

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Call-off reference:	Con_20468
The buyer:	Secretary of State for Justice
Buyer address:	Ministry of Justice, 102 Petty France, London, SW1P 9AJ
The supplier:	Newton Europe Limited
Supplier address:	2 Kingston Business Park, Abingdon, OX13 5FE
Registration number:	04279175
DUNS number:	222611290
Sid4gov id:	n/a

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

09/05/2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: Lot 2 Strategy and Policy

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.7)
 5. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-off start date: 9 May 2022

Call-off expiry date: 8 August 2022

Call-off initial period: 3 months

Call-off deliverables:

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£68,000 (excluding VAT)

Call-off charges

Option B: See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4. The expenses must be approved by the Authority in advance and must be in line with MoJ Travel and Subsistence policy.

Payment method

Buyer's invoice address

Newport SSCL – Ministry of Justice

PO Box 743
Newport
NP10 8FZ

Buyer's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Buyer's security policy

[Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk)

Supplier's authorised representative

Name: [REDACTED]
Role: [REDACTED]
Email address: [REDACTED]
Address: [REDACTED]

Supplier's contract manager

Name: [REDACTED]
Role: [REDACTED]
Email address: [REDACTED]
Address: [REDACTED]

Progress report frequency

Monthly

Progress meeting frequency

Weekly

Key staff

Name: [REDACTED]
Role: [REDACTED]
Email address: [REDACTED]
Address: [REDACTED]

]

Key subcontractor(s)

PUBLIC Ltd incorporated and registered in England and Wales with company number 11337175 whose registered office is Leigh Court Pill Road, Abbots Leigh, Bristol, BS8 3RL

Commercially sensitive information

See Joint Schedule 4 (Commercially Sensitive Information)

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

[REDACTED]

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments set out in Call-Off Schedule 20

Schedules:

Joint Schedules:

[REDACTED]

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
Supplier's pricing for this project and in particular Supplier's rates. The obligation of confidentiality should apply from 3 March 2022 until 25 July 2025 (a duration of three years and three months)			

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” **Per-** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by

- the Controller or as otherwise permitted by the Contract;
and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or

- (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
 9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
 10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
 11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
 12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal

Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

- (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

The contact details of the Relevant Authority's Data Protection Officer are:

[REDACTED]

The contact details of the Supplier's Data Protection Officer are: **[REDACTED]**

1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• <p>We would access the data set out below as part of research, interviews and workshops needed to create the agreed output.</p>
Duration of the Processing	<i>For the duration of the contract</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dis-</i></p>

	<p><i>semination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p>The Processing by both the Supplier and the Subcontractor is necessary to carry out the Specification and the Deliverables.</p> <p>Personal data will be shared via secure encrypted data transfer (which may be via email or using a secure file transfer protocol or such other method as may be agreed between the Parties)</p>
Type of Personal Data	<p><i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc] Including but not limited to:</i></p> <p>Name, role and contact information for staffFor prisoners and prison leavers, information including but not limited to:</p> <ul style="list-style-type: none"> • Demographic data including: <ul style="list-style-type: none"> ○ name, age, location information • special category data including: <ul style="list-style-type: none"> ○ information relating to type of conviction ○ information relating to services which they need to access (which may include health information) ○ information relating to gender, sex or ethnicity
Categories of Data Subject	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p> <p>Staff within MoJ, HMPPS and across government</p> <p>Staff within external stakeholders including frontline staff (e.g. Prison Offender Managers, key workers, Heads of Reducing Reoffending) in Accelerator Prisons (selected prisons working with HMPPS Reducing Reoffending team to design and test a broad range of reducing reoffending initiatives at pace) and Probation (e.g. Community Offender Managers)</p> <p>Prisoners and prison leavers</p>

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p> <p>At the later of the end of the project or upon the written direction of the Buyer, the Supplier and the Subcontractor shall securely delete or return all personal data (and any copies of it) to the Buyer</p>
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Call-Off Schedule 5 (Pricing Details)

1 Charges and Expenses

- 1.1 The Charges are £68,000, excluding VAT (subject to any adjustment in accordance with this Call-Off Order Form) and are based on the anticipated time required to achieve the Diagnostic Objectives.
- 1.2 The Buyer will pay the Charges and expenses to the Supplier as set out in Clause 4 of the Core Terms.

2 Invoicing

All invoices will be addressed to
SSCL - Ministry of Justice
PO Box 743
Newport
Gwent
NP10 8FZ
APinvoices-MOJ-U@gov.sscl.com

- 2.1 Where the Buyer requires invoices to state a Purchase Order number, the Buyer will be responsible for ensuring this is issued to the Supplier in time to be included on the first invoice.
- 2.2 Charges will (save where Schedule 20 paragraph **Error! Reference source not found.** applies) be invoiced in a single invoice upon completion of the Services.
- 2.3 The Supplier reserves the right to charge the Buyer interest on invoices that are overdue at the rate of 3% per annum above the base rate of Barclays Bank Plc accruing from day to day from the date payment is due until payment is made in full.

3 Consequences of Termination

In addition to the consequences of termination in Core Term 10.6, if this Call-Off Order Form is terminated before the Diagnostic has been completed then the Buyer will pay the Supplier for work done up to the date of termination.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. Introduction

Her Majesty's Prison and Probation Service (HMPPS) is an executive agency, sponsored by the Ministry of Justice. We are here to prevent victims by changing lives. We work with our partners to carry out the sentences given by the courts, either in custody or the community.

We reduce reoffending by rehabilitating the people in our care through education and employment. The agency is made up of Her Majesty's Prison Service, the Probation Service and a headquarters focussed on creating tools and learning.

Responsibilities

Within England and Wales, we are responsible for:

- running prison and probation services
- rehabilitation services for people in our care leaving prison
- making sure support is available to stop people reoffending
- contract managing private sector prisons and services such as:
 - the prisoner escort service
 - electronic tagging

Through HM Prison Service: we manage public sector prisons and the contract for private prisons in England and Wales. Through the Probation Service: we oversee probation delivery in England and Wales.

Priorities

We will deliver the government's vision and investment to make prisons places of safety and reform, and to continue to transform our work in the community.

We will provide safe and supportive environments, where people work through the reasons that caused them to offend and prepare for a more positive future.

How we work

We work with many agencies, organisations and partners to provide our services including charities and social enterprises.

We also work with independent inspectors, local councils, youth offending teams, courts, police and other enforcement agencies to meet our responsibilities and support the justice system.

2. Background to the Requirement

The Reducing Reoffending Portfolio (RRP) is a Ministry of Justice (MoJ) and Her Majesty's Prison and Probation Service (HMPPS) Delivery Portfolio to support the Prime Minister's ambitions to reduce reoffending and protect the public.

The RRP is supporting the Senior Leadership Team's requirement to develop a clear vision for resettlement in 2025. This involved a need to explore the underpinning systems, processes and resources needed to realise the vision.

There is also commitment by this government to develop a 'resettlement passport' to improve resettlement for prison leavers by bringing together the key elements they need to desist from crime. This commitment has been reiterated in Prisons Strategy White Paper published in December 2021: [Prisons Strategy White Paper - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/102422/Prisons-Strategy-White-Paper.pdf).

Resettlement Passports will bring together the key information and services to support prison leavers to address drivers of repeat offending and ensure a smooth transition into the community. An individual's passport will be a personalised document covering healthcare, education, skills, work, accommodation and family ties. It will be a practical tool that organises, plans and records the information and services needed to support prison leavers' resettlement and reintegration back into the community after release and which can be accessed by professionals working with them.

We want these to be personalised based on an individual's needs, focusing on priority outcomes including training and employment (e.g. integration with careers advice, a CV), healthcare (e.g. continuity of treatment), and access to the basic information they need (e.g. details of appointments, ID and a bank account). The 'passport' will build on existing processes, information and services to ensure that support is more integrated and personalised. This process would be activated at the start of an offender's sentence, during custody and post release to the community. Preparing for release from the day of reception will reduce the need to have to refer to services at end of sentence or barriers such as accruing credit card debt, being evicted due to rent arrears or other issues. The 'passport' is likely to evolve over time and become something that can be accessed digitally by the prison leaver and the relevant agencies involved during and after the sentence is served.

As outlined in the Prisons Strategy White Paper, we have identified five principles that should guide development of the passport:

- Provides clarity over **who is accountable** at each stage of the process for improving rehabilitation and resettlement outcomes to reduce reoffending;
- Takes a **personalised approach**, adapting to challenges faced by different cohorts (e.g. female prison leavers) or reflecting sentence length or day of release (e.g. Friday releases);
- **Drives improvements across the priority outcomes** of accommodation, education and employment, and access to healthcare and substance misuse treatment, but also looks at the broader range of factors and services that influence the success of resettlement and reduce reoffending;
- **Improves the sequencing of existing processes and new services, streamlining information gathering and improves data linking and sharing** so that prisoners and prison leavers don't have to provide the same information multiple times to different people;
- **Empowers prison leavers to take personal responsibility and accountability** for their resettlement so they understand and engage with the support on offer, with incentives for progress and consequences if they fail to comply with conditions.

The creation of an effective resettlement passport will enable HMPPS to realise the resettlement vision and address current resettlement challenges by creating a unified system and agency approach.

In order to support the above, we are requiring consultancy support to undertake resettlement user journey mapping. This will require working with external stakeholders including frontline staff (e.g. Prison Offender Managers, key workers, Heads of Reducing Reoffending) in Accelerator Prisons (selected prisons working with HMPPS Reducing Reoffending team to design and test a broad range of reducing reoffending initiatives at pace) and Probation (e.g. Community Offender Managers), as well as internal teams within MoJ, HMPPS and across government, to test and refine what an ideal resettlement journey should look like (day 1 of custody to resettlement post-release). This includes what key information and services different cohorts of prison leavers need access to, as well as working through some of the operational aspects (e.g. roles of different key users including frontline staff and the prison leavers; and what information is collected and shared throughout that process). The resettlement process will need to recognise recent changes resulting from probation unification and current

HMPPS resettlement activity to support prisoners and practitioners, building on existing user journey work and identifying what could be implemented within future reasonable resource/cost parameters.

This work will help us to establish the resettlement vision and guide development and implementation of the resettlement passport (e.g. what it looks like, how it is structured, what it contains) in advance of launching a pilot to trial resettlement passports.

3. Requirement, aims and objectives, and outcomes

Aims and Objectives

This user journey should build on previous user journey work, testing and refining with key stakeholders including prisons and probation and addressing gaps that were not covered in that previous work. This should include:

- **Establishing the ideal resettlement process (from Day 1 in custody through to resettlement post-release)** and the roles, responsibilities, and accountability arrangements of relevant staff* (detailed below) throughout this process.
 - This work should consider all the resettlement pathways*** (identified below) when developing the user journeys, building on previous work where that exists (e.g. previous user journey work focussed on accommodation, education and employment and substance misuse), and carrying out additional work for those resettlement pathways which were not covered (e.g. 'Finance, Benefit and Debt' and 'Families and Community Connectors').
 - This work should also consider the services and information that different prison leavers will need access to / support from in the community post-release and identifying how this support should best be set up, by who and when in the resettlement process.
 - This should also include, building on work done by the Better Outcomes through Linked Data (BOLD) discovery phase, a high level understanding of, within each resettlement pathway, what information is collected, by who and when throughout the process, as well as how this is used and shared and issues/pain points in this process.
- **Tailoring the resettlement passport to different cohorts** – important to understand the information and services relevant to the needs of different cohorts e.g. female and older prison leavers, those on shorter prison sentences and those released on a Friday, to inform how the passport can be tailored to recognise challenges for these groups. Identify the best approach to understand the similarities and differences across different cohorts and the most effective way to reflect these on process maps (e.g. separate maps vs combining maps for some cohorts which have more in common.) An indicative list of cohorts** that should be considered is provided below, however the work should not be limited to these if other cohorts are identified.
- **Engaging with the frontline via Accelerator prisons** to test and refine the process, content and functionality of the passport, understanding and reflecting the needs of the estate including content and functionality of the passport.

Requirements

The key outputs:

Resettlement Process and content

1. Mandatory - Mapping of what an effective resettlement process would look like (from day 1 in custody to accessing resettlement support post-release), identifying and reflecting different cohorts that need to be considered and their varying needs (and how that impacts the process), as well as the roles, responsibilities and accountability arrangements of staff and stakeholders involved in the process. Record changes made through testing, why and as a result of which engagement.
2. Mandatory – Produce outline of the information and services needed by each different cohort** (indicative list below) to inform how the passport can be tailored to recognise challenges for these

groups. Record changes made through testing, why and as a result of which engagement.

3. Mandatory - Develop subsidiary user journey process maps for the current and ideal resettlement process from the perspective of:
 - different service users (identifying differences and similarities between different cohorts of offenders e.g. female offenders, older offenders, offenders with disabilities etc) and the most effective way to reflect these on process maps (e.g. separate maps vs combining maps for some cohorts which have more in common.) and:
 - different staff roles within the resettlement journey (e.g. prison, probation, local and national services including voluntary and community organisations). These should highlight the current resettlement process (building on the relevant pathways process maps (plus others), and what it should ideally look like, and where the challenges are to getting there.

Information collection and sharing

4. Mandatory – Building on outputs from previous work done in the Better Outcomes through Linked Data (BOLD) discovery phase, identify within each resettlement pathway, what information is collected on a prisoner, by who and when throughout the process, as well as how this is used and shared, and issues/pain points in this process. Map this to user journey map (output 1).

Final report

5. Mandatory– Produce paper and presentation to sponsors with a summary of key findings from discovery work / testing with internal and external stakeholders including frontline staff, prisoners/prison leavers, prison governors/SLT etc and setting out finalised resettlement journey, with clear milestones, responsibilities & accountability arrangements, the key information and services needed by different cohorts.

Professionals (indicative)*:

- Heads of Reducing Reoffending (HRR)
- Prison Offender Manager (POM)
- Probation Officer
- Key Worker
- Local/community services including resettlement
- Community Probation Practitioner
- Commissioned Rehabilitative Service providers
- Head of Offender Management Unit (HOMU)
- Head of Safety
- Head of Resettlement
- Other Government Departments

Cohorts to be considered (indicative) **::

- Disabilities
- LGBTQ
- Transgender
- Religion/Belief
- Age e.g. older offenders, youth to adult transition
- Race and Ethnicity
- Friday Releases
- Longer Term Sentences
- Indeterminate sentence for Public Protection
- Multi-agency public protection arrangements (MAPPA) including violent and sexual offenders.
- Prolific offenders

- Short sentences
- Foreign National Offenders
- Remand prisoners

Pathways*:**

- The Basics (e.g. ID and Bank Account) and Finance, Benefits and Debt
- Accommodation
- Education
- Employment
- Substance Misuse
- Family and Community Connectors
- Health (including Mental Health, Pregnancy/Maternity)

Output Specification

The user journey work should explore the following:

Resettlement process and context

- Build on existing work, establish what the current and ideal resettlement journey looks like for different cohorts of prisoners/prison leavers, effectively reflecting changes resulting from probation unification and SR21 investment?
- What are the types of services/interventions offered to all prisoners by HMPPS and when? Which services/interventions are delivered by non-HMPPS staff e.g. contracted services (including CRS and healthcare)? voluntary and community organisations? How can they be accessed, and do they collect any information on prisoners?
- Who are the key cohorts we need to consider to ensure the passport is personalised to meet their needs? How should the resettlement passport be tailored to meet the needs of different cohorts and what content should it contain for each cohort?

Information collection and sharing

For each resettlement pathway:

- What information is collected on a prison leaver and when throughout the resettlement process (from day 1 in custody to post release)?
- Who is collecting the information? What is their role/responsibilities? Why it is being collected / how is it used?
- What dataset is this recorded in?
- Who is this information shared with?
- Are there any issues/pain points in this process?

Are there any opportunities to streamline the collection and sharing of data?

4. In Scope, Out of Scope

In scope:

The scope of this work is to undertake resettlement user journey mapping for all adult prisoners/prison leavers across the male and female estate (including consideration of the transition for those entering adult custody from the youth estate)

This will require working with external and internal stakeholders, to test and refine what an ideal resettlement journey should look like (day 1 of custody to resettlement post-release) and what key information and services different cohorts of prison leavers need access to, as well as working through some of the operational aspects (e.g. mapping data flows).

The resettlement vision will need to recognise recent changes resulting from probation unification and current HMPPS resettlement activity to support prisoners and practitioners.

This work will help us to establish the resettlement vision and guide development and implementation of the resettlement passport (e.g. what it looks like, how it is structured, what it contains) in advance of launching a pilot to trial resettlement passports.

Out of scope:

- Scotland and Northern Ireland.
- Prisoners under 18 years old

5. Location of Assignment

This assignment will require a mix of office working at Ministry of Justice, 102 Petty France, some prison / probation visits (subject to public health guidance) and remote working.

6. Security arrangements for Consultants

- Baseline Personnel Security Standards (of which Disclosure Scotland is a part) are a default requirement in any Consultancy contract.

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

- Please note if you require any additional/higher level security requirements

Newton Europe Limited: Reducing Reoffending – Resettlement User Journey Mapping Response

1. Our understanding of your requirements

As part of the wider Probation portfolio, the 'Reduce Reoffending Portfolio' (RRP) aims to support individuals to reduce their likelihood of reoffending and recidivism, with a particular focus on improving access to key opportunities such as accommodation, employment, and health support on their release from custody. To achieve this outcome and contribute to the 2025 resettlement vision, you want to develop a digitally accessible 'resettlement passport' that will help the user to understand and link the necessary information, processes, and resources across the system. This will improve the journey of prison leavers and ultimately their outcomes. We see this user journey mapping requirement as an essential part of the programme, building on the work from the BOLD programme and providing the necessary end-to-end detail to progress into development of the passports.

To deliver on this ambition, this initiative must put the individual's outcome at the heart of the journey maps, and understand the impact that could be unlocked by engaging and aligning all the system partners behind a common goal.

2. Our Proposed Approach

To deliver this programme, Newton has formed a partnership with PUBLIC. Both organisations help their clients tackle complex challenges to improve outcomes for individuals. Together, we combine Newton's expertise in delivering complex operational, digital, and behavioural change with PUBLIC's specialist design and technology capabilities and deep sectoral knowledge of the justice system's resettlement pathways and data estate.

You have set out five key principles to guide the development of the passport: accountability, empowerment, personalisation, streamlining processes, and continuous improvement. We have experience of delivering 40+ user journey optimisation projects with Local Authorities, NHS trusts, and central government departments, and understand the resettlement data within the MoJ and across the wider ecosystem. We therefore believe our approach described below will place these principles at the heart of the work. We will bring you:

- **A rigorous engineering-based methodology.** While we bring a defined methodology to all our programmes, it will be applied in a bespoke way with stakeholders across the system to deliver a unique product for the MoJ. This approach is designed to use data and evidence to identify issues within complex operational environments, where user experience is dependent on seamless interactions between multiple teams and systems. This will result in a set of clear opportunities to improve pathways, develop the passport and support the resettlement vision.
- **An inclusive and integrated view of data across the resettlement pathways to build accountability and alignment.** Intuitive and easy access to the right information at the right time allows everyone involved in an individual's journey to know who is accountable and involved in making informed choices at each stage. We will leverage our experience of supporting Cabinet Office and No10 to prepare for EU Exit, working across 14 government departments and their agencies to build a comprehensive view of the data needed to make informed decisions, and using this to align multiple departments around a common outcome. By engaging stakeholders through a clear design process, we will collectively look at the system, improve the sequencing of existing processes, streamline information gathering, and identify places where new services are needed.
- **Human-centred design that puts prison leavers at the heart of the product.** This will be informed by in-depth research and engagement with representative prison leaver cohorts and staff at all levels, utilising our experience from the BOLD programme, in which we convened these groups in inclusive working forums. Our tested approach gives a voice to users - both prison leavers and staff groups - within the design process and focuses on identifying key rehabilitative enablers to underpin a tailored passport service that can respond to specific challenges for each user cohort.
- **A sustainable and pragmatic implementation plan.** The plan will consider the costs, be informed by risk, and created with stakeholders across the system. This plan will allow you to not only identify and improve the current process, but be able to proactively prepare for future decision-making and look at a broader range of factors and services that influence the success of resettlement. This will enable continuous improvement across the priority outcomes.

3. Our proposed processes to meet your objectives and outputs

We outline below the specific capabilities and processes that explain how we will execute our approach and deliver the outputs in the SoR:

User Mapping – Our approach is to design with users, not for users. We will generate context-specific user insights by using ethnographic interviews and shadowing of staff and prison leavers in their routines to create a clear understanding of daily pain points. This includes mapping the complex handoffs between staff roles and prison leavers, where services or data sharing often break down. Our specialist Experience Designers will conduct 'design thinking' workshops to co-design passport product attributes with stakeholders. To conduct research and design with utmost sensitivity, we will establish a 'Lived Experience User Panel' of representative ex-offenders to consult on best practices for these groups (drawing on PUBLIC's partnership with Prison Reform Trust, used similarly in Prison Leaver Innovation Competition).

Programme Management – Starting with an accelerated set-up period in week 1, our programme management capability will ensure that the approach, ways of working, progress,

risks, and interdependencies will always be proactive and drive clarity. You will be updated on progress through a regular but succinct governance forum. Practically we would look to utilise the existing monthly 'Reducing Reoffending' board meetings, but also set up a focused steering group that sits between these board meetings, and have access to a HMPPS programme manager (similar to the role DD, CJ Business partnering team undertook during the BOLD programme) to provide more regular feedback on progress.

Internally, and to assure the programme's success, we will use our extended peer review (EPR) process to get a wider range of experience and knowledge from subject matter experts across our organisations, at no cost to you. Newton is ISO9001 (Quality Management) and ISO27001 (Information security management) certified.

Stakeholder Engagement – We recognise the range of individuals who will have to input into the passport's development, and the importance of engaging them throughout the mapping, design and implementation. This will enable the solution and its users to realise its full potential. We will use our existing relationships and a range of forums to gather insight from a representative and diverse range of stakeholders from day one. This will build on our prior engagements with Deputy Director, Prisoner Outcomes, Resettlement and Reoffending; Deputy Director, Reducing Reoffending; and the Heads of Reduce Reoffending. Together this will deliver a product that works and mobilise a group of stakeholders who are excited and enthusiastic to be involved in the next stages of the process.

Change Management - All of our consultants receive training in our 'people centred change' methodology. This will be used to support you to bring the wide range of stakeholder and users with you on the change journey and feel ownership for upcoming changes. Our methodology is underpinned by behavioural science, has an outcomes driven mentality, and a high level of integrity in how we execute. It is based on the 'The Change Curve' that every stakeholder will go through at varied intensity and pace and arms our consultants with a range of tools they will utilise to tailor their approach and support. Examples include identifying cultural norms, influencer communities, digital maturity, and developing engagement indicators. Ultimately, to make this a success people need to want to change. We achieve this by creating the right change management plan, focusing on leadership direction, and designing an environment for success.

The capabilities and processes outlined above will be present throughout our 3 phase approach;

The Ambition (Weeks 1-4)

Why is this important? – To mobilise a large and complex system behind an 'ideal pathway' requires clear aims and objectives. This phase will set a clear vision statement for the resettlement journey to communicate with all levels of the system. This strategic direction will allow us to build an unconstrained map of the 'ideal' resettlement journey and articulate its benefits to individual users within the 'Reduce Reoffending' ambition.

The output you can expect – Mapping of the ideal resettlement journey, reflecting different cohorts, roles, responsibilities and accountabilities. Outline of information and services required to achieve the ideal journey and tailor the passport to the cohort specific challenges.

How we will use our previous experience to accelerate delivery

- Appreciation of the challenges with using data to build a 'top down' view of an ideal journey in the time frames. We therefore plan to utilise digital surveying to increase the volume of data points.
- Understanding of high level 'Reduce Reoffending' strategic outcome ambitions.

The Mapping (Weeks 3-7)

Why is this important? - We recognise the work from existing MoJ programmes (including our work on the BOLD project) requires stitching together to give an end-to-end view of the current resettlement journey, expanding this to cover additional cohorts and outcomes in scope. This

view will then allow us to prioritise the challenges that exist in closing the gap between the current and ideal journey maps and successfully developing a digitally enabled passport.

The output you can expect – End-to-end map of current resettlement journey that reflects different cohorts (the number of cohorts to be agreed during the project), roles, responsibilities and accountabilities. Detail of existing data and collection methods used throughout the current journey. Clear articulation and prioritisation of the challenges to overcome in developing the passport and ultimately achieving the ideal resettlement journey.

How we will use our previous experience to accelerate delivery

- User maps, understanding of data sources and relationships from the BOLD programme.
- Awareness of some of the key challenges that exist. For example; the complexity of building technology that can operate in older prisons with limited internet coverage, the range of in cell technology available across the prison estate, or the varied levels of access prisoners can have to technology based on the stage of their sentence.
- Understanding of the infrastructure within prisons that limits the interventions available to prisoners, and the lack of data linked systems to identify the impact of specific interventions.
- Utilise our network of SMEs from both organisations to provide regular challenge and ideas to ensure we are maximizing the cross-sector knowledge share and value of experience available.

The Forward Plan (Weeks 7-11)

Why is this important? – For the resettlement passport to deliver measurable impact on prison leaver outcomes, you must have a practical and pragmatic plan that is ready to be implemented across the system. The discovery phase alone will not deliver the benefit. The activities and milestones within that plan must give you a clear view of the technology and data options available, have been designed by the people who live and breathe the system every day, their feasibility tested, costs considered and risks identified.

The output you can expect – Clear articulation of the potential solutions to the challenges quantified in the mapping phase. Stakeholder feedback on the viability and benefits of these solutions. Finalised resettlement journey. Development plan with clear milestones, activities and accountabilities to progress the 'resettlement passport' into design and implementation.

How we will use our previous experience to accelerate delivery

- Use deep knowledge of existing technology landscape at MoJ, and passport solution research from our PLIC programme.
- Experience working with authorities that have undergone unification to manage change in a system already experiencing significant change from the recent probation unification.
- Experience of cross system working to tackle challenges around clarity of accountability.
- Experience of delivering operational process change to identify solutions and activities to delivering the ideal resettlement journey, in addition to the passport product development.

4. Project Plan

The project plan below indicates the activities that will be involved in executing the 3 key phases, an indicative resource profile, and when you can expect these to happen over the duration of the 12 week discovery period.

[REDACTED]

Our track record supporting community integration

At the heart of Newton and PUBLIC's methodologies is working in partnership with users and communities to co-design and deliver solutions [MAC 8.1 of Buyer's environmental and social value policy]:

- Newton has worked with over 100 public sector organisations delivering vital services to communities, including several of the largest health and social care systems in the country. The core of much of this work is enabling citizens to live fuller, more independent lives in their communities. For example, we worked in close partnership with practitioners in the Royal Borough of Greenwich to enable 34% more of its residents to achieve their most independent outcome by better integrating community services.
- PUBLIC always works with users and communities to co-design and deliver solutions. For instance, we used extensive user-research, including interviews and two multi-stakeholder workshops across 17 boroughs, to meet a range of diverse user and community needs. Our final service design included the creation of a first-of-its-kind collaborative user-centred digital toolkit.

Both Newton and PUBLIC place great emphasis on influencing its staff and clients to support community integration [MAC 8.2 of Buyer's environmental and social value policy]:

- Newton is proud to work with a number of charities with a focus on supporting disadvantaged citizens to live as more integrated members of their community. For instance, we have been co-developing Greater Change in Essex alongside rough sleepers and local charities - an app-based donation system designed to help people donate smarter, empowering homeless people to fund rent, education and personal development. Last year, we helped 14 real people out of homelessness and integrate into their community, with an estimated £268,000 saving to the public purse.
- PUBLIC organised a roundtable with its staff and experts last year to consider how to best enable entrepreneurship and integration among refugee communities – specifically Afghan refugees arriving in the UK. PUBLIC also encourages its staff to support Under One Sky, a homelessness initiative in London and Brighton.

What we will do if we secure this contract, aligned to [MAC 8.1 of Buyer's environmental and social value policy]

- A. **We will work in partnership with relevant charities to better understand how prison leavers can be supported to re-assimilate into their communities and co-design solutions to achieve this.** The success of this programme will depend on understanding the reassimilation journeys of different cohorts of prison leavers, and the challenges they face in integrating into their communities. We will therefore commit to establishing partnership forums with relevant charities – Switchback and the Prisons Reform Trust – to advise on and co-design user journey mapping.

What we will do if we secure this contract, aligned to [MAC 8.2 of] Buyer's environmental and social value policy

- B. **Provide training in Newton and PUBLIC's innovation, data analysis and user engagement methodologies to your workforce, enabling them to better support programmes aimed at community integration.** We commit to providing at least 50 hours to training your staff, based on a skills gap analysis. We will also commit to enabling MOJ and HMPPS staff to access our internal knowledge sharing network, for instance by attending one of Newton's Review Days. These are fortnightly internal conferences where up to 350 of Newton's staff come together to share our biggest challenges and tap into the organisation's breadth of expertise to solve them, accelerating progress.

- C. **Organise for Newton and PUBLIC staff to volunteer with a charity supporting community integration.** There are a number of charities that are committed to supporting prisoners re-settle and integrate into their communities, such as the Prisons Reform Trust, Switchback and Nacro. We commit to partnering with one of these organisations during Newton's annual charity day and provide 75 hours of pro-bono support. This could range from working with current prisoners and prison leavers with CVs and job applications, to upskilling the charities in data analytics, business case development and change management.
- D. **Organise workshops and 'Lunch and Learn' sessions with charities supporting prisoner resettlement to raise awareness among Newton and PUBLIC staff.** We will collaborate with partners such as Switchback and the Prisons Reform Trust to raise awareness among our employees about the issues facing prison leavers and inform them about the ways in which they can support prisoner leavers to integrate successfully in their communities.

Timed Action Plan

[REDACTED]

3. Reporting and Feedback We will hold monthly steering group meetings to measure progress against KPIs. These will indicate where we have achieved our goals and where we need to retain more focus. We will actively seek feedback from staff participating in the workshops and your employees receiving training. This will be discussed in the monthly steering group meeting to identify improvement opportunities.

4. Transparency MOJ leadership will be invited to attend the monthly steering group meeting and we will provide access to reports as required. A request can be made to access a report showing our progress at any stage of the contract.

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:	[REDACTED]
Name:	[REDACTED]
Role:	[REDACTED]
Date:	[REDACTED]

For and on behalf of the Buyer:

Signature:	[REDACTED]
Name:	[REDACTED]
Role:	[REDACTED]
Date:	[REDACTED]