

Managed Services for Temporary Agency Resources

SPECIFICATION

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In general terms all Customers want a similar service delivered in respect of a Managed Service for the provision of Temporary Agency Workers. However, as this is a national framework available for use by a range of Customers Service Providers must recognise that Customers will have some differing needs in service delivery, and therefore they will need to offer a degree of flexibility and tailoring.

This core specification has been established to describe the fundamental Services and deliverables that are common requirements for all customers and that a Managed Service Provider therefore must be able to provide.

2.1 General Requirements

- 2.1.1 The Managed Service Provider must be able to supply and manage the effective provision of Temporary Agency Workers across the Customer organisation.
- 2.1.2 The Managed Service Provider must be able to supply Temporary Agency Workers themselves or through Agencies:
 - 2.1.2.1 for all Assignments; this will be up to 24 hours a day, seven days a week, 365 days a year (dependent upon the type of Temporary Agency Worker required)
 - 2.1.2.2 in all skill sets required across the entire Customer organisation (a list giving a broad overview is enclosed at **Appendix C** of this Invitation to Tender)
 - 2.1.2.3 in a timely manner i.e. in accordance with the timescales set out in the SLA (see Schedule 6 of the Customer Agreement) or as otherwise for individual service delivery or Assignments
- 2.1.3 The Managed Service Provider should fill the vacancy with the Candidate that most closely meets the job description and person specification (or equivalent) as provided by the Hiring Manager with any adjustments made to make it a free and fair process.
- 2.1.4 The Managed Service Provider must deliver a service which meets the needs of the Customers to which they supply Services as described above.
- 2.1.5 In doing this the Managed Service Provider must deliver, to the Customer, Services which meet the needs of the various parties within the Customer organisation e.g. the HR department, the procurement team, and the Hiring Managers.
- 2.1.6 The Managed Service Provider is required to ensure that their staff provide Temporary Agency Workers with access to work in a fair and non-discriminatory manner.
- 2.1.7 The Managed Service Provider must deliver a service which represents and continues to represent excellent value for money in light of pressures on spending that continue to exist within the public sector.
- 2.1.8 Regardless of the service model proposed, the Managed Service Provider must establish a process of year-on-year improvement, by setting measurement tools at the beginning of each year of the Contract in agreement with the Customer. The Managed Service Provider shall be mindful of future developments and ensure that any service offering will be able to be further developed to meet future requirements as required, which will be measured against the relevant year's baseline.
- 2.1.9 Service delivery proposals offered must include direct cost savings that are delivered transparently on a year-on-year basis as well as indirect cost savings to be achieved through process efficiencies amongst other efficiencies. Savings should be calculated on a 2018 / 2019 baseline initially (or other appropriate current basis) and reviewed and re-set at the end of each year in consultation with the customer.

2.2 Recruitment and Management of Agencies

- 2.2.1 Recognising that the service delivery model proposed will vary, where the Managed Service Provider is using Agencies to provide Temporary Agency Workers to fulfil Assignments, the Managed Service Provider shall be the interface for all new and existing Agencies wishing to supply Temporary Agency Workers to the Customer. The Managed Service Provider should actively source (and work with Agencies to ensure provision of) an accessible pool of Candidates to meet the Customer's needs.
- 2.2.2 Where applicable, the Managed Service Provider shall operate a structure of one or more tiers of Agencies for the Customer. Where a tiering structure is offered, the Managed Service Provider should have the capability and capacity to vary the tiering structure dependent upon the structure and needs of the Customer, including but not limited to varying the Agencies and tiering across different categories of staff and the numbers of Agencies in the various tiers.
- 2.2.3 Where a tiering structure is in place, the Customer and the Managed Service Provider shall agree which Agencies shall be placed and retained in which tier, based upon Key Performance Indicators (KPIs) agreed with the Managed Service Provider.
- 2.2.4 The Customer reserves the right to add, keep or remove an Agency from the tiers where such a structure is offered, and to specify the numbers of Agencies required for particular skill sets.
- 2.2.5 If the Managed Service Provider also wishes to be a supplier of Temporary Agency Workers they may with the agreement of the Customer be appropriately included in the tiers and shall also be tiered, reviewed and managed based on their performance. Where the Customer wishes the Managed Service Provider to compete on an equal basis with all other Agencies (all having an equal opportunity to supply), the Managed Service Provider will be required to demonstrate full neutrality of provision in this event.
- 2.2.6 The Managed Service Provider must operate formal processes for:
 - 2.2.6.1 procuring, managing , reviewing performance and refreshing tiering of tiered Agencies (where tiers are in operation)
 - 2.2.6.2 delivering Services against service level agreements and measuring performance
 - 2.2.6.3 reviewing, negotiating and agreeing Agency margins
- 2.2.7 Where Agencies are used, the Managed Service Provider shall be responsible for ensuring all Agencies utilised meet the required standards and policies of the Customer. As a minimum The Managed Service Provider shall vet potential Agencies using the following criteria:
 - 2.2.7.1 Companies House Registration Information (including certificate of incorporation, latest filed accounts, latest annual return and any changes thereto).
 - 2.2.7.2 Copies of insurance certificates and ensure they are at appropriate levels.
 - 2.2.7.3 Business Processes
 - 2.2.7.3.1 Temporary Worker Terms and Conditions
 - 2.2.7.3.2 Compliance Processes
 - 2.2.7.3.3 Safeguarding Processes
 - 2.2.7.3.4 Payment Process
 - 2.2.7.3.4.1 PAYE Workers
 - 2.2.7.3.4.2 Umbrella Body Workers

2.2.7.3.4.3 Limited Company Workers

2.2.7.4 Where Umbrella Bodies are utilised by an Agency they will only be Umbrella Bodies that are associates or affiliated with the Freelancer and Contractor Services Association (FCSA) or Professional Passport or APSCo

2.2.8 The Managed Service Provider shall re-assess the following checks on agencies within the timescales set out below:

Insurances	Annually
Credit Score	Quarterly

2.2.9 The detail and results from the process detailed in 2.2.7 will be made available to both the Customer and ESPO upon request.

2.2.10 Where Agencies are used, the Managed Service Provider shall be responsible for carrying out audits and/or spot checks when specified by the Customer. As a minimum The Managed Service Provider shall audit Agencies on the following:

2.2.10.1 Business Processes

2.2.10.1.1 Temporary Worker Terms and Conditions

2.2.10.1.2 Compliance Processes

2.2.10.1.3 Safeguarding Processes

2.2.10.1.4 Payment Process

2.2.11 The Managed Service Provider shall audit Agencies using the criteria detailed in 2.2.10 regularly but no later than the following timescales set out below:

Agencies that only provide workers that do not have access to Children or Vulnerable Adults	Annually
Agencies that provide workers on sites where they have access to Children and Vulnerable Adults	6 months

2.2.12 MSP to report to the Customer any anomalies in the form of an exception report. For some categories these audits and / or spot checks may be required more regularly, for example, the social care arena. The Managed Service Provider shall operate a process for addressing different levels of anomalies, including implementation of a plan to address the issues, and suspension from use for serious breaches. Where an anomaly is sufficiently serious to cause suspension, the Customer shall be notified immediately.

2.2.13 The detail and results from the process detailed in 2.2.10 will be made available to both the Customer and ESPO upon request.

2.2.14 The Managed Service Provider shall have arrangements in place to ensure that they and Agencies, where applicable, understand and recognise their obligations under the Framework and that Agencies work with the Managed Service Provider to fulfil the Contract requirements.

2.2.14.1 The Managed Service Provider shall operate a documented process for managing and working with the Agencies so that they can work together to fulfil the Contract requirements.

2.2.14.2 The Managed Service Provider shall carry out, as a minimum, bi-annual reviews of Agency performance. In the case of social care agencies those reviews should be quarterly. Reviews will be in relation to the

KPIs and performance levels agreed with the Customer and the managed Service Provider shall provide the outcome and details of such reviews to the Contract Manager, where required/requested (this shall be agreed in detail when defining the Service Level Agreement).

- 2.2.14.3 The Managed Service Provider shall ensure that any feedback received from the Customer is shared with the Agency supplying the Temporary Agency Worker so that the Agency can learn from feedback given and act upon it. The Managed Service Provider shall also seek feedback from Agencies to identify issues with the Managed Service Provider and / or the Customer that are affecting Services or provide opportunities for savings.
- 2.2.14.4 The Managed Service Provider is responsible for supplying regular updates and feedback to Agencies within the tiers about the Customer so that Agencies can understand and aim to meet the needs of the Customer. For example this may include providing information on numbers and types of Temporary Agency Workers required, known peak requirements and known specific skill sets, in order that Agencies can seek to have the right calibre and skill sets of staff available for the Customer when they are needed.
- 2.2.14.5 Any failures by the Managed Service Provider and the Agencies in their performance shall be addressed immediately by the Managed Service Provider and to the satisfaction of the Customer. At no time will the Customer accept liability for poor performance by any Agency and the Managed Service Provider will be solely responsible for the resolution of the Customer's complaints to the Customer's satisfaction. Agencies may be suspended on a temporary or permanent basis if they fail to comply with performance and/or audit requirements.
- 2.2.14.6 The Managed Service Provider will provide Agencies with an appropriate means of contacting them, whether to register interest in supplying Temporary Agency Workers or to raise queries and resolve issues. Such means of contact shall be by telephone and/or email and where charges apply, these shall not be charged at premium rates.
- 2.2.14.7 The Managed Service Provider must have an adequate complaints procedure in place for any complaints from Agencies. The Contract Manager shall be promptly informed of complaints and the Managed Service Provider's mechanisms for resolution, a summary of which must be provided as part of the performance review process.
- 2.2.14.8 In the interest of equal treatment and objectivity, all Agencies shall be engaged on the same terms and conditions of supply. Exceptions to this are to be agreed by the Managed Service Provider with the Contract Manager at the discretion of the Customer. The terms and conditions between the Agencies and the Managed Service Provider shall be no less favourable than those afforded to the Managed Service Provider under the framework (except in relation to charge rates which may vary dependent upon the Managed Service Provider's service delivery model). Contracts between the Managed Service Provider and the Agencies will be made available to ESPO and/or the Customer upon request.
- 2.2.14.9 It is recognised that there may need to be some operational variation of the terms and conditions of supply due to the nature of the Temporary Agency Worker, i.e. self-employed individuals and those provided via an Agency, but the Managed Service Provider needs to ensure that materially the agreements are consistent and fair in their approach

2.2.14.10 The Managed Service Provider will assist the Customer to make the necessary checks to ensure self-employed workers are compliant with the Intermediaries legislation IR35.

2.2.15 Where Agencies are used, the Managed Service Provider shall, at the request of the Customer, arrange or support the arrangement of a 'meet the buyer' session to enable Agencies to hear from and raise questions with the Customer directly.

2.2.16 The Managed Service Provider shall ensure that Temporary Agency Workers are given access to Assignments in a fair and non-discriminatory manner and shall require any Agencies supplying Temporary Agency Workers to do the same. The Managed Service Provider shall monitor quality and seek to actively implement quality into their own working practices, and encourage Agencies to do the same.

2.3 Ordering of Temporary Agency Workers and Timesheet Submission

2.3.1 The Managed Service Provider shall have the facility for Hiring Managers to request a Temporary Agency Worker via a variety of channels (i.e. via email, telephone, or through an electronic booking system) and in a manner which is instantaneous. The Customer shall define the preferred method(s) of format(s) prior to the commencement of the Contract.

2.3.2 The Managed Service Provider shall ensure that sufficient information is collected at the time of the Hiring Manager's request to enable the correct skill set, experience level and grade (appropriately skilled and experienced for the role and available and willing to accept the relevant pay rate) of Temporary Agency Worker to be supplied and for the specified management information to be collected and provided.

2.3.3 A booking service is required 24 hours a day, seven days a week; staffed inside service hours, automated outside of the service hours

2.3.4 The Managed Service Provider shall also have available a telephone and fax booking system for the supply of Temporary Agency Workers for Customer locations without internet access.

2.3.5 The Managed Service Provider's response team shall be staffed by personnel that are suitably trained and experienced in the system being used, between the service hours of 7.30am and 5.30pm. Monday to Friday.

2.3.6 Outside of 7.30am and 5.30pm the Managed Service Provider shall have available suitable on call or out of hours arrangements to ensure that a Service is provided 24 hours a day, seven days a week. Ideally this should be the same or as similar as possible to the service received during normal hours.

2.3.7 A telephone booking system shall also be available for booking requests made outside regular office hours. Such a system should not be via a premium rate telephone number.

2.3.8 The Managed Service Provider shall have the facility to operate an electronic timesheet process to support invoicing. The Managed Service Provider will manage timesheets to ensure:

2.3.8.1 Temporary Agency Workers / Agencies complete and submit a timesheet to the relevant Hiring Manager for authorisation before it is returned to the Managed Service Provider via the Agency.

2.3.8.2 For locations without access to the internet the Managed Service Provider shall have the facility for either a paper timesheet to be used by the Temporary Agency Worker or to log the timesheet on behalf of the Temporary Agency Worker. All paper timesheets shall have a unique identifier.

2.3.8.3 Auto-approval of timesheets must only be used at the request of the Contract Manager.

2.4 Provision of Temporary Agency Workers

Scope of temporary agency workers

- 2.4.1 A wide range of Temporary Agency Workers are required and the Managed Service Provider must be able to supply all Temporary Agency Workers as needed by the Customer (relevant to the Lot for which the Tenderer is bidding). The list given within **Appendix B** describes the spectrum of the roles included, but Tenderers should note that this list is not exhaustive and other job roles outside of this list may also be required, therefore the list may be revised to include additional roles added during the duration of the Framework. The precise scope to be covered shall be defined by the Customer organisation entering into a Customer Agreement with the Managed Service Provider.
- 2.4.2 A list of the job categories that may be required by Customers is included at **Appendix C** of this Invitation to Tender document. Tenderers should note that this list is not exhaustive and other categories of staff outside of this list may also be required. It is inappropriate to include Job Descriptions and Person Specifications at this stage given the variation amongst potential Customers. Sample Job Descriptions and Person Specifications will either be confirmed at the point where the Customer calls off from the framework, or where Customers undertake a further competition exercise under the framework.
- 2.4.3 Where the Customer has not previously engaged a Managed Service Provider, it is anticipated that the Managed Service Provider will audit the Customer's current Temporary Agency Worker requirements prior to implementation, taking into account TUPE implications where applicable. Where Managed Service Provision is currently in operation, the Customer where possible / available, shall supply the new Managed Service Provider with the relevant historical data prior to implementation of the Contract.
- 2.4.4 Where the Customer has not previously engaged a Managed Service Provider, the Managed Service Provider will adopt the Customer's existing supply chain so that those Agencies can still submit candidates for roles that the Customer requests, subject to agreement with the Agencies concerned. In the event that the Managed Service Provider considers that an Agency from the Customer's existing supply chain does not or is unable to meet the requirements of the Contract or refuses to accept the terms and conditions of the Managed Service Provider for appointing Agencies then the Managed Service Provider shall seek agreement from the Customer to remove such an Agency from the supply chain.

Requests for temporary agency workers

- 2.4.5 A list of all Authorised Users of the Service will be agreed by each Customer with the Managed Service Provider prior to commencement of the Contract. This authorisation list must be strictly adhered to when processing requests for temporary staff. The Customer will be able to add to and remove people from the list during the course of the Contract.
- 2.4.6 The type and grade of Temporary Agency Worker required will be detailed by the Hiring Manager. If Temporary Agency Workers of a higher grade are provided, payment will only be made as per the grade requested.
- 2.4.7 The Hiring Manager will specify whether they require a number of CVs to be submitted. The actual number of CVs to be submitted may be dictated by the Hiring Manager.
- 2.4.8 The Hiring Manager will specify the timescales in which they require responses to their request.
- 2.4.9 The Managed Service Provider is required to update the Hiring Manager on the progress in meeting their requirements and on outstanding orders.

- 2.4.10 All requests for Temporary Agency Workers will go via the Managed Service Provider and the Managed Service Provider shall ensure Agencies are aware that they must not send speculative emails to or make unsolicited calls to Customers, however Hiring Managers should be able to contact agencies to discuss the finer details of a requirement and this should be managed and administered by the Managed Service Provider.

Provision of candidates

- 2.4.11 The Managed Service Provider shall consistently provide Customers with high quality Temporary Agency Workers that have the right mix of skills, experience and qualifications as required and specified by the Hiring Manager, and have undergone the relevant safeguarding checks prior to placement. Temporary Agency Workers supplied into social care must have the relevant checks, as detailed later in this section 2.4. Evidence of these checks must be provided to the Hiring Manager prior to the Temporary Agency Worker commencing the Assignment.
- 2.4.12 The Managed Service Provider must ensure that they and Agencies provide Temporary Agency Workers that are at all times competent, punctual and appropriately trained.
- 2.4.13 The Managed Service Provider must ensure that all CVs or person specifications submitted by themselves and Agencies are anonymised / unbranded so that Hiring Managers cannot identify the Agency that is putting the Candidate forward. Customers would ideally like to be able to specify a standard format for such CVs to enable easy comparison to be made by the Hiring Manager.
- 2.4.14 Temporary Agency Workers provided in response to a request shall meet any Departmental or Service specific standards of the Customer. The Managed Service Provider will be responsible for ensuring they and all Agencies provide such details to the Temporary Agency Worker in advance of their assignment. Details of these will be made available to the Managed Service Provider at the implementation stage although the Customer may update these standard requirements from time to time in line with, for example, changes to legislation, addition of new services, re-structuring of the Customer organisation, unfilled requests for Temporary Agency Workers. The Contract Manager shall communicate such changes to the Managed Service Provider.
- 2.4.15 CVs or person specifications provided by the Managed Service Provider to the Hiring Manager should be sufficiently well detailed and fully aligned with the Hiring Manager's requirement to enable him to make an informed decision about which Temporary Agency Worker to hire.
- 2.4.16 The Managed Service Provider must recognise that there may be circumstances where a Temporary Agency Worker is required at very short notice or to fill an Assignment in an emergency. Ideally the Service will be able to accommodate such requests without simply relying on populating the system retrospectively after the request occurs.
- 2.4.17 The Managed Service Provider is required to ensure that they and all Agencies are fully informed and understand the individual needs of the Customer to which they are supplying Temporary Agency Workers.

Selection and rejection of candidates

- 2.4.18 The Managed Service Provider shall ensure that at least 2 references from previous employers are sought. One must be from the most recent previous employer. References should be verified as being genuine. The Managed Service Provider will be required to seek references in accordance with the Customers standard practices for employees.
- 2.4.19 The Customer, where it deems it necessary, may wish to interview one or more Temporary Agency Workers prior to an Assignment and may wish to do this on a

face-to-face basis. The Customer shall reserve the right to reject Candidates as unsuitable. Feedback shall be provided by the Hiring Manager as to the reasons for rejection which shall be passed onto the Agency for their information and review.

Induction and performance

- 2.4.20 The Managed Service Provider shall ensure that Temporary Agency Workers are given clear instructions in advance of their Assignment in relation to the following:
- Geographical location of the place of Assignment
 - Customer department location
 - When to report
 - Who to report to
 - The nature of the Assignment
 - Working hours (including provision for breaks) and potential duration of the assignment
 - Dress Code and any uniforms including Personal Protective Equipment (PPE) required
 - Any additional matters e.g. provision for parking, reimbursement of expenses
 - Any Customer specific policies in place that are relevant to the role
 - How to submit timesheets
 - Code of conduct
 - Confidentiality
 - Access to work adjustments
 - Data protection
 - Health and Safety
 - Any documents to be provided to the Hiring Manager on commencement of the Assignment
- 2.4.21 The Managed Service Provider shall ensure that Hiring Managers are given clear instructions of any specific requirements the Temporary Agency Worker may have e.g. equipment required for them to perform their duties effectively, in advance of the commencement of the Assignment. It is a legal duty for the Customer to make reasonable adjustments to enable disabled Temporary Agency Workers to access their Assignments, and the Managed Service Provider is expected to assist the Customer to achieve these aims.
- 2.4.22 Temporary Agency Workers on Assignment to the Customer shall work under the supervision, direction and control of the Customer's officers.
- 2.4.23 The Managed Service Provider undertakes to ensure that all Temporary Agency Workers are completely aware that at no time will the Customer class a Temporary Agency Worker as an employee and the Managed Service Provider is responsible for the conduct, negligence, performance and quality of Temporary Agency Workers and other employment issues. The Contract Manager will advise of any additional policies or revisions during the Contract period. The Managed Service Provider will operate a process for addressing grievances that aligns with the Customer's grievance process.
- 2.4.24 Temporary Agency Workers are required to adhere to the Customer's policies and procedures including; fire, manual handling, health and safety requirements, matters of discipline. These policies and procedures will be supplied to the Managed Service Provider at Contract implementation.
- 2.4.25 Serious misconduct and poor performance by a Temporary Agency Worker will be

conveyed to the Managed Service Provider (in the first instance verbally and subsequently in writing) who will, if so requested, terminate the Assignment of the Temporary Agency Worker(s) concerned. At no time is compliance with this clause to be used as evidence of a Temporary Agency Worker gaining employment status with the Customer. In the case of an allegation against an Temporary Agency Worker in respect of child protection or the protection of vulnerable adults, the Temporary Agency Worker, the Agency and the Managed Service Provider will comply with the requirements of the Customer with regards to attendance at hearings and case conferences and the implementation of any decisions.

- 2.4.26 The Managed Service Provider shall bring to the attention of all Temporary Agency Workers the need for any information gained during their placement with the Customer to remain confidential. The Managed Service Provider shall, if required, ensure that all Temporary Agency Workers sign a confidentiality agreement, as agreed with the Customer, prior to any placement and this signed agreement is to be filed within the Temporary Agency Worker's personnel file, a copy of which is held by either the Managed Service Provider (when providing workers themselves) or the Agency.
- 2.4.27 The standard of dress and hygiene of the Temporary Agency Worker shall be in accordance with the Customer's departmental standards. The Customer reserves the right to request a change in dress if it is deemed to be inappropriate, offensive or below the standard reasonably required. In the event that Temporary Agency Workers are required to wear Personal Protective Equipment as part of their placement with the Customer it will be the responsibility of the Managed Service Provider to ensure that they arrive for work correctly attired. The actual operational process to enable this will be agreed with the Managed Service Provider at the implementation of the contract.
- 2.4.28 Where use of a car is stated by the Hiring Manager to be required as part of the service and journeys have been undertaken by the Temporary Agency Worker, the Agency will pay appropriate mileage in line with the HMRC or Customer expense policies (as specified by the Customer). Agreement to pay mileage allowance must be with the prior agreement of the Hiring Manager. Mileage allowance will not be paid for travel to and from the place of work. These rates may be adjusted by the Customer during the Contract period.
- 2.4.29 The Managed Service Provider is required to ensure that the Agency has had sight of the Temporary Agency Worker's driving licence, MOT and insurance documents allowing for business use. Agencies are required to ensure that the Temporary Agency Worker is aware of the Customer's work force travel plans and policies for travel when on duty.
- 2.4.30 Temporary Agency Workers will be required to complete the Managed Service Provider's standard mileage claim form, which, when authorised by the Hiring Manager, will be submitted on a monthly basis. A copy of this document will be provided with the invoice.
- 2.4.31 The Managed Service Provider shall be solely responsible for all arrangements associated with the reimbursement of all expenses.

Cancellation of booking and rejection of workers

- 2.4.32 In the event of any circumstance affecting the arrival of a Temporary Agency Worker the Managed Service Provider shall ensure that the Hiring Manager is notified without delay.
- 2.4.33 The Managed Service Provider shall use their best endeavours to find a suitable replacement Temporary Agency Worker. Data on numbers of and reasons for cancellations shall be kept and a breakdown by Agency provided to the Contract Manager on a (quarterly) basis as part of the performance management of Agencies. Repeat cancellations may result in Agencies being suspended or moved down tiers

(where a tiering system is in operation). The Customer reserves the right to cancel or amend any such booking.

- 2.4.34 The Customer shall notify the Managed Service Provider of the requirement for any change or cancellation of any booking no less than 90 minutes before the booking commencement. If the Customer cannot comply with this then they shall pay for 25% of the first day of the Assignment or where it is less than one day, 25% of the Assignment that is cancelled, if the Temporary Agency Worker cannot be placed elsewhere within the organisation. The payment from the Customer shall be passed on to the Agency supplying the Temporary Agency Worker (if this is not the Managed Service Provider himself) for payment to the Temporary Agency Worker.
- 2.4.35 The Managed Service Provider shall make no charge to the Customer in the event that a Temporary Agency Worker;
- fails to attend an Assignment at the reporting time
 - is rejected within a trial period for specified Assignments where such a period has been agreed between the Customer and the Managed Service Provider
 - has been rejected as unsuitable within the first 3 hours of the Assignment
 - rejects the Assignment or does not attend the Assignment
 - is found not to have the defined requirements for the role i.e. in terms of qualifications, eligibility to work, DBS check
 - is found not to have correct and valid credentials that would allow them to legally work
 - is identified as unfit to work or not being capable of carrying out the majority / most / or all of the specified tasks or activities required safely and to the necessary standard.

In any of the above circumstances the Managed Service Provider shall offer the Hiring Manager the option of cancelling the booking or use their best endeavours to find a suitable replacement Temporary Agency Worker as quickly as possible.

- 2.4.36 In the event that a Candidate is rejected by a Customer and where an Assignment is closed before the official Assignment closure date, the Managed Service Provider shall be responsible for investigating the circumstances of that rejection. Depending on the justification for the rejection;
- a) The Customer acting reasonably may request that the Temporary Agency Worker does not work for the particular department or directorate again and the Managed Service Provider shall ensure that if the Temporary Agency Worker is offered for other vacancies within that department or directorate that the Hiring Manager is made aware of previous reports on performance.
 - b) The Customer may request that the Temporary Agency Worker does not work for the organisation again and the Managed Service Provider shall ensure the Temporary Agency Worker is not offered for any vacancies within that organisation.
 - c) Where a serious rejection occurs, it is the Managed Service Provider's responsibility to make Hiring Managers aware of such rejections when the Candidate in question is put forward for future Assignments to enable Hiring Managers to make an informed decision.

Vetting and compliance with policy and legislation

- 2.4.37 The Managed Service Provider will carry out the following vetting and compliance checks for all Temporary Workers:
- 2.4.38 The Managed Service Provider shall verify the identity and nationality of Agency Workers in accordance with UK Border and Immigration Agency guidelines and codes

of practice. The Managed Service Provider shall ensure suitable processes and procedures are in place to ensure that any permits granted to the Temporary Agency Worker are checked in advance of expiry in order that the Customer is not at risk of employing someone who is not eligible to work in the UK.

- 2.4.39 The Managed Service Provider shall ensure that any qualifications held by the Temporary Agency Worker in order to meet the Authorised Officer's person specification are verified by the Agency (or the Managed Service Provider if he is providing Temporary Agency Workers himself) having had sight of the original certificates. Certified photocopies of qualification certificates are to be held on file throughout the duration of a placement by the Managed Service Provider and/or Agency and for a period in line with the Customers document and retention policy.
- 2.4.40 In relation to the Immigration, Asylum and Nationality Act 2006 and any other relevant legislation and/or code of practice:
- 2.4.40.1 The Managed Service Provider shall be required to comply with the requirements of the Asylum and Immigration Act 2006 and shall be responsible for checking that all Temporary Agency Workers have the right to work in the United Kingdom either as a British Citizen or that necessary permits have been obtained and this should be evidenced in the Temporary Agency Workers employment portfolio. All certified photocopies are to be retained on file throughout the duration of a placement and for a period in line with the Customers document and retention policy. Evidence of this may be required of the Temporary Agency Worker when they attend the Assignment
 - 2.4.40.2 The Managed Service Provider should ensure that they (if the Managed Service Provider is providing Temporary Agency Workers himself) and Agencies have procedures for monitoring relevant clearance / visas on an ongoing basis allowing Temporary Agency Workers to work in different areas. This will involve monitoring status, expiry dates and hours worked and ensuring that visas / work permits do not restrict where the Temporary Agency Worker can work.
- 2.4.41 The Managed Service Provider is required to comply with all current as well as future legislation in respect of the Agency Worker Regulations, and any other relevant legislation to make certain that the requirements of such legislation is being met throughout the duration of the Contract period.
- 2.4.42 The Managed Service Provider is required to ensure that Agencies, where used, put forward Candidates on whom they hold and maintain up to date information on the following:
- 2.4.42.1 A 2 year employment history (5 for those in Qualified Social Care Job Categories), together with a satisfactory explanation of any gaps of 4 weeks or more in employment, including where owing to a disability
 - 2.4.42.2 A signed application form or Curriculum Vitae (CV)
 - 2.4.42.3 Documentary evidence of all relevant qualifications
 - 2.4.42.4 Proof of NI number for Right to Work where a passport is not available
 - 2.4.42.5 Applicable training i.e. manual handling
 - 2.4.42.6 Eligibility to work in the UK - in line with current Government requirements
 - 2.4.42.7 Proof of identity as outlined in the Right to Work legislation.
 - 2.4.42.8 2 written references, 1 which is from the most recent previous employer. Where written references are not possible, for lower skilled roles 2 verbal references should be obtained and backed up with suitable written evidence that these were undertaken.

2.4.42.9 If required for the role DBS/PVG disclosure check which is appropriate to the role offered i.e. the relevant barred list children / adult has been checked. The following data will be kept on file for all checks undertaken:

2.4.42.9.1 DBS / PVG Reference Number

2.4.42.9.2 Temporary Worker Full Name as it appeared on the DBS / PVG Certificate

2.4.42.9.3 DBS / PVG Issue Date

2.4.42.9.4 DBS / PVG Level of Check

2.4.42.9.5 Name of Employer as it appears of DBS / PVG Certificate

2.4.42.10 Portable DBS checks are not allowed unless the Temporary Worker is a member of the Update Service.

2.4.42.11 Where the Update Service is used a record of when this check was carried out will be held on the Temporary Workers File.

2.4.42.12 Details of any unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.

2.4.42.13 Where the role requires the asking of an exempted question defined in the Rehabilitation of Offenders Act then details of any spent or unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.

2.4.42.14 Where applicable to the role Driving licence / motor vehicle insurance and a current MOT certificate

2.4.42.15 Professional memberships; i.e. for security staff professionals valid SIA registration is required and must be renewed before the expiry date, not after the expiry date

2.4.43 The following additional checks will be carried out where the Temporary Worker is completing work in an environment where they will have access to Children or Vulnerable Adults:

2.4.43.1 Where applicable rehabilitation of offenders declaration signed and dated.

2.4.43.2 DBS/PVG disclosure check which is appropriate to the role offered i.e. the relevant barred list children / adult has been checked. The following data will be kept on file for all checks undertaken:

2.4.43.2.1 DBS / PVG Reference Number

2.4.43.2.2 Temporary Worker Full Name as it appeared on the DBS / PVG Certificate

2.4.43.2.3 DBS / PVG Issue Date

2.4.43.2.4 DBS / PVG Level of Check

2.4.43.2.5 Name of Employer as it appears of DBS / PVG Certificate

2.4.43.3 Details of any unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.

2.4.43.4 Where the role requires the asking of an exempted question defined in the Rehabilitation of Offenders Act then details of any spent or unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.

2.4.43.5 Where the information set out in 2.4.43.3 and 2.4.43.4 needs to be shared with the Customer this will be within the guidelines set out in

the DBS Code of Practice or any other relevant legislation in effect at the time.

- 2.4.44 Overseas candidates' police checks should be obtained where a candidate has worked or lived overseas during the last 5 years for a period of 6 months or more.
- 2.4.45 The following additional checks will be carried out where the Temporary Worker is put forward to deliver job categories in Qualified Social Care:
 - 2.4.45.1 Policies and procedures must be in place covering the agencies recruitment process and safeguarding checks.
 - 2.4.45.2 Employment history should be obtained for the last 5 years of employment/education. Any gaps of 4 weeks or more will need to be investigated and verified.
 - 2.4.45.3 A rehabilitation of offenders declaration signed and dated.
 - 2.4.45.4 Proof of Identity as outlined in the Right to Work legislation.
 - 2.4.45.5 Eligibility to work in the UK - in line with current Government requirements
 - 2.4.45.6 Proof of NI number for Right to Work where a passport is not available
 - 2.4.45.7 Documentary evidence of all relevant qualifications
 - 2.4.45.8 Health and Care Professions Council (HCPC) check for England or CCW in Wales, SSSC in Scotland
 - 2.4.45.9 DBS/PVG disclosure check which is appropriate to the role offered i.e. the relevant barred list children / adult has been checked. This also covers off checking the applicants address. The following data will be kept on file for all checks undertaken:
 - 2.4.45.9.1 DBS / PVG Reference Number
 - 2.4.45.9.2 Temporary Worker Full Name as it appeared on the DBS / PVG Certificate
 - 2.4.45.9.3 DBS / PVG Issue Date
 - 2.4.45.9.4 DBS / PVG Level of Check
 - 2.4.45.9.5 Name of Employer as it appears of DBS / PVG Certificate
 - 2.4.45.10 Details of any unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.
 - 2.4.45.11 Where the role requires the asking of an exempted question defined in the Rehabilitation of Offenders Act then details of any spent or unspent criminal offences including where detailed on Candidate's DBS/PVG disclosure.
 - 2.4.45.12 Where the information set out in 2.4.45.10 and 2.4.45.11 needs to be shared with the Customer this will be within the guidelines set out in the DBS Code of Practice or any other relevant legislation in effect at the time.
 - 2.4.45.13 Overseas candidates' police checks should be obtained where a candidate has worked or lived overseas during the last 5 years for a period of 6 months or more.
 - 2.4.45.14 References to cover the previous 5 years with at least 2 references with at least 1 of those commenting on the candidates social work practice
 - 2.4.45.15 Overseas qualified social workers must be able to provide their qualifications and be registered with the HCPC/CCW/SSSC. Checks to

both identify and verify the qualifications must be in place.

- 2.4.46 Where a worker is put forward to deliver job categories in Qualified Social Care:
- 2.4.46.1 Secure retention of all records in relation to safeguarding, in line with the Data Protection Act 2018, must be kept for 2 years after the worker leaves the post.
- 2.4.47 MSP's will be responsible for validating the accuracy of the information supplied by all Agencies
- 2.4.48 A number of jobs may have a requirement for additional checks to be undertaken on Temporary Agency Workers before they are put forward for placement to any Customer. These will be identified by Hiring Managers at the implementation stage of the contract, and if required a charging structure agreed for the provision of this service. Charges will not be raised where checks have already been made and evidenced to the satisfaction of the Customer.
- 2.4.49 The Managed Service Provider will be responsible for ensuring that they, if they are providing Temporary Agency Workers themselves and Agencies are undertaking such checks and must make available on request to the Customer the reference number and date of the DBS/PVG check of any Temporary Agency Worker put forward for placement by the Managed Service Provider. The Managed Service Provider will not put forward for placement any individual who appears unsuitable as a result of the information received from the checks.
- 2.4.50 The Managed Service Provider will ensure that they, if they are providing Temporary Agency Workers themselves, and Agencies comply with the requirements of the DBS and that the hiring Manager is shown a copy of the disclosure prior to the commencement of the Assignment. Managed Service Providers are also required to be compliant with the Safer Recruitment in Education Guidance and to hold the DfE Quality Mark for Education, if providing roles within the Primary and Secondary Education role of the education sector.
- 2.4.51 The Managed Service Provider must ensure that the Customer is informed where a Candidate is under investigation from external agencies. This includes but is not limited to, the HCPC / CCW / SSSC.
- 2.4.52 The Managed Service Provider must ensure that if they, where providing Temporary Agency Workers themselves, and the Agency receive 'additional information' about a Candidate from the DBS that a Chief Constable considers relevant to the post applied for and where this cannot be shared with the Customer, this may well affect their ability to be engaged to fulfil an Assignment. Such a Candidate will not be allocated any Assignment within the Customer organisation which involves working in areas requiring a DBS check.
- 2.4.53 The Managed Service Provider must also ensure that Temporary Agency Workers make a signed and dated declaration regarding unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974. A copy must be held on file by the Provider and form part of their risk assessment process. Existing Temporary Agency Workers and new applicants for temporary work who have a previous criminal record should only commence work after the approval of the Customer is sought. All applicants for placement at any of the Customers must be informed in writing that undeclared criminal convictions which subsequently become known may result in the Customer instructing the Managed Service Provider that the Temporary Agency Worker may be removed from the delivery of services. If a Temporary Agency Worker is convicted of an offence whilst on Assignment, the Managed Service Provider shall notify the Customer immediately and seek to reach agreement on the appropriate course of action. Generally speaking this shall not include motoring offences though for certain posts motoring offences may need to be reviewed. Customers shall agree with the Managed Service Provider which posts motoring offences must be reviewed.

2.4.54 All of this section 2.4.37 to 2.4.53 should be the basis for the Audit checks detailed in section 2.2.7 through to 2.2.10.

2.5 Service delivery

2.5.1 Fulfilment of a request shall be defined as the supply of a suitable Temporary Agency Worker, accepted by the Hiring Manager, within the timeframe as set out in the Service Level Agreement for the skill group to be established during contract implementation.

2.5.2 The Managed Service Provider shall aim to fulfil 100% of each Customer's requirements but is required to meet a minimum of 98% of requests at all times.

2.5.3 For individual positions that are considered to be 'difficult to fill' this figure may be reviewed at a later date, with the consent of the Customer.

2.5.4 If the Managed Service Provider falls below 98% for more than 2 consecutive months or below 90% for 1 month the Customer shall require an exception report detailing the action being taken by the Managed Service Provider to remedy the situation and the timescale for rectification. Until the service provided meets the required level an update report shall be submitted to the Customer's nominated Contract Manager on a regular basis.

2.6 Managed service provider personnel & contract management

2.6.1 The Managed Service Provider shall ensure that only suitably experienced and qualified staff shall be used to provide the Services.

2.6.2 The Managed Service Provider shall demonstrate how they manage business continuity and ensure effective recruitment and retention of staff.

2.6.3 The Managed Service Provider shall nominate an Account Manager to the Contract who is the primary and single point of contact for the Customer's Contract Manager.

2.6.4 The Managed Service Provider will ensure that there is a suitable structure and level of resource in place to deliver the Services which will be fronted by the nominated Account Manager.

2.6.5 Once operational, significant changes or reductions in the assigned personnel will not be made without prior written consent of the Contract Manager; such consent will not be refused unreasonably.

2.6.6 The Managed Service Provider will participate in regular contract review meetings with the Contract Manager. Attendance at regular review meetings is essential and will be at no cost to the Customer.

2.6.7 The Customer reserves the right to request additional meetings where necessary to address any matters arising in between the review meetings. Such requests shall not be made unreasonably and again will be at no cost to the Customer.

2.6.8 The Managed Service Provider will manage the supply chain in a systematic manner which can enable them to organise and regularly provide feedback to the Agency in respect of:

- the Agency's performance – pending feedback in terms of the standard of service they are supplying.
- the Temporary Agency Worker – why their Applicant was accepted / rejected, general feedback in terms of the Temporary Agency Worker's ability, suitability for the post and conduct.

2.6.9 The Managed Service Provider shall provide evidence that they are actively seeking feedback from Agencies on their performance and that of the Customer to maintain and improve Service standards. Such feedback shall be shared with the Contract Manager at regular review meetings.

2.7 Pay rates to temporary agency workers

- 2.7.1 The rates of pay received by the Temporary Agency Worker shall be determined by the Customer's Contract Manager in agreement with the Managed Service Provider. Any such agreement shall take into account the provisions of the Agency Worker Regulation and any other such relevant legislation which comes into effect.
- 2.7.2 The Managed Service Provider will use their knowledge and expertise to work with the Customer to identify appropriate pay rates for roles.
- 2.7.3 For PAYE Temporary Agency Workers the Managed Service Provider will charge as a percentage of PAYE earnings (including WTR Payments) Employers National Insurance Contributions, Pension Auto Enrolment and Apprenticeship Levy and will be charged in line with statutory contribution information issued by ESPO as part of this Framework.
- 2.7.4 Where the supply chain is utilised all charges relating to Employers National Insurance, Pensions Auto Enrolment and Apprenticeship Levy must be passed onto the providing agency.
- 2.7.5 Payments shall be in line with Working Time Regulations. This payment and employer's NI charged will be itemised separately on invoices and available as part of all management information.
- 2.7.6 For Limited Company Workers their total wage costs will be equal to their pay rate as tax and statutory costs will be paid through their company.

2.8 Fees and savings

- 2.8.1 The Managed Service Provider Fees to be charged by the Managed Service Provider shall be agreed at the outset and capped for the duration of the contract.
- 2.8.2 The Managed Service Provider Fees should provide excellent value for money, and be transparent to all parties; including the Agencies and the Customers. The MSP must recognise the potential for fees to be benchmarked following any re-opening of competition and in particular those competitions utilising reverse e-auction technology. MSP should avoid multiple pricing policies and must use their best endeavours to provide managed services at a consistent best value rate across the Framework provision.
- 2.8.3 The Service must deliver savings for the Customer and any savings generated must be objectively measured and demonstrable, to assist Customers to reach their savings targets.
- 2.8.4 Taking geography into account, the Managed Service Provider will advise the Customer of the most competitive Agency Fees that they have achieved with Agencies across all Customers and will endeavour to secure similar or comparable rates for that Customer where appropriate. The Agency Fee charged will be available as part of all Management Information.
- 2.8.5 The Customer shall not pay any introduction fee to either the Managed Service Provider or any Agency in the supply chain should any Temporary Agency Worker secure employment with a Customer (including the post in which the Temporary Agency Worker is temporarily engaged) where the worker applies for a job in response to an advertised vacancy (either internally/externally advertised), and no such fee shall be invoiced to the Customer by the Managed Service Provider or Agency. The Customer will provide, on request, evidence of advertising arrangements to the Managed Service Provider or Agency.

- 2.8.6 Where a Non-Temporary Employment position with a Customer is filled by a Temporary Worker on Assignment, Customers shall not be liable to pay an introduction fee to the Managed Service Provider or any Agency in the supply chain where they have complied with 2.8.5, however, where a Temporary Worker has completed less than fourteen (14) continuous weeks on Assignment and the Temporary Worker fills a Non-Temporary Employment position, Customers shall be liable to pay a 'temp-to-perm' fee to the Service Provider.
- 2.8.7 Where a Temporary Worker is engaged on a Non-Temporary position and has completed less than fourteen (14) continuous weeks then a 'temp-to-perm' fee shall be due and such fees shall be in accordance with the following;

The rates applicable to be paid by the customer to the supplier only in circumstances where a charge is legitimate are:

- 0-4 weeks 12.5%
- 5-9 weeks 7.5%
- 10-14 weeks 2.5%
- 14+ weeks + no charge

Percentage charge is based on annualised salary.

- 2.8.8 Where a 'temp-to-perm' fee is due as set out in 2.8.7 the Customer may elect, upon giving written notice to the Service Provider, to extend the hire of the Temporary Worker for the remainder of the period where a 'temp-to-perm' fee is due as set out in 2.8.7 during which the Service Provider shall be entitled to the current agreed fee in respect of the Temporary Worker for each hour or day that the Temporary Worker is engaged.
- 2.8.9 No 'temp-to-perm' fee shall be due outside the "Relevant Period" as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003 as the later of:
- 2.8.9.1 The period of 8 weeks commencing on the day after the day on which the work-seeker last worked for the Hiring Manager pursuant to being supplied by the employment business; or
 - 2.8.9.2 the period of 14 weeks commencing on the first day on which the work-seeker worked for the Hiring Manager pursuant to the supply of that work-seeker to that Hiring Manager by the employment business
- 2.8.10 Where the Temporary Worker has provided a valid opt-out pursuant to Regulation 32 of the Conduct of Employment Business Regulations 2003, clause 2.8.6 and 2.8.7 will still apply.
- 2.8.11 The Service Provider will ensure that the Customer has the right to continuously engage any Temporary Worker who transfers from one Service Provider to another, 'temp-to-temp', 'temp-to-third party', 'temp-to-fixed-term', without being liable to pay any fee to the Service Provider by way of a referral fee.

2.9 Invoicing and payment requirements – managed service provider

- 2.9.1 It is envisaged that most Customers will require a single consolidated invoice, although some may require a small number (e.g. 3 or 4) of departmental invoices. Invoices are to be submitted in arrears on a weekly basis (unless otherwise agreed with the Customer). The Managed Service Provider must ensure that invoices are raised without delay, enabling Agencies to be paid promptly.
- 2.9.2 Payments will be made by BACS or Direct Debit.
- 2.9.3 Invoices shall be supported by detailed electronic information in a format as agreed with the Customer to enable internal charging to relevant budget holders. This is likely to include:-

- Order reference number
- Job title
- Hours worked; regular hours, overtime hours (including night shifts), double time hours and total hours
- Unique work record per individual not per assignment
- Total hourly / daily rate
- Hourly / daily pay rate to Temporary Agency Worker
- National Insurance contributions
- Working Time Regulations (WTR)
- Pension Auto Enrolment (PAE)
- Apprenticeship Levy
- Value Added Tax
- Agency Commission (Agency Fee)
- Managed Service Provider Commission (Booking fee)
- Department and/or Section
- Cost Centre Code and if required Hiring Manager
- Name of individual that the Temporary Agency Worker reports to
- Date timesheet submitted and approved
- Name of Hiring Manager timesheet approved by

This detailed electronic information is to be presented in a format prescribed by the Customer in order to allow immediate uploading onto the Customer's financial system.

- 2.9.4 In support of the invoice the Managed Service Provider shall provide each Agency with a timesheet (electronic where required by the Customer) that must be used by all Temporary Agency Workers. Timesheets must indicate that all breaks are unpaid and must not be added to hours worked.
- 2.9.5 Completed timesheets shall be submitted electronically (either by the Temporary Agency Worker or the Managed Service Provider) to the Hiring Manager for authorisation. The Managed Service Provider should provide the Contract Manager with an exception report of unauthorised timesheets, ideally accessible with real-time information, but at a minimum on a weekly basis.
- 2.9.6 Where the Customer has implemented an internal policy restricting the number of hours a Temporary Agency Worker can work, the Managed Service Provider will ensure that this restriction is reflected in the invoicing and payment to Agencies. Allowance for time off in lieu may also be required by some Customers.
- 2.9.7 The Managed Service Provider shall only process timesheets that have been authorised by the appropriate Hiring Manager. In the event that a Hiring Manager refuses to certify a timesheet the Managed Service Provider shall be notified within 2.8.7 Working Days and resolve with the Hiring Manager in the first instance. If further resolution is required the incident should be referred to the Contract Manager.
- 2.9.8 The Customer will advise the Managed Service Provider if auto-approval of timesheets is required for their Contract prior to commencement of the Contract. As a rule, the default position will be that timesheets are not approved automatically.
- 2.9.9 Should there be a dispute regarding hours worked, the hourly rate, statutory contributions or the commission claimed by the Managed Service Provider in respect of a Temporary Agency Worker, the Customer reserves the right to withhold payment

of the sum in dispute until such time as the matter can be resolved. The Managed Service Provider will ensure that the consolidated invoice does not include such amounts so as not to delay payment of the remaining authorised sums.

- 2.9.10 The Managed Service Provider is required to ensure fair and agreed payment terms, for all elements of the total charge, are in place for all (tiered) Agencies i.e. terms that do not allow payment to Agencies to be delayed beyond 5 Working Days after the Managed Service Provider has been paid and that in total, in any event, payment takes no longer than 21 days from submission of an undisputed invoice.
- 2.9.11 The Customer is required to pay the MSP within 14 calendar days of undisputed invoice.
- 2.9.12 Where the Customer has agreed shorter payment terms in order to meet policy obligations or to support their suppliers, the benefit of this must also be reflected through the supply chain to the tiered Agencies.
- 2.9.13 The Managed Service Provider is required to ensure agreed payment terms are in place for all Temporary Agency Workers i.e. no more than 14 days from submission of a timesheet.
- 2.9.14 The cost model proposed by the Managed Service Provider is required to be financially transparent, particularly in relation to:
- Pay rate
 - National insurance
 - WTR
 - National insurance on holiday pay
 - Pension Auto Enrolment (PAE)
 - Apprenticeship Levy
 - Agency fee
 - Total amount paid to the Agency
 - Managed Service Provider transaction charge
 - Total charge to the Customer
 - Temporary Agency Worker's status in terms of whether they are PAYE or a Ltd Company also needs to be stated.

The aim of the Managed Service Provider providing this breakdown is to provide Customers with overall clarity of what costs are built up from.

2.10 Management information

- 2.10.1 The Managed Service Provider must be able to provide configurable and comprehensive real time management information from implementation and on an ongoing basis relative to all activity under this contract at no cost to the Customer
- 2.10.2 The Managed Service Provider will provide, management reports in a suitable electronic format on a monthly basis. The type and level of detail of the reports will be decided at the implementation of the Contract so that they are tailored to only provide the information that each individual Customer specified is relevant to them. This does not preclude changes being made during the life of the Contract should the Customer require it. This information should be provided in a clear format which is both easy to understand and easy to interpret. Tenderers are required to provide details of the suite of reports and data that they are able to provide, and its typical use by the Customer.
- 2.10.3 The System proposed by the Managed Service Provider shall offer a flexible management information tool that can be tailored to only provide the information that each individual Customer specifies is relevant to them. The Managed Service

Provider will be able to offer as a minimum a suite of pre-defined reports, which can be tailored to the Customer, but it is also desirable that the Customer can run their own reports where the system allows.

- 2.10.4 Reports and data should be presented in a format which can be exported into MS Office Applications or other similar packages used by the Customer that can be used to manipulate data.
- 2.10.5 Customers shall be able to specify the Management Information reports that they require which can include but are not limited to the following:
 - 2.10.5.1 Active assignments (current headcount report)
 - 2.10.5.2 Detailed order status report – showing individual order information
 - 2.10.5.3 Usage by department – scheduled end dates for each order, sorted by Customer department and position
 - 2.10.5.4 Comparison of old and new Agency Fees/Margins (in pence)
 - By Customer department
 - By job discipline
 - 2.10.5.5 Temporary Agency Worker assignments undertaken by Customer Residents
 - 2.10.5.6 Temporary Agency Worker assignments (numbers and value) filled by Agencies supplying from an address within the Customer's region, including size of company (number of employees)
 - 2.10.5.7 Performance monitoring report: time taken to fill each booking (from initial order and from Cost Centre Manager authorisation) compared against agreed service levels:
 - By Customer department
 - By job discipline
 - 2.10.5.8 Full details of any posts that could not be filled.
 - 2.10.5.9 Summary of comments/complaints with corrective action taken
 - 2.10.5.10 Agency usage – Agencies ranked in terms of number of Assignments
 - 2.10.5.11 Ethnic profile – The ethnic profile of interim workers assigned to the Customer where applicable / appropriate
 - 2.10.5.12 Disability profile – Volumes of disabled and non-disabled interim workers assigned to the Customer
 - 2.10.5.13 Gender profile – Volumes of male and female Temporary Agency Workers assigned to the Customer
 - 2.10.5.14 Age profile – The age profile of Temporary Agency Workers assigned to the Customer
 - 2.10.5.15 Temporary Agency Workers – a list of Temporary Agency Workers who have been assigned to a specific order, showing:
 - Name of worker
 - Geographical profile
 - Religion
 - Sexual orientation
 - Order reference number
 - Job discipline
 - Job title

- Council Department
- Cost Centre Manager
- Start date of assignment
- Anticipated end date of assignment
- Assignment duration report – by Temporary Agency Worker

The system proposed by the Managed Service Provider must be flexible to accommodate additional requirements / changes to the above.

2.10.6 In addition, the Managed Service Provider shall comply with the following:

- 2.10.6.1 The Managed Service Provider agrees to provide ESPO with information relating to the services procured and any payments made under the Contract.
- 2.10.6.2 The Managed Service Provider shall supply the Management Information to ESPO and in the form set out at Schedule 5 of the Framework Agreement, during the framework Contract period.
- 2.10.6.3 Upon receipt of the Management Information supplied by the Managed Service Provider in accordance with 2.10.6.2, the Customer and the Managed Service Provider hereby consent to ESPO:
 - storing and analysing the Management Information and producing statistics; and
 - sharing the Management Information or any statistics produced using the Management Information, with any other Contracting Customer.
- 2.10.6.4 ESPO may, but not unreasonably, make changes to the Management Information which the Managed Service Provider is required to supply and shall give the Managed Service Provider at least 1 month's written notice of any changes.

2.11 System requirements

- 2.11.1 The system proposed is a secure web-based solution based in the UK or in the EEA (both live and backup)
- 2.11.2 If required the solution configuration will allow for customer branding across the entire requirement of the customer.
- 2.11.3 The system will have a secure, complex, password controlled access. There shall also be automated admin support for password lookup / reset / prompt
- 2.11.4 The solution ensures information stored is fully retrievable in line with safeguarding requirements.
- 2.11.5 The following accreditations are held for the duration of the Framework:
 - 2.11.5.1 ISO 27001 – Information Security Management
 - 2.11.5.2 ISO 9001 – Quality Management Systems
- 2.11.6 A high level of security is required when the solution is hosted by the Service Provider to ensure the security of data and business continuity against external and internal threats (fire, terrorist attack, employee sabotage).
- 2.11.7 All data transactions will be encrypted
- 2.11.8 Sufficient protection must be in place to protect against virus attacks, hacking and hijacking of URLs
- 2.11.9 The data held on the system is of a sensitive and confidential nature; it must be accessible only to those authorised by the Customer and the data must remain the property of each individual Customer.

- 2.11.10 Must be available to Customers via a web browser.
- 2.11.11 The system must provide comprehensive facilities to export and import data in a range of standard formats (XML, CSV) for interchange with external systems. Standard XML policies should be support where available.
- 2.11.12 The system shall support user configuration within each Customer, allowing segmentation of access privileges at user level, for example, Compliance Only, Timesheet Authoriser, Hiring Manager, Super User etc.
- 2.11.13 The appearance and operation of the System should be similar to those in general widespread and common use for other functions to enable Hiring Managers to be able to use the System easily from Implementation.
- 2.11.14 The System must be able to accommodate various account coding from the Customer's financial management system e.g. Oracle, SAP, Agresso.
- 2.11.15 Ideally the System will not use any jargon or technical terminology and will use language easily recognisable by the Customer's officers. Where use of jargon or technical terminology is unavoidable the Managed Service Provider will include easily accessible and clearly identifiable help functions and/or user manuals to enable users to use the System effectively with minimum support.
- 2.11.16 The System will be supported by online / interactive documentation, manuals and FAQs which may be delivered in the form of tutorials.
- 2.11.17 The structure of any System or processes implemented by the Managed Service Provider in order to deliver the Services must be flexible, Customer-driven and easy to adopt in a public sector environment.
- 2.11.18 The Managed Service Provider must give a minimum of 3 months' notice to any Customer where fundamental changes to the System or platform are proposed.
- 2.11.19 The Managed Service Provider shall ensure that a log of System issues, including but not limited to major failures and system bugs, is established and maintained and is supported by a proposed programme for resolution which recognises the need for business continuity, disaster recovery procedures, timescales for rectification and escalation to appropriate levels within the Managed Service Provider's organisation.
- 2.11.20 The Managed Service Provider must be able to provide by the date of Contract award / Implementation the following customers data transfer:
 - 2.11.20.1 Online ordering and candidate selection
 - 2.11.20.2 Online electronic time sheeting
 - 2.11.20.3 Online electronic invoicing and or/payment systems
 - 2.11.20.4 real-time management reporting
 - 2.11.20.5 Online monitoring of AWR requirements
 - 2.11.20.6 Online audit trail of compliance requirements
 - 2.11.20.7 Integration of any or all of the above; with each other, and ability to integrate with Customer legacy systems
- 2.11.21 System training will be defined for each lot as follows; The Managed Service Provider shall offer full online or in-system training for Customers (and any Agencies used as part of the supply chain). The Managed Service Provider must offer training via a variety of methods if online and in-system training is not deemed sufficient and should be aware that on-going training may be required for additional and/or new users of the System, as new Hiring Managers join the Customer or new Agencies commence supply of the Services.
- 2.11.22 The Managed Service Provider's solution shall provide 24-hour system support for functional and/or technical problems to help and support service users as required for example a help desk. If the proposed solution is via telephone, this 24-hour system

should not be premium rate and preferably calls shall be charged at local rate or lower. This may include online support outside of typical working hours and some means of logging emergency or major Systems issues may be required.

2.11.23 The Managed Service Provider must confirm that the proposed solution will be compliant with the requirements of the Data Protection Act 2018 in accordance with (but not limited to) the following criteria:

2.11.23.1 Ensure integrity of data

2.11.23.2 Have adequate privacy enhancement techniques

2.11.23.3 Allow archive and deletion of data

2.11.23.4 Rejection of duplicate records with meaningful error messages at the point of data entry

2.11.24 User Access and Data

2.11.24.1 The Hiring Manager must be able to specify all relevant information for an Assignment including; start/end date, location, job type, reason for use, skill requirements and other parameters and the System shall support definition of standardised job groups, job descriptions and skill sets. The Customer should define which fields will be mandatory for their organisation; however the Managed Service Provider should ensure that there are appropriate mandatory fields within the System to capture the data.

2.11.24.2 The System should support the entry and display of all relevant Contract data for the Temporary Agency Workers requisitioning process e.g. pricing conditions, delivery conditions, payment terms, etc.

2.11.24.3 Users must be able to track the status of an order from order creation via approval to invoice receipt and payment. The Contract Manager should be able to see an overview or 'dashboard' containing details of any open requests.

2.11.24.4 All data must be maintained centrally or locally, dependent upon access rights granted. The Customer maintains ownership of this data and will have access to download data in its entirety at any time during the duration of the contract as well as on expiration of the contract period.

2.11.24.5 The Hiring Manager shall be notified via email when a Temporary Agency Worker's assignment (of longer than 4 weeks) is approaching expiry. The Hiring Manager along with the Contract Manager shall be notified via email when an individual Temporary Agency Worker has been on an assignment approaching 8 weeks (or to a timescale as agreed by the Customer at Implementation) in order that the Customer can review and decide the future of the Assignment prior to the Temporary Agency Worker having been on Assignment for more than 12 weeks.

2.11.24.6 The System shall include processes for the approvals of requests for Candidates, extensions to Assignments and approval of timesheets. The Customer must be able to define parameters for the system, including but not limited to; maximum assignment durations, blocking of certain categories of worker, requirements for post numbers/ authorisation for workers and any other data which is required by the Customer.

2.11.24.7 The System shall enable Hiring Managers to re-assign approval rights when there is a period of absence. Should this be unplanned, there will be a defined process to enable the Contract Manager or Managed

Service Provider to re-assign rights as necessary.

2.11.25 The System proposed by the Managed Service Provider shall allow for straightforward management of timesheets for the Customer, Agency and Temporary Agency Worker that does not cause unnecessary complexity for any of the parties.

2.11.26 The System proposed by the Managed Service Provider must provide Management Information that enables sharing of data and experiences of the Customers that are using the Managed Service Provider's System via the framework in order that Customers can use this information in benchmarking activities. Any Management Information should be easily exported into a commonly used spreadsheet format.

2.12 Sustainability and carbon reduction

2.12.1 H&F Council has declared a climate and ecological emergency. The council aims for the organisation and borough to emit net zero greenhouse gases by 2030, and expects all suppliers to support us by actively working to reduce emissions from the products and services they provide to us.

2.12.2 The supplier must measure the carbon footprint of either their organisation or the service provided to the council in a clear and transparent way, and share this with the council.

2.12.3 The supplier must develop and implement a carbon reduction plan that is aligned to climate science, and demonstrate progress throughout the life of the contract on reducing the carbon intensity of the service provided. The supplier must be willing to work with the council to develop lower carbon solutions to the service provided.

2.13 Implementation

2.13.1 The Managed Service Provider shall provide to the Contract Manager details of its:

2.13.1.1 Strategy for obtaining / defining baseline information against which service improvements and financial savings (direct and indirect) can be measured. This baseline should be the most current year prior to entering into this contract, and the evidence should be shared with the Customer.

2.13.1.2 Strategy for dealing with current Agencies

2.13.1.3 Strategy for dealing with current Temporary Agency Workers

2.13.1.4 Strategy for communication before and during the implementation

2.13.1.5 Proposals for Implementation for each Customer, as relevant, either by Department, Temporary Agency Worker category, or the organisation as a whole.

2.13.1.6 The Managed Service Provider will be required to facilitate the adoption of existing supply chain of Agencies and existing Temporary Agency Workers where requested by the Contract Manager.

2.13.2 The Managed Service Provider shall draft and agree Service Levels with each Customer in respect of fulfilment rates, response times, request fulfilment timescales and the reduction of Agency margins. These shall be shared with ESPO to support the overall management of the Framework.

2.13.3 The Managed Service Provider shall provide detailed timescales for the Implementation of the Service from Contract award to the Customer specified go live date. The Managed Service Provider must ensure they have sufficient capacity to enable the implementation timescales to be adhered to when implementing multiple organisations at the same time.

2.13.4 During the Implementation period the Managed Service Provider may be required to organise and deliver a small number of workshops for the Customer's staff and proposed Agencies at no extra cost to the Customer or attendees to promote and

market the new arrangements.