INFORMATION SHARING PROTOCOL

**Between**

**LEICESTER & LEICESTERSHIRE YOUTH OFFENDING SERVICE**

**And**

**LEICESTER COLLEGE**

1. **BACKGROUND**

1.1 The above organisations have agreed to subject themselves to the terms of this protocol. The aim of the protocol is to ensure access to education for offenders, in order to assist their resettlement in the community, and prevent reoffending. YOS and Leicester College will also share information including any pending or current offending and any subsequent risk issues, to minimise risk to the community and Leicester College.

1. **PURPOSE OF THE PROTOCOL**

2.1 The primary purpose of the protocol is to ensure that appropriate decisions are taken in relation to the placement of offenders in Leicester College. Information will also be shared to monitor the progress of offenders and to monitor the overall progress of the scheme.

2.2 The following information is likely to be shared:

* Educational needs of individual offenders
* Information concerning the assessment and management of risks presented by offenders
* Any other information about the offender relevant to the management of the scheme. This will include case discussions between partners to ensure the objectives of the scheme are being met.
* Information for tracking purposes re progress, attendance, and retention.
* The partners may also agree to use information to apply for funding to support the scheme. Aggregated data from the scheme will be used to monitor the progress of the scheme.

1. **SCOPE OF THE PROTOCOL**

3.1 The following are covered by this protocol:

1. Offenders on supervision
2. Those on whom pre-sentence reports are being prepared
3. Those who have recently finished supervision
4. **WORKING ARRANGEMENTS**
   1. Information can be shared in the following circumstances:

* referrals by YOS staff
* self-referrals
* referrals by partnership agencies

4.2 Referrals by YOS staff

(i) Offenders are likely to be referred for a variety of needs:

* discrete Basic Skills provision
* vocational training/education with Basic Skills support
* vocational training/education without Basic Skills support
* completion of qualification which had been interrupted by a period in custody or supervision
* ESOL
* specialist support for specific learning disabilities
* academic study

(ii) Offenders will be referred to Leicester College by YOS using the standard referral form (Appendix 2). This will include information relating to their educational and support needs as well as all risk issues, offending history and any emotional and behavioral difficulties.

(iii) The following will NOT be referred by YOS: those offenders who have been assessed as presenting a High risk to staff, learners, vulnerable and young people.

(iv) An information sharing agreement (Appendix 3) will be completed, to be signed by the prospective learner and referrer.

(v) The named contact (Sophie Robinson) in Leicester College will ensure that a decision is made within one month (there may be instances where this is longer but a member of the College’s Team will liaise with YOS) of receiving the referral, and communicate this to YOS.

4.3 Self-referrals

If Leicester College staff discovers that an applicant is known to YOS, they will contact the supervising officer under section 1.1 of the Protocol. Following this they will write to the learner for a formal disclosure. When signed consent has been obtained, a Risk Reference will be faxed to the relevant YOS worker will reply within 3 working days.

4.4 Referrals by partnership agencies

Referrals will be processed in line with Leicester College’s Risk Assessment Policy. It may be necessary to contact YOS first, under section 1.1. of the Protocol.

**5. Responsibilities of YOS**

* To screen out unsuitable referrals
* To submit comprehensive referrals
* To respond to enquiries within 5 days
* To offer ongoing support to the institution while offender is subject to supervision

**6. Responsibilities of Leicester College**

* To provide a named contact (Sophie Robinson) for referrals
* To respond to referrals within 5 days
* To keep information securely and on a need to know (covered by the Risk Assessment Policy)
* To provide attendance and progression details to YOS when formally requested

1. **MANAGEMENT OF THE INFORMATION**

7.1 Partners will be responsible for ensuring that the information will be used only for the purposes described above.

7.2 Partners shall ensure that they comply with Data Protection legislation and the Human Rights Act, and the common law duty of confidentiality.

7.3 Partners will be able to hold their own databases for the scheme. The databases should comply with the Data Protection Act*.*

7.4 Partners recognize that any breach of confidentiality will seriously undermine the aims of the scheme, as well as render partners liable for breach of the law.

7.5 Partners shall at all times keep confidential any personal information supplied under this protocol.

1. **MANAGEMENT OF SCHEME**

8.1 This protocol will be reviewed at an annual meeting. This meeting will review the progress of the overall scheme and may propose improvements. Present will be the Education Manager from the YOS and the Risk Assessment Manager and Administrator at Leicester College.

8.2 The partners acknowledge that it may be necessary to work with bodies and groups that are not party to this agreement but in doing so, agree that they will act within the spirit of this agreement.

1. **PRINCIPLES**

9.1 The responsibilities of individual partners will be respected.

9.2 Both partners share an aim of working towards social inclusion and equality.

9.3 Public protection will be paramount.

9.4 Health and safety principles will be adhered to.

9.5 Information held will include only what is necessary for the management of the scheme.

9.6 In all cases the partners will comply with data protection legislation and the law relating to confidentiality.

1. **INDEMNITY**

10.1 Each partner shall indemnify and keep indemnified the other partner against any 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.

1. **DURATION OF THIS PROTOCOL**

11.1 This protocol will commence on 1st April 2011 and will be reviewed annually. Next Review 1st April 2012 – reviewed 28th January 2013. No changes.

11.2 A partner may withdraw from the protocol on giving written notice to the other partner.

11.3 The partner must continue to comply with the terms of this protocol in respect of any data that the partner has obtained through being a partner.

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

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

**For and on behalf of YOS:**

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

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

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

# For and on behalf of Leicester College:

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

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

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

………………………………………….. …………………………………………..

………………………………………….. …………………………………………..

Date: …………………………………… Date: …………………………………...

# Appendix 2

# YOS EDUCATION REFERRAL FORM

**To: SOPHIE ROBINSON**

**Re:**

**Surname: First Name(s):**

**Date of Birth: YOS Ref. No.**

**Male  Female  Census 2001 Ethnic Category:**

**First/preferred language: Interpreter required: Yes  No **

**Religion: Disability/special needs:**

**Type of order/contact: Start date: Finish date:**

**Address:**

**Post Code: Telephone:**

**Availability:**

## Course applied for:

## Educational history:

**Educational needs:**

**Risk issues:**

**Confirm that the offender does NOT present High Risk to Staff, Learners, pre-16’s, vulnerable people:**

**Referred by: date:**

**POSITION:**

Appendix 3

### YOS EDUCATION

### INFORMATION SHARING AGREEMENT

**Surname: First name(s):**

**Address:**

1. ***I agree to be referred to ………………………………………………….***
2. ***I agree to the sharing of information as necessary. I understand that this may mean sharing information about risk of harm, risk of offending and any emotional and behavioral issues that may increase this risk, as well as routine information about attendance and progress.***
3. ***I understand that it is my responsibility to make sure that my attendance has been recorded.***
4. ***I agree to attend on the following basis:***

***………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………***

**Signed: (Learner)**

**Signed: (YOS)**

**Date:**