



Government
Equalities Office

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Order Form Annex 5

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Equality Advisory and Support Service Specification

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SECTION 1: CONTEXT & BACKGROUND

1 INTRODUCTION

- 1.1 The Equality Advisory and Support Service (EASS) is a helpline for individuals in England, Scotland and Wales who may have been discriminated against or have a human rights issue. The EASS provides free information, advice and support to help people solve their problems informally.
- 1.2 The EASS was set up to be an advice centre, with a number of specific advantages over the EHRC helpline, including closer working partnerships with other organisations, integration between phone and web-based customer channels, better management information and capacity for at least limited pre-claim support.
- 1.3 The EASS has offered a good service and meets the criteria of its remit. Response to the service from stakeholders and customers is very positive (EASS's most recent Customer Satisfaction Survey showed 92% of around 400 customers were satisfied or very satisfied with the service).
- 1.4 The current service began in October 2012 and will run until 30 June 2016.
- 1.5 All terms used in this specification are defined in a glossary attached at [Appendix 11](#). We require all potential suppliers to comply with all relevant law having effect in the UK, in particular the Equality Act 2010 and the Human Rights Act 1998. We use the term "service provider" throughout this specification to refer the supplier which is appointed to deliver the Service, whether it be a limited company or the lead member of a consortium.
- 1.6 We are using the DWP Contact Centre Framework to procure the service.

2 CONTRACT DETAILS

- 2.1 The new contract will run for three years from its commencement date. The Authority will have the option to extend the contract for a further period of up to two years. The Authority may exercise the option by serving three months' notice on the service provider.

CONFLICT OF INTEREST

- 2.2 The service provider must advise GEO of any potential conflicts of interest which arise during the duration of the contract.

SUB-CONTRACTING

- 2.3 Where subcontractors are used to deliver services, GEO must be advised in writing of the dates when they will be used, and provided with a description of the activities they will undertake.
- 2.4 Sub-contracting any part of the contract shall not relieve the service provider of any of its obligations or duties under the contract and the service provider shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

EQUALITY OBLIGATIONS

- 2.5 The Authority is a public authority for the purposes of the Equality Act 2010 [the Act] and is subject to the public sector equality duty ("PSED") under s.149 of the Act. The service provider acknowledges that the services relate to public functions for the purposes of the Act. This specification has been developed bearing in mind the obligations of the service provider and of the Authority under the Act and the requirements set out in this specification should be interpreted in light of these obligations.
- 2.6 The service provider shall, in carrying out the services, ensure that the service provider and the Authority meet their respective obligations under the Act, including (but not limited to) the PSED.

PERFORMANCE MONITORING

- 2.7 During the life of the contract, GEO may commission an external independent evaluation on the efficiency and effectiveness of the service and on its compliance with its equality obligations under the Act. This will be in addition to the service provider's own internal monitoring and quality control. GEO wants to measure public value to demonstrate whether it can attribute economic value to the service. This might for example, result from preventing litigation and the associated costs. To enable this assessment, information on the outcome of cases must be recorded and made available in a consistent way.
- 2.8 Feedback from any exercise of this nature will be used both to assess the performance of the service provider and to develop and improve the quality and cost effectiveness of the service.

TRANSITION PLAN

- 2.9 A full transition plan for what is required during any hand-over between the current service provider and a new supplier is contained at Appendix 10. Prospective service providers must produce a high level project plan to cover the transition period.

3 STRATEGIC VISION FOR THE SERVICE

- 3.1 Although we have a strong strategic vision for the service, there are no preconceptions about how to deliver it. We want to encourage potential suppliers to think carefully about how best (through innovative business models) to achieve the strategic vision, subject to the requirements set out in this specification.
- 3.2 The key client for this service is someone who is the possible victim of discrimination. The service will also provide information and basic advice for potential victims of human rights breaches. The service needs to deliver information, bespoke advice and some generalist casework (basic pre-claim support) to such clients, or their representatives (e.g. their advocates).¹ This service is to be available to clients in Great Britain regardless of their financial means.

¹ Dealing with queries (via telephony) from employers and service providers is not within the scope of the service. However, the service's website will be available to all.

SECTION 2: TECHNICAL SPECIFICATION

4 A SERVICE FOR ENGLAND, SCOTLAND AND WALES

- 4.1 The service must cater for the needs of clients in England, Scotland and Wales. These needs may differ as major services such as health are devolved and Scotland has its own separate education and legal systems.
- 4.2 The landscape of organisations offering information, advice and support on discrimination varies greatly across each country within Great Britain. In Wales, for example, there has long been a dearth of established advice agencies with the gap being filled by small voluntary and community sector organisations. The following is a summary of the key ways in which the service must meet the needs of users in Scotland and Wales.

SCOTLAND

The service must be delivered with a full appreciation of the distinctive constitutional, legal, social and policy context in Scotland in order to provide appropriate information, advice and support for clients in Scotland.

The Scottish Parliament does not currently have equality law-making powers but the Scotland Act 1998 enables it to promote and encourage equal opportunities, including the meeting by public bodies of their legal obligations.

The service provider will however need to plan on the basis that the Scottish Parliament will be given competence over equal opportunities legislation for Scottish public bodies when the Scotland Bill becomes law later in 2016, with new Scottish legislation likely to follow as a result of this.

The service must be capable of providing advice and support on discrimination and, where appropriate, human rights issues. This will require a strong understanding of the different:

- legal, social and policy environment (for example court procedures are different in Scotland);
- public and third sector architecture (including voluntary and community based organisations and those organisations providing advocacy).

The service provider must build and maintain strategic relationships with relevant organisations and services within Scotland - e.g. Citizens Advice Scotland (CAS), ACAS Scotland and community and voluntary based organisations. The service

provider must develop specific knowledge of the Scottish discrimination, human rights and legal framework.

In Scotland, there is a separate Scottish Human Rights Commission (SHRC). Therefore, it will be important for the service provider to develop a strong strategic relationship with the SHRC as well as with the Equality and Human Rights Commission (EHRC) in Scotland.

Management information collected by the service provider relating to clients from Scotland, or incidents relating to Scottish organisations, will need to be shared with the EHRC in Scotland, in accordance with the requirements set out in [section 17](#) of the specification.

WALES

The service must be delivered with a full appreciation of the distinctive constitutional, legal, social and policy context in Wales, in order to provide appropriate information, advice and support for clients in Wales.

The National Assembly has direct law-making powers and successive Government of Wales Acts have placed a statutory duty on the Welsh Government to promote equality of opportunity for all. The Assembly's powers over equality and equal opportunities matters are likely to change as a result of the Wales Bill expected in the 2016/17 Parliamentary session, and the service provider will need to become familiar with those changes and any resulting Welsh legislation which results from them.

The service provider must comply with all legal requirements to make any information, advice and support it delivers fully accessible in both English and Welsh.

The service provider must build and maintain strategic relationships with relevant organisations and services within Wales. The service provider must develop specific knowledge of the Welsh discrimination, human rights and legal framework.

Management information collected by the service provider relating to clients from Wales, or incidents relating to Welsh organisations, will need to be shared with the EHRC in Wales, in accordance with the requirements set out in [section 17](#) of the specification.

AN ACCESSIBLE SERVICE

- 4.3 The service must be fully accessible to all people with disabilities. This includes people with: sensory and/or physical impairments, mental health conditions,

learning disabilities and those who have long term health conditions. This service must be fully accessible for those whose first language is not English (see section 20.5)

WORK-RELATED CONTACTS

- 4.4 ACAS offers formal conciliation services in respect of work-related discrimination issues. Therefore, where the client wishes to pursue formal conciliation services and the issue relates to work, the client should be referred to ACAS. The service provider can deal with all aspects of work-related enquiries leading up to formal conciliation and, in the event, that conciliation by ACAS does not resolve the matter, after the conciliation.
- 4.5 The service's advisors should not speak directly with employers for work-related discrimination cases.

WORKING WITH OTHER ORGANISATIONS IN THE FIELD

- 4.6 The service will need to add value to the existing provision of information, advice and support on discrimination and human rights issues. It must avoid unnecessary duplication and facilitate cooperation amongst the various organisations that are already involved in the provision of information, advice and support in relation to civil law issues.
- 4.7 We therefore require the service provider to develop strong strategic relationships with local, regional and national organisations that enable it to provide locally tailored support across the whole of Great Britain (see section 7 and 8).

MAIN FUNCTION

- 4.8 This service must:
- a. provide assistance with informal resolution
 - b. provide information on discrimination and human rights issues
 - c. give **bespoke advice** which applies the law in general terms to a client's specific circumstances but stops short of advising on the strength of a client's case, by explaining:
 - options for informal resolution
 - legal rights and remedies within discrimination (and equal pay) and human rights legislation
 - the relevant timescales within which any claim would need to be brought.

4.9 Where the issue has not been resolved informally, the service will:

- for work-related cases refer the client, with their agreement, to the ACAS early conciliation services. The point at which clients are referred would be the point at which some form of interaction with the employer or ex-employer is to be undertaken
- for non-work related cases (such as services, education or accommodation), refer the client, with their agreement, to mediation and conciliation services². We require the service provider to engage with providers delivering mediation and conciliation services relevant to the issue and to develop effective referral relationships

Take the action set out below when formal alternative dispute resolution (e.g. early conciliation) has not been successful or when time limits mean steps may need to take place at the same time as mediation and conciliation or when the client does not want to be referred for mediation or conciliation:

- give information about the procedures for taking forward court/tribunal proceedings
- give information about where to get legal advice from a qualified lawyer, from the relevant jurisdiction³, where appropriate

² HM Courts and Tribunals offers a free and confidential telephone mediation service for parties involved in defended small claims track cases. There are two routes to this service. The parties may agree to mediation via the Directions Questionnaire (form N180) that is filed by the parties after lodgement of the defence. Additionally the allocating judge may order mediation subsequent to reviewing the case papers. The key to a successful mediation is a general willingness of parties to work to an agreeable settlement; the parties engaged in the mediation process must be empowered to negotiate and all negotiations must be conducted in good faith. Settlement agreements will be fully enforceable through the courts, conditional on payment of the appropriate fee. Mediation appointments are confidential and generally last an hour; should the matter fail to settle at mediation it will then proceed to court, and the hearing fee will be due and payable.

In addition to the free service, HMCTS hosts a mediation referral service for all cases: <http://civilmediation.justice.gov.uk/>. While this service is not free, it offers a reduced fixed tariff based on the value of the claim, up to a value of £50,000. Details of mediation providers are also available from the National Mediation Helpline <http://www.nationalmediationhelpline.co.uk/>, Law Works <https://www.lawworks.org.uk/> can provide details of Mediators who will mediate for those where the parties cannot afford to pay. The Scottish Mediation Helpline provides a similar service in Scotland.

³ The jurisdiction is determined by the courts system in Great Britain and may be either that of England and Wales or Scotland. Where it is the most appropriate referral, we would require that clients from Wales are referred to a lawyer in Wales and clients from England to a lawyer in England.

- give information and advice about gaining funding for legal advice
- give information about sources of support and advice for litigants in person, such as Law Works, PSU etc
- having gained the consent of the client, refer potentially strategic cases to the EHRC for them to consider funding (refer to [Appendix 1](#) for an example of this)
 - recognise where an issue involves another specialist area outside of discrimination and/or human rights law, and refer the client to an appropriate source of advice on that aspect of the claim.

In some cases provide support to the client for pre-claim actions e.g.

- explaining and helping with completing forms
- advising how to complete appropriate court/tribunal forms
- taking a brief case-history and advising the client on what documentation to assemble.

- 4.10 The service provider must comply with the requirements of the Legal Services Act 2007. In particular (but without limitation) the service provider must not and shall not permit its employees to engage in legal activity or reserved legal activity.⁴

5 SCOPE OF THE SERVICE

- 5.1 For all clients we require the service to provide bespoke advice and generalist casework (which we have defined as basic pre-claim support).

ROLE OF ADVISORS

- 5.2 In the case of pre-claim support, the role of advisors is to support the client. However, advisors shall not provide advice or support which consists of:
- a. The provision of legal advice or assistance with the application of the law or with any form of resolution of legal disputes
 - b. The provision of representation in connection with any matter concerning the application of the law or with any form of resolution of legal disputes

⁴ 'Legal activity' has the meaning given in section 12 of the Legal Services Act 2007. 'Reserved legal activity' has the meaning given in section 12 of the Legal Services Act 2007.

- c. Any other activity which would constitute legal activity or reserved legal activity as those terms are defined in section 23 of the Legal Services Act 2007
- 5.3 The job of an advisor is to explain what the law is and how it applies to a client's case, thereby identifying whether there has been a potential breach of discrimination law or of the client's rights and, if so, advise clients on the options available to resolve the matter.
- 5.4 The advisor can help clients complete forms but they should not complete the form/process for the client or on the client's behalf. The advisor can advise the client on the meaning of any questions asked in tribunal forms and the types of documentation needed for the tribunal process (in line with the guidance on the tribunal process).
- 5.5 If, based on the evidence provided, the advisor is of the opinion that there has not been a breach of discrimination law or human rights they should advise the client of this.
- 5.6 It is the responsibility of the service provider to ensure that its advisors make clear to clients that they are not providing legal advice that would be provided by a qualified lawyer.
- 5.7 In non work-related claims, the advisor must explain the options for informal resolution⁵ to a client. This means supporting the client in being able to resolve the problem while it remains at the informal stage (which we are defining as being before a client prepares to lay a claim or engages in formal alternative dispute resolution). The various client journeys are outlined in Section 5 and illustrated in Appendix 1, which give more details about what successful informal resolution might look like. Broadly speaking, the service will be able to contact the other party directly to try and resolve the problem while it remains at the informal stage. If the advisor believes that formal alternative dispute resolution is required and the client consents, the client will be referred to a source of formal alternative dispute resolution.
- 5.8 For work-related discrimination problems, informal resolution is defined as supporting the client in completing any internal grievance procedures. At the point at which the next logical step would be intervention with the employer, the client (so long as they consent and the eligibility criteria are met) will be referred to ACAS early conciliation services who will be responsible for contacting the employer in question (i.e. formal alternative dispute resolution).

⁵ Informal resolution is defined as helping people to resolve their problems before they need to engage in formal alternative dispute resolution or before they begin the first stages of making a claim

- 5.9 Where the problem is not resolved informally or by formal alternative dispute resolution (including where the client either does not wish to pursue, does not consent to use or is not eligible for ACAS early conciliation services) the service will:
- help the client ascertain if they are eligible for civil legal aid (through use of the online calculator available on Gov.uk <http://civil-eligibility-calculator.justice.gov.uk/>) and if so refer them to the Civil Legal Advice line. The Civil Legal Advice line does not operate in Scotland so for clients in Scotland it will be necessary to refer them to the Scottish Legal Aid Board helpline or to its website – www.slab.org.uk, which also provides an online calculator
 - if they are not eligible for civil legal aid, refer them to a source of accessible legal advice
 - provide information about sources of advice and support for litigants in person, such as LawWorks, PSU, etc

ACCESSIBILITY

- 5.10 The service must be accessible via multiple channels, including but not limited to, telephone, email and internet. We require the service provider to use digital channels such as mobile apps, SMS, online chat and social media forums. The service provider must consider how to work digitally with referral partners. This might be through embedding information or simple tools in another organisation's website. Where a client can access and use digital communication⁶, all information (as opposed to bespoke advice) requests should be dealt with digitally. Basic, generic advice requests should also be dealt with digitally. However we expect that all complex enquiries⁷ would to be dealt with by advisors through telephony.
- 5.11 Where the service provider has reason to believe that a client may be unable to understand the advice being given over the phone - for example, because they have learning disabilities or mental health problems - the service provider must fund an independent lay advocate, as set out in [section 23](#) and [Appendix 2](#).

⁶ Digital channels are defined as referring to any correspondence via email, websites, SMS, online chat and social media forums.

⁷ Complex enquiries are defined as any enquiry that requires advice to be tailored to a client's specific circumstances.

AREAS NOT WITHIN THE SCOPE OF THE SERVICE

- 5.12 This service should not deal with issues outside its remit. Potential clients should be informed quickly if their enquiry has no locus in discrimination or human rights legislation.
- 5.13 Examples of activities that the service provider should not engage in are set out below - please note this list is illustrative and not exhaustive:
- a. providing advice that should only be provided by a qualified lawyer
 - b. representing the client when providing pre claim support (client journey 5)
 - c. advising on whether to bring a claim (except where protective proceedings are necessary)
 - d. advising on the strength of a case and what evidence is necessary to prove it
 - e. advising on or providing representation in court/tribunal proceedings once a claim is issued.

6 CLIENT JOURNEYS

- 6.1 Outlined below are the main types of client journey the service will need to cover. (Illustrative case study examples of client journeys are provided at [Appendix 1](#).) **Journey 1** is where a client contacts the service with a query that is outside the remit of the service (i.e. not relating to discrimination or human rights legislation). Journey 1 activity is currently estimated as 12-15% of total contacts. We require the service provider to put in place mechanisms to attempt to reduce the volume of Journey 1 calls to under 10% within two years of letting the contract.
- 6.2 **Journey 2** is where a client wants basic information about discrimination and/or human rights issues. This is currently estimated as 13% of total contacts. The majority of these types of contacts could be dealt with digitally, so we require the service provider to put in place mechanisms to attempt to reduce the volume of Journey 2 calls to under 10% within two years of letting the contract.
- 6.3 **Journey 3** is where a client raises a discrimination or human rights issue. An advisor will be required apply their knowledge of legislation to the specific instance that the client is describing. The client feels sufficiently capable and confident to be able to act on that advice. This may involve, for example, multiple calls over a period where the client is in need of bespoke advice during different

stages of the process, Journey 3 calls are estimated as currently representing 54% of total contacts.

- 6.4 **Journey 4** is where a client needs additional help and support to resolve an issue. It will typically be a more complex issue about discrimination that is suitable for informal resolution i.e. before laying a claim⁸ and/or has not yet been considered for formal alternative dispute resolution. Journey 4 calls are estimated as currently representing 15% of total contacts.
- 6.5 There is an important difference in how the service provider treats discrimination issues related to work and those about other areas. For work-related discrimination enquiries, at the point at which the next step is direct interaction with the employer, if the client is willing, the case should be referred to ACAS early conciliation services. For non work-related enquiries, advisors could directly contact the other party to identify whether and how the situation could be resolved without the need for further escalation.
- 6.6 **Journey 5** is a discrimination case where it is not possible for the problem to be resolved informally and the client does not wish to engage in formal alternative dispute resolution. Journey 5 calls are estimated as currently representing 2% of total contacts.
- 6.7 In such cases the service will:
 - i. help the client find out if they are eligible for civil legal aid (through assisting them to use the online civil legal aid eligibility calculator, where necessary). If they are, refer them to the Civil Legal Advice line or, in the instance of Scotland, to the Scottish Legal Aid Board helpline or to its website – www.slab.org.uk, which provides an online calculator
 - ii. if they are not eligible for civil legal aid, refer them to a source of accessible legal advice⁹ or
 - iii. if there is no accessible source of legal advice available, provide some basic pre-claim support to help the client to be able to represent themselves. This will only occur when a client wants or needs (due to a lack of accessible source of legal advice) to represent themselves.
- 6.8 Service requirements regarding journeys 3 & 4 are contained in SLA 16.

⁸ Unless the client is invoking protective proceedings

⁹ This is defined as legal advice that only a professionally qualified lawyer can provide or a caseworker working under the close supervision of a lawyer.

- 6.9 Journeys 3-5 reinforce the requirement for the service provider to develop strong strategic relationships with referral partners – see section 7.

7 REFERRAL PARTNERS

- 7.1 Evidence suggests that some clients may not call the service directly. Instead they might:
- approach a local community based organisation or someone (e.g. a GP or a care-worker) with whom they already have a strong bond of trust
 - speak with their union representatives if they are a member of a union
 - call a telephone helpline whose brand they know and trust (e.g. the Citizens Advice services Adviceline England or Adviceline Cymru, Citizens Advice Scotland, or ACAS)
 - approach other reputable organisations within the voluntary and community sector (e.g. an advocacy group).
- 7.2 The principal gateways into the service are:
- **Gateway 1:** Contacts encouraged by, or mediated through, referral partners
 - **Gateway 2:** Contacts by phone, through web searches and the service's digital channels.
- 7.3 While it is expected that most referral partners will simply advise the client to contact the service directly, some may wish to continue to be involved in the issue and ask the service for some bespoke advice specifically about a potential discrimination issue or human rights breach on behalf of the client.
- 7.4 Some examples of key organisations (partners) are set out below, although this is not a comprehensive list.
- EHRC
 - ACAS
 - ACAS also handles call for *Equality Direct*. This is a confidential equality advice service for small businesses
 - Advice Now
 - Advice UK (independent advice centres)
 - Age UK
 - Bar Pro Bono Unit
 - British Institute of Human Rights

- Citizens Advice/CABx
- Citizens Advice Scotland (CAS)
- Civil Legal Advice line (CLA)
- Community Legal Advice Centres
- Free Representation Unit
- Hate incident/hate crime reporting agencies
- Independent Advocacy groups
- Law centres (England and Scotland)
- Law works
- Law Works (Scotland)
- Liberty
- Local authorities
- Local community based groups
- Scottish Human Rights Commission
- Scottish Legal Aid Board
- Trade Unions

7.5 As set out in the Government's *Review of Information, Advice and Support on discrimination and human rights issues* (2011), there are national variations in the need for information, advice and support. For example, *Snakes and Ladders: Advice and Support for Employment Discrimination Cases in Wales* (2003)¹⁰ identified a high level of unmet need. One reason for this is that the Welsh labour market is characterised by a high number of small and medium sized enterprises where the mechanisms for supporting people with discrimination problems (e.g. trade union membership) are more likely to be lacking. In Scotland there are concentrations of advice centres providing face to face contacts centred around large urban areas such as Glasgow, Edinburgh, Dundee and Aberdeen. However, there are also many small towns and rural areas where there are fewer advice centres (for example Dumfries and Galloway, the Borders and the Highlands and Islands).

¹⁰ <http://www.equalityhumanrights.com/publication/snakes-and-ladders-advice-and-support-discrimination-cases-wales>

8 RELATIONSHIPS WITH REFERRAL PARTNERS

- 8.1 The service provider must make reasonable endeavours to develop effective strategic working relationships with referral partners on a local, regional and national basis across all of GB. The purpose of these relationships is to:
- a. ensure appropriate referrals of people who may have a problem or case that is in the main, or substantively, about a discrimination issue or a human rights breach
 - b. work collaboratively with these partners to resolve problems while they remain at the informal stage
 - c. enable the service provider to make referrals to sources of accessible legal advice
- 8.2 The service provider will be required to have the capability to provide feedback (such as statistics and also anonymised outcomes) so that partners can see what they have contributed to.
- 8.3 The service provider will need to establish effective strategic referral relationships with the ACAS, Civil Legal Advice, Citizens Advice and Citizens Advice Scotland helplines, and the Scottish Legal Aid Board. Therefore, we require the service provider to use its best endeavours to establish MOUs with each of those organisations and in agreement with GEO. Any MOU must be agreed by the relevant parties within three months of the commencement of the contract.
- 8.4 The service provider must also have strong strategic relationships with sources of accessible and appropriately qualified legal advice. Bodies such as the Law Society, the Law Society of Scotland and the Legal Services Commission run accreditation schemes which would help identify suitable sources of legal advice.

EXAMPLES OF INWARDS REFERRALS TO THE SERVICE

- 8.5 The CLA line could refer a client who has experienced a discrimination issue to the service. A flow chart of how this referral process might operate is set out in Appendix 3 Figure 1.
- 8.6 The ACAS helpline should also act as a source of referrals to the service. An illustration of how this should operate is set out in Appendix 3 Figure 3.

OUTWARDS REFERRALS FROM THE SERVICE TO OTHER NATIONAL HELPLINES

- 8.7 Where a problem cannot be resolved informally¹¹ and the client consents, the service provider should refer the matter on
- For work-related cases - to ACAS early conciliation services. Further information on referrals to ACAS is available at [Appendix 3](#)
 - For non work-related areas (such as services, education or accommodation) - to other specialist sources of formal pre-claim alternative dispute resolution.
- 8.8 If the client wishes to lay a claim rather than pursuing formal alternative dispute resolution, then next steps are as outlined below.
- Scenario 1 (for those eligible for civil legal aid). The service will help the client assess their eligibility for civil legal aid. For example, it will assist a client (where necessary) in completing the online civil legal aid calculator which is available on the Gov.uk website. A similar calculator is available on the Scottish Legal Aid Board's website. The service provider should engage with the CLA line, or SLAB in Scotland, to find the most effective ways of being able to refer clients to it who are eligible for civil legal aid. Ideally, this should avoid the client having to explain their case history again. Government has confirmed that civil legal aid in England and Wales will remain available for Equality Act 2010 claims to the extent that they are currently provided for. Legal aid is available in Scotland for Equality Act 2010 claims.
 - Scenario 2 (for those not eligible for civil legal aid). If the client does not consent to any form of alternative dispute resolution and is not eligible for civil legal aid then the client should be referred to an accessible source of legal advice.

ADDITIONAL CONSIDERATIONS DETERMINING REFERRALS

- 8.9 If, for example, a union representative or an advisor who is already supporting a client through formal legal proceedings (i.e. a claim has already been made) contacts the service for some specialist legal advice on discrimination issues, then the service should refer them to an accessible source of legal advice.

¹¹ If it is about work then "informally" is defined as being through discussion with the other party without resorting to dispute resolution, which may include an employer's internal grievance procedures

- 8.10 If discrimination is not the substantive or main issue within a claim, then. Where appropriate, the service provider must refer the client to a qualified lawyer or to other organisations that specialise in the relevant area of law e.g. education or housing. The service provider must therefore develop strong strategic relationships with sources of legal advice in such areas of specialism (see section 7.4).

9 RELATIONSHIP WITH THE EQUALITY AND HUMAN RIGHTS COMMISSION

- 9.1 The EHRC assists clients to bring cases where that case may be of strategic significance. Information about the EHRC's Strategic Litigation Policy can be found at: <http://www.equalityhumanrights.com/publication/strategic-litigation-policy>
- 9.2 The service provider must develop a strong strategic and operational relationship with the EHRC across GB. It is essential that relevant management information captured by the service is transferred to the EHRC to inform its statutory functions. It must be provided in a way, and at intervals, that is appropriate for these purposes. It is also crucial that this service provider is able to work with the EHRC to identify potentially "strategic" test cases which should be referred to the EHRC for it to consider whether to assist the client in legal proceedings or take other enforcement activity.
- 9.3 EHRC requires data and management information for the following purposes:
- To enable it to research and monitor patterns of discrimination and human rights contraventions
 - To inform its strategic enforcement activity
 - For specific enforcement activity
 - strategic cases
 - cases only EHRC can enforce
 - cases the EHRC may wish to take to challenge ongoing discriminatory policies or practices
 - Ad hoc information prompted by specific issues.
- 9.4 However, the service provider will not be required to interpret and analyse the data before providing it to the EHRC. This will be the EHRC's responsibility.
- 9.5 The service provider will also be required to work with the EHRC to create direct relationships with the EHRC teams working on strategic cases and strategic

enforcement. This should enable advisors on the service to seek the views of EHRC experts on, for example, whether a case might be a strategic one, ahead of any formal referral to the EHRC.

10 SERVICE REQUIREMENTS

- 10.1 There is an established number for the service and this must remain free for users whether they are calling from a landline or from a mobile phone. The actual call costs and telephone number purchase will need to be factored into any budget planning based on the total contract value over the three-year period. There will not be a separate budget issued by GEO to cover these costs.
- 10.2 The service provider shall ensure that the following technical requirements for this service are met:
 - a. a service which is available to clients across Great Britain, whose advisers are fully aware of the distinct differences in the legislative, social and policy context between England, Scotland and Wales, and can offer information, bespoke advice and some basic pre-claim support, based on the client's particular circumstances
 - b. a service which delivers information advice and support through a number of communication channels, predominantly inbound phone (including text phone), email, digital, outbound calling, paper correspondence and faxes, as a minimum. The service provider must continue to support access by, and provision of information through, social media including, as a minimum, web chat, Facebook, Twitter, YouTube, text/SMS
 - c. information provision which ensures effective use of accessible tools, calculators, interactive guides and decision trees/logic flows, rather than monochrome content, to ensure that complex topics can be presented in a compelling and understandable manner to a diverse audience group
 - d. a digital solution which can (a) manage journey 1 and journey 2 contacts, (b) support other journeys and (c) link up with the digital channels of other providers of relevant services already available (e.g. ACAS, Citizens Advice/Citizens Advice Scotland, EHRC etc)
 - e. a Customer Relationship Management (CRM) system which stores details of all contact the service provider has with a client and allows advisors to access that information through a single onscreen view. Any solution will need to be flexible so it can be expanded and have functionality added if required

- f. a database which holds integrated legacy and contact details
 - g. a reporting system that can be used for the generation and supply of management information and transfer of data/reporting information to the GEO, the EHRC and, where appropriate, other partners (see section 16)
 - h. a flexible service design which will allow the provider to respond to changes in contact volume
 - i. a referrals database which facilitates links with referral partners, including first points of contact. This will allow advisors to be able to make referrals to local organisations which may be able to offer additional help and assistance
 - j. the solution must have Automatic Call Distribution (ACD) to allow calls to be presented to different advisors as required
 - k. a knowledge bank that will hold details of national, regional and local support (referral partners, first points of contact and those with whom the service provider will need to work to achieve informal resolution to problems wherever possible). The knowledge bank also needs to include up to date information about the law across England, Wales and Scotland.
- 10.3 The service provider must meet the standards set out in the Helpline Partnership Quality Standard which can be found at www.helplines.org.uk/content/helplines-standard.
- 10.4 The service provider must have in place a written disaster recovery plan and back-up solutions to ensure continuity of contact in the event of problems.
- 10.5 The service provider should engage in a continuous improvement process¹², as part of its ongoing efforts to improve service delivery.

COMPLAINTS PROCEDURE

- 10.6 The service must have a complaints procedure in place, and publish that procedure on its website. The complaints procedure must be agreed with GEO prior to commencement of contract. See also KPI 5 for reporting mechanisms.

¹² **Continuous improvement process (CIP or CI)** is an ongoing effort to improve products, services, or processes. These efforts can seek "incremental" improvement over time or "breakthrough" improvement all at once. Delivery (Client valued) processes are constantly evaluated and improved in the light of their efficiency, effectiveness and flexibility.

11 DEMAND MANAGEMENT

- 11.1 The service will offer a mix of contact handling methods. The service provider's solution must be flexible and have capacity for both dedicated and bureau support solutions. Bureau is a reference to a function which is dedicated to overflow only. We believe that a bureau function may be able to assist during busy times by taking basic details from people and offering call-backs at suitable times for them. In this way it is possible to even out the call distribution process and also provide people with information when it best suits them. For example, if a client calls during a lunch break at work and is unable to talk freely or at any length then we should offer a call-back at an alternative time that is convenient for them.
- 11.2 The service has a limited budget, so the service provider must have mechanisms in place to monitor and measure demand and ascertain what has caused any peaks or troughs. The service provider must then implement appropriate changes to the service, in agreement with GEO, which either:
- a. increase advisors to meet demand, and/or
 - b. put alternative automated or bureau solutions in place to meet additional and specific demand, and/or
 - c. (only if absolutely necessary) choose to restrict call flow by stating in an up-front message that all advisors are busy and encourage people to re-contact the service or refer to the website.
- 11.3 GEO will accept no liability beyond the maximum price(s) agreed (within the Contract) for the duration of the Contract period, unless a change in price is mutually agreed by GEO in writing. For the duration of the proposed Contract period, if the value of the services received is less than the maximum price stated within the contract, GEO will only make payment for the actual services received based on the variable costing model. It will therefore be the responsibility of the Contractor to keep full records of actual services and to notify GEO if there is a possibility that the maximum price could be exceeded. In the event that this takes place, GEO will reserve the right to reduce the services and/or renegotiate the price.

12 TECHNOLOGY

- 12.1 The service must be built upon a proven, robust, technology base that can be used by advisors to assist them in the delivery of information, advice and support

on complex problems which will be received through a range of channels, as defined in [section 21](#).

- 12.2 The technology solution must utilise open standard and open source software at minimal cost.
- 12.3 It is important that clients are able to contact the service a number of times, through different channels. Advisors must be able to recognise and help a client across multiple channels of contact and see their notes about each of the previous contacts on a centralised system.

DATA SECURITY & TRANSFER PROTOCOLS

- 12.4 The service provider must be fully compliant with the Departmental Data Security Standards (see Document 5 of the ITT). This includes, but is not limited to the following:
- The system must be capable of processing information with a security classification of OFFICIAL (including OFFICIAL-SENSITIVE) of the Government Security Classifications Scheme, and must provide security controls capable of mitigating risks associated with this level.
 - The service provider must comply with Cyber Essentials requirements and be able to demonstrate or achieve Cyber Essential Plus certification.
 - The service provider must deliver services that are compliant with HMG Security Policy Framework in conjunction with CESG Information Assurance Policy Portfolio.
- 12.5 The contact or response-based elements described in the following sections must be available and together form the overall multichannel solution.
- 12.6 The service provider must be fully compliant with the Departmental Data Security standards (see Document 5 of the ITT). This includes, but is not limited to the following:
- The service provider must demonstrate compliance with all applicable regulatory requirements, including but not limited to the Data Protection Act 1998.
 - The service provider must develop, implement, operate, maintain and continuously improve an Information Security Management System (ISMS). The ISMS should be tested and certified against the ISO 27001. See Attachment 2 of the ITT for further details.
 - Any electronic transfer methods across public space or cyberspace, including third party provider networks must be protected via encryption which has been certified to a minimum of FIPS 140-2 standard or a similar method

approved by the Department prior to being used for the transfer of any Departmental Data.

- 12.7 Data will need to be transferred securely and on a regular basis to the EHRC as it will be using the data to inform its research and strategic enforcement activity. [Section 17](#) provides further details.
- 12.8 For the purposes of this contract, GEO/Department for Education will be the data controller and will enter into an agreement with the contractor for it to process the information.

13 CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM

- 13.1 The service provider must provide a central CRM system which can perform the following functions:
- a. create and maintain a single customer record for each client. Each client should have a unique identifier
 - b. provide a scalable and flexible solution to allow for changes to the CRM system, in terms of data capture and functionality
 - c. comply with all relevant data protection and Government information security requirements to OFFICIAL level. (This is detailed in Attachment 2 of the ITT 'Departmental Security Standards'.
 - d. allow system changes at minimal cost
 - e. be capable of providing regular specified and ad-hoc management reports
 - f. ensure reporting is compatible with standard computer systems (such as standard MS packages, Word, Excel, etc)
 - g. support export of data in standard formats (e.g. CSV, XLS)
 - h. provide a database of contacts
 - i. have the capability to record and store all contacts for a predetermined period of time in compliance with its legal obligations.
 - j. integrate with the knowledge bank to enable advisors to access information quickly in order to provide effective advice and support to clients.
- 13.2 The service provider will need to work with GEO to define the exact data capture field requirements during set-up. See Appendix 5 for an illustrative list of the minimum data fields that would need to be recorded.
- 13.3 Following commencement of the contract, the service provider and GEO will agree a template for data capture which be substantially based on the template set out in [Appendix 6](#).

- 13.4 People can re-contact the service a number of times if they have ongoing problems, through multiple channels. The CRM system must be able to record information that has been given to advisors by clients during each contact. That information must be capable of being re-called by advisors if the client contacts the service again. Information must be capable of being extracted and presented to the clients or advocates as part of ongoing casework.
- 13.5 Final outcomes/results of interactions and advice/support given needs to be recorded against each client's records. This is particularly important for client journeys 4 and 5.
- 13.6 The service provider will need to migrate the existing EASS database into its CRM system. The EASS currently has over 161,000 records. The service provider will need to work with the current service provider to identify which cases to migrate and which cases should be erased. Data transfer must be compliant with the requirements set out in the Data Protection Act 1998 (DPA) and Government standards for OFFICIAL Data.

14 KNOWLEDGE BANK

- 14.1 The service provider will be responsible for the creation, ongoing development, management and maintenance of a full knowledge bank function which:
 - a. contains information on the whole spectrum of discrimination and human rights issues (legal, social and policy) covering all of the three nations
 - b. is used to supplement advisor training and also contains information relevant to ongoing training and development
 - c. contains contact details of organisations that will act as referral partners and organisations that the service provider will need to work with, across all of the three nations
 - d. is fully up to date, accurate and, where appropriate, aligned with information from the EHRC website and other relevant websites. The service provider is ultimately responsible for the veracity and accuracy of information on its website
 - e. supports the development and management of frequently ask questions
 - f. has a dedicated owner(s) who is/are responsible for the content.
- 14.2 The service provider will be required to update the information contained within the knowledge bank on an ongoing basis as both the law and the landscape of organisations providing information, advice and support on civil law justiciable cause changes.

- 14.3 The service provider must ensure that all information in the knowledge bank is checked by legal experts to ensure its accuracy.
- 14.4 All data collected and held is the property of GEO and must be held under OFFICIAL level government standards and in accordance with requirements under the DPA.

15 EASS WEBSITE

- 15.1 The service provider will need to continue to manage and maintain the current website. The information which is accessible digitally should be sufficient to deal with client journeys 1 and 2, so over time the majority of these types of contacts can be managed online.
- 15.2 The service provider must take into consideration the Government Digital Strategy <https://www.gov.uk/government/publications/government-digital-strategy> when making any changes or enhancements to the website. The digital function must be produced using open standards architecture and transferable intellectual property and content.
- 15.3 The information created must be able to be syndicated to other interested parties and back into government if required. If tools, calculators and interactive elements are created, these must be designed in such a way that referral partners can reuse them on their own digital services to provide potential clients with easier access to this service.
- 15.4 The material on the website should, where possible, be syndicated from elsewhere. For example, it could use the quick start guides developed by GEO on the Equality Act 2010, or information and guidance produced by the EHRC. This could include information on the types of cases that the EHRC will, and will not, fund legal assistance for. It could also use information and guidance produced by the voluntary and community sector, as well as maintaining a link to information found on Gov.uk (such as the online civil legal aid calculator). The website should also include syndicated material or else signpost the user to information on human rights that might be useful to clients or to public authorities.
- 15.5 The service provider will be responsible for the accuracy of information on the website, and must keep records of when information is updated.
- 15.6 The service's website needs to be fully accessible and comply with any applicable legislation relating to the provision of services in Welsh. It will need to have geographically specific content where appropriate, for example to reflect the different arrangements for delivering and regulating public services in Scotland,

Wales and England. The website should provide information on how people who are deaf/ have hearing impairments, can contact the service.

16 MANAGEMENT INFORMATION

- 16.1 The service provider must collect and present data in a way that it can be used by other organisations as part of their reporting objectives. This is not just limited to reporting on call handling, but also includes intelligence about what types of calls are coming through, their frequency and the demographics of clients who are using the service. This information must be supplied to Government, the EHRC and other referral partners.
- 16.2 Below are examples of management information reports which will be requested. The exact level of management information required will be established during the set-up phase in consultation with GEO. The type of reports required will centre on service efficiency, client satisfaction, client outcomes and management information.
- 16.3 Management information must be provided through regular, pre-scheduled monitoring reports (weekly/monthly) which will include the following:
- a. the number of calls/emails received
 - b. nature of enquiry
 - c. client journey
 - d. the source of the referral
 - e. the protected characteristics of the clients
 - f. total outbound calls made
 - g. sector
 - h. key issues faced by the caller
 - i. outcome of enquiry
 - j. geographical area (country and county)
- 16.4 Other reports, as determined in agreement with GEO, will be required containing, for instance, any or all of the following:
- a. total calls, % of calls answered, call duration, etc
 - b. quality of service as measured through client satisfaction
 - c. the number of referrals in and out of the service to / from partners.
- 16.5 The response to requests for ad hoc reports must be processed within a specific time period agreed by GEO and the service provider. This time period is dependent on the complexity of the report required but could range from a few hours to several days.

- 16.6 Following the commencement of the contract, the service provider and GEO will agree a template for data capture which will be substantially based on the template set out in [Appendix 6](#).

17 MOU WITH THE EQUALITY AND HUMAN RIGHTS COMMISSION

INFORMATION PROVISION

- 17.1 The service provider will be required to enter into a MoU with the EHRC setting out precisely what data and management information will be provided, and within what timescales, including arrangements for the production of any ad hoc reports that become necessary. The MoU must also be agreed with GEO. The MOU will need to be agreed by all parties before commencement of the contract. Compliance with the MOU will form part of the KPI performance criteria. The EHRC will inform the service provider of its priorities from time to time.
- 17.2 The response to requests for ad hoc reports must be processed within a specific time period agreed by the EHRC and the service provider. This time period is dependent on the complexity of the report required but could range from a few hours to several days.
- 17.3 As an illustrative guide to what will be required, some of the fields of data the service provider must collect and submit are set out in [Appendix 6](#). The service provider must also be able to provide straightforward management information that can be collated from its data management system (e.g. how many disability related calls were received in the previous month; how many of the last quarter's calls were about the same employer or body etc).
- 17.4 As part of the MoU, the service provider and the EHRC will need to agree a common coding for the data fields and the format in which the data will be transferred to the EHRC.
- 17.5 It is anticipated that most data will be transferred in an aggregated form and that it will not be necessary to transfer data that would identify a client. In addition, the exemption in the DPA for research and statistical information is likely to apply to data and management information where it is transferred to inform EHRC research and monitoring functions. Where data transferred to EHRC constitutes or may constitute personal data, the service provider will be required to comply with any conditions imposed by the DPA in processing that data. In particular, this information will not be useable to take specific enforcement action except as permitted under the DPA.

- 17.6 The EHRC will sometimes engage in activity (for example Calls for Evidence to support inquiries and investigations), that may increase the number of referrals to the service.

SPECIFIC ENFORCEMENT FUNCTIONS

Enforcement (i) – assistance with strategic cases

- 17.7 The service provider must refer cases which might be of strategic significance to the EHRC so that the EHRC can consider whether it should support them. The EHRC may have different strategic priorities in England, Wales and Scotland, and there will need to be flexibility for the EHRC to change its strategic priorities according to need throughout the three-year period of the contract. The EHRC will provide information (which may change from time to time) to enable the service provider to identify such cases.
- 17.8 The MoU between the service provider and the EHRC will set out the features of cases which should be referred, and the referral mechanisms. The service provider will update this information as the criteria change at a frequency agreed with the EHRC in the MoU. To support the above process, the service provider will put on its website the criteria that the EHRC is using to determine what is or is not a strategic test case
- 17.9 These referral arrangements must comply with the DPA. Formal referrals to EHRC must only be made with the consent of the client.
- 17.10 Professional advisors (for example union representatives) who have identified potentially strategic cases will continue to be able to contact the EHRC directly.

Enforcement (ii) – unlawful acts which only the EHRC can enforce

- 17.11 Enforcement action in relation to certain conduct prohibited by the Equality Act 2010 can only be carried out by the EHRC. Such conduct includes:
- a. the use of pre-disability and health questionnaires without justification
 - b. advertisements which indicate an intention to discriminate where no one comes forward to make a claim
 - c. complaints regarding 'instructing', 'causing' or 'inducing' discrimination where no one comes forward to make a claim.
- 17.12 The service provider must refer any such cases to the EHRC so that it can consider whether it should use its enforcement powers. The EHRC will provide information about how to identify these contraventions of the Equality Act 2010. The referral mechanisms to be used in such cases will be set out in the MoU between the service provider and the EHRC.

- 17.13 These referral arrangements must comply with the DPA. Formal referral to EHRC must only be made with the consent of the client.

Enforcement (iii) – cases the EHRC takes in order to challenge ongoing discriminatory policies or practices

ADDITIONAL INFORMATION

- 17.14 There may be occasional need to agree additional data fields or management information in response to specific issues that arise. The MoU will set out the mechanisms by which data fields and management information should be agreed. Any such requests will not unreasonably add to the volume or complexity of the data to be collected.

18 STAFFING

RESOURCE MANAGEMENT

- 18.1 The service provider must ensure that there are appropriate administrative and supervisor staffing levels to meet the contract requirements deliver an efficient and flexible advisor resource.
- 18.2 There are a number of employees working for the current service provider who would potentially be within scope of TUPE (see Appendix 7). Bidders should carefully consider how they would manage the TUPE process.
- 18.3 Where possible, GEO and the EHRC will inform the service provider of any impending press releases, announcements or potential marketing activity which may result in an increase in the number of contacts to the service. In this context, the provider needs to be aware that GEO is likely to undertake some publicity and awareness-raising work about the service during 2016.
- 18.4 The provider must ensure that there is sufficient resource to promote the EASS to referral partners, advice sector organisations and members of the public. This promotional activity could include, proactively engaging with equality organisations, continuing the established newsletter and utilising the reach of social media.
- 18.5 The service provider must ensure that premises and equipment used as part of fulfilling the contract are fully accessible for members of staff with disabilities.
- 18.6 The service is likely to have a significant number of calls from those defined as vulnerable adults under the Safeguarding Vulnerable Groups Act 2006 as this definition includes people with any kind of disability. The service provider must consider whether any part of the service or any activities undertaken by its employees fall within the scope of this Act. It must ensure that all its advisors, and

any other staff who may come into contact with members of the public, pass a Disclosure and Barring Service (DBS) check. All legal requirements for any such checks must be fulfilled. More information about DBS checks can be found at: <https://www.gov.uk/disclosure-barring-service-check/contact-disclosure-and-barring-service>.

RECRUITMENT AND TRAINING

- 18.7 The staff who deliver the service are key to its effectiveness. The service provider will need to consider the types of advisors and other staff who would be most appropriate for this contract. Reasonable steps must be taken to ensure that the diversity of the service staff reflect the diversity of the clients. It takes approximately 2-3 months to train an advisor who has no previous experience on discrimination and human rights issues.
- 18.8 The service provider must ensure that its advisors are trained to a sufficient level to be able to give accurate and up-to-date advice on each of the following:
- a. discrimination and human rights legislation and relevant case law
 - b. how discrimination and human rights law applies to different aspects of life, including work, services, education, premises etc
 - c. the law in different areas of GB, with some advisors dedicated to understanding the legal, social and political context within Scotland and Wales
 - d. advising different client groups such as people under 25.
- 18.9 Advisors must be sufficiently well trained to:
- a. provide bespoke advice which applies the law in general terms to a client's specific circumstances, taking into account the jurisdiction in which they live, but stops short of advising on a client's prospects of success or the merits of their case.
 - b. proactively assist a client in resolving their problems while they remain at the informal stage. The client journeys set out at [Appendix 1](#) provide further details of the nature of this support and the different processes the service provider will need to follow for work-related cases and those about other areas such as services, education or accommodation¹³.

¹³ "Premises" in the Equality Act 2010

- c. provide (only in certain circumstances) help for clients in representing themselves by providing some basic pre-claim support. Examples¹⁴ of pre-claim work include:

- explaining and helping with any paperwork¹⁵
- advising how to complete tribunal forms
- taking a brief case history and advising the client on what types of documentation to assemble.

18.10 The service provider must ensure that all staff are fully trained on, made aware of and comply with the service provider's obligations under the DPA and the contract with respect to the processing of personal data and sensitive personal data.

18.11 The service provider will be required to put in place an internal quality monitoring process for all advisors.

FUNCTIONS THAT STAFF WILL NEED TO PERFORM IN THE SERVICE

18.12 Please note that the below descriptions are purely illustrative and not comprehensive.

- **Service Management.** The service provider will need to establish a skilled senior management team. It is expected that the service provider will involve the core service management team at set-up stage so that they understand the service requirements and can be proactive in developing the detailed service design. The management team will have overall responsibility for the delivery of the service. They will be accountable to the GEO for any problems or complaints about the delivery of the service.
- **Strategic relationships development and management.** This includes having responsibility for developing strategic relationships and referral protocols with partners. Staff will also need to develop a constructive and flexible relationship with the EHRC, at both strategic and operational level.
- **Knowledge and intelligence management.** This includes imparting information about discrimination and human rights legislation and providing

¹⁴ This is illustrative and not an exhaustive list

¹⁵ For example, in respect of work-related discrimination, ACAS guidance includes a six-step process for individuals asking questions and a three-step process for employers to follow when responding. There is no direct penalty for failure to comply with the guidance, but any failure to respond or evasive replies to questions can still be taken into account by tribunals in possible hearing.

advice and support on the legal framework and landscape. The service provider is responsible for managing the knowledge base content.

- **Provision of high quality advice and support.** Responsibility for managing day to day contacts received by the service through all communication channels.

18.13 Where a caller is abusive from the outset or becomes abusive during a call, the advisor should attempt to record caller identifying details if they have not already been obtained. The advisor may terminate the call at their discretion and should advise their team manager to listen to the tape recording of the call to consider any further action. An abusive caller's telephone number may be barred at the team manager's discretion. The service provider must have a policy to cover this situation.

18.14 Some callers may be in a distressed state. The service provider will ensure that advisors are trained in procedures to handle distressed callers and emergencies. GEO will agree such procedures with the service provider in advance.

18.15 We do not anticipate many calls directly from minors. When such calls are received, they will need to be dealt with sensitively and the service will need to put in place a protocol for handling them, remembering that children of 12 and above in Scotland are presumed to have the right to take legal action themselves. It is a legal requirement for all agencies that provide services to people under the age of 18 to have a child protection policy.

18.16 Where the service provider refers a client to a source of qualified legal advice, the service provider must be satisfied that the legal adviser has the appropriate level of knowledge and expertise as well as offering appropriate standards of service. The Law Society, the Law Society of Scotland, the Legal Services Commission and others run accreditation schemes which should help the service identify suitable sources of legal advice.

19 OPENING HOURS

19.1 The minimum opening hours will be:

- 9am - 7pm Monday – Friday
- 10am – 2pm Saturday
- Closed: Sundays and Bank Holidays

- 19.2 The service provider must monitor the demand patterns (on different days and at different times within the day) for advice and support from the service and use those patterns to inform its ongoing resource management and provision of service. The objective would be to provide the best possible service, accessible to the greatest number of clients in need of the service, within the budget allocated.

20 ACCESSIBILITY OF THE SERVICE TO CLIENTS

- 20.1 The service must offer a full range of accessible options and the service provider will have a legal duty to make reasonable adjustments to service provision in accordance with the Equality Act 2010. We would expect the service provider to engage with, for example, people with a range of disabilities, when designing its systems, to ensure that they are accessible.
- 20.2 Telephone, email and digital functions must be used to provide an accessible service for all clients for all of the client journeys.
- 20.3 The service provider must provide a minicom/textphone service to ensure full accessibility. The telephony system should also support Caller Line Identification and have an upfront Integrated Voice Recognition (IVR) system in order to signpost people to other services before they speak to an advisor if appropriate. The service provider will need to develop a suitable IVR solution to refer contacts to the appropriate body. This may be based on automated live transfers or signposting. Potential suppliers are required to include costs, and a suggested solution for how these could be used.
- 20.4 All services need to be fully inclusive for everybody, therefore as a minimum:
- a text phone service must be provided
 - the service must comply with Government's Accessibility Standard for accessible web content which can be found at: <https://www.gov.uk/service-manual/user-centred-design/accessibility.html>

ADVICE IN OTHER LANGUAGES

- 20.5 We require this service to be able to receive enquiries and provide information, advice and support in:
- British Sign Language¹⁶

¹⁶ Provision of a British Sign Language Helpline should be via at least one of the following means:

- A webcam service with clients communicating directly with advisers who use BSL or;

- b. a wide range of different languages, including those listed in Appendix 4. The service should be able to provide support, either through advisers communicating in the appropriate language or through using an interpreting service
- c. Welsh Language through dedicated agents
- d. easy to understand words for people with learning disabilities, for example by using Easy Read formats.

20.6 The EASS receives approximately:

- between 50 - 100 contacts per annum from clients seeking information/ advice in the Welsh language;
- between 50 - 100 contacts per annum from clients seeking information/ advice in languages other than English or Welsh.

21 CONTACT VOLUMES

21.1 The service must be designed to manage the following volume and type of contacts per year. This is based on a variable costing model. These figures derive from 2015 contacts (with a 20% uplift based on January 2016 data) with the current EASS helpline.

CALLS

21.2 The majority of contacts are received by phone.

	Av Duration Min inc. wrap time ¹⁷	Predicted Calls
Client Journey 1	5	4000
Client Journey 2	5	2000
Client Journey 3	25	19500
Client Journey 4	33	7000
Client Journey 5	26	1000

- A webcam service using a qualified BSL-English interpreter who will relay the client's concerns to an adviser and then relay information and advice back to the client from the adviser.

¹⁷ Wrap time is activity directly related to dealing with a client's problem/case. It does not include other non-case related activity such as staff breaks or general training and development.

EMAIL

- 21.3 E-mail handling will be a critical requirement of the service and the service provider will need to set up, deliver and manage an email function (with a link domain name).

	Av Duration Min	Predicted Emails
Client Journey 1	10	1000
Client Journey 2	10	750
Client Journey 3	20	5200
Client Journey 4	45	1000
Client Journey 5	45	250

LETTERS

- 21.4 Whilst volumes are lower, there is still a requirement to manage and handle enquiries which have come via written correspondence. The service provider must have the ability to scan and append any white mail (post) to a client record within the CRM.

	Av Duration Min	Predicted Letters
Client Journey 1	105	50
Client Journey 2	10	50
Client Journey 3	20	250
Client Journey 4	45	100
Client Journey 5	45	50

SOCIAL MEDIA

- 21.5 Social media and contact through digital channels is a critical requirement and a growing part of the service and the service provider will need to set up, deliver and manage contacts through all social media channels but as a minimum through Twitter, Facebook, Youtube and the EASS website portal.

- 21.6 Predicted volumes for 2016 are again based on 2015 figures and are not broken down into journeys:-

	Av Duration Min Per contact	Predicted Enquiries
Facebook Direct Messages	10	120
Twitter contacts	5	825

- 21.7 Anyone contacting EASS via twitter or Facebook is directed to the conventional channels if they require complex advice. Since the service began, these channels have predominantly been used to raise awareness of EASS.

22 CONTACTING THE SERVICE

TELEPHONE

- 22.1 This is the primary method for contact. The service provider must be able to handle all calls that the service receives, irrespective of volume.
- 22.2 Outside of opening hours, or during busy periods, telephone contacts must still be managed with automated or alternative answer services for clients not able to get through to an advisor. If the client requires information or very basic advice, the ACD should signpost callers to the service's online information as a starting point.
- 22.3 We recommend the service provider to put in place mechanisms to attempt to reduce the volume of calls outside of its remit to under 10% within two years of letting the contract.
- 22.4 As we wish to make contacting the service as easy as possible, we require the service provider to integrate outbound calling into its service provision which will allow, for example, advisors to call:
- clients who are unable to make inbound calls themselves
 - clients who had tried to make contact at busy times and were unable to get through to a live advisor on the first attempt
 - local partners to help the advisor to resolve problems on behalf of a client, while the problem remains at the informal stage
 - clients with follow-up advice or information in relation to developments in the case.

CALL RECORDING

- 22.5 The service must be capable of recording all calls. The default position is that all inbound and outbound calls will be recorded and that clients will be informed of this at the start of the call. If the client objects then the call should not be recorded or if call recording is automatic, the client should be asked if they are happy to proceed on the basis that the call recording will be erased, as soon as possible, once the call has ended.
- 22.6 All recordings must be held securely and in accordance with requirements stipulated in the DPA. Any personal data will need to be processed in accordance with the DPA. For example, data protection principles provide that personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes. The contractor will also need to bear in mind the requirements of the Human Rights Act 1998, The Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

TRANSFER OF CALLS

- 22.7 Some clients who contact the service may be better helped and supported through, for example, alternative helplines. When a contact can be managed in a more effective way by another organisation, the client should be signposted/handed over to that organisation. The service provider must ensure that contacts are only transferred mid-call to a third party if the contact requires this level of assistance. The service provider must be mindful that a mid-call transfer can be costly and only offer this when necessary.¹⁸

EMAIL HANDLING

- 22.8 The service provider must provide a system that is able to categorise and store emails, including those coming from the EASS website via the contact form. All emails must also be appended and logged on the client's record to aid any future correspondence (and to maintain a case history of the contact on the CRM system).
- 22.9 Emails received from potential clients may contain sensitive and personal information. The service provider must comply with the requirements of the DPA and the contract as far as the processing of personal data is concerned.

¹⁸ A mid-call transfer means that a contact is passed on directly to a third party via the existing service

- 22.10 Every incoming email must receive a confirmation of receipt within 24 hours. All emails must receive a substantive response within five working days.

PAPER CORRESPONDENCE/LETTERS (white mail)

- 22.11 There will be low levels of incoming postal correspondence. The service provider must set up a dedicated PO Box for this service.
- 22.12 The service provider will need to ensure that all paper correspondence is scanned and held with the client record, and that a substantive response is written and sent back to the client within five working days.
- 22.13 A dedicated fax machine should be available and faxes should be handled in the same way as white mail (post).
- 22.14 The service provider must provide a freepost address for incoming post from clients. Any costs associated with this should be included in the service costs.

REQUESTS FOR LITERATURE

- 22.15 Where literature has been requested, the service should provide basic information via digital channels wherever possible, allowing advisor time and resources to be focused on the more complex discrimination cases. There is already a large amount of printed literature on discrimination and human rights available. The service provider will need to identify and categorise what information is already available so clients can be signposted to it.
- 22.16 If necessary, the service provider must be able to make information available via audio cassette, Braille and any other alternative format. When attachments of literature are sent with emails, the facilities to provide the recipients with reading technology should also be made available (e.g. Adobe for pdf files, Macro media for flash files). Care must be taken to ensure that the correct national information is provided. For example, secondary legislation underpinning the public sector equality duty will differ for England, Scotland and Wales.
- 22.17 The service provider should only offer physical copies of literature when the request is relatively small scale and where a client does not have access to digital communication or is unable to use it. This service provider will not fulfil bulk¹⁹ requests. We are defining bulk requests as being 10 items or more.

¹⁹ Bulk requests are defined as being 10 postal items or more.

22.18 The service provider should use the most economical method of postal despatch unless otherwise stated, with no mark-up.

23 INDEPENDENT LAY ADVOCACY²⁰ SUPPORT FOR CLIENTS

23.1 There will be some callers to this service who are vulnerable in some way, for example they may have a learning difficulty, and who require the support of a lay advocate in order to be able to understand the advice they are being given. In these instances we require the service provider to fund independent lay advocacy support for these clients.

23.2 The criteria to determine which clients will be eligible²¹ for this kind of support are set out in [Appendix 2](#).

23.3 Examples of scenarios in which clients may contact the service requiring lay advocacy support are set out in [Appendix 2](#). This would include making independent lay advocacy support available for an experiencing client journey 5 and who is unable to understand the help and support being provided by the service.²²

²⁰ Advocacy is taking action to help people:-

- express their views
- secure their rights
- have their interests represented
- access information and services
- explore choices and options

Advocacy promotes equality, social justice and social inclusion.

²¹ For example advocacy may be made available to a person

- who, through frailty, deteriorating health affecting mental functioning or other circumstances, find their ability to self advocate effectively is impaired
- with learning, physical, sensory or multiple disabilities whose disability affects their ability to self advocate
- who lacks capacity to make some decisions for his or herself (for example, falling within the definitions set out in the Mental Capacity Act 2005 (England and Wales) or the Adults with Incapacity (Scotland) Act 2000)
- who is unable to take care of his or herself or protect themselves from harm or abuse
- who is subject to physical intervention in the management of their care

²² If an advisor believes that a client is in effect traumatised as a consequence of a potential discriminatory event/act and as a direct consequence of this is unable to understand the advice and support being given by the advisor, then subject to the eligibility criteria designed by the service provider, we would, in the main expect them to be eligible to access lay independent advocacy support. To be clear, the advisor would need to distinguish between clients who are traumatised and those who are distressed, upset or unhappy but still able to understand the advice and support being given. In the case of the latter (i.e.

- 23.4 Evidence over the last three years shows that the need for advocacy advice is low; however, potential bidders will need to set out how they would secure the services of an independent lay advocate who is locally based (relative to the client) and has appropriate experience and/or training²³. Lay advocates will need to work with clients on a face to face basis.
- 23.5 The service provider must put in place suitable arrangements for securing lay advocates for clients who need them to understand the advice and support being given. It is important that these arrangements prevent duplication with existing statutory advocacy services for some potential client groups.²⁴ It is also important that these arrangements avoid disadvantaging small local independent advocacy organisations whose advocates have the necessary experience and training.
- 23.6 Funding for the provision of lay advocates will come from the overall contract budget. The service provider will need to report on a monthly basis what funding has been spent along with appropriate details explaining the funding decisions made and the details of the advocates used.

24 SLAs / KPIs

- 24.1 The service provider's performance will be monitored against the SLAs and KPIs set out in Appendices 8 & 9. Service Credits will be deducted for failure to meet the SLAs set out in Appendix 8.

clients who are distressed but able to understand the advice and support being given), they would not be eligible to access lay independent advocacy support through the service.

²³ Examples of evidence of having appropriate experience and training include

- previous experience of working in advocacy
- successful completion of training or a qualification in advocacy, for example courses run by the Scottish Independent Advocacy Alliance or the Independent Advocacy Qualification (England and Wales)
- coming from an organisation that has been awarded or is working towards the Quality Performance Mark (England and Wales).

²⁴ For example the pre-standing right to an independent mental health advocate (IMHA) which is available to patients subject to the certain aspects of the Mental Health Act 1983 in England and Wales, and the right of access to independent advocacy services to all clients with a mental disorder in Scotland under the Mental Health (Care and Treatment) (Scotland) Act 2003. Those services are already funded under pre existing arrangements between the Department of Health and primary care trusts in England and Wales, and between the Scottish Government and local authorities and NHS Health Boards in Scotland.

APPENDIX 1: ILLUSTRATIVE CASE STUDIES FOR CLIENT JOURNEYS 1-5

The following examples are provided to give a view of the type of contact which will be received, based on the five journey types identified within this document.

Client journey 1

Contact where the subject matter is not within the remit of the service. For example, a call from a client employed by a private sector company who believes that her human rights are being violated because all personal emails and use of the internet at work are monitored by her employer.

This type of caller should be referred to a more suitable source of information and/or advice: e.g. ACAS Advisory services

Client journey 2

A contact about when the provisions on the public sector equality duty came into force and where the client can find the EHRC code of practice on how they operate.

These types of basic information requests can be referred to the website (if the client has access to and is able to use the internet).

Client journey 3

A pub landlord makes clear that a gay couple are not welcome to drink in the pub. One of the men mentions this in passing to a health-worker who advises him to contact the service. The man is not interested in bringing a case. He simply wants gay people to be welcome in the pub, but does not want to speak to the landlord himself. The client is clearly able to take this matter forward on his own once he has received the relevant advice. The advisor explains that the licensing department of the local authority is best placed to tackle the landlord and explains that making gay people unwelcome in the pub may be unlawful discrimination.

Human Rights Example

A pupil at boarding school contacts the service because their teacher is reading through

their correspondence. The advisor explains that this may be an infringement of the pupil's right to private life (Article 8 of the European Convention of Human Rights), and in the first instance they should challenge the practice.

Client journey 4

A bus laid on by the local authority picks up people with disabilities and takes them to a day centre. During the journey the driver of the bus mocks the passengers' disabilities. One of the passengers, who has already been in contact with the service on another matter, phones to ask for help with getting the abuse to stop. The client wants the service to intervene on her behalf as she feels unable to take the matter forward on her own. The service contacts the local authority who has laid on the bus and the authority in turn warns the bus driver that his behaviour is unacceptable.

A local community-based church group contacts the service about a client – a worker in a care home, who is experiencing problems at work. She has spoken about her problems to the head of the local church group, who she knows well and trusts. The church group representative has established that the root of the problems is the fact that she believes she is being bullied because of her Polish accent. The client wants to continue to work at the care home because it is within walking distance to her home and because she has developed a close bond with many of the patients. She has tried to raise this with her manager but is anxious about making matters worse. The local church group then decides which of the following options to pursue:

- Scenario 1: The local church group calls the ACAS helpline, who establishes that this client needs more support to help her through the internal grievance process than it is appropriate for ACAS Advisory services to provide and ACAS consequently refer the client to the service.
- Scenario 2: The local church group refers the client to a local CAB advisor
- Scenario 3: The local church group makes a direct referral to a source of legal advice provided by a qualified lawyer.

In scenario 1: The advisor from the service agrees that this looks like a substantive discrimination issue and asks whether they would be able to speak with the client directly or whether they should communicate via the local church group member (who is effectively acting as an advocate). In this instance the client is happy to speak to the advisor from the service – whom she then calls up.

The advisor explains to her about harassment related to race and helps her to write a letter to her employers. The letter gets no response so the client contacts the service

again. She speaks to the same advisor who consequently, with the consent of the client makes a phone call to a local CAB advisor asking what local intelligence they have on the care home and if there is any local work underway to work with the employer to remedy these problems.

It transpires there have been a number of complaints made by employees about the behaviour of the care home as an employer – however there has been no desire to pursue this as people have preferred to simply leave and find other jobs and secure a good reference.

If the client wants the service to intervene directly with the employer on behalf of the client, the service will clearly indicate they are not able to do so BUT can refer the client to ACAS pre-claim conciliation services, if the client consents.

Therefore the possible outcomes are as follows:

- the client agrees to pre-claim conciliation being offered by ACAS. If this is not successful the claim may be referred back to the service for onwards referral to a source of legal advice or if this is not reasonably accessible to the client then the service will consider providing some basic pre-claim support.
- the client does not want to be referred to pre-claim conciliation services in which case the service will help the client identify if they are eligible for civil legal aid. If they are not eligible and there is not a reasonably accessible source of legal advice, then the service will provide some basic pre claim support.
- In the case of scenario 2 – the CAB advisor contacts the service for specialised information on discrimination issues which the advisor provides.

Client journey 5

The adult son of a client who lives in England has autism and the local, privately run leisure centre has barred him on the basis of what has been perceived to be anti social behaviour.

The next nearest public swimming pool is 25 miles away.

The parents have complained to the manager of the leisure centre and to the head office of the company but their complaints have been roundly ignored. The parents subsequently contact their local Disability Information Alliance Line (DIAL) about their problem.

The DIAL advisor listens to their story and identifies that the root cause of their problem could be discrimination. The DIAL is aware of the remit of the service and therefore encourages the parents of the client to call the service – which they consequently do.

The service advisor informs the parents (acting on behalf of their son) that what they are describing may be discrimination because of disability under the provisions of the Equality Act 2010 and that they may be able to bring a claim in the county court asking for an order.

The service advisor tries to contact the manager of the leisure centre and is ignored. The service advisor therefore believes the next step is to embark on some form of formal proceedings (including formal alternative dispute resolution).

The advisor identifies that they are probably not eligible for civil legal aid (although they recommend the parents confirm this by calling the Civil Legal Advice Line). The parents confirm they are not entitled to civil legal aid and consequently the service provides the client with some pre-claim assistance – for example explaining the time limits for bringing legal action, explaining where to obtain a claim form and what information needs to be included in it. The service also uses its network of contacts to try and find a source of legal advice for the parents by a qualified lawyer.

The advocate of a client with a facial disfigurement contacts the service on behalf of her client. Her client has been dismissed from her job as a shop assistant from a local supermarket branch because of some complaints from customers that felt uncomfortable being served by her. The client is a member of a local community group that provides support for people with facial disfigurements, including advocacy services.

The service advises the advocate that the employer could have breached their obligations under the Equality Act 2010 by discriminating against someone because of their disability (as well as being able to claim for unfair dismissal). Working through the advocate, the advisor seeks the client's consent to refer them to ACAS pre-claim conciliation service (after ensuring they meet the criteria for pre-claim conciliation). The case is referred to conciliators who attempt to resolve the dispute but they are unsuccessful. The client is not eligible for civil legal aid. The client/advocate is therefore referred back to the service, which tries to identify a reasonably accessible form of legal advice. This is not available and therefore the service provides some basic pre-claim support for the client. This could include:

- pulling together a narrative of the case history
- sending the advocate an ET1 form
- helping the advocate to complete a question and answer form to be sent to the employer

Example of a potential strategic case

Important note: The example below is based on a real case which arose under the law that applied before the Equality Act 2010 was brought into force. The previous law did not protect people from discrimination resulting from associating with a disabled person. The 2010 Act does provide that protection – for disability and all the other protected characteristics.

Mrs C sought advice about serious problems at work over asking for time off to care for her son, who had a number of disabilities. While other parents were allowed to take time off to look after their children, her requests for leave were not only turned down, but led to her employers saying she was lazy. Mrs C thought that her employers were treating her in this way because her son was disabled. Things were so bad that she had felt she had no choice but to resign from her job. She wanted to bring a constructive dismissal employment tribunal case, based on discrimination and harassment because of disability, even though she herself was not disabled.

The adviser recognised that Mrs C's circumstances, and the employment tribunal case she wished to bring, raised an important question about the law protecting people from disability discrimination. It was clear that people who themselves had a disability were protected from being discriminated against because of it; but what about someone who faced discrimination because of the disability of someone else they were linked with? This was a fundamental question and the answer to it could affect the many people who were responsible for looking after a disabled person and also went out to work. The adviser therefore decides to refer the case to the EHRC to enable them to consider whether they may wish to take up this as a strategic case.

APPENDIX 2: INDEPENDENT LAY ADVOCACY

POSSIBLE SCENARIOS FOR CLIENTS REQUIRING ACCESS TO LAY ADVOCACY

Entry point 1 (highly likely to occur)

A first point of contact approaches the service on behalf of Bob, a hospital porter who has a learning disability. The first point of contact describes what the client has experienced and the advisor agrees that this looks like discrimination on the grounds of disability. The first point of contact has discussed the support Bob needs and they have agreed he needs an advocate to understand the advice and support the advisors of the service are providing. However, the first point of contact is unable to act as an advocate for Bob because of resource constraints. As Bob meets its eligibility criteria for advocacy support, the service for a time limited period funds an independent advocate to provide support for Bob.

Entry point 2 (likely to occur)

A family member approaches the service on behalf of Bob. After seeking the appropriate consent, the service advisor establishes that what the family member is describing sounds like discrimination. The family member explains that they cannot act as an advocate for Bob, because of family pressures, and that Bob because of his learning disability needs the support of an independent advocate. As Bob meets the service's eligibility criteria for advocacy support, the advisor agrees for a limited time to fund an independent advocate to provide support for Bob.

Entry point 3 (unlikely)

Bob manages to contact the service directly himself by telephone. (We think direct calls like this would be the exception rather than the rule; in the main contacts would be mediated through the first points of contact). If the service advisor ascertains that there is a significant risk that the issue the client is describing is one of discrimination and that the client meets the eligibility criteria then they can contact and fund an independent advocate to provide support for the client for a set period of time.

AVAILABILITY CRITERIA FOR LAY ADVOCACY

The EASS Advocacy Service is available only to people who meet both the Vulnerability and Eligibility criteria.

In addition, the Advocacy Service is only available to people defined as being on client Journeys 4 or 5 as set out in this specification.

Vulnerability Criteria

To be deemed eligible for the EASS Advocacy Service a client must be **either**:

- an adult with learning difficulties; **and/or**
- an adult with a current mental health problem.

Eligibility criteria

In addition, clients must meet the following eligibility criteria:

- **Communication:** The caller is unable to communicate their need or issue with the Advisor as a result of their impairment, excepting those clients whose impairment is hearing loss (where the service shall use RAD); **and/or**
- **Comprehension:** The caller is unable to understand the verbal or written information or guidance being provided by the Advisor as a result of their impairment: **and**
- **Circumstance:** The caller **does not** have access to an advocate, family member, carer or support worker who is independent of the caller's issue and can support them to understand the information and guidance being provided by the EASS;

APPENDIX 3: REFERRAL FLOW CHARTS

CLA

Figure 1: Inwards referrals to the service from CLA

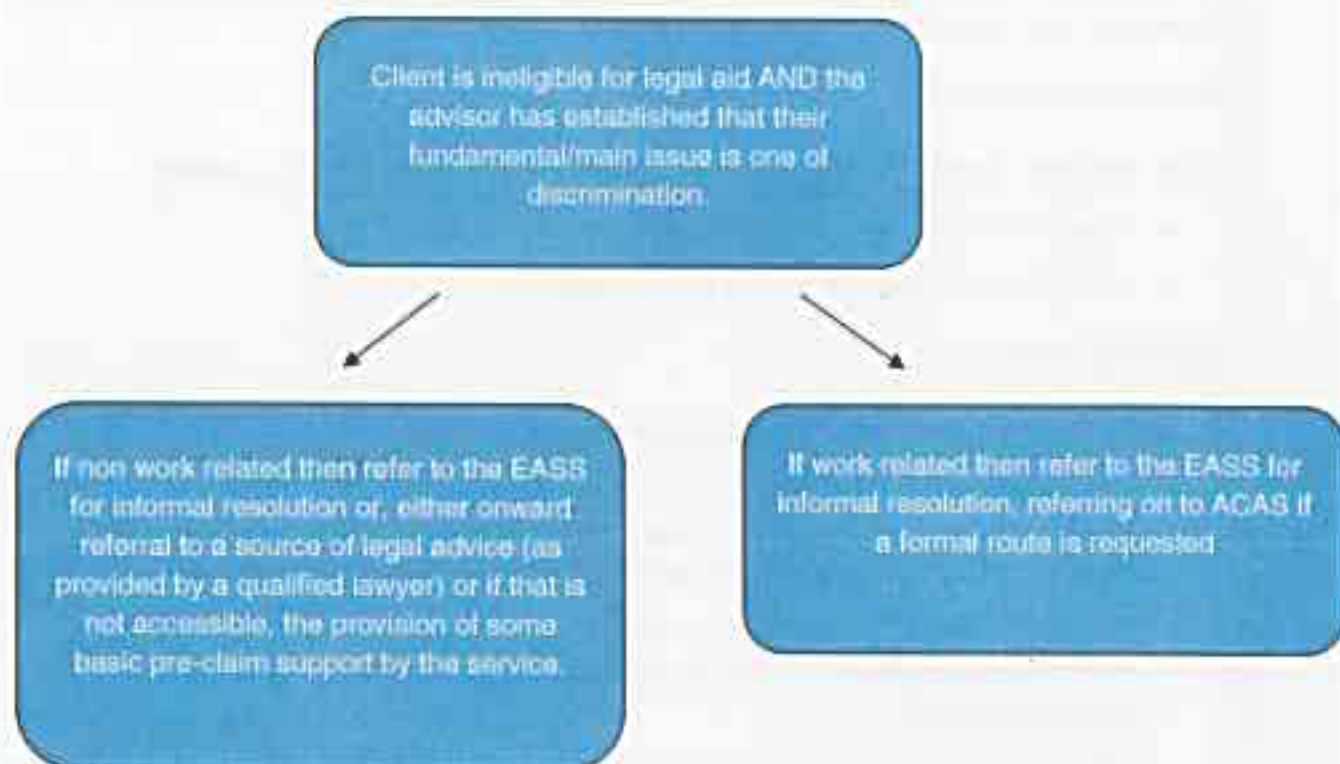
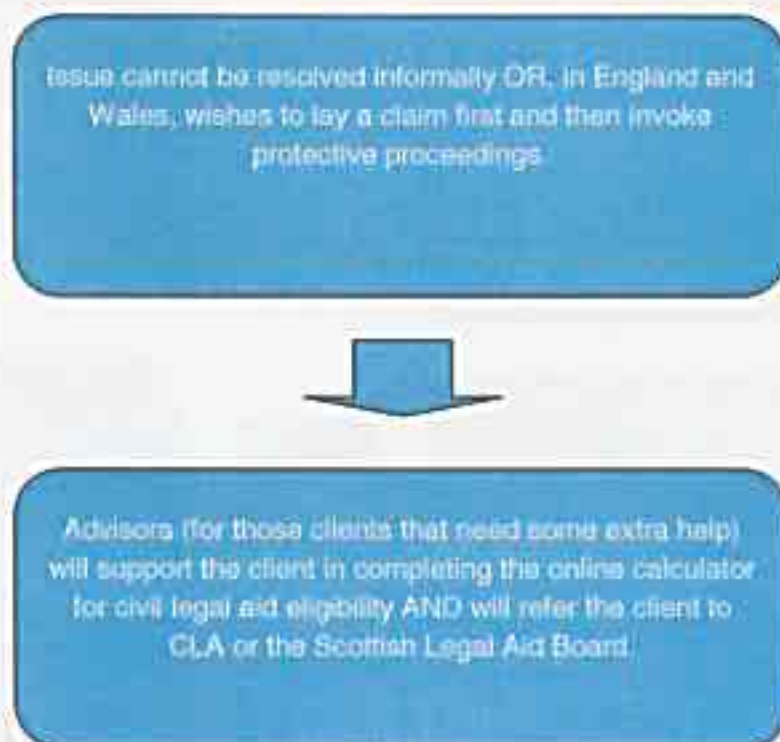
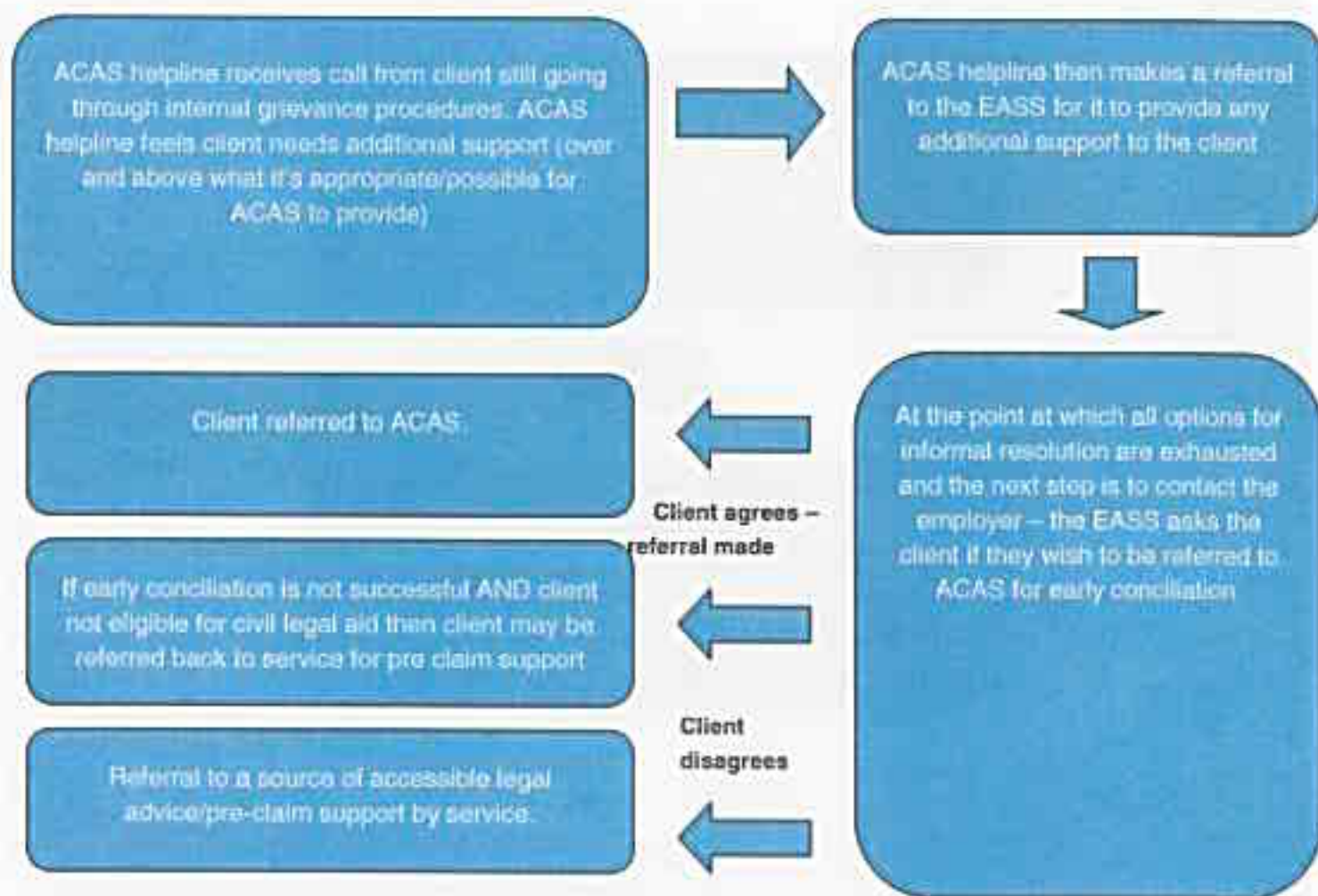


Figure 2: Outward referrals from the service to CLA



ACAS

Figure 3: Referrals between the EASS and ACAS



APPENDIX 4: LANGUAGES IN WHICH THE SERVICE WILL BE EXPECTED TO PROVIDE INFORMATION, ADVICE AND SUPPORT

Arabic	Farsi	Hungarian	Polish	Slovenian
Bulgarian	Finnish	Icelandic	Portuguese	Somali
Cantonese	French	Italian	Punjabi	Spanish
Croatian	German	Japanese	Romanian	Swedish
Czech	Greek	Latvian	Russian	Turkish
Danish	Gujarati	Mandarin	Serbian	Urdu
Dutch	Hindi	Norwegian	Slovak	Vietnamese
				Welsh

APPENDIX 5: DATA COLLECTION REQUIREMENTS

Examples of the data that the CMR system will need to be able to record are below. This list is indicative and is for illustrative purposes only. Once the service provider is appointed it will need to work with the GEO at set-up stage, to identify all the data capture fields required for the system build.

Also note that the full list of data collection requirements will not be needed for all client journeys.

First name		
Last name		
Age / Date of Birth		
Address 1 (Street)		
Address 2 (City/Town)		
Address 3 (Post Code)		
County		
Country		
Email address		
Contact phone number		
Protected characteristic	Age	
	Disability	Type (Drop-down)
	Sex	
	Sexual orientation	
	Race	Type (Drop-down)
	Religion of Belief	
	Transgender	
Type of unlawful act	Direct discrimination	
	Indirect discrimination	
	Harassment	
	Victimisation	
	Discrimination arising from disability	
	Pregnancy and maternity discrimination	

Area of discrimination	Breach of Human Rights	Which right (Drop down)
	Employment	
	Goods and Services	
	Public functions	
	Education	
	Premises	
	Associations	
Date/time of contact		
Journey type		
Language needs		
Referred from		
Referred to		

APPENDIX 6: DATA COLLECTION FIELDS ON OUTCOMES

An example of the data collection fields on outcomes that may be needed is shown below. This is based on the range of outcomes that would be needed to measure the success of the Equality Advisory and Support service, which have been identified through evaluations of comparable services, and the specific needs of this particular service. This is not a definitive list - once the contract is appointed the service provider will need to work with the GEO at set-up stage to identify a more detailed list of measurements.

Efficacy	Accessibility (Could also be in Customer satisfaction)	Did the service provide the information in the right format?		
Efficacy	Continuous service monitoring/internal quality control			TRC
Customer Satisfaction	Happiness of agents		Qualitative research of callers	Quarterly (Rolling)
Customer Satisfaction	Provision of relevant information, advice and support		Qualitative research of callers	Quarterly (Rolling)
Customer Satisfaction	How useful was the service		Qualitative research of callers	Quarterly (Rolling)
Customer Satisfaction	Number of Complaints	Number of complaints received and by reason for complaint	Collected from feedback from contact centre staff and team leaders	Monthly
Customer Satisfaction	Whether client understood the information to solve their own problem			
Resolution	First Contact Resolution	First contact resolution would need to be defined alongside each of the customer journeys	Captured by Agents	Monthly
Resolution	Outcome of Case - Journeys 1, 2, 3, 4 and 5	<ul style="list-style-type: none"> Number of problems successfully resolved informally through livechat and passed up working with first points of contacts. Number of cases where the employment contract related to ACAS (reconciliation services). Number of cases where pre-11 	Captured by Agents	Monthly
Resolution	Digital resolution / fulltime %	The proportion of one off information and subsequent cases dealt with digitally	Web Data	Monthly
Landscape / Relationship Knowledge	Referrals - in form	The number of relevant referrals received passed over to, shared from feedback organisations better placed to take forward contact (e.g. ACAS)	From contact centre staff and team leaders	Monthly
Landscape / Relationship	Building strategic relationships	Total number of records of appropriate organisations. This could be split geographically or by sector	Contact Centre Management	Quarterly

APPENDIX 7: TUPE CONSIDERATIONS

1. In our view the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) are likely to apply to this contract/service in the event that it transfers to a new service provider, although we make no representations or warranties in this regard. Potential bidders for the contract should obtain their own legal advice on the applicability of TUPE to the contract/service. We will expect any bids to be made on the basis that TUPE applies.
2. Our understanding, based on information provided by the current service provider, is that there are currently 35 employees (33 FTEs) who would potentially be within scope of TUPE, although the final number of staff who would transfer across from the existing provider should TUPE apply, is currently unknown. Bidders should carefully consider how they would manage the TUPE process.
3. We understand that all 35 employees are based in Stratford Upon Avon and we enclose an anonymised summary of staff costs for this group of employees which has been provided by the current service provider. We make no representations or warranties as to the accuracy of this information.
4. We anticipate that there will be employees who are in scope to transfer under TUPE who will be eligible to re-join the Civil Service Pension Scheme in accordance with New Fair Deal. Where that is the case, bidders will be required to apply to participate in the CSPS and to enter into an Admission Agreement. See: <http://www.civilservicepensionscheme.org.uk/employers/applying-to-join-civil-service-pensions/new-fair-deal/>.

APPENDIX 8: SLAS

1. There is a direct link between performance and payment for the delivery of the service. The service provider will incur Service Points for any failure to meet the SLA terms. Those Service Points will convert to Service Credits which will be offset against the next monthly instalment of the Contract Price.
2. Table A below sets out how Service Points incurred in accordance with Table B, will be converted into a reduction in the monthly Contract Price. Table B sets out the Service Levels and the Service Points that will be incurred if the service provider fails to meet those Service Levels.
3. In lieu of claiming Service Credits in accordance with this Appendix, the Authority reserves the right, on serving notice in writing on the service provider to treat any failure(s) to meet an SLA as a breach of contract and to invoke any of the Authority's rights under the contract in respect of such breaches.
4. *If the demand for Services (including, without limitation, contact volumes and AHT per contact channel, inbound and outbound) increases by a significant amount above the volumes set out in the Specification over any consecutive three month period, then G4S will have no liability for any failure to meet any SLA in respect of such excess demand and the parties will, acting in good faith, revise the expected future demand for Services including contact volumes and AHTs and agree any changes necessary to the Services, the service levels and pricing of the Services in order to reflect such change in the level of demand for the Services.*
5. *Where any failure to meet the SLA terms was directly caused by an external event or cause, wholly outside of the control of the Supplier, which is not a Force Majeure Event, which causes any increase in demand upon the Services due to any press, publicity or advertising published or conducted by any third party, then the relevant SLAs will be excluded from the calculation of Service Credits for the days on which this occurs*

Table A

Conversion of Service Points to Service Credits	
Total number of Service Points Incurred in month [across all Service Levels]	% reduction in the monthly Contract Price
0	0
Less than 3	1%
4 to 5	2%
6 to 7	5%
8 to 9	10%
10 or more	15% (maximum)

Table B

Technical SLAs								
Performance Indicators	No.	Indicator Definition	0 SP	1 SP	2 SP	3 SP	5 SP (Critical Service Failure)	Data Collection Rate
Telephone Response	1	Calls answered by automated IVR	At least 99% of calls answered within the first 15 seconds, with the remaining calls answered within 30 seconds.	98% - 94% of calls answered within the first 15 seconds, with the remaining calls answered within 30 seconds.		93% - 90% of calls answered within the first 15 seconds, with the remaining calls answered within 30 seconds.	Less than 90% of calls answered within the first 15 seconds Or A caller receives a	Monthly

								continuous ringing out tone	
Telephone Response	2	Percentage of calls answered by live operator	85% or more of calls received during opening hours answered by a live operator.	80% to 84% of calls received during opening hours answered by a live operator.	75% to 79% of calls received during opening hours answered by a live operator.	70% to 74% of calls received during opening hours answered by a live operator.	Less than 70% of calls received during opening hours answered by a live operator.	Monthly	
Telephone Response	3	Response times – live operator	At least 85% of calls answered by a live operator within the first 30 seconds, with 98% of the remainder within the first 60 seconds.	At least 80% of the calls answered within 35 seconds, with 98% of the remainder within the first 60 seconds.		At least 80% of the calls answered within 40 seconds, with 98% of the remainder within the first 60 seconds.	Less than 80% of calls answered by a live operator within the first 40 seconds	Monthly	
Telephone Network Performance	4	Network calls blocked excluding calls of 5 seconds or under	Less than 1%				Equal to or greater than 1%	Monthly	
Telephone Network Performance	5	Telephony network failure. This is defined as an inability to make calls to and / or from the service. This excludes events out of the control of the Supplier such as power failures or Force Majeure Events	0 incidents	100% of incidents resolved within 6 working hours		100% of incidents resolved within 12 working hours	Less than 100% of incidents resolved within 12 working hours	Monthly	
Responding to emails	6	Email response time	Automatic response sent within 24 hours of initial receipt of email for 100% of cases. AND A 'Substantive Response' issued	Automatic response sent within between 24-48 hours of initial receipt of email. AND A 'Substantive Response' issued			Automatic response not sent within 48 hours of initial receipt of email for 100% of cases. OR A 'Substantive Response' issued by an Adviser in 6 or more	Monthly	

			by an Adviser in less than 5 Working Days for 100% of cases.	A 'Substantive Response' is issued by an Advisor in more than 5 Working Days for one or more cases	by an Adviser in less than 5 Working Days for 100% of cases.		Working Days for 100% of cases.	
Responding to letters	7	Response time to written (paper) correspondence	A 'Substantive Response' is issued by an Adviser in less than 5 Working Days for 100% of cases.	A 'Substantive Response' is issued by an Advisor in more than 5 Working Days for one or more cases				
Responding to requests for Literature	8	Response time to requests for literature	Requests for literature to be sent within 5 Working Days of receipt for 100% of requests AND 98% or more of clients are sent accurate and appropriate material	Requests for literature to be sent later than 5 Working Days of receipt for any case OR 98% or more of clients are sent accurate and appropriate material				
Availability of supplier and/or third party systems	9	Web Service failure. This is defined as clients unable to use the web pages or the functions within them. This excludes events outside of the control of the Supplier such as power failures or Force Majeure Events	0 incidents	100% of incidents resolved within 12 working hours		100% of incidents resolved within 24 working hours	Less than 100% of incidents resolved within 24 working hours	Monthly
Availability of supplier and/or third party systems	10	CRM Service Failure. This is defined as the inability of 51% or more of all advisors working live at any	0 incidents	100% of incidents resolved within 12 working hours		100% of incidents resolved within 24 working hours	Less than 100% of incidents resolved within 24 working hours	Monthly

		Given point to access the CRM					
Quality SLAs							
Client Satisfaction	11	To cover client journeys 2,3,4,5 Desirable range is responses in 'satisfied' or 'very satisfied' categories in a 5-point scale where 1 = 'very unsatisfied' and 5 = 'very satisfied'	80% or more of client satisfaction survey responses in the desirable range	79%-75% of client satisfaction survey responses in the desirable range		74%-70% of client satisfaction survey responses in the desirable range	Less than 70% of client satisfaction survey responses in the desirable range
		Client satisfaction should cover issues such as: Helpfulness of advisor; Quality of information, advice or support; Whether the client understood the information to solve their own problem; How useful the advice given was; How well the service met any accessibility needs that a particular client might have had; Outcome of information, advice and support received.					
Accuracy of information and	12	Information, Advice and support given by	95% or more of clients to	94% - 90% of clients to receive		89% - 85% of clients to receive	Less than 85% of clients to receive
							Monthly

advice across all channels	the supplier is correct in relation to the law, the client journey, the client's issue and any referral made (see sections 4, 5 & 6)	receive correct information	correct information	correct information	correct information	correct information
Complaints against the conduct of supplier	13 the supplier is correct in relation to the law, the client journey, the client's issue and any referral made (see sections 4, 5 & 6) Minimum: Monitor at least 2 of each advisers live telephone calls weekly	Less than 2%	2.1%-3%	3.1%-3.9%	4% or more	Monthly
Data security & management	14 Complaints which are found to be upheld by the complaints handling process against the conduct of the Supplier	0 incidents			1 or more incidents	Monthly
Data security & management	15 Data transfer incidents – Transfer or disclosure of client, Customer, Personal Data. Sensitive Personal Data or commercial data to inappropriate, unlawful or incorrect recipients.	0 incidents (over a month)	1 incident	2-5 incidents	More than 5 incidents	Monthly

Service SLAs								
Effective management of client journeys	16	Percentage of contacts from Journey 3 and 4 clients. This is a percentage of all contacts across all channels of communication. This includes but is not limited to telephone calls, letters and emails	At least 65% or more of total contacts are from Journey 3 and 4 clients.		64% - 55% of total contacts are from Journey 3 and 4 clients.		Less than 55% of total contacts are from Journey 3 and 4 clients.	Monthly

APPENDIX 9: KPIs

Service KPIs					
Performance Indicators	Number	Indicator Definition	Target	Data Collection Frequency	
Outcomes: Identifying and recording the outcomes for people who have received help and support from the service per client journey	1	GEO will work with the service provider to refine the data collection/ evaluation requirements and establish how to identify and measure these outcomes.	MI		
Building strategic referral relationships with key partners (see sections 7 & 8)	2	This is to include: 1. number of inward referrals to the new service which originate from key referral partners 2. number of onward referrals from the service and to whom 3. how effective the service is in working with partners to help and support client 4. how effective the service provider is sharing information about individual outcomes with key referral partners	Compliance with MOUs	Monthly	
Partnership with EHRC	3	This is to include: 1. maintenance of a strategic and operational relationship with the EHRC (see sections 9 & 17) 2. how effectively the service is acting as a referral source to the EHRC at: (a) potentially strategic test cases (b) cases where the EHRC is focusing on undertaking enforcement activity (in	Compliance with MOU	Monthly	

		accordance with its strategic enforcement objectives) (c) cases which the EHRC may wish to take in order to challenge ongoing unlawful policies and practices		
Utilising Independent Lay advocacy support	4	1. Ensure lay advocacy funding is available to those who need it (in accordance with eligibility criteria - see section 22) 2. How Independent lay advocate support is commissioned to those who need it	Monthly report received with criteria met	Monthly
Quality KPIs				
General Complaints	5	This is to include the number of complaints and analysis of complaints Analysis is to include: Origin, Type, Outcome A complaint is an expression of dissatisfaction about the service received in person, in writing, (clerical or digital) or by telephone to the Customer, Supplier or member of staff. All complaints must be dealt with in accordance with the agreed complaints procedure.		Report monthly / analysis report quarterly
Responding to complaints				
Management Information	6	Management Information (see section 15)) to be provided by the end of the first week of each month. Aggregated trends to go on website.		
Information Provision	7	Where GEO requests information from the service provider in order to respond to a Parliamentary Question, that information must be provided within 1 working day (24		

Information Provision		hours) unless otherwise agreed.			
	8	Where GEO requests information from the service provider in response to an FOI request, any relevant information (if held) must be provided within 5 working days unless otherwise agreed.			
Invoice Data Accuracy	9	Invoice Data Accuracy: All invoices to be received within 10 working days of the end of the month and have all mandatory fields displayed correctly.			
IT Management	10	The response to requests for system changes and the subsequent implementation of the changes must be processed within a timetable agreed by GEO and the service provider			

APPENDIX 10: TRANSITION PLAN

This section documents the processes and costs required to enable a transition of the EASS from the incumbent to a replacement supplier in the event of expiry of this contract. This section also sets out the principles which will apply to the service exit and transfer arrangements.

1. Registers

A register of all the assets is currently maintained by the incumbent provider for provision of the EASS.

Assets that are "out of scope" are:

- PCs and associated peripherals including displays, phones, mice, keyboards, printers;
- Photocopiers, shredders and other similar standard office equipment;
- Office furniture, including filing cabinets and other storage equipment;
- Network infrastructure including LAN switches routers and cabling systems and telephony systems.

The incumbent provider uses Right Now CX software to support the EASS. This is delivered via a Software as a Service (SaaS) operating model. The application is modular and the incumbent deploys the following components:

- Contact/Case Management with support for multiple contact channels (CRM);
- Integrated Knowledgebase (Knowledge Management);
- Self-Service Portal (Web);
- External Application integration;
- Integrated reporting analytics;
- Web chat;
- Cloud Monitor.

2. Customer Data Inventory

The customer data is held in the RightNow system. The data records held are shown in the table below.

All the CRM records are personal data for which GEO is the data controller.

CRM	Record Type				
	Enquiry	Contact	Activity	Conduct	Monitor
Number of records	105,303	95,432	156,687	82,744	13,306

Knowledge Base	Document Type				
	Briefings	Key precedents	Template Letters	GEO/EHRC documents	Success Stories
	46	11	60 (Welsh and English)	25	129
Other documents	Document Type				
	Operational Process	Training Course Documents	MI reports	Marketing Plan/Documents	
	8	133	38	31	

The net book value of the assets maintained by the incumbent provider for provision of the EASS is as set out in the table below:

Heading	Items	Type	Ownership	Net Book Value	Exclusivity
Website	Domain name for website	Domain Name	GEO	£0.00	Exclusive
	Website code and information assets	Documents	GEO	£0.00	Exclusive
Telephony	Non Geographic Number (NGNs) 0808 8000082	Telephone Number	GEO / Helplines Partnership	£0.00	Exclusive

	Non Geographic Number (NGNs) 0808 8000084	Text Phone Number	GEO / Helplines Partnership	£0.00	Exclusive
CRM data	Client data, case notes and documents	Data & Documents	GEO	£0.00	Exclusive
CRM System (Right Now)	IT System (Non-Exclusive)	IT System	the incumbent provider	£0.00	Non-Exclusive
Marketing Plan	Marketing Plan 2015 onwards	Documents	GEO	£0.00	Exclusive
Knowledge Base	Knowledge base articles	Documents	GEO	£0.00	Exclusive
Advisor Training	Advisor training documents	Documents	GEO	£0.00	Exclusive
Management Information (MI)	Monthly and Quarterly reports	Documents	GEO	£0.00	Exclusive

3. Sub-contracts

Sub-contracts and other agreements with third parties, which have been necessary to enable the incumbent to deliver the EASS, are all assignable and/or capable of novation.

The table below details the sub-contracts in relation to the EASS at 2 levels: (i) those agreements which are specific to the incumbent provider and wholly developed for the EASS; and (ii) those agreements which are specific to the incumbent provider but are not developed for the EASS specifically.

The Service Provider shall either use reasonable endeavours to procure the novation of these sub-contracts to the Service Provider or otherwise, make such alternative arrangements with similar sub-contractors as may be necessary for the delivery of the Services.

Agreements and sub-contracts for Information

Right Now - A Customer Relationship Management system (CRM) used to hold client information and data.	Agreement <u>NOT</u> Specific to EASS	Bespoke design of the system for the EASS however agreement is a generic agreement covering the whole of the incumbent provider.
Royal Mail Freepost - Used to supply a freepost address.	Agreement <u>NOT</u> Specific to EASS	Agreement is a generic agreement covering the whole of the incumbent provider. Replacement supplier would need to engage with Royal Mail to arrange new freepost address and account for the service.
Textbox – A text phone line to support deaf users enabling them to have access to the Service.	Agreement <u>SPECIFIC</u> to EASS. Currently contracted with DSPG Telecom with 2 agents licences and 1 line rental	Replacement supplier would need to engage with DSPG Telecom to novate or set up a new agreement.
British Sign Language (BSL) Interpretation Services – Support for deaf users, delivered through a web portal on the EASS website. Clients can use the portal to speak to an adviser in BSL or text chat.	Agreement <u>SPECIFIC</u> to EASS. Currently service is delivered by the Royal Association for Deaf people (RAD) (who are a partner organisation)	Replacement supplier would need to engage with the Royal Association for Deaf people (RAD) to novate or set up a new agreement.
Language Line Translation Services – Telephone interpretation services	Agreement <u>SPECIFIC</u> to EASS	Replacement supplier would need to engage with Language Line to novate or set up a new agreement

Website development	Agreement <u>SPECIFIC</u> to EASS with a web design company (Bright White space) for website development as and when needed (this is not a contract)	Replacement supplier would need to engage with Barney Jefferies at BrightWhitespace.co.uk to novate or set up a new agreement barney@brightwhitespace.co.uk
Strategic Partner Agreement – Disability Rights UK (DRUK) provide the following services: -Contract manage the activities and services of the Sub-sub-contractors -Assist the Prime Contractor to develop and maintain strategic referral partners (for example through a par-equality Reference Group) -Provide training and advice on discrimination law and help populate the knowledge bank used by the advisors	Agreement <u>SPECIFIC</u> to EASS	This agreement with DRUK is with the incumbent provider. DRUK sub-contract with a number of other partners to provide the EASS Service support. These are: -Law Centres Network (LCN): Review and update training material on Disability and Human Rights Legislation. Provide access to the network, enabling referrals to local legal organisations, for EASS clients requiring legal advice -Royal Association for Deaf People: Provide British Sign Language interpreter services -VoiceAbility: Provide Independent Lay Advocacy services. -British Institute for Human Rights (BIHR): Review Human Rights training material. Maintain knowledge bank in relation to Human Rights Legislation.

4. Exit and Transition Plan Elements

The table below provides a high-level statement as to how the EASS could transfer to the replacement supplier on expiry. This includes the proposed arrangements for transitioning processes, data, documentation and systems.

The incumbent provider is expected to liaise with the replacement supplier to agree the required data formats and secure transport media to be used to complete a secure electronic migration.

Copies of agreed hardcopies to be migrated will be provided by the incumbent provider and delivered to the replacement supplier via a trackable courier service.

5. Staff Transfer Arrangements (TUPE) and Requests for Staffing Information

If the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") the service provider will need to comply with its obligations under TUPE.

6. Transition / Implementation Costs

The successful tenderer will be reimbursed Excluded Transition Costs (in accordance with Order Form Annex 1) and fall outside the contract value.

APPENDIX 11: GLOSSARY

ACD (Automatic Call Distribution)	– a device or system that distributes incoming calls to a specific group of terminals that agents use. This system enables calls to be distributed at random to agents who are available and not on another call.
Advocacy is defined as taking action to help people:-	<ul style="list-style-type: none"> • Express their views • Secure their rights • Have their interests represented • Access information and services • Explore choices and options • Achieve greater independence and maintain choice and control
Authority/GEO	means the Government Equalities Office an agency of the Department for Education
Bespoke advice	defined as advice which is specific to a client's particular circumstances
Bureau	a dedicated capacity to deal with overflow.
Caller line identification	a facility which enables the telephone number of the person making a call to be established, such as caller display.
Civil law justiciable causes	these are defined as discrimination, consumer, employment, neighbours, owned house, rented housing, homelessness, money/debt, welfare benefits, divorce, relationship breakdown, domestic violence, children, personal injury, clinical negligence, mental health, immigration and police treatment.
Client	a user of the service, someone seeking help or advice from the service.
Continuous improvement process (CIP or CI)	is an ongoing effort to improve products, services, or processes. These efforts can seek "incremental" improvement over time or "breakthrough" improvement all at once. Delivery (Client valued) processes are constantly evaluated and improved in the light of their efficiency, effectiveness and flexibility.
Consortium	two or more persons (whether they are incorporated or unincorporated bodies or associations) acting jointly for the purpose of tendering for and/or delivering the contract.
CRM (Customer	a widely-implemented long-term strategy managing a services' interactions with Customer/Clients. It involves using data and technology to understand a

Relationship Management)	Customer's/Client's behaviour.
Digital channels	are defined as methods of communication which include anything delivered or consumed via internet protocols technologies, including but not limited to, web, mobile services – including SMS and apps, digital telephony, IPTV, digital television and any other digital devices invented hereinafter.
FOI request	under the Freedom of Information Act (FOIA) people can request information held by public sector organisations, and those organisations carrying out public functions. Anyone can request recorded information – such information includes printed documents, computer files, letters, emails, photographs, and sound or video recordings.
Fulfilment	the process of selecting, packing and sending an order out to a client or customer who has requested. In this context it is usually physical literature fulfilment however it could also be electronic fulfilment via an email.
Informal resolution	the purpose of informal resolution is to resolve an issue without formal action or proceedings. The informal stage involves providing an opportunity for a client to correct behaviour which may be inappropriate ²⁵ by informing them directly either verbally or in writing. If the informal effort at resolution is unsuccessful or if informal resolution is inappropriate based on the egregious nature of the alleged behaviour, the claimant may need to take formal action which may be initiating legal proceedings or participating in formal alternative dispute resolution.
Integrated voice recognition (IVR)	technology that allows an inbound call to be answered by recording and asks the client to use the telephone keypad or speech to navigate a menu of options. IVR systems are often pre-recorded and can be a useful device for managing call demand.
Joined up, partnership working	a collaborative working relationship between partners. This includes the service sharing data and management information about the end outcome for a client with other partners that have been instrumental in achieving an outcome, as well as regionalised and national data
Legal advice from a qualified lawyer	this means a professionally qualified lawyer (solicitor, barrister, legal executive) or a caseworker working under the direct and close supervision of a professionally qualified lawyer or a person who is otherwise accredited to provide legal advice on the relevant area of law;

²⁵ This refers to any conduct that is prohibited under the Equality Act 2010.

Legal activity	this has the meaning given in section 12 of the Legal Services Act 2007.
Local organisation	an organisation which operates within or relates to a nearby location
Memorandum of Understanding (MoU)	a document describing a bilateral or multilateral agreement between parties.
Mid call transfer (warm handover)	a mid-call transfer or warm handover means that a contact is passed on directly to a third party via the existing service. The agent usually introduces themselves to the third party and explains the nature of the contact's call to the third party before they transfer the call across. This can be an expensive and timely method of transfer.
National organisation	an organisation which operates throughout or relates to an entire nation.
Parliamentary Questions (PQs)	<p>- are tools that can be used by MPs and Members of the House of Lords to hold the Government to account. Members can ask oral or written PQs to obtain information or to press for action. Written PQs are tabled in Parliament and sent to the Home Office the following day.</p> <p>There are three types of written PQ – Ordinary Written (in the House of Commons), Named Day Questions (to be answered on a date specified by the MP, in the Commons) and Lords Written (in the House of Lords). Each of these has its own deadline for response.</p>
Reserved legal activity	has the meaning given in section 12 of the Legal Services Act 2007.
Service provider	the organisation or organisations delivering the service
Services	examples of services include: shops, GP surgeries, hotels, leisure centres, restaurants. Work, education and accommodation are not services for the purposes of discrimination legislation.
Strategic relationships	relationships between institutions based on a clear understanding of what each organisation brings to the relationship and assisting clients. These relationships are different from those based on personal contacts and relationships between particular individuals in different organisations which may well be ad hoc.
URN	a Unique Reference Number which identifies a client record on a database.
Wrap time	this term is the amount of time between the ending of a call and the start of a call.

Order Form Annex 6

EASS – G4S Pricing Schedule

REDACTED

Order Form Annex 6

EASS – G4S Pricing Schedule

Order Form Annex 6

EASS – G4S Pricing Schedule

REDACTED

Order Form Annex 6

EASS – G4S Pricing Schedule

Order Form Annex 7

Department's Security Requirements Clause

12. Departmental Security Standards for Business Services and ICT Contracts

"BPSS" "Baseline Personnel Security Standard"	a level of security clearance described as pre-employment checks in the National Vetting Policy.
"CESG"	is the UK government's National Technical Authority for Information Assurance. The website is http://www.cesg.gov.uk/Pages/homepage.aspx
"CESG IAP" "CESG Information Assurance Policy Portfolio"	means the CESG Information Assurance policy Portfolio containing HMG policy and guidance on the application of 'security assurance' for HMG systems.
"CTAS" "CESG Tailored Assurance"	is an 'information assurance scheme' which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks.
"CPA" "CESG Product Assurance"	is an 'information assurance scheme' which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry.
"CCSC" "CESG Certified Cyber Security Consultancy"	is CESG's approach to assessing the services provided by consultancies and confirming that they meet CESG's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors.

<p>"CCP"</p> <p>"CESG Certified Professional"</p>	<p>is a CESG scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors.</p>
<p>"CC"</p> <p>"Common Criteria"</p>	<p>the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.</p>
<p>"Cyber Essentials"</p> <p>"Cyber Essentials Plus"</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p>
<p>"Data"</p> <p>"Data Controller"</p> <p>"Data Processor"</p> <p>"Personal Data"</p> <p>"Sensitive Personal Data"</p> <p>"Data Subject", "Process" and "Processing"</p>	<p>shall have the meanings given to those terms by the Data Protection Act 1998</p>
<p>"Department's Data"</p> <p>"Department's Information"</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>

"DfE" "Department"	means the Department for Education
"Departmental Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.
"Digital Marketplace / GCloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.
"FIPS 140-2"	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled 'Security Requirements for Cryptographic Modules'. This document is the de facto security standard used for the accreditation of cryptographic modules.
"Good Industry Practice" "Industry Good Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Good Industry Standard" "Industry Good Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"GSC" "GSCP"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
"HMG"	means Her Majesty's Government
"SPF" "HMG Security Policy Framework"	This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.
"ICT"	means Information and communications

	technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
IS5	this is HMG Information Assurance Standard No. 5 - Secure Sanitisation issued by CESG
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	the Security and Information Risk Advisor (SIRA) is a role defined under the CESG CESG Certified Professional Scheme

- 12.1 The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 12.2 Where the Contractor will provide ICT products or Services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 September 2014, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG will be expected to have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 12.3 The Contractor will be expected to have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 12.4 The Contractor will follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 12.5 Departmental Data being handled in the course of providing the ICT solution or service must be segregated from other data on the Contractor's or sub-contractor's own IT equipment to both protect the Departmental Data and enable it to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 12.14.
- 12.6 The Contractor will have in place and maintain physical security and entry control mechanisms (e.g. door access) to premises and sensitive areas and separate logical access controls (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 12.7 The Contractor will have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 12.8 Any electronic transfer methods across public space or cyberspace, including third party provider networks must be protected via encryption which has been certified to a minimum of FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.

- 12.9 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 12.10 and 12.11 below.
- 12.10 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.
- 12.11 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.
- 12.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure waste paper organisation.
- 12.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 12.14 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed in accordance with the current HMG policy (HMG IS5) using a CESG approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 12.15 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" and the appropriate level of security clearance, as required by the Department for those individuals whose access is essential for the purpose of their duties. All employees with direct or indirect access to Departmental Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personnel Security Standard (BPSS)
- 12.16 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.

- 12.17 The Contractor shall, as a minimum, have in place robust and ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might be, or could lead to, a disruption, loss, emergency or crisis. When a certificate is not available it shall be necessary to verify the ongoing effectiveness of the ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures, to the extent that the Contractor must have tested/exercised these plans within the last 12 months and produced a written report of the test/exercise, outcome and feedback, including required actions.
- 12.18 Any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, or any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 12.19 The Contractor shall ensure that any IT systems and hosting environments that are used to hold Departmental Data being handled, stored or processed in the course of providing this service shall be subject to an Independent IT Health Check (ITHC) using a CESG approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 12.20 The Contractor or sub-contractors providing the service will provide the Department with full details of any actual storage outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management or support function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 12.21 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 12.22 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 12.23 The Contractor shall deliver ICT solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current CESG Information Assurance Policy Portfolio and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:
- Existing security assurance for the services to be delivered, such as: PSN Compliance as a PSN Customer and/or as a PSN Service; CESG Tailored Assurance (CTAS); inclusion in the Common Criteria (CC) or CESG Product Assurance Schemes (CPA); ISO 27001 / 27002 or an equivalent industry level

certification. Documented evidence of any existing security assurance or certification will be required.

- Existing HMG security accreditations that are still valid including: details of the body awarding the accreditation; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement. Documented evidence of any existing security accreditation will be required.
- Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor will be expected to provide details of who the awarding body or organisation will be and date expected.

12.24 If no current security accreditation or assurance is held the Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors will support the provision of appropriate evidence of assurance and the production of the necessary security documentation. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a CESG Certified Cyber Security Consultancy (CCSC) or CESG Certified Professional (CCP) Security and Information Risk Advisor (SIRA)