**PROTOCOL ON INFORMATION SHARING BETWEEN**

**LEICESTERSHIRE AND RUTLAND PROBATION TRUST (LRPT)**

## AND

## Leicester College

**1. BACKGROUND**

 1.1 The above organisations have agreed to subject themselves to the terms of this Protocol for information sharing to assist joint working in the area of Employment Training and Education. Both organisations recognise the need for close working on their common agendas, assisting offenders into work or training, promoting social inclusion and ensuring public safety. LRPT and Leicester College will share information to assist the supervision of offenders in the community, particularly in relation to improvement of employability, but also in relation to the management of risk posed by such offenders.

**2. PURPOSE OF THE INFORMATION SHARING**

2.1 The primary purpose of the information sharing is to ensure public safety. Information will also be shared between LRPT and Leicester College regarding the management of high-risk offenders.

* 1. The following information will be shared:
* Risk assessment of offenders
* Employment and training-related needs of individual offenders
* Employment outcomes
* Basic Skills assessments and achievements
* Any other area that will assist/support offenders to enter employment or training.

**3. PRINCIPLES**

3.1 In general, information will be shared only with the consent of the individual involved, using a written consent form (Appendix 1), but this may be overridden where there is risk to staff or the public.

**4. WORKING ARRANGEMENTS**

4.1 LRPT will refer offenders to Leicester College, using Appendix 2, and enclosing Appendix 1.

4.2 Leicester College may request background information, such as supervision status, name of supervising officer for people who have self-referred or been referred by other agencies.

4.3 LRPT may request information, such as attendance, or change in circumstances.

* 1. LRPT and Leicester College may also share information about offenders who

 present a high risk of harm to the local community. High risk of harm is

 defined as any offender who is assessed as high risk according to

 LRPT’s assessment of risk through the Offender Assessment System (OASys).

4.5 Leicester College will feedback on attendance within 5 working days.

5. **MANAGEMENT OF THE INFORMATION**

5.1 Both partners will be responsible for ensuring that the information shared will be used only for the purposes described above.

5.2 Both partners shall ensure that they comply with data protection legislation and the common law duty of confidentiality.

5.3 All risk assessment information (Appendices 1 and 2) will be stored in a secure, locked cabinet and no copies shall be passed by Leicester College to any other third party. As soon as our Service User has ceased working with Leicester College (either by gaining employment, not attending appointments, etc), all risk assessment documents must be shredded.

**6. REVIEW**

6.1 This information sharing protocol will be reviewed annually.

**7.** **CONFIDENTIALITY**

7.1 Both partners recognise that any breach of confidentiality will seriously undermine the aims of the scheme, as well as render Partners to be liable for breach of the law.

7.2 Both partners shall at all times keep confidential all personal information supplied under this Protocol.

7.3 Both partners shall, at all times, comply with data protection and other legal requirements relating to confidentiality.

**8.** **INDEMNITY**

8.1 Each Partner shall indemnify and keep indemnified the other Partner against any and all loss, damage or liability (whether civil or criminal) suffered and legal fees and costs incurred by each of the Partners or any of them as a consequence of any act or omission arising from the performance of the obligations of the Partners under this protocol where the same is due to the act, neglect, default or omission of that Partner, its servants or agents.

**9.** **DURATION OF THIS PROTOCOL**

9.1 This Protocol will commence on (date) and will continue until either Partner decides to terminate.

9.2 A Partner may withdraw from the protocol on giving written notice to the other partner. The Partner must continue to comply with the terms of this protocol in respect of any data which the partner has obtained though the protocol.

**10. DECLARATION (TO BE SIGNED BY EACH PARTNER)**

10.1 Organizations named below are members of the protocol for information exchange. Both organizations agree to accept the principles, terms and conditions as outlined above.

**(Signatures and Witnesses)**

Signed by: …………………………..... Signed by: …………………………..

Name: …………………………………. Name: …………………………........

Position: ………………………………. Position: ……………………………..

# For and on behalf of LRPT For and on behalf of Leicester College

Witnessed by: ………………………… Witnessed by: ……………………….

Name: ……………………………….… Name: ………………………………..

Address: ……………………………..... Address: ……………………………..

………………………………………….. ………………………………………...

………………………………………….. …………………………………..........

Date: …………………………………… Date: …………………………………

 **Appendix 1**

**DISCLOSURE DISCLAIMER FOR REFERRAL TO EDUCATION PROVIDERS**

Name: ........................................................ National Insurance Number: ...............................

Address: ....................................................................................................................................

...................................................................................................................................................

Date of birth: ..............................................................................................................................

I agree that, in order to improve my employability, my personal details and details of my previous and current offences may be disclosed to (tick those applying) for the purpose of risk assessment only:

Leicester College

Loughborough College

Brooksby-Melton College

North Warks & Hinckley

South Leicester College

De Montfort University

Leicester University

(includes Vaughan College)

Leicestershire Adult Learning

Service

Other ………………………………..

Signature: Date:

Witnessed: Name:

**Appendix 2**

**EMPLOYABILITY REFERRAL INFORMATION – IN CONFIDENCE**

To:

Name of person referred:

Date of Birth: Gender: M/F

Address/contact details:

Reason for referral:

**Risk levels:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Low** | **Medium** | **High**  | **Very high** |
| Young people |  |  |  |  |
| Vulnerable adults |  |  |  |  |
| Specified adults |  |  |  |  |
| Staff |  |  |  |  |
| Self |  |  |  |  |

Details:

Detail of any drink/drug related issues:

Current offence:

Current sentence:

Information sharing form attached: Yes 🞏 No 🞏

Name of LRPT Employ-ability caseworker: Tel No:

Name of Offender manager: Tel No:

Date of referral: