



Ministry
of Justice

Get the Data Ltd (GtD)
Studio 26
Switchboard Studios
Uplands B
Unit 50 Uplands Business Park
153 – 157 Blackhorse Lane
E17 5QZ

Attn: **Jack Cattell/Alan Mackie, Director**

By email to: jack.cattell@getthedata.co.uk

Date: 05/03/2019

Your ref: YJB_AssetPlus

Our ref: con_16269

Dear Sirs,

Award of contract for the supply of YJB Outcome Evaluation of AssetPlus Process

Following your tender/ proposal for the supply of an outcome evaluation of AssetPlus to assess whether its aims have been met to the Youth Justice Board, we are pleased to award this contract to you.

This Award Letter and its Annexes set out the terms of the contract between the **Ministry Of Justice** as the Customer and **Get the Data** as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at the Supplier's premises (Studio 26, Switchboard Studios, Uplands B, Unit 50 Uplands Business Park, 153 – 157 Blackhorse Lane, E17 5QZ) and also at various YJB sites across the country (Customer's Premises)
- 2) The revised charges for the Services shall be as set out in Annex 2 -these supersede the costs detailed in the Supplier's quotation.
- 3) The specification of the Services to be supplied is as set out in Annex 3, the Supplier's quotation, dated 18/05/2018.
- 4) The Term shall commence on 14/01/2019 and the Expiry Date shall be 31/05/2020.



5) The address for notices of the Parties are:

Ministry of Justice

12th Floor
102 Petty France
London
SW1H 9AJ

Attention: Paul Clarke
Director Oversight Intelligence & ICT, Arms
Length Bodies (ALB)| YJB

Email: Paul.Clarke@yjb.gov.uk

Get the Data

Studio 26
Switchboard Studios
Uplands B
Unit 50 Uplands Business Park
153 – 157 Blackhorse Lane
E17 5QJ

Attention: Jack Cattell/Alan Mackie, Director

Email: jack.cattell@getthedata.co.uk

6) The following persons are Key Personnel for the purposes of the Agreement:

Name	Title and contact details
Paul Clarke, Youth Justice Board	Director of Oversight, Intelligence & ICT 12th Floor 102 Petty France London SW1H 9AJ T: 020 3334 5300 M: 07542946456 Email: Paul.clarke@yjb.gov.uk
Martin Skeats, Youth justice Board	Director of Programme Delivery 12th Floor 102 Petty France London SW1H 9AJ M: 07785 381670 Switchboard: 020 3334 5300 Email: martin.skeats@yjb.gov.uk
Jack Cattell, Get The Data	Director Get the Data Ltd Studio 26 Switchboard Studios Uplands B Unit 50 Uplands Business Park 153 – 157 Blackhorse Lane E17 5QJ
Alan Mackie, Get The Data	Director Get the Data Ltd Studio 26 Switchboard Studios Uplands B Unit 50 Uplands Business Park 153 – 157 Blackhorse Lane E17 5QJ
Ashraf Mulla, Ministry of Justice	Senior Commercial Manager Commercial & Contract Management Directorate (CCMD) 1st floor, 5 Wellington Place, Leeds. LS1 4AP
Catherine Land, Ministry of Justice	Assistant Commercial Manager Commercial & Contract Management Directorate (CCMD) 1st floor, 5 Wellington Place, Leeds. LS1 4AP



- 7) For the purposes of the Agreement the Staff Vetting Procedures, data security requirements can be found in Annex 4
- 8) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken all checks required under Baseline Personnel Security Standards (BPSS)

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

The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: **YJB, SSCL, PO Box 769, Newport, NP20 9BB**. Within [10] working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, Contract reference and the details (name and telephone number) of your Customer contact (i.e. Contract Manager – Catherine Land/Ashraf Mulla). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to MoJ-finance-enquiries@sscl.gse.gov.uk or by telephone **0845 241 5351 (Option 2)** between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be Catherine.Land@justice.gov.uk or, in their absence, MoJProcurementProfessionalServices@justice.gsi.gov.uk

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to

Catherine Land/Ashraf Mulla
Ministry of Justice
Commercial & Contract Management Directorate (CCMD)
1st floor
5 Wellington Place
Leeds
LS1 4AP

within 7 days from the date of this letter. No other form of acknowledgement will be accepted.



**Ministry
of Justice**

Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **Ministry Of Justice**

Name: Ashraf Mulla
Senior Commercial Manager

Signature:

Date:

11/03/19

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of **Get the Data**

Name: Jack Cattell
Director

Signature:

Date:

16/3/19

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- “Agreement”** means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Award Letter”** means the letter from the Customer to the Supplier printed above these terms and conditions;
- “Central Government Body”** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- “Charges”** means the charges for the Services as specified in the Award Letter;
- “Confidential Information”** means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Customer”** means the person named as Customer in the Award Letter;
- “DPA”** means the Data Protection Act 1998;
- “Expiry Date”** means the date for expiry of the Agreement as set out in the Award Letter;
- “FOIA”** means the Freedom of Information Act 2000;
- “Information”** has the meaning given under section 84 of the FOIA;
- “Key Personnel”** means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
- “Party”** means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
- “Personal Data”** means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
- “Purchase Order Number”** means the Customer’s unique number relating to the supply of the Services;



"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Supplier"	means the person named as Supplier in the Award Letter;
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.



3.2 In supplying the Services, the Supplier shall:

- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.



- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and



the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.



9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:
- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those



records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.



11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

(a) any breach of the security requirements of the Customer as referred to in clause 13.3; and

(b) any request for personal data; and



13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:



- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.



17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority,

and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



Annex 2
Charges

Phase	Task	Start Date	Due Date	Weeks after last task
1. Feasibility study	Start up meeting		18/12/2018	
	PID		08/01/2019	
	YJB Data review and collection	07/01/2019	15/04/2019	
	Consultations with YJB and YOT	14/01/2019	15/04/2019	
	Secondary data review and collection	07/01/2019	25/01/2019	
	Data audit and data analysis		08/05/2019	2
	Initial proposals to YJB		09/05/2019	1
	Full feasibility assessment		23/05/2019	2
	Feasibility report (Draft)		31/05/2019	1
	Feasibility report (Final)		21/06/2019	1
2. Interim outcomes evaluation	Data collection	21/06/2019	28/06/2019	
	Data analysis	28/06/2019	12/07/2019	2
	Interim report (draft)	12/07/2019	26/07/2019	2
	Interim report (final)		16/08/2019	
3. Final outcome evaluation	Data collection	30/03/2020	24/04/2020	
	Data analysis	20/04/2020	04/05/2020	
	Final report (draft)	04/05/2020	22/05/2020	
	Final report (final)	25/05/2020	29/05/2020	
5. PSM	Data collection	21/06/2019	28/06/2019	
	Data matching and analysis	28/06/2019	12/07/2019	
6. Measuring desistance	Analysis		12/07/2019	
7. Local data collection	Data sharing	01/09/2019	30/10/2019	
	Collate data	06/01/2020	31/01/2020	
	Data processing	03/02/2020	17/02/2020	
	Analysis		31/03/2020	



Description	Amount
Agreed project initiation document	£7,120.00
Draft report on evaluation feasibility study and suggested approach/es to measure outcomes	£6,835.20
Final report on evaluation feasibility study and suggested approach/es to measure outcomes	£1,708.80
Interim outcome report on first set of outcome data available (FTEs and remands in custody) and reoffending data for first YOTs to deploy	£8,544.00
Final report of outcome evaluation results	£11,392.00



Annex 3
Suppliers proposal

GtD

**YJB Outcome
Evaluation of
AssetPlus
Proposal**



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Introduction

Get the Data Ltd (GtD) is pleased to provide a proposal for an outcome evaluation of AssetPlus. GtD is in the vanguard of innovative approaches to predictive modelling and impact evaluation of offender management. It is proposed that the evaluation will be directed by **Jack Cattell**, who leads the development of GtD's cutting-edge offender management analysis. He will be supported by **Jay Hughes**, a statistician and a member of our analytics team since 2016. **Alan Mackle** will provide quality assurance. Full C.V.s for the team are found in Appendix D.

The team has the appropriate skills and experience to complete this outcome evaluation, namely:

Understanding of the Youth Justice System (YJS)

The team has a track record of evaluating youth justice programmes that goes back over 20 years¹. We have led work associated with the use of risk-assessment tools (including ASSET); and met the demand for scientific methods in outcome evaluation. More recently our work has contributed to the growing use of diversion in the YJS; supported the shift from central prescription to more local autonomy; and met the demand to measure an individual's "agency" and "identity" together with the "structural" factors that are associated with desistance theory.

Experience of youth justice data

The team has also developed deep knowledge of data required to complete the evaluation. These include data from case management systems (CACI, Careworks and Careevision), assessment tools (Asset, Onset, AssetPlus and YOGRS) and PNC (outcome/reconvictions). These sources will provide data on *static factors* such as previous offending history and re-conviction data, and also *dynamic factors* that are correlated with re-offending, e.g., risk and protective factors.

Skilled in quasi-experimental methods

GtD's unrivalled knowledge of YJS data is essential for developing quasi-experimental methods. We are trained statisticians and have applied mixed-effects models, multi-level modelling and propensity score matching in the YJS context. The team used these methods in our recent evaluations of the Surrey Youth Restorative Intervention (2014 & 2017), Norfolk OPCC's WONDER programme (2017), and school interventions with young people (2013 and 2015).

Understanding of AssetPlus and Desistance Theory

AssetPlus is a step-change from the original Asset assessment and is based on the improved knowledge of how a young person will desist from crime. Unlike Asset, AssetPlus is not a linear process based on risk-assessment. Rather it seeks to understand the interactions of an individual's personal situation, attitudes, and social setting – and particularly their positive strengths – at different points in time – and how they will influence a young person's desistance from offending. This new approach will require the practitioner to strike a greater balance between risk factors and the strengths of the young person, and to view any re-offending as part of the desistance process.

¹ Details of those projects can be found in Appendix D in Jack, Jay and Alan's CVs.



Approach and method (5 pages)

This section describes the approach and methods that we will use to complete the feasibility study and an outcome evaluation.

Approach

The approach to the feasibility study and outcome evaluation is based on an understanding of the purpose, features and causal mechanisms of AssetPlus. First, we describe how to define meaningful outcomes to test the efficacy of AssetPlus; second, how to identify potential rigorous research designs, and third, how to assess their feasibility.

Defining Outcomes

AssetPlus should be tested against its plausibly related outcomes. As such we propose that a theory-based approach will inform the design of the feasibility study and outcome evaluation. Through a review of the YJB's theory of change for AssetPlus we will identify outcomes that are both plausible and measurable. We know, however, that the main outcome should be reductions in re-offending, but the evaluation must distinguish between *primary desistance*² and *secondary desistance*³. It is proposed, therefore, that the evaluation will measure changes in the patterns of offending and time to first offence, in addition to reoffending rates and frequency of reoffending.

The proposed outcomes are set out in Appendix 1 of the YJB's invitation to tender, and these can be summarised as reductions in reoffending, improved compliance, improved outcomes for the young people, improvements in operational efficiencies and relationships within the YJS; and higher quality outputs (assessments and intervention plans). These are all relevant to AssetPlus but omit the key desistance outcomes of a young person's change in identity and ability to take action. We will assess if the YJB's current data collection practices can be amended to collate these data.

We propose to remove two outcomes now. Expecting demonstrable impacts on the wider CJS would stretch the theory of change too far, while proving improved efficiencies will not require a quasi-experiment. We would also discuss with the YJB how the number of FTEs could be affected since AssetPlus will predominantly be completed once a young person becomes an FTE. Those outcomes without a baseline measurement (the YOT staff survey) cannot be included. A more limited, analysis, however can be applied to describe any trends in YOT staff attitudes since the introduction of AssetPlus.

Identifying Research Design Options

The feasibility study should assess a quasi-experimental before and after design, and more rigorous design options. The Maryland scale (Sherman et al, 1998) suggests that randomised control trials (RCT) and matched comparator designs are more rigorous than before and after studies. The manner in which AssetPlus was implemented prevents an RCT and therefore we propose match comparator designs. Above all else, the research designs must minimise selection bias (Campbell and Stanley, 1963). We know that disposal types (e.g. orders and conditional cautions) qualify a

² A young person does not reoffend for a period/less frequently or commits less serious offences.

³ Where the individual no longer sees him or herself as an offender.



young person for an AssetPlus, but we also know that YOTs and police forces across the country have different policies to select those who receive such disposals (Sutherland et al, 2018). We have identified three generic options that address this issue, described below in ascending order of rigour:

1. Historical comparator built from PNC: matches young people who were assessed using AssetPlus to young people from the same YOT who were convicted before its introduction (in practice the before period will be up to 18 months before the introduction of AssetPlus to prevent any contamination). This approach is the simplest to complete, but the limitations are that it assumes reoffending rates and local policies are the same before and after the implementation of AssetPlus.

2. Contemporary comparator built from the PNC: takes advantage of AssetPlus' hybrid model of implementation, where the early implementation YOTs are matched to the late implementation YOTs, with the time gap used as a control period. Young people from the implementation site are matched to similar young people in the matched YOTs. This design is an improvement because all young people are subject to the same macro conditions. The limitations might include insufficient control units within a matched YOT and the matching of YOTs might be inaccurate⁴.

3. Difference in difference: extends the contemporary comparator by including a before period in which young people are also matched. This is the most rigorous approach as it can control for macro trend effects over time. A limitation is the assumption that the matched areas' policies are similar, which may not hold for a longer time period.

The sample for these methods is all young people assessed using AssetPlus and their matches (individual level data are required). The tender document suggests assessing whether AssetPlus can predict reoffending. We want to discuss this option with the YJB because the research would not evaluate AssetPlus' impact and, we understand, AssetPlus was not designed to predict reoffending.

Assessing feasibility

The feasibility study will maximize the *internal* and *external* validity of the outcome evaluation. The following framework, based on the original work by Campbell and Stanley (1963), will be used to assess the feasibility of the before and after design, plus the match comparator options described above:

Internal validity (extent to which confounding factors are avoided):

- **Selection bias:** *is there is evidence to suggest the model is biased?* Pilot model accuracy will be reported and bias and RSME errors statistics will be investigated. Changes in selection policies will be tested using time-series analysis such as structural breaks analysis.
- **Controlling for other explanations:** *has the PSM and statistical analysis controlled for confounding factors sufficiently?* A data audit will review potential confounders.
- **Data measures:** *do the available data validly measure the outcome measure?* The data will be audited for completeness and whether a validated tool was used to estimate the outcome.
- **Contamination:** *can control units be supported with AssetPlus?* Young people who were convicted before the introduction AssetPlus might actually be subject to an AssetPlus.

⁴ We will speak to YOTs to check the face validity of the YOT matching.



- **Implementation effects:** *should the staggered implementation be controlled for?* Later YOTs may learn from the early YOTs experiences.

Statistical power: The expected treatment effect will be estimated from relevant research. A sample size for 95% statistical significance and 80% statistical power will then be derived. This will be compared to an estimated throughput of AssetPlus, before and after periods will be set to achieve the correct sample size.

External validity (extent to which results can be generalised): We know that YOTs and Police Forces have different approaches to diversion and who receives a disposal for which they qualify for an AssetPlus. We need to control for this to generalize the findings.

Method

The project will commence with a start-up meeting with the YJB and GtD will complete a project initiation document.

Completing the Feasibility Study

The feasibility study will report on appropriate outcomes and research designs for the outcome evaluation. The tasks to complete in for the study are:

1. Review all relevant documentation to understand the theory of change and define relevant outcomes. We will consult YJB and YOT representatives on the implementation of AssetPlus and their perception of the important outcomes. We may also identify extra research design options.
2. Collate available YJB data on all young people given an AssetPlus, not given an AssetPlus and the YOT level outcome data. The data will be audited for gaps and accuracy, and the data will be described, identifying who does and does not receive an AssetPlus and how it is implemented.
3. Collate all relevant YOT level and police force statistics and trial the methods (described below) for creating comparison YOT areas. We will also apply for and link PNC data to the young people data to trial and evaluate all proposed statistical models and matching processes. Consequently, we will present initial findings to the YJB for comment and development at this point.
4. Finally, the full assessment of the different evaluation options against the proposed and by now updated assessment framework will be completed, and the feasibility report presented.

Outcome Evaluation

The interim outcome evaluation will report the YJB's priority outcomes and outcomes for which meaningful results can be found at that time. The final report will complete these analyses and add in all remaining agreed outcomes.

Quasi-experimental before and after design

The YJB requested tenderers to design and cost the outcome evaluation as a 'quasi-experimental before and after design' to estimate impacts on the listed outcome measures. We have defined such a design as a pre and post-test with no comparison group. This design requires 2 or more repeated measures of an AssetPlus outcome, at least one before and one after the introduction of AssetPlus.

The main analysis will be performed at the level of the YOT as all the outcomes measures listed in the tender document are available for YOTs. This is beneficial because the data are dependent, thus reducing estimates of variance. A generalised mixed effects model will be fitted to the data for each outcome measure. This is a generalized version of fixed and random effects panel regression and it is used in highest quality before and after studies (Yarkiner et al, 2013). Other benefits of this model



include: it allows for missing data (which is likely), the sample of 77 YOTs will be sufficient to find small treatment effect sizes; it can control for YOT factors such as demographics, police activity, policy towards FTEs and clustering effects; and it can estimate the trend changes in YOT staff attitudes post implementation of AssetPlus. Prior to fitting models, any data would be acquired, processed, cleaned and described in full. Appropriate model diagnostics will be run, checked and reported.

An alternative method is interrupted time series analysis. This is unlikely to offer greater rigour because there will not be sufficient time points of data and YOT level analysis cannot be adequately performed. Where available (such as for reoffending statistics), the YJB's individual records of young people from before and after the introduction of AssetPlus could be analysed using a multi-level regression model. If, however, this approach is possible then a more rigorous approach is also possible.

More Rigorous Designs

The YJB also asked us to describe and cost a more rigorous research method. We propose using propensity score matching (PSM) to complete the options listed in the approach section. PSM matches a treatment young person to a young person in a control dataset who has a near equal probability to be selected for treatment. Exact and Mahalanobis matching might be theoretically better (Imai et al, 2008) but in practice they perform poorly when there are many covariates (as is the case here). Detailed individual level data are required for these analyses and therefore are likely to be limited to reoffending statistics using the PNC matched to a YOT dataset of young people. Below we describe how to design and complete an historical cohort, and then additional steps required for the other options:

1. *Selection of covariates:* The selection criteria for AssetPlus is the disposal received, so this will be used as an exact match. The YOGRS measure provides the list of factors that influence the likelihood of reoffending⁵ and these should also be used. Ethnicity will be included because BAME young people have a different experience of the YJS, but this should not be interpreted as ethnicity influencing reoffending.
2. *Choose matching method and distance measure:* There are many potential matching methods. These include nearest neighbour (greedy and optimal), sub-classification and kernel matching. There are many distance measures as well, such as a standard deviation and keep the one that produces the best-balanced samples (Imai et al, 2008) Multiple control matches per treatment young person is considered better but not at the expense of sample balance.
3. *Checking balance:* Researchers have used t-tests to check the balance of the samples generated. This approach has been emphatically refuted by Imai et al (2008). Instead, we will, at the same authors' advice, check the standardized differences between covariates and propensity scores.⁶ Researchers, however, have found that the slight misspecification of the PSM model can result in a biased treatment effect (Kang and Schaffer, 2007). With our preferred method, we will rerun the matching as *Covariate Balancing Propensity Scores* which reduces selection bias further

⁵ Listed in the document "The use of the Youth Offender Group Reconviction Scale (YOGRS) in AssetPlus"

⁶ A standardized difference of less than 0.5 is considered good and one less than 0.1 considered adequate (ref).



- (Imai and Ratkovic, 2014). Further diagnostics tests of balance are completed at this stage (comparing the distributions of propensity scores and covariates before and after matching).
4. **Analysis:** to estimate the treatment effect, we will fit a statistical model that assumes the treatment and control group samples are dependent upon each other. The exact method to use will depend on whether the quality of the achieved sample balance suggests regression analysis is required. The potential methods to use include paired t-test, Mcmenar Chi Squared test, conditional logistic regression and generalized estimating equation regression.
 5. **Sensitivity analysis:** It is good practice to test how sensitive your analysis results are to unknown parameters. The exact parameters to use will be defined by the results. Examples are to include a variable that increases the odds of an outcome and not controlling for YOT.

Below we describe the extra steps required for a contemporary control and a difference in difference design:

Contemporary control cohort design (a): This will use a twostep process matching process (see Kitchen et al (2010) for an example): (1) YOTs where AssetPlus has been implemented will be matched (PSM) to similar YOTs where AssetPlus is not yet implemented - matching can be based on the YJB's selection criteria, DNS geographic criteria and the YOTs' approaches to diversion; and (2) young people in the treatment YOT are matched to young people in matched control YOTs. We will speak to YOT representatives about the results to check the face validity of the matched YOTs.

Contemporary control cohort design (b): This design removes option a's two step matching and instead classifies the YOTs using a latent class analysis. The resulting YOT classification is used as a PSM covariate. This increases the pool of potential matches, but the design is now dependent upon the quality of the latent class analysis.

Difference in difference: This option extends the previous two by including matched young people from before the introduction of AssetPlus.

Improving the data and the analysis of reoffending

Our options for improving the evaluation's rigour go beyond changing the experimental design:

Local data collection: YOTs hold more data on the description of intervention plans and compliance with orders than that listed in the tender. With these data the rigour of the outcome evaluation can be extended for a sample of YOTs. The value of these data would be to better understand the impact of AssetPlus on the quality of plans and immediate young offender behaviour. Also, previous diversion disposals, that are not captured by YOGRS, can be controlled for. We have costed for a sample of 8 YOTs (to be purposively sampled) and we will set up data sharing, visit a YOT to extract data from their systems and link the data to the YJB dataset.

Measuring desistance: The standard reoffending measures are the reoffending rate and the number of offences committed within 12 months (and convicted within 18 months). Desistance theory, however, views desistance from crime as a journey which involves steps backwards as well as forwards. To measure desistance, an appropriate analysis would look at the patterns of reoffending including time to first reoffence, through survival analysis, but also the different time gaps between periods of desistance and offending. A segmentation analysis can identify clusters of offenders based upon their offending behaviour over two or three years. With the results we can determine if the journey to desistance is occurring better for the AssetPlus group.



Appendix A: Costs

The proposed costs (exc. VAT at the prevailing rate) for the evaluation are:

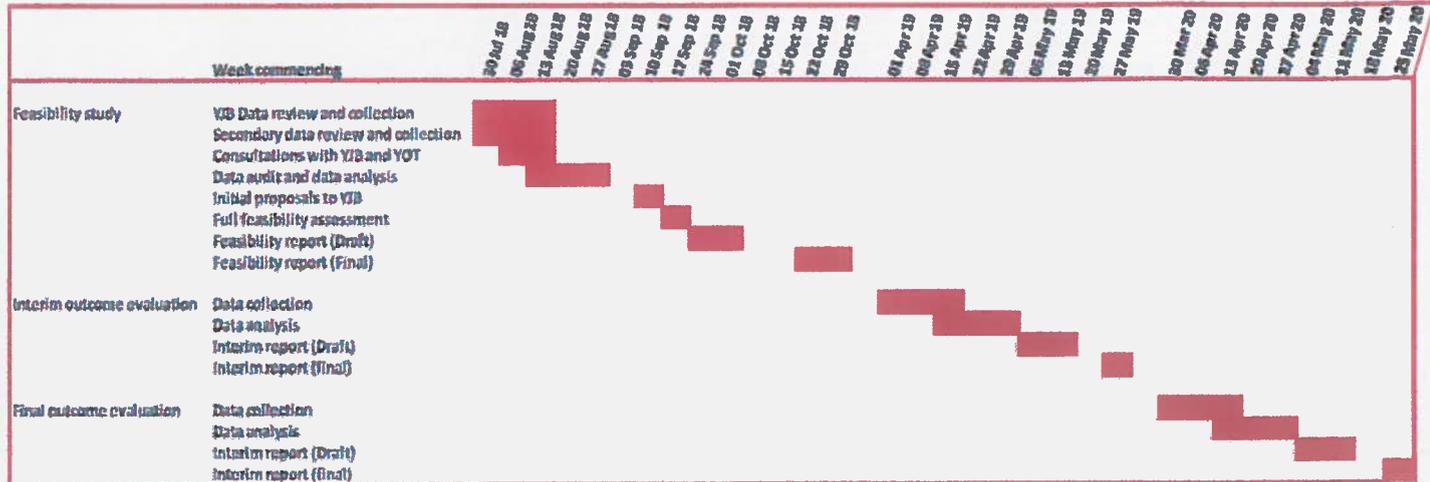
Feasibility and outcome evaluation	£35,600
Made up of:	
<i>Feasibility study</i>	<i>£15,750</i>
<i>Interim outcome evaluation</i>	<i>£9,275</i>
<i>Final outcome evaluation</i>	<i>£10,575</i>
Options the following would be charged in addition:	
More rigorous option (only need to take one forward)	£4,250
Local data collection	£10,400
Measuring desistance	£1,525

Detailed costings, with a breakdown of per diem rates for each member of staff, are provided in the attached Excel sheet. The costings reflect efficiencies we can generate through our understanding of the data, our efficient data processing and analysis processing using SQL Server and R, and project design where analysis processes are set up during the feasibility study do not need to be repeated for the outcome evaluation.



Appendix B: Project plan

The timescales for delivery are:



Appendix C: References

- Campbell, D. and Stanley, J.C. (1963) *Experimental and Quasi-Experimental Designs for Research*
- Imai, K. and Ratkovic, M. (2014) 'Covariate balancing propensity score', *Journal of the Royal Statistical Society B*, 76, pp. 243-263
- Imai, K., Kind, G. and Stuart, E.A. (2008) 'Misunderstandings between experimentalists and observationalists about causal inference', *Journal of the Royal Statistical Society A*, 171, pp.481-502
- Kitchen, S., Tanner, E., Brown, V., Crawford, C., Dearden, L., Greaves, E., Purdon, S. (2010) *Evaluation of the Free School Meals Pilot: Appendix* (Department for Education: Online publication)
- Sherman, L.W., Gottfredson, D.L., Mackenzie, J.E., Reuter, P., and Bushway, S.D. (1998) *Preventing Crime: What works, what doesn't and what's promising?*(National Institute of Justice Online Publication: Accessed 14/05/2018)
- Stuart, E.A. and Rubin, D.B. (2007) 'Best Practices in Quasi-Experimental Designs: Matching Methods for Causal Inference' in *Best Practices in Quantitative Methods*, pp. 155-176
- Sutherland, A., Disley, E., Cattell, J. and Bauchowitz, S. (2018) *An analysis of trends in the first time entrants to the youth justice system* (Ministry of Justice: Online publication)
- Yarkiner, Z., Hunter, G., O'Neil, R. and de Lusignan, S. (2013) 'Applications of Mixed Models for Investigating Progression of Chronic Disease in Longitudinal Dataset of Patient Records from General Practice', *Journal of Biometrics and Biostatistics*, Open Access



Appendix D: Curricula Vitae

Jack Cattell, Director

Jack Cattell is a founding director of Get the Data (GtD) and has over 17 years' experience of social research and evaluation in offender management. He is a trained Statistician and is highly skilled in the collection, collation and statistical analysis of quantitative data. He is familiar with all of the datasets and databases required for the AssetPlus evaluation such as Caseworks, YOIS & UMIS (and their replacement Childview), Asset & Onset and YJMIS. Prior to GtD, Jack was a Senior Principal Researcher within Matrix Evidence's evaluation team and Jack has also worked as a Senior Researcher in the Department for Transport's evaluation team.

Relevant examples of Jack's recent projects include:

- **Review of First Time Entrants to the Criminal Justice System (2014/15).** GtD partnered with Rand Europe to understand why FTEs dropped substantially between 2003 and 2013. Jack collected and analysed over 700,000 FTE records for the MoJ and over 200,000 YJMIS records from the YJB. Descriptive analysis and factor analysis (LCA) were completed.
- **Evaluation of the Youth Restorative Intervention for Surrey County Council (2014)** The YRI is a pre-court restorative intervention for young people in Surrey. Jack was responsible for project management, design and collation of data (from Careworks) and a propensity score match quasi-experiment.
- **Development of the Closeness to Change tool (ongoing)** GtD is working with Sodexo Justice Services to measure offenders' attitudes to desistance using a questionnaire tool. The tool was accredited for use in the criminal justice system.
- **Evaluation of Right Track for reachfor (2011/13).** Right Track is an intervention with young people at risk of being NEET. The project included defining and collating measures of costs, inputs, outputs and outcomes, logistic regression to identify the relationship between outputs and outcomes, and a quasi-experiment using a propensity score matching approach.
- **Community Cohort Study for the Ministry of Justice (2008/14).** GtD tracked 144,000 offenders on Community Orders. Jack was responsible for the collation and linking of central and local administrative datasets, and with colleagues at NatCen, he used logistic regression and survival analysis to identify how reoffending can be reduced.
- **Evaluation of Challenge and Support for the Department for Education (2008/11).** Jack was project manager of the evaluation and designed the impact study. This included collecting data on young beneficiaries from UMIS, YOIS and care works, as well as ASB data and re-offending data from YOIS.
- **Risk Based Interventions Reconviction Study for the Youth Justice Board (2008/09).** Jack collected data from the four pilot YOTs and four control YOTs in order to measure impact. He designed and completed a logistics regression to test impact.

Jay Hughes, Statistician

Jay joined our social impact analytics team in the summer of 2016. Based in our London office, Jay has a BSc in Mathematics and Statistics from the Open University and is a member of the Royal



Statistical Society. With a strong background in both mathematics and management, Jay is responsible for developing our cutting-edge SIA practice and is currently leading on our analytic work with a number of police forces in England & Wales. In particular Jay has analysed detailed workflow/process data from Norfolk and Suffolk police forces, to determine demands internally on the forces' resources.

Jay's relevant project examples include:

- **Police Knowledge Fund – Internal Demand Project (Better Policing Collaborative and Norfolk & Suffolk Police)** Jay processed and analysed workflow data with the intention to highlight resource demands. Regression analysis was performed to measure significant aspects of this.
- **WONDER Project Evaluation (OPCC Norfolk)** Jay collected and analysed data from Julian Support, building a dashboard to inform colleagues of the clients' journey through the WONDER program. The evaluation used propensity score matching to measure impact on reoffending rates.
- **Disability Initiative: Database design and implementation (Disability Initiative)** Jay effected changes to a business management database to meet the clients' changing needs.
- **Progression Pathways Project Evaluation (Finsbury Park Homeless Families)** Jay analysed data to support qualitative research on the impact of the Progression Pathways Project on homeless families and their mentors.
- **Reoffending predictor development within offender management systems (Sodexo)** Jay is developing a dynamic predictor of reoffending, using logistic regression analysis across multiple CRCs.

Alan Mackie, Director

Alan is a co-founder of Get the Data and director of GtD's business in the U.S. He has 25 years of experience of policy research and evaluation within the criminal justice system. Much of that work has involved working closely with policy makers and practitioners on flagship and innovative youth justice programmes. Alan is committed to evidence-led policy and practice and ensuring that interventions for young offenders, and young people generally, operate in a fair and effective manner. He has substantial knowledge of programs for young offenders, young people at risk, victims, practitioners and policy makers and have been widely published in peer reviewed reports and journals. Prior to GtD, Alan was Head of Evaluation at Matrix Evidence's. He previously was a partner in Morgan Harris Burrows and a researcher in the Home Office Research & Planning Unit.

Relevant examples of Alan's projects with young people and young offenders include:

- **Connect to Success Program (2016-2019):** The International Rescue Committee's innovative Challenge & Support program provides education, training and employment pathways to young refugees who have been resettled in Atlanta. Alan is directing GtD's process and outcome evaluation that is helping the development of this program funded by the Golzueta Foundation.
- **Youth Restorative Intervention (2013-2014).** Alan undertook the literature review of GtD's outcome evaluation of this award-winning pre-court diversion program. GtD's evaluation found that the intervention was both effective in reducing recidivism and cost-beneficial for the taxpayer.
- **Evaluation framework for probation DRRs, ATRS and MHTRs (2011):** Alan directed an evaluation framework to measure the impact of drug, alcohol and mental health treatment orders. This was



a multi-disciplinary project with colleagues undertaking evidence reviews, economic analyses and impact evaluation.

- **Challenge and Support Programme, (2008-2010):** Alan directed the process and outcome evaluation of a programme that addressed anti-social behaviour in young people at risk which was implemented in 52 sites in England.
 - **A Review of YOTs and Children's Services' Interaction with Young Offenders and Young People at Risk of Offending (2007/09):** Alan directed a YJB commission to review Children's Services provision for young offenders and young people at risk of offending.
 - **Evaluation of the Youth Inclusion Programme, parts 1 & 2 (2000-2006),** Alan managed the national evaluation of the YIP programme. YIP was the UK government's flagship youth crime prevention programme that was delivered in 72 neighbourhoods in England and Wales.
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Annex 4 Security

IT Compliance

The Supplier must also comply with the Policy statement on Data Security and Use of IT Equipment by Contractors/Consultants and Agency Staff Employed by the Ministry of Justice which is attached below.



Policy for
contractors.doc

Baseline Personnel Security Standard

The Customer require the Supplier to ensure that any person employed in the provision of the Services has undertaken all checks required under Baseline Personnel Security Standards (BPSS) as a minimum.

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