Termination of or withdrawal from this ISA

- 11.1. If any Party wishes to terminate or to withdraw from this ISA, it must give at least six (6) weeks' written notice to the other Parties.
- 11.2. In the event that a Party withdraws from this ISA, that Party shall ensure that all Shared Information held by it is reviewed and, where possible, securely deleted without delay. Where it is not possible to securely delete the Shared Information in this way, the withdrawing Party shall retain and eventually securely delete the Shared Information in accordance with its own data retention policy.
- 11.3. In the event that this ISA is terminated, all Parties shall ensure that all Shared Information held by it is reviewed and, where possible, securely deleted without delay. Where it is not possible to securely delete the Shared Information on termination of this ISA, each Party shall retain and eventually securely delete the Shared Information in accordance with its own data retention policy.
- 11.4. If a Party finds or suspects that any other Party may not be complying with this ISA it reserves the right to refuse to provide Shared Personal Data to

that other Party whilst resolving any dispute between the Parties under Clause 14.5 below.

- 11.5. Information quality needs to be of a standard fit for the purpose information is to be used for, including being complete, accurate and as up to date as required for the purposes for which it is being shared. Without this any decision made on the information may be flawed and inappropriate actions may result. Parties are expected to ensure that the Personal Data and Sensitive Personal Data that they hold are processed in accordance with DPA principles: this includes ensuring that the Data is accurate, complete and up-to-date and is not kept any longer than is necessary.
- 11.6. Parties undertake that information meets a reasonable quality level for the proposed purposes for which it is being shared and are able to evidence this.
- 11.7. Partners' staff processing information shared under this ISA will be trained to a level that enables them to undertake their duties confidently, efficiently and lawfully. This is an obligation on Parties and responsibility for it cannot be assigned to another organisation, although delivery of training can be with that third party's consent.
- 11.8. To minimise the costs associated with training and to ensure that all staff participating in activities based on information shared under this ISA partners may collaborate in the development and delivery of training.
- 11.9. Refresher training should be undertaken annually, to include a DP update and any necessary system training updates.

12. Contact details for key members of staff

- 12.1. Any notices, communication or complaints in respect of this ISA or Information Sharing Schedule must be in writing and shall be addressed to the relevant Party's Single Point of Contact.

13. Audit

- 13.1. Any Party has the power to audit any other Party to ensure compliance with the provisions of this Agreement.
- 13.2. The Party conducting the audit shall:
 - provide at least 5 Working Days' notice of its intention to conduct an audit, unless prevented from providing such notice by Law;
 - comply with security, sites and facilities operating procedures applicable to any sites or information being audited;

- use reasonable endeavours to ensure that the conduct of the audit does not unreasonably disrupt the other Party; and
- bear its own respective costs and expenses incurred in respect of the audit

13.3 The Party who is the subject of the audit shall:

- grant to the Party conducting the audit and their respective authorised agents the right of reasonable access to relevant records, sites and materials and shall provide all reasonable co-operation and assistance; and
- shall bear their own respective costs and expenses incurred in respect of compliance with its obligations under this clause.

14. General

14.1. This ISA shall commence on 15th December 2021 and shall continue until terminated in accordance with Clause 11 (Termination of or withdrawal from this ISA).

14.2. No variation to the terms of this ISA shall be effective unless approved in writing by all the Parties.

14.3. Each Party shall take reasonable steps to ensure the reliability of any of their employees, agents or contractors who may have access to the Shared Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Shared Personal Data, as strictly necessary for the Stated Purpose, and to comply with applicable laws in the context of that individual's duties to the relevant Party, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

14.4. The information being shared under this ISA is strictly confidential and the parties will take all reasonable steps to maintain confidentially, ensuring that individuals are not deliberately or inadvertently referenced on social media or other media without their written consent and consent of their parent, guardian or carer. No reference to Youth Justice Service on social or other media is permitted under this ISA.


14.5. Nothing under this ISA shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.


14.6. In the event that any dispute arises between the Parties in connection with this ISA, the Parties shall, in the first instance, use their reasonable endeavours to resolve it amicably between them. If the dispute is not resolved between each Party's representatives within twenty eight (28) days of the Party raising the dispute gives written notification to the other


Party with whom the Party is in the dispute the matter shall be referred to a meeting of each Party's relevant senior officers or chief executives for resolution.

14.7. Each Party shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that any other Party shall be liable for any losses or liabilities incurred as a result of the defaulting Party's breach of this ISA.

14.8. This ISA is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this ISA. The Parties enter into the ISA intending to honour all their obligations.

Signed by		
For and on behalf of NOTTINGHAM CITY COUNCIL	Simon Newling-Ward	
SERVICE MANAGER FOR YOUTH JUSTICE SERVICE	DATE: 30.11.2021	

Signed by	John Evans	
For and on behalf of NOTTINGHAMSHIRE COUNCIL COUNCIL		
SERVICE MANAGER FOR YOUTH JUSTICE SERVICE	DATE: 23.11.2021	

Signed by	Kat Johnson	
For and on behalf of THE PROBATION SERVICE, NOTTINGHAM AND NOTTINGHAMSHIRE		
HEAD OF NOTTINGHAM CITY PDU	DATE: 15.12.2021	

Part C 1. – The Information Sharing Schedule
Title of initiative: Youth to Adult Transitions

Particulars of the information sharing initiative

1. Why is the information being shared?		
See 2. 'Introduction and clauses' for a description of the reasons for sharing information.		
2. What information is being shared?		
Personal Data ✓	Special Category Data	Criminal conviction or allegations data
Name ✓	Racial or ethnic origin ✓	✓ If you tick this, also complete Part C2
Address ✓	Political opinions	
Date of Birth ✓	Religious or philosophical beliefs ✓	
Contact telephone number and/or email address ✓	Trade union membership	
Race ✓	Genetic	
Ethnicity ✓	biometric	
Disability/mobility issues ✓	Health ✓	
Gender ✓	Sex life or sexual orientation ✓	
3. What is the legal basis for sharing the information (additional to Clause 6 of the ISA)?		
The lawful basis for processing and sharing the information is set out in Clause 6.		
In addition, the lawful basis for processing special category data is:		
Explicit consent	Not for profit body	Substantial public interest ✓
Employment social security, social protection	Made public by the data subject	Medicine, Employee capacity, medical diagnosis, health or social care
Vital interests	Legal claims and judicial function	Archiving, research or statistical

The lawful basis for processing criminal conviction and allegation data is:

S 10(4) and (5) provides all the conditions in Parts 1, 2 and 3 of Schedule 1; 33 conditions in all. Another 10 are provided by virtue of paragraph 36 which allows reliance on all the substantial public interest conditions in Part 2 without the substantial public interest. Another 2 are provided by paragraph 37.

S.10(4) and (5) DPA 2018	Paragraph 36 “.. but for an express requirement .. of substantial public interest”	Paragraph 37
Employment social security and social protection	Statutory	Insurance with substantial public interest requirement
Health and Social Care	Preventing and detecting unlawful acts ✓	Insurance without substantial public interest requirement
Public Health	Protecting public against dishonesty	
Research	Investigating regulatory compliance	
Statutory	Journalism	
Justice and parliamentary	Not for profit disability and medical conditions bodies	
Equality	Counselling	
Diversity at senior levels	Safeguarding children and adults at risk ✓	
Preventing or detecting unlawful acts ✓	Safeguarding economic well-being of those at economic risk	
Protecting public from dishonesty	Standards of behaviour in sport	
Investigating regulatory compliance		
Journalism		
Preventing fraud		
Terrorist financing or money laundering		
Not for profit disability or medical body		
Counselling		
Safeguarding children and adults at risk ✓		
Safeguarding economic well-being of those at economic risk		
Occupational pension		
Political parties		
Elected Representatives		
Disclosure to elected representatives		

Informing elected representatives about prisoners		
Publication of legal judgments		
Anti-doping in Sport		
Standards of behaviour in sport		
Consent		
Vital interests		
Not for profit political, philosophical religious or trade union bodies solely for members		
Made public by data subject		
Legal claims		
Judicial acts		

4. Security Requirements

Parties will have in place and maintain, Protective Measures that may be reviewed and approved (by either Party) from time to time to ensure security. Such measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data (such measures having taken into regard the nature of the data to be protected, the state of technological development and the cost of implementation).

5. Single Point of Contact (SPoC)

Nottingham City Council	Angeline Harrison, Team Manager, Angeline.Harrison@nottinghamcity.gov.uk
Nottinghamshire County Council:	Rebecca Price, Team Manager, rebecca.price@nottscc.gov.uk
The Probation Service, Nottingham and Nottinghamshire:	Kat Johnson, Head of Nottingham City PDU kat.johnson@justice.gov.uk

6. Status of Parties (joint controllers, processors)

The shared information shall be held by the parties as:

Nottingham City Council: Joint Data Controller
Nottinghamshire County Council: Joint Data Controller
The Probation Service, Nottingham and Nottinghamshire: Joint Data Controller

7. Additional information

N/A

Part C 2. – The Information Sharing Schedule

Title of initiative: Youth to Adult Transitions

Particulars of the information sharing initiative

1. Why is the information being shared?

S.31 DPA 2018 - prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security.

The purpose for the secure exchange of personal data under this Agreement is to allow for a successful transition from youth to adult services, in accordance with the principles and purposes outlined in the Joint National Protocol for Transitions in England (June 2021), focussed upon addressing a young adult's individual needs and safeguarding requirements; implementing effective case management transfer between agencies; achieving a stable resettlement pathway; maintaining rehabilitation achievements and interventions; and protecting the public and preventing future reoffending.

2. Who the information relates to?

S.38(3) DPA 2018

- (a) persons suspected of having committed or being about to commit a criminal offence;
- (b) persons convicted of a criminal offence;
- (c) persons who are or may be victims of a criminal offence;
- (d) witnesses or other persons with information about offences

As above.

3. What information is being shared?

Personal data	Sensitive Processing Data
Name ✓	Racial or ethnic origin ✓
Address ✓	Political opinions
Date of Birth ✓	Religious or philosophical beliefs ✓
Contact telephone number and/or email address ✓	Trade union membership
Race ✓	Genetic
Ethnicity ✓	biometric
Disability/mobility issues ✓	Health ✓
Gender ✓	Sex life or sexual orientation ✓

4. Basis for processing

S.35(2) DPA 2018

- (a) the data subject has given consent to the processing for that purpose, or
- (b) the processing is necessary for the performance of a task carried out for that purpose by a competent authority.

See clause 6 above setting out the legal basis.

5. Basis for sensitive processing

S35(5)

- (a) the processing is strictly necessary for the law enforcement purpose,
- (b) the processing meets at least one of the conditions in Schedule 8, and
- (c) at the time when the processing is carried out, the controller has an appropriate policy document in place (see section 42).

Confirm Appropriate Policy	Consent (of all data subjects)	

Document in place ✓	Sharing necessary for law enforcement purpose ✓	Schedule 8 Condition	
		Statutory and in the public interest	
		Administration of justice	
		Vital interests	
		Safeguarding children and adults at risk ✓	
		Data already in public domain	
		Legal claims	
		Judicial acts	
		Preventing fraud	
		Archiving, research or statistical purposes	

6. Security requirements

Parties will have in place and maintain, Protective Measures that may be reviewed and approved (by either Party) from time to time to ensure security. Such measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data (such measures having taken into regard the nature of the data to be protected, the state of technological development and the cost of implementation).

7. The form and process to request information

See Introduction describing the process of disclosure.

8. The form and process to disclose information

As above

9. The status of the Parties (competent authority, processor, joint controller)

Nottingham City Council: Joint Data Controller
 Nottinghamshire County Council: Joint Data Controller
 The Probation Service, Nottingham and Nottinghamshire: Joint Data Controller

10. Single Point of Contact

Nottingham City Council	Angeline Harrison, Team Manager, Angeline.Harrison@nottinghamcity.gov.uk
Nottinghamshire County Council:	Rebecca Price, Team Manager, rebecca.price@nottscc.gov.uk
The Probation Service, Nottingham and Nottinghamshire:	Kat Johnson, Head of Nottingham City PDU kat.johnson@justice.gov.uk

11. Additional Information

N/A

