

ENFIELD
Council
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ANNEX B

SPECIFICATION

For

Recruitment Agency Services Contract

(for the provision of services to provide
Temporary Agency Workers)

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Section A – Overview and Scope

1. Background to Enfield Council

- 1.1 Enfield is a North London local authority with a population of approximately 280,000 (latest GLA estimate), of whom an estimated 36% belong to ethnic minority groups; Enfield is one of London's most diverse and vibrant Boroughs.
- 1.2 The Council is a modernised local authority focussed upon delivering responsive and effective services to the public. The Council has a track record of innovation and quality and has adopted a sustained drive towards better customer service together with achieving best value.

2. Background of Requirement

- 2.1 A Vendor Neutral Managed Service (VNMS) single supplier framework agreement is required by Enfield Council for supply of Temporary Agency Workers, which will be available to other London Boroughs, The City of London and Arms Length Managed Organisations (ALMOs), up to the maximum value stated in the OJEU Notice.
- 2.2 By requiring a Vendor Neutral Managed Service, it should be understood that this is defined as a managed service provider who procure, negotiate with and manage the performance of a supply chain of Agencies, whilst facilitating the engagement of Temporary Agency Workers to the Council and Clients. None of the Agencies should be affiliated with the managed service provider. And the managed service provider should not offer any Temporary Agency Workers themselves.
- 2.3 The delivery of value for money public services is paramount and workforce flexibility is part of the framework to ensure this happens. Temporary Agency Workers are a key resource extensively used to meet temporary demands.
- 2.4 The value of Temporary Agency Workers is diminished if quality workers cannot be engaged promptly at a competitive rate (that the marketplace can sustain) with minimal effort expended by the manager looking to hire a Temporary Agency Worker (Recruiting Manager).
- 2.5 Third party expertise has been used successfully in the public sector to acquire Temporary Agency Workers at properly negotiated rates, streamline the supply chain process, consolidate payments, provide management information to support strategic decision making and provide a level of control on quality.

3. Scope

- 3.1 The Council shall enter into a Framework Agreement with the Contractor, with any other London Boroughs and/or ALMO's entitled to enter into individual Call-Off Contracts with the Contractor.
- 3.2 This contract will include all aspects of delivery of the Service, including but not limited to, delivery of the outcomes, meeting all standards under the Contract, reporting of service delivery and proactively working with the Council, to continuously develop the Service.
- 3.3 The Framework shall be a single supplier Framework Agreement. The Council's requirements will be placed with the appointed Contractor based on any or all of the following criteria: the Service Requirement; the required location for the provision of the Service; the price of the Service.
- 3.4 The Council shall have the option to extend or change the types of Service as required by legislation, guidance or Council policy. These extensions will be subject to authorisation and successful operation of the existing Service.
- 3.5 The Council took a decision two years ago, to only cover substantive posts within the Administration, Secretarial and Clerical provision with Temporary Agency Workers. This was in anticipation that we would need to reduce the size of the workforce from 2011 onwards, as efficiency gains were derived from outcomes of the service reviews and restructures.
- 3.6 The Council needs to meet various objectives throughout the scope of the Contract, and would expect the Contractor to assist in meeting the following objectives:
 - Controlling and reducing expenditure on Temporary Agency Workers
 - Providing a level of corporate control over the recruitment process for Temporary Agency Workers
 - Reducing the amount of time spent and increasing efficiency on the ordering and management of Temporary Agency Workers by the Council's managers through the use of electronic solutions
 - Ensuring the quality of Temporary Agency Workers is maintained and improved
 - Providing accurate and up-to-date Management Information both monthly and at request, that can be used for strategic business decisions
 - Ensuring a diverse, competitive & open group of Agencies
 - To assist the Council in identifying and aligning/on-boarding off-contract spend
 - Minimising bureaucracy as much as possible in the engagement of Temporary Agency Workers
 - To manage the inherent risk and liability issues arising from the use of Temporary Agency Workers more effectively and pro-actively
 - Incorporate and implement any requirements resulting from the Agency Workers Directive ("AWD")
- 3.6 The Council reserves the right to review its procedures relating to the use of Temporary Agency Workers. This may be further developed throughout the duration of the Contract.

4. Contract

4.1 This Contract shall be for a Contract Period of four years.

5. Implementation

5.1 A full communications plan shall be devised and agreed with the Council, and/or Client/s prior to commencement of the Contract.

5.2 The Contractor shall provide an implementation plan for each individual Client prior to commencement of its Call Off Contract, based on the implementation plan included by The Contractor in its Tender. This should include as example (but not be limited to);

- Timescales
- Approach
- Handover plan
- Communications plan
- Recommendations for roll-out method
- User-training plan (for Recruiting Managers, managers who authorise timesheets or placements (Authorising Managers) and Super-Users such as Contract Managers)

5.3 During the implementation period the Contractor shall put in place a Project Team including the provision of at least one full time on-site Account Manager present with each Client (a minimum of one FTE per Client, at 36 hours per week) (if required by the Client).

5.4 The Council will in turn have in place a project team able to deal with the implementation from the Client perspective. The team will consist of, at a minimum, the following key officers:

Polly Colville – Lead	Sue Davies
Agency Contract Project Lead	Contract Manager
Human Resources	Human Resources

Ann Freeman	Julie Mimmagh – Chief Officer
Assistant Head of Finance	Head of HR, Operations
Finance	Human Resources

Melissa Keating	John Jossa
Resourcing Manager	Head of Finance/Financial Reporting
Human Resources	Finance and Corporate Resources

6. Management Standards and Responsibilities

6.1 The Contractor shall provide the Service in accordance with management requirements specified in Section C Minimum Standards of this Specification.

7. Performance Indicators

- 7.1 The Contractor shall manage the Contract within the specified Key Performance Indicators (KPI's) in **Table 1**.
- 7.2 The Core Performance Levels will be reported on at least monthly with the Management Information.
- 7.3 In the event that the service fails to meet the Core performance levels specified in Table 1, a formal notification will be administered to the Contractor from the Client Contract Manager (or equivalent) detailing the failures
- 7.4 A Failure Notice will be issued when Core Key Performance Indicator(s) fall under the specified percentage target or timeframe in any reporting calendar month. When 5 (five) or more performance targets are not met in a calendar month, the Council will issue a Failure Notice to the Contractor which will incur an administration charge of £20 payable by the Contractor.
- 7.5 The Contractor will then issue a Corrective Action Plan within one week from the date of receipt of the Failure Notice.
- 7.6 The Client will consider the Corrective Action Plan and will act reasonably with regards to acceptance of such. Upon acceptance of the Corrective Action Plan by the Client, the Contractor will be expected to remedy failures within 30 days of the notification being issued or such other period of time as the Council may specify.
- 7.7 Failure by the Contractor to implement the Corrective Action Plan will be a Default in accordance with the Contract Conditions and the Council will deal with such Default in accordance with the applicable terms in the Contract Conditions.
- 7.8 The Secondary Performance Levels will be reported at least quarterly at the Quarterly Business Reviews.
- 7.9 In the event that the Service fails to meet the Secondary performance levels in Table 1, the Contractor shall issue a Corrective Action Plan within one week of acknowledgement from the Client, and make all reasonable endeavours to improve the service in agreement with the Client.
- 7.10 If the Contractor fails to meet singular or collective Secondary Performance Indicator levels, such Secondary Performance Indicators will escalate to become Core Performance Indicator levels after 5 failures (in accordance with what is defined as a failure in 7.4)

Service Level Agreement

Table 1

Key Performance Indicators <u>CORE</u>	Measurement	Target (*may increase year on year)
Operations		
Percentage of Orders filled by requested start date/time	For Orders with person required to start same day – within 4 hours	95%
	For Manual provision orders required to start the same day – within 1 hour	98%
	For Orders with person required to start next day	98%
	For Manual provision orders to start next day	99%
	For Orders with person required to start within 2 – 7 days	98%
	For Orders over 7 days in advance	99%
Creating New User for System	Within 1 working day of request	98%
Delete access of User for System	Within 1 working day of request	98%
Customer Service		
Queries/Complaints: Sent acknowledgment email (or called if no email access)	Within 1 hour of receipt from Account Executive (not generic)	98%
Auditable Resolution of Query agreed by Recruiting/Authorising Manager	Within 48 hours	95%
Management Information	Provided within 2 working days of agreed date	95%
Performance Management		
Quantifiable Tiering System reviewed and information supplied	Quarterly	98%
Supplier forums held	6 monthly	100%

Full Audit (based on quality and compliance) on Agencies supplying Clients and full report supplied to Client	6 monthly	100%
Percentage of Agencies fully compliant	Within 1 month of initial audit	95%
CRB and ISA (or equivalent) checks carried out for required roles and in force from start date to end of Placement.	Prior to Start date	100%
CRB and ISA (or equivalent) checks for required roles to be updated	Annually	100%
Minimum insurances verified throughout Agency supply chain	Upon Procurement and Annually	100%
System		
Uptime (with exception of agreed maintenance)	Stats to be given in Quarterly Business Review	98%
Back up of system/Disaster recovery	Taken Daily	100%
Reporting available to Client	In Real Time	98%
Payments / Invoicing		
Consolidated invoice supplied with supporting CSV file	Within agreed timescales with Client (between weekly and monthly)	98%
Payment of Annual Volume Rebate to the Council	Within 6 weeks of the Anniversary of the Contract Start Date	100%
Key Performance Indicators		
<u>SECONDARY</u>	Measurement	Target
Orders released to the tiered supply chain (Agencies) and acknowledgement email sent to Recruiting Manager	For Orders with start-date of next day onwards – Released to Tier 1 within 20 minutes	98%
	For Orders with start-date within 2 days – Released to Tier 2 > after 4 hours	
	For Orders with start-date of 2 days onwards – Released to Tier 2 > after 24 hours	
	For Orders to start the same day or less – Released to all Tiers within 10 minutes	

Benchmarking Project and Agency Meetings performed with Difficult-to-Fill Roles	At request of Client but at a minimum - annually	98%
Unsuitable Temporary Agency Workers identified	Replaced within 24 hours and no extra cost	95%
	For Manual Provision, need replacing during the same shift	98%
Data Cleansing of Temporary Agency Workers who have not logged in for more than 6 weeks	Data cleansed (access deleted) every 6 weeks	98%
Data cleansing of Recruiting/Authorising Managers who have not logged in for more than 6 months	Data cleansed (access deleted) every 3 months	98%
Ad-hoc reporting	Received within 48 hours of request	95%
	Detailed technical ad-hoc reporting received within 72 hours of request.	
Meetings	Attend minimum number of meetings as outlined	100%
Consultation/Information supplied to Client regarding major changes in legislation or to Contractor infrastructure or processes which may impact delivery of services	Minimum 1 month's notice	
Cost Reduction/efficiencies of Temporary Agency Workers margin after 13 weeks	Measured on 13 th week of Assignment	100%

* - After year review, if Contractor exceeds the target, the benchmark will increase by 1% of the achieved target.

Section B – Demand

8. Demand

- 8.1 The Council cannot confirm how many London Boroughs and/or ALMOs will participate in this framework, although there is notable interest in doing so.
- 8.2 On average the Council has used corporate contracts to provide approximately £18 million per year worth of Temporary Agency Workers. This does not capture off-contract or maverick expenditure. This being historic data, the Council cannot predict or guarantee future expenditure levels.
- 8.3 The value of the Contract may be affected by the Agency Workers Regulations 2010 (Agency Workers Directive) ("AWD") which is due to come into effect during the duration of the Contract.
- 8.4 Since releasing the OJEU notice, a new Government has been elected. It is widely acknowledged Local Authorities and County Councils now have a responsibility to make further significant savings on top of those already anticipated prior to the election. These essential savings may therefore further affect the value of this contract and alter the policies in place in engaging Temporary Agency Workers. Whilst we cannot state at present how that will be manifested, for transparency, we cannot guarantee a level of business throughout the duration of this Contract.
- 8.5 If the framework is successful, as measured by the KPI results, then The Council would require some joint promotion of the framework by the Contractor, at no cost to the Council or any participating London Borough and/or ALMO.
- 8.6 The Council and participating boroughs will as an exception to the neutrality of the Contract, require the use of a 'Payroll Only' Service. A 'Payroll Only' service is defined as the Contractor either themselves or via an Agency, will perform a payroll function for already known/named Temporary Agency Workers who have not been 'introduced' to the Council or Client by an Agency. The Payroll Only Service will require the following elements:
 - 8.6.1 A payroll facility to pay the Temporary Agency Worker identified by the Council or Clients, whether they are Limited or PAYE.
 - 8.6.2 Will charge the Council and Clients a reduced 'agency mark-up' to reflect that there is no introduction involved in the engagement of this type of Agency Worker
 - 8.6.3 Will not charge a separate Management Fee, we expect the rate provided in the relevant section of the Pricing Model, to include any Management Fee.
 - 8.6.4 Will include referencing at the request of the Ordering Manager
 - 8.6.5 This function, as a general rule, will exclude the use of any Job Roles that require a CRB or ISA (or equivalent).
 - 8.6.6 Should a Payroll Only candidate be required in a Job Role requiring a CRB or ISA (or equivalent) check, the cost of which should be charged separately, and at the CRB's rate of an enhanced CRB disclosure (currently £36.00)

Section C – Minimum Standards

9. Service Categories

9.1 The Contractor shall provide all categories of worker for temporary assignments as and when required. This will include but is not restricted to the following categories;

- Administrative, Clerical & Secretarial
- Manual
- Professional & Technical
- Social Care

10. Minimum Quality Requirements

10.1 The Contractor shall meet the following requirements for all Roles;

10.1.1 Provide a selection of CVs that have been quality assured against the Recruiting Manager's minimum and essential requirements, experience and qualifications.

10.1.2 Ensuring all Agencies submit Candidates who have received training appropriate to fulfilling the role. This may include but is not limited to ECDL for administrative and secretarial roles, PATS training for Passenger Assistants, COSSH for Domestic Workers, Manual Handling training for all workers under the Manual provision and Care Assistants and general health and hygiene training for Catering Assistants, Kitchen Assistants and Cooks

10.1.3 Ensuring all Agencies have fully briefed each Candidate on the proposed Role, including location of interview and assignment.

10.1.4 Pre-engagement paperwork shall be completed prior to the placement of a Temporary Agency Worker and will include but not be limited to; Declaration of Interest forms, Confidentiality Agreements, Workers Time Directive Opt Out forms, Diversity Monitoring forms etc.

10.1.5 A pre-engagement Welcome Pack shall be given to all Temporary Agency Workers prior to the start date of the Assignment by their Agency, containing details of the Council, what is expected of them and Health & Safety procedures

10.2 If Criminal Records Bureau (CRB) checks and/or Independent Safeguarding Authority (ISA) checks (or equivalent) are required they shall be obtained in the name of the Agency or umbrella body supplying the Temporary Agency Worker and be in force from the start date of the Assignment. The disclosure/s shall be renewed on an annual basis.

10.2.1 All costs for obtaining, checking and renewing CRB checks and any associated administration shall be met in full by the Contractor and/or the Agency. The Council shall not incur or be liable to any costs associated with CRB checks.

10.2.2 It is the responsibility of the Contractor to ensure candidates in relevant job titles are registered with the ISA (or equivalent). The Council shall not incur or be liable for any costs associated with the ISA registration or equivalent.

- 10.2.3 The Contractor shall maintain a record of CRB renewal dates and have a mechanism for proactively chasing CRB renewals in advance of the expiry date.
- 10.2.4 The Contractor shall ensure all Roles requiring a CRB, obtain an 'enhanced' CRB clearance.
- 10.2.5 The Contractor shall ensure all Candidates of Roles requiring a CRB will complete a Rehabilitation of Offenders Act form (provided by the Council) detailing any spent or unspent convictions.
- 10.2.6 The Contractor will ensure all Candidates of Roles not requiring a CRB will complete a Rehabilitation of Offenders Act form (provided by the Council) detailing any unspent convictions
- 10.3 Ensure all candidates submitted to the Council have adequate proof of right to work in the UK and have had their documents checked prior to the start date of the Assignment.
 - 10.3.1 If a Temporary Agency Worker's right to work in the UK is limited in it's time threshold and/or status, the Contractor will maintain a record of the expiry date and proactively inform the Client when the expiry date is, 2 months or less in the future and ensure the supplying agency seeks renewal or the candidate is disengaged.
- 10.4 The Contractor shall obtain evidence to verify Candidates' qualifications and training and current Continuous Professional Development information (if a requirement of the role), including a valid driving licence (and category of driving licence). This should be carried out by obtaining copies of certificates and/or written confirmation from the relevant professional body. This evidence shall be provided to the Client in an electronic format at the short-listing stage.
- 10.5 The Contractor must gain authorisation prior to the Start Date (of the Temporary Agency Worker) from the Client's Contract Manager (or equivalent) in the event that a submitted Candidate has been previously made redundant, taken early retirement or been dismissed from the Council.
- 10.6 The Contractor shall operate a quantifiable tiering system (for example, a balanced scorecard) approach with Agencies. This tiering system will contain the following standards as a minimum:
 - 10.6.1 Quality of submitted CVs will represent between 15 and 20% of the scoring mechanism
 - 10.6.2 Level of complaints made by Temporary Agency Workers, Recruiting/Authorising Managers or Contract Managers regarding an Agency must be factored into the tiering system
 - 10.6.3 The Client reserves the right to move an Agency up or down the tiers at request of the designated Client's Contract Manager or equivalent
 - 10.6.4 Tiering system to be reviewed and information provided to the Client on a quarterly basis.
- 10.7 Relevant registration or membership must be sought for Assignments where required. E.g. GSCC or ISA or equivalent.
- 10.8 The Contractor will ensure Agencies that supply the Council and Clients will be affiliated with the Job Centre Plus, advertising vacancies in the Job Centres.
- 10.9 The Council expects the Contractor, to provide the Client with details of a proposed discount to be applied to the overall Margin (excluding Pay Rate, WTR and NI) of the individual Temporary Agency Worker to take affect on the

13th week of the individual Temporary Agency Worker's Assignment. Any discount applied must be at a rate the market can sustain, and how the discount is applied in terms of variables per category (if any) should be proposed in Method Statement 4 "Contract Management". The Contractor must show a commitment to producing efficiencies after a sustained period of 13 weeks in which a Temporary Agency Worker is Assigned.

- 10.9.1 It is expected that the Contractor shall acknowledge that the implementation of the Agency Worker's Directive will substantially limit opportunity for Temporary Agency Workers to remain in an Assignment for more than 13 consecutive weeks.

11. Pre-engagement Candidate Vetting

- 11.1 The Contractor shall have a robust clearance checking process. References supplied by families/personal friends will not be deemed as acceptable. The clearance procedure will include but not be limited to the following:

Temporary Agency Workers:

- Full employment history for all roles that require CRB and/or ISA (or equivalent) checks
- 3 year employment history for all other roles
- Proof of identity, right to work and eligibility to work in the UK
- All periods of self employment, unemployment and benefit claims to be verified with documentation from the candidate, on headed paper from the relevant government departments
- Roles requiring CRB clearance, a Rehabilitation of Offenders form will be completed by the candidate detailing any spent or unspent convictions
- Roles not requiring a CRB clearance, a Rehabilitation of Offenders form will be completed by the candidate detailing any unspent convictions
- Roles requiring CRB clearance in local authorities, 5 years references to be sought including at least one from the most recent employer
- If most recent employment covers 5 years (for CRB roles), a second reference is sought, either from previous employment or professional body
- Roles which do not require CRB certificates require 2 years references including at least one from the most recent employer
- If most recent employment covers 2 years (for non-CRB roles), a second reference is sought, either from previous employment or professional body
- Bearer references will not be accepted

- 11.2 The Contractor will ensure all Temporary Agency Workers within the Social Care provision will as a minimum, but not be limited to, having official photographic ID stating full name and date of birth accessible, along with CRB declaration and any relevant qualifications for the Recruiting/Authorising Manager to view electronically prior to the start date of Assignment, in line with the Council's safeguarding strategy.

- 11.2.1 This identification system may be developed in consultation with the Council to be expanded to the other job category provisions within the Service throughout the duration of the Contract

- 11.2.2 In the event that the Recruiting/Authorising Manager has not been provided with a copy of CRB declaration, GCSS registration, HPC registration and/or photo ID in the relevant job roles prior to the Start Date of the assignment, the Temporary Agency Worker will be cancelled from the Assignment or turned away
- 11.3 The Contractor will ensure all Temporary Agency Workers within the Manual provision will as a minimum, but not be limited to, having official photographic ID stating full name and date of birth accessible for the Recruiting/Authorising Manager to view electronically prior to the start date of Assignment
 - 11.3.1 For assignments that start immediately or the same day, the Temporary Agency Worker is required to arrive with their photographic ID and any relevant training/qualification certificates or Driving Licence upon arrival. Failure to provide the required document will result in the Temporary Agency Worker being cancelled or turned away.

12. Technology Provision

- 12.1 The Contractor shall ensure the following requirements in respect of Technology Provision are adhered to:
 - 12.1.1 To install and maintain required secure software (“the System”) to fully meet the requirements of this Specification
 - 12.1.2 The user interface implemented by the Contractor shall be web based, intuitive and simple to use. Furthermore, it shall be considerate and accessible to a diverse workforce including those with special needs
- 12.2 Provide on-site and/or web-based training to each Clients’ Recruiting/Authorising Managers, super-users such as Contract Managers and designated staff in the use of the software both at implementation and throughout the duration of the Contract. Should there be technological development, subsequent training shall be provided in a timely fashion to the affected users at no extra cost to the Council and/or Client/s.
- 12.3 Changes or upgrades to proprietary software to be version controlled and carried out in consultation and by agreement with the Council and Clients.
- 12.4 All costs relating to the installation, maintenance, updates and licensing of the System shall be met in full by the Contractor, irrespectively of request by the Council or Client/s.
- 12.5 Upon request, the Contractor shall provide training manuals in versions accessible to all potential users. In addition to provide revised manuals in respect of any updates to the System and/or process.
- 12.6 Access to the System shall be 24 hours per day, 7 days per week unless scheduled maintenance is being undertaken.
- 12.7 Scheduled maintenance and agreed upgrades shall be planned in conjunction with and by prior agreement with the Council and the Clients.
- 12.8 The System shall be protected by a daily back-up process with backup data maintained securely offsite and disaster recovery practices to enable the Service to be resumed within 48 hours in the event of a local disaster.
- 12.9 Each Client will own its own data and at completion of the Contract and each Call Off Contract the data will be transferred to the Council or the Client’s nominated party in the requested format of the Client or their nominated party,

respectively, at the Contractor's expense. The Client reserves the right to undertake an audit on data integrity.

- 12.10 The System shall keep an audit log detailing all transactions made throughout the duration of the entire Contract.
- 12.11 The System, as a minimum, shall facilitate the whole process workflow from the procurement of an Agency, the request and placement of a Temporary Agency Worker to completion and payment of the Assignment and shall include, but will not be limited to the following characteristics:

The ordering of Temporary Agency Workers:

- Fully automated release of Order to Agencies in the supply chain, in designated tiers according to KPIs
 - The authorisation of ordering Temporary Agency Workers (if required by the Client)
 - The authorisation of extending assignments, pay rate increases and Temporary Agency Workers that pass a threshold of 6 months
 - A function for justifications of orders (why a Temporary Agency Worker is needed) within the order process, and flexibility to specify each Client's (potentially) differing justifications
 - Provision and management of CVs (including the ability to specify how many CVs a Recruiting Manager wishes to receive)
 - Ability to shortlist
 - Arrangement of interviews
 - Arranging dates of commencement
 - Creating, submitting and authorising/rejecting electronic timesheets and ability to log multiple timesheet authorisers
 - Ability to systemically confirm viewing of essential documents by the Recruiting Manager prior to Start Date
 - A flagging or alerts system for expiring CRB/ISA (or equivalent) checks and/or Right to Work/Visas
 - Provision of feedback
 - Provision of real-time reporting on all aspects of the Service including (but not limited to) data required in the M.I. and Agency tiering information
 - Expenditure of a Temporary Agency Worker to date
 - Predicted expenditure to completion date
 - Online assistance
 - Facility for expenses within the timesheet
 - Provision of making online queries/complaints which are auditable
 - Ability to monitor and report on targets stated in the SLA
 - List of regular Job Titles and their standard Pay Rates available for viewing Online prior to placing an order
- 12.12 The Contractor will continually review the ability and scope of the system and develop its capability and workflow to reflect the changing needs of the Client

13. Customer Service

The Contractor shall ensure:

- 13.1 There is seven days per week; 24 hour access to the Contractor's UK based Queries or Operations Department.
- 13.2 A dedicated telephone number shall be provided to each Client to access the Queries or Operation Department (local rate to apply).
- 13.3 An appropriate account management provision to be implemented which fulfils the needs of the Contract for each Client. Where service standards are not being met, additional resource shall be provided at no additional cost until standards are met. Whether the account management provision is on or offsite will be agreed with each individual Client during implementation.
- 13.4 Provision of appropriate technology to undertake quarterly customer satisfaction surveys for Clients and their Recruiting and Authorising Managers.
- 13.5 Undertake Agency supplier surveys and provide feedback to the Client annually.
- 13.6 In some cases, Council officers may not have access to the internet and so an alternative off-line service needs to be operational at all times. Specifically, sites for street cleaning and waste will require an alternative off-line service effectively in operation considering particularly, the regular immediate requirement for Temporary Agency Workers in this service.
- 13.7 Discovery exercise (upon request) to be completed by the Contractor at no extra cost to the Client, to advise where cost savings can be made by bringing other categories into the Contract. The Clients are under no obligation to commit to the Contractor once the discovery exercise has been completed.
- 13.8 The Contractor shall operate a fully auditable Customer Satisfaction Procedure including an escalation process for complaints. This process should be detailed in Method Statement 4 (Table A – Annex C) "Customer Service" and agreed with the Council prior to Implementation.
- 13.9 A Complaints Log or Facility must be maintained by the Contractor and be available for viewing at any time by the Client.

14. Contract Management

- 14.1 The Contractor shall attend meetings at their own expense as and when required. As a minimum, the Contractor shall attend and ensure necessary preparation is made for the following meetings:
 - 14.1.1 Weekly meetings with all Clients or Contract Management Teams during the implementation stage of the Contract
 - 14.1.2 Quarterly reviews with Clients
 - 14.1.3 Annual review meetings
- 14.2 In the event of the Call-Off contract being accessed and a consortium being established, quarterly review meetings will be held at which the Council would require the Contractors presence. The agenda for these meetings will be pre-agreed with and chaired by the Council. From the Contractor's Contract Management aspect, the Council's Contract Manager, a senior manager directing the service from the Contractor and any other suitable representative with prior agreement shall be present.

- 14.3 The Contractor will organise six-monthly Agency forums, to which the Council or Client will be invited. Formal feedback from the events will be fed back with any resulting action plans within a fortnight of the event
- 14.4 There will be clear consultation (including implementation plan) and agreement with the Council regarding the on-boarding of new organisations (new Clients calling off this Contract) prior to their commencement.
- 14.5 The Contractor will carry out, at a minimum, 6 monthly market research and industry benchmarking to ensure the Council receives the best rates available.

15. Management Information

15.1 The Contractor shall provide the Council and each Client with Management Information, relevant to the Temporary Agency Workers in each Client's borough, in an electronic format such as an Excel file within 15 working days of each month for the previous month (as a minimum). Each Client will agree their own reporting suite but there will also be on-demand reporting. A quarterly summary of this information shall be provided in accordance with the financial year April to March. Generally, the monthly report will contain as a minimum but be not limited to the following, information:

- Agency Costs
- Agency names and locality
- Management Fee
- National Insurance
- Working Time Regulations
- PAYE and Ltd Pay Rates
- Overtime
- Expenses
- Job Title
- Job Category
- Performance against KPIs
- Complaints log and their outcomes
- Achieved savings (as defined by the difference in price of the Pay Rate (including WTR and NI)) + Supplier Rate of the current contract and the new Contract)
- Payment performance between each Client and Contractor, and Contractor and the Agencies
- Organisation Structure information
- Authorisation Manager of Temporary Agency Worker

15.2 Management Information (both at summary and detail level) shall be presented from various perspectives, including but not limited to:

15.2.1 Equalities analysis by:

- Age

- Disability
- Ethnicity
- Gender
- Sexual Orientation
- Disability
- Faith
- Temporary Agency Worker postcode/locality

15.2.2 Client analysis:

- Location of Assignment
- Hiring Managers details
- Directorate, departmental and team breakdown
- Cost code

15.2.3 Agency analysis:

- Workers by Agency
- SME breakdown
- Agency

15.2.4 Operational analysis:

- Assignments due to expire during next eight weeks
- Authorised pay-rate increases
- Reason for hire
- Unauthorised timesheets
- New assignments
- Assignments that have reached 12 weeks in duration

15.2.5 Worker analysis:

- Headcount
- Job Title
- Client Post Number (if required)
- Job Categories
- Starters and leavers
- FTE (full time equivalent) on standard and shift hours
- Length of service
- CRB status where required
- Registration/Accreditation certificate status where required

15.2.6 Financial analysis:

- Breakdown of full charge, including pay-rate, Agency Mark-up and achieved savings

- Invoicing issues
- Spend
- Expenses

16. Other Management Information

The Contractor shall also provide the following;

- 16.1 To all Clients, labour market information and undertake a review of Agency Costs and Pay Rates (as defined with Annex C - Pricing Methodology) on a six monthly basis, providing results at next Quarterly Business Review including any actions points to be delivered.
- 16.2 To any Client that has a current implementation plan, weekly reports on progress against implementation plan during the implementation stage with full exception reporting.
- 16.3 Full participation in the Electronic Knowledge Exchange (or similar) benchmarking project. The Electronic Knowledge Exchange will be one of the benchmarks used to ensure Agency Rates (as defined in Annex C - Pricing Structure), being obtained by the Contractor are competitive.
 - 16.3.1 The Electronic Knowledge Exchange is a London Borough of Havering lead project for Capital Ambition that delivers a system to enable the sharing of information between the London boroughs on the cost of engaging agency and temporary workers for particular types of roles. This Electronic Knowledge Exchange captures information via automatic downloads from managed services for participating London boroughs and can be used for benchmarking and trend gathering at local, sub-regional and regional levels
- 16.4 Six monthly supply chain audit Temporary Agency Worker files from Agencies and for the Client to be provided of the results (further details in 17. Audit).
- 16.5 Other Management Information by agreement between Parties.

17. Audit

- 17.1 The Contractor shall undertake at minimum, a six monthly audit of all Agencies supplying the Council and Clients for the provision of the Service. A full Audit Report will be provided to the relevant Client on completion of each Audit.
- 17.2 The Audit will ensure each Temporary Agency Worker's file, with each Agency will be compliant, as a minimum but not limited to, with the following standards:
 - Proof of right to work in the UK
 - Minimum amount of references (and years/job history) required under provision of Job Category (as detailed in 11. Pre-Engagement Candidate Vetting)
 - Copies of Identification
 - Validity of Driving Licence for relevant assignments
 - Copies of up-to-date CRB or ISA (or equivalent) checks held for relevant Social Care Assignments
 - Copies of qualifications and/or certificates
 - Equal Opportunities monitoring form

- References held to the standard set out in Clause 11.1
 - Professional memberships validated and copies on file
- 17.3 Agencies shall provide any candidate files for audit purposes at the request of the Client.
- 17.4 The Contractor shall provide a remedial process to non-compliant Agencies, with reasonable timescales for the Agency to rectify the area of concern.
- 17.5 The Contractor shall provide advice and ad-hoc support and training to Agencies who request assistance in ensuring compliance in standards listed in 17.2.
- 17.6 The Contractor shall work with the Client to define and implement a process for the suspension/termination or demotion of non-compliant Agencies.

Client Internal Audit

- 17.7 The Contractor shall give permission for the Client to hold an internal Audit investigation into the Contractors processes and systems. This will include but not be limited to inspections on documents, data and finances relevant to the provisions of the Service.

18. Invoices and Payment

The Contractor shall provide and adhere to the following;

- 18.1 Produce a consolidated invoice in an electronic, and if required, hard copy format on a frequency basis to be agreed with each Client (but with a period between one week and one month).
- 18.2 Timesheets shall not be auto-approved. All timesheets shall be authorised by a named approved Authorising Manager/s or by delegated authority approved by the Clients.
- 18.3 The Client reserves the right to withhold payment for disputed entries on invoices and will advise the Contractor in writing of any issues accordingly.
- 18.4 All invoices shall be supported by a detailed breakdown to include cost codes, purchase order number, job title, name of worker, Recruiting/Authorising Manager, directorate (team) and breakdown of cost.
- 18.5 For the avoidance of doubt, where overtime/out of hours payments are made at an enhanced rate the Contractor shall not increase the Margin in proportion to this but keep the Margin at the standard hourly rate.
- 18.6 The Contractor will provide updated pricing schedules for standard roles including changes to National Insurance and Working Time Regulations in line with changes in legislation giving a minimum of one months notice.

Provision of XML

- 18.7 The Contractor will develop, with advice and support from the Council but at it's own cost, an electronic interface which provides (monthly) consolidated invoices direct into the Council's SAP system. The file format will be XML in the first instance but the Contractor will make enhancements or modifications to the interface over time as and when changes to the Council's systems make such modification necessary. The Council will meet the cost of it's own testing and implementing the process of receipt of the electronic invoices providing a test file is made available to the Council within three months of the commencement date of the Call-Off Agreement. If a file is not made available

to the Council in this time frame or if it is provided but contains errors which prevent successful implementation, the Contractor will still be responsible for creating the interface file but will bear the total cost, including the Council's costs. In any event, the interface must work successfully and routinely within six months of the commencement date of the Call-Off Agreement. The Council will make available details of the interface data required to facilitate the integration of the invoice process into our finance systems.

- 18.7.1 During the development (up to three months) of the XML interface, consolidated invoices will be supplied in the form of a CSV file or other format to be agreed as stated in 18.1
- 18.7.2 This is an Enfield Council specific requirement and it shall be acknowledged that other Clients may have alternative payments terms as to this section 18.7

19. Risk Management

- 19.1 The Contractor shall have adequate procedures in place to manage risk and will include the following;
 - 19.1.1 A published disaster recovery and Contingency Plan covering all aspects of the Service to maintain continuity of service, to be reviewed every six months.
 - 19.1.2 A risk management protocol in place for the Contract to be reviewed at contract management meetings.
 - 19.1.3 A Risks Log must be maintained by the Contractor and be available for viewing at any time by the Client.

20. Personal Protective Equipment (PPE)

- 20.1 The Contractor will ensure the Agency shall issue Personal Protective Equipment ("P.P.E") for designated roles to ensure full compliance with legislation and Health and Safety guidelines. Additionally, any losses shall be replaced at no cost to the Client. Any roles that require P.P.E shall expect a Temporary Agency Worker to arrive for work appropriately dressed or they may be turned away.

21. Data Protection and Freedom of Information

- 21.1 The Contractor shall ensure full compliance with the Data Protection Act and have proper procedures in place in relation to archiving and data cleansing.
- 21.2 The Contractor shall provide all reasonable assistance to the Council to complete Freedom of Information Act requests.

22. Interviewing Temporary Agency Workers for Audit Investigation

- 22.1 The Contractor shall ensure all Temporary Agency Workers supplied to the Client give permission to share their details with the Client and the Contractor and may also be released to the National Fraud Register, and in the event of suspected fraudulent/criminal activity, the relevant law enforcement agencies will be contacted.

- 22.2 For audit and investigation purposes the Client may require access by provision of data to interview Temporary Agency Workers; this is to be facilitated by the Contractor when requested. This will include any audit/management investigation into irregularities or fraud in respect of the individual Temporary Agency Worker or within the area that the individual Temporary Agency Worker is/was working. The Contractor shall also supply copies of documentation on request from a Client, or, shall give access to its records, including, all computer records. Access shall be given both to internal audit staff of the Client as well as their external auditors.
- 22.3 The Contractor shall fully co-operate with the Council and/or Client in the course of any audit investigations.

23 Client Management

- 23.1 It is important the Service is manned adequately for the requirements of the Council and each Client. How each individual Client is manned shall be established during implementation of the Council's Contract, and subsequently each Call-Off Contract respectively, specifically with regards to on-site or off-site management. However, as a guide it would be expected that there would be at least a dedicated full time Account Manager for each £8 million worth of spend.
- 23.2 The Account Manager (or equivalent) will provide a service to the Council and Clients that meets or exceed pre-determined KPIs associated with service delivery. On a day-to-day basis the Account Manager (or equivalent) shall provide the following support as a minimum:
- 23.2.1 Professional recruitment support to the Client's Recruiting and Authorising Managers enabling services provided to attract and recruit appropriately skilled Temporary Agency Workers in accordance with role requirements, at an appropriate cost, up to senior management level and across local government specialisms
 - 23.2.2 Manage the relationship with the Client's Contract Manager (or equivalent), ensuring delivery of services in accordance with the Service Level Agreement
 - 23.2.3 Assist Client Contract Manager (or equivalent) in enforcing internal policy and reporting
 - 23.2.4 Develop strategies to support Recruiting Managers in finding specialist Temporary Agency Workers in hard-to-recruit Roles
 - 23.2.5 Ensure open purchase orders/requisitions are authorised and otherwise valid before commencing market approach.
 - 23.2.6 Proactively work with non-compliant Client Recruiting Managers to ensure the Service Level Agreements and associated metrics are met and adhered to.
 - 23.2.7 Actively manage the agreed supplying Agencies within the agreed tiering system or equivalent.
 - 23.2.8 Manage the relationship, to include day to day operations and advising on related strategic performance, accounts and resources.
- 23.3 In addition to the day-to-day operational service received, the Contractor shall also provide at minimum the following aspects of Client Management:

- 23.3.1 Proactively work with the Client teams to understand resourcing needs and to formulate plans and forecasts and provide specialist advice (including market conditions), particularly in hard-to-recruit Roles.
 - 23.3.2 Maintaining and building relationships with Agencies, negotiating reduced and preferential terms and conditions of contract for each Client.
 - 23.3.2.1 In the event of re-procuring the supply chain, the Client shall have ultimate authority over the final proposed rates and whether exceptions are acceptable.
 - 23.3.3 Continuously evaluate and subsequently track the relative increase in Client savings whilst maximising performance and quality.
 - 23.3.4 Manage ad-hoc project based work to benefit the delivery performance and continuous development of the Client account.
- 23.4 The operational set up shall be appropriate for each Client's requirements.
- 23.5 There should be at least one dedicated individual per Client, for the day to day running of the account, however, the Contractor will propose designation of operational responsibility of Service delivery in Method Statement 6 "Contract Management" (Table A, Annex D – Technical Questionnaire).
- 23.6 Notwithstanding 23.5, final operational set up for the delivery of the Service will be agreed at implementation with each individual Client.