

**Managed Services for Temporary Worker Solutions**

ESSEX COUNTY COUNCIL

TEMPORARY WORKER SUPPORT SERVICES

SPECIFICATION

Version 1.0

Issued 21/05/2021

Procurement Project CO0095

1. **Essex County Council**
   1. Essex County Council (ECC) is dedicated to improving Essex and the lives of our residents. Our ambition is to deliver the best quality of life in Britain. We will achieve this by providing high-quality, targeted services that deliver real value for money.
2. **Our vision**
   1. The Essex Organisation Strategy sets out our aims and priorities for the period 2017-21. It articulates how we will achieve better outcomes for Essex and secure the ambitions set out in the Vision for Essex. Our ambition, at the end of this period, is for Essex to be the best local authority in the country.
   2. At ECC we are passionate about better lives for people in Essex. We believe prosperity is the best route to achieve that – so people can help each other, and themselves. We are also ready to step in – to protect vulnerable children, to help care for older people and to support our economy to flourish.
   3. As a public body it is important we spend taxpayers’ money wisely, on the issues that matter to our residents. To offset reductions in government funding, we must constantly manage demand, reshape and re-imagine services and look for opportunities to generate income. It is also important we work tirelessly to secure investment into the county that can help make Essex an even better place to live and work.
   4. An overview of our organisational strategic aims and priorities is set out below:



* 1. Further information about our services can be found on the [ECC website.](http://www.essex.gov.uk/Your-Council/Strategies-Policies/Pages/EssexWorks-Pledges-2011_12.aspx)

1. **Delivering our strategic aims and priorities**
   1. To successfully achieve our strategic aims and priorities we will need to ensure that people remain our most important asset; and that we secure digital approaches that improve outcomes and deliver efficient and accessible services.
   2. ECC has built a workforce strategy that will help us to ensure that we have the capability and capacity required for the future. The workforce strategy has four themes:

* Getting ahead of the curve
* Creating the right conditions
* Optimising the employee experience
* Enabling growth and development
  1. ECC’s resourcing services will be touched by all these themes and the People Plan activities, more specifically around talent attraction of quality, qualified and experienced people who will make a real and positive difference to the services we provide to our residents; and making the best use of technology to achieve this efficiently and cost-effectively.
  2. Our resourcing services will ensure that we attract, retain, and release the right skills at the right time. To achieve this we have a futureproof, agile resourcing strategy which supports our employer value proposition, drives innovation to achieve the best fit and delivers quality value for money outcomes.
  3. Our strategic resourcing objectives are to:
* deliver proactive and agile operations which enhance the customer and candidate experience.
* build effective talent pipelines for both temporary and permanent talent, taking a talent pool first approach to filling all vacancies.
* optimise time to hire to achieve improved productivity.
* provide a flexible workforce model that anticipates and responds to changes in demand and supply; and
* ensure the attraction and retention of diverse, flexible, quality resources
* ensure that all temporary workers at ECC are onboarded positively, in a manner which represents our employer value proposition and positions ECC as an employer of choice, with the candidate experience at it’s heart.
  1. To enable us to get ahead of the curve and through the intelligent use of Management Information to support decisions, we will continue to proactively engage with managers to support continuous improvement in our service delivery. We will also strive to optimise technology with a digital first approach to achieve a modern and fit for purpose approach to resourcing.
  2. Moreover, through our overarching employer value proposition that threads through the employment/engagement cycle, we put the candidate experience at the heart of everything that we do.
  3. ECC recognises that the shape and size of the workforce in the future may change; this could include a smaller core capability and a larger flexible peripheral workforce that includes contingent workers, consultancy, statement of work and work package provision. To deliver our organisational ambitions within the context of future workforce demand and supply, ECC purposefully deploys a resourcing strategy where a flexible periphery workforce enables us to fulfil our target operating model.

1. **Introduction** 
   1. The current arrangement, a hybrid neutral vend contract expires on 23 November 2021. This contract provides temporary worker supply through a neutral vend model. ECC will need to secure temporary resourcing support services by July 2021 to allow for a transition period, although a formal ‘go live’ date will be confirmed upon award and all timelines at this stage are provisional and subject to change.
   2. To support delivery of our resourcing strategies we now need to secure a partner to deliver our vision of temporary worker support services, reflecting ECC’s ambition to continue to minimise the use of third-party recruitment agency suppliers and to adopt a talent pool first approach. We are looking for a supplier who can enable our vision that ECC will source it’s own temporary talent directly or via our own supply chain and that our chosen partner will provide the technology and service to deliver the engagement of this temporary workforce both contractually and for all timesheet and billing purposes.
      1. We are looking to partner with a temporary worker support service provider who can own the contractual engagement of our temporary workforce, weekly payroll, timesheet, and billing of all temporary workers that will be sourced by the ECC inhouse recruitment team both directly and via our own supply chain of third-party agencies. ECC will attract workers across all worker categories and types either directly or via our own supply chain of third-party agencies. Recruitment and attraction of new temporary staff is out of scope of this procurement and will be managed by ECC. We expect our partner would own the contractual engagement of our directly sourced temporary workforce as well as the other services described, we expect for agency hires that the agency provider (via the ECC DPS) will manage the contractual engagement with our partner responsible for the timesheet, payment and billing to agency suppliers via their provided technology.
      2. The supplier will need to provide an adaptive, legally compliant service and exemplary technology platform to ECC which enables the service provider to contractually engage our temporary workers, contracting such workers to deliver services in the following ways:

* PAYE hourly rate contract for candidates directly sourced by ECC
* PAYE daily rate contract for candidates directly sourced by ECC
* Ltd Company hourly rate contract for services directly sourced by ECC
* Ltd Company daily rate contract for services directly sourced by ECC
* Statement of work arrangements whereby temporary services are only paid upon deliverable milestones not time worked, both PAYE and Ltd Company directly sourced by ECC.
* Pay per assessment arrangements whereby temporary services are only paid upon deliverable assessments not time worked, both PAYE and Ltd Company directly sourced by ECC.
* Umbrella arrangements via compliant umbrella companies.
* Able to adapt and deliver to emerging working arrangement in the talent marketplace
  + 1. The service must also allow ECC to place temporary workers found via third party agencies on to the timesheet and billing technology platform which must be fully integrated with r the Councils existing P2P solution. Whilst the third-party recruitment agency will be responsible for the contractual engagement of the worker for agency sourced hires, we expect that our service partner’s technology will enable the pay and billing cycle to ECC third party suppliers as part of their technology solution. This ensures all temporary spend is delivered in one place for ECC, to ensure robust and consistent financial management and reporting.
    2. Provision of a technology platform which will enable ECC to transfer its *existing* direct *temporary* workers to the new arrangements and continue to *build* its own direct workers across all staffing categories *through the life of the contract.* The platform must also allow ECC to transfer its existing third part agency workers to the technology platform, ECC will transfer the agency contractual relationship to our own agency supply chain DPS.
    3. In addition to the technology platform outlined in 4.1.4 the preferred bidder will also manage the transfer of existing direct temporary workers including working with the incumbent provider, the direct temporary workers and ECC. The provider will manage the transfer of all existing direct temporary staff ensuring a smooth transfer with no negative impact to the existing direct temporary workforce, 0 days of down time to service and 100% accuracy on 1st payroll of new arrangements for direct hires and 100% accuracy of payment to our supply chain.
    4. The cost of implementation of services will be met be the successful supplier and should be considered when completing your pricing proposal.
    5. The use of industry standard technology which achieves a fully automated purchase to pay (P2P) process from requisition through to invoicing and payments through establishment of systems interfaces between the VMS and ECC’s systems for both direct temporary workers and those represented by ECC third party agency suppliers.
  1. The term of this arrangement will be 4 years with an option to extend for a period of 12 months.

1. **Background**
   1. Current Temporary Worker Profile
      1. Over the last year the volume of temporary workers has been around 10% of our workforce. This represents up to 650 temporary workers engaged at anyone time, not taking account of seasonal variations, which can increase the number of workers. On average there are currently around 40 new temporary workers each month.
      2. The average length of engagement for temporary workers is 2.19 years; tenure is highest in the Place & Public Health function (2.78 years), and lowest in the Finance & Technology function (just under 5 months).
      3. Of the 523 live assignments approximately 40% are casual ‘as and when’ workers. Currently around 70% of the population are directly sourced. We would require the service provider to manage the transfer of the existing direct temporary workforce to new arrangements and also support ECC in the transfer of agency represented candidates to the new pay and bill arrangements to ensure a successful and smooth day one payroll to direct hires and agencies with 0% errors on payroll one.
      4. There has been a downward trend in the usage and expenditure of interims at ECC; the use of work-packages through a statement of works project delivery approach has driven efficiency and reduced traditional interim demand. Whilst our strategic workforce plans will enable us to clearly identify the resources we will need to ‘make’, i.e. recruit and develop capability within the core workforce; our expectation is that our ‘buy’ decisions will potentially change the shape and size of our contingent and periphery workforce. We will expect our supplier to proactively share their insights into the future of contingent workers and the flexible workforce.
      5. ECC are, from time to time asked to support partner organisations in the sourcing and provision of temporary staff management. We require the service provider to enable ECC to extend the provision of services and commercial arrangements and management of temporary staff when requested to our partners which can include:

* Education providers
* Care Home providers
* Unitary, District & Borough Councils
* Not for profit organisations

This contract will be procured on terms which would allow access for these partner organisations (including any future successor organisation(s) to the functions exercised by any such organisations), including but not limited to subsidiaries, LATVs, LATCs, EOLP Associated members, all Education Institutes / Universities, CCGs and NHS partners. These Contracting Bodies will be represented by ECC through this agreement.

* + 1. The following table provides an overview of the typical distribution of temporary workers across ECC’s functions:

|  |  |
| --- | --- |
| **Function** | **Typical Proportion of Temporary Workers** |
| Adult Social Care | 186 (35.56%) |
| Children & Families | 90 (17.21%) |
| Corporate & Customer Services | 18 (3.44%) |
| Education | 58 (11.09%) |
| Finance And Technology | 40 (7.65%) |
| Organisation Development & People and Service Transformation | 11 (2.10%) |
| Place & Public Health | 120 (22.94%) |

* + 1. The worker types are profiled against existing worker type categories as follows:

|  |  |
| --- | --- |
| **Worker Type** | **Typical Proportion of Temporary Workers** |
| Admin & Clerical | 31 (5.93%) |
| ICT | 12 (2.29%) |
| Interim Executive | 32 (6.12%) |
| Legal (Qualified) | 7 (1.34%) |
| Operational / Industrial | 90 (17.21%) |
| Professional (Non-Qualified Professional Services) | 101 (19.31%) |
| Social Care - Qualified | 199 (38.05%) |
| Social Care - Unqualified | 26 (4.97%) |

* + 1. A range of Temporary Agency Workers are required, and the Provider must be able to provide ECC access to the pay and bill technology used for direct workers to enable ECC to create placements for its supply chain and bill correctly for the cost the temporary worker timesheet. ECC envisages that the service provider will enable ECC resourcing to upload the agency temporary worker assignment directly into the technology platform to perform the required timesheet, pay and bill arrangement with supply chain via existing P2P interfaces detailed in this specification. As this is a new arrangement we will seek to agree the appropriate process to achieve this as part of the implementation with our chosen partner.
  1. ECC’s Current Systems
     1. ECC has the following systems which support recruitment activity:
     2. Oracle: finance system including establishment hierarchy and payroll.
     3. Cornerstone (ATS) used by Hiring managers to raise requisitions for all resourcing requirements and end to end recruitment and selection activity.
     4. Talentclouds to track pre-employment activity; provides an integration to Oracle for starter, leaver, and movers (SLAM) processes.
     5. Proactis MarketPlace: supports supplier payment activity.
     6. ECC has established a ‘self-serve’ approach, supported by single sign-on of the corporate systems; and the provision of materials and guides on the intranet to help managers navigate through policy and processes. This includes all recruitment activity.
     7. ECC has around 400 hiring managers who access Cornerstone and the current service providers VMS to authorise electronic time booking submissions.
  2. Future Requirement
     1. In September 2020 ECC carried out early market engagement broadly setting out our ideas for this requirement, which helped inform the specification.
     2. ECC also engaged with key stakeholders throughout 2020/21; this included hiring managers and other service users to understand the requirement for temporary worker supply in the medium to long term. The requirements could be summarised into the following:
        1. Achieving value for money for client-sourced/referred workers and long-term engagements
        2. Scalable and responsive services which can meet the diverse needs ECC but support our ongoing journey to maximise direct hire and our ambition to manage our own agency supply chain via a DPS arrangement
        3. Access to technology which will support contractual engagement, time sheeting, payment and billing which delivers cost savings and enables ECC to position it’s resourcing services to deliver the organisational People Plan (See Workforce Strategy Summary provided in the ITT) and resourcing priorities.
        4. A temporary worker supply solution which supports ECC’s employer value proposition and delivers a great candidate experience, underpinned by a talent pool first approach.

1. **Scope**
   1. Aims and Objectives
      1. The future temporary worker supply service will provide efficient, agile and proactive temporary worker support services that are flexible and scalable to accommodate anticipated workforce and organisational changes in demand and supply. This will enable ECC to identify agile and cost-efficient sourcing solutions; and support delivery of our People Plan (provided separately) and emerging strategic workforce plans.
      2. Whilst this specification is intended to provide tenderers with a broad indication of the services required, the specification should be considered as being sufficiently flexible to ECC’s needs, provided that such variation does not conflict with the requirements of the Public Contract Regulations 2015.
      3. The service will deliver the following specific components to deliver these aims and objectives:
   2. Supply of Temporary Workers Support Services.
      1. A quality, responsive and clearly articulated temporary worker support service with clearly set out pricing schedules, service level agreements and candidate care standards. There will also be a clear roadmap to enable direct hire at ECC through our talent pool first approach.
      2. An excellent understanding and track-record of addressing the needs and challenges of managing a large temporary workforce: There will be a strong emphasis on best in class technology to enable ECC to source temporary hires directly, underpinned by a robust service offering from our partner that ensures time and billing of agency temporary workers is managed inline with our commitments to agency suppliers.
      3. A service which uses its recruitment expertise to ensure ECC is fully compliant to all relevant temporary worker legislation including IR35 and AWR and pro-actively guides ECC when needed in respect of legislative changes.
      4. Engagement, payroll and billing of temporary workers both for volume and seasonal recruitment campaigns: this will ensure ECC is able to maintain frontline service delivery e.g. country parks and outdoor centers, as well as adult community learning.
      5. Management of temporary workers that is compliant with legislation and any anticipated changes: the provider will ensure that the temporary workforce is compliant e.g. pension auto enrolment, Working Time Regulations and Agency Worker Regulations etc.; and will also work in partnership with ECC to scope, plan and deliver responses to any legislative changes.
      6. Ensuring all temporary and interim workers are paid within agreed, and consistently applied, pay rates which demonstrate value for money for ECC and that full and transparent reporting is easily available to ECC showing the detailed breakdown of worker pay rate, individuals statutory costs, agency margins and supplier margins.
      7. An ongoing mechanism to review and benchmark both pay and charge rates for all levels of interim and temporary worker, ensuring ECC is able to attract the best possible candidates, at the best prices.
      8. A consistent, best fit, engagement, onboarding, payroll and timesheet on-boarding service appropriate for an Authority of the size and diversity of ECC which enables the onboarding of workers at pace and a 24 hour turnaround from a worker becoming compliant to them being able to submit time.
      9. Provide an efficient technology solution to ensure that temporary worker records are transferred from the VMS to ECC systems to create an ECC HR record of the worker in accordance with ECC’s starters, leavers and movers (SLAM) process.
      10. Provision of agreed management information and worker data in a format which supports activities associated with both the performance of the contract; and to enable efficient spend forecasting as determined by ECC. In particular all reporting must display the candidate actual pay rate, rate type, all statutory costs and supplier charge. This reporting must be provided weekly based on invoicing and be shown in amounts as well as percentages. Candidates must display actual pay rate e.g. PAYE actual payment to that specific candidate, not a rate worked back from other pay arrangements. A full mandatory MI schedule is provided in Appendix D
      11. Provide a service which does not charge for temporary to permanent conversions after the temporary agency or interim worker has been working in the same assignment on a continuous basis. Continuous service would be classified as a temporary worker submitting time in the same assignments for 13 weeks whereby there is no cessation of work for more than 4 consecutive weeks in submitted time (i.e. covering annual leave or sickness).
   3. Client Direct Workers
      1. The Supplier will need to provide access to technology which supports ECC’s requirement to transfer existing direct workers, future ECC worker ‘referrals’ and directly sourced talent from the commencement and during the lifetime of the contract. The technology solution will also provide for access to modular service wrap components, including compliance and payroll.
      2. The technology solution will enable ECC to raise requisitions which are either as a direct worker for payroll purposes or an agency worker for time and bill purposes through one entry point to ensure that hiring managers and candidates have a good end-user experience and all data is reportable in one place.
      3. A single time booking and approvals technology solution will also be provided for workers supplied via third part recruitment agencies and directly sourced talent via talent pool technology. This technology will be mobile enabled with the capability to be used on IoS or android devices. This functionality will need be future proof for the duration of the contract.
      4. The pricing for Client Direct Workers will be separate to fee for the use of the pay and bill technology for agency represented candidates and all workers will remain within ECC’s talent pool and be owned by ECC, we reserve the right to transfer these workers to alternative provisions at any point without fee.
      5. The ECC internal resourcing team is to be the first source for all worker categories, operating a ‘talent pool first’ model with the ECC managed agency supply chain being the second source. We would expect to manage worker pay and bill and well as supplier payments via our chosen providers solution.
   4. Automated Purchase to Pay
      1. ECC requires an automated Purchase to Pay (P2P) process. ECC’s systems are currently Oracle, MarketPlace and Cornerstone (ATS) and the existing supplier’s systems include VMS technology which is fully integrate in to our P2P solution. Interfaces are currently provided through data transfer via a secure file transfer protocol (SFTP).
      2. The P2P process enables ECC Hiring Managers to raise an approved requisition in Recruit for a temporary worker which automatically raises a purchase order, generates access to time-booking and approvals (acting as goods received notes) invoices and payments.
      3. Suppliers should note that the automated P2P process includes provision of standing data into the VMS. This standing data includes the role location, cost centre, job hierarchy and hiring manager. The named hiring manager will be authorised to raise the job requisition in Recruit; and once approved will be authorised to approved time booked.
      4. Suppliers should note that there is an annual charge of £26,400 per annum for the duration of the 4 year term (and any extensions) for the pro-actis (Marketplace) element of these integrations and that cost will be met by the supplier who is successful in this process. This cost should be allowed for when you are proposing your commercial pricing.
      5. ECC intends to replace *our current Corporate technology (Oracle).* In this event ECC will expect supplier(s) to work closely with ECC to ensure that an automated P2P solution is retained at no cost to ECC. It is intended that the replacement system will be live shortly before the go live of this contract. We do not anticipate the changes to the current P2P specifications to significantly change however due to the proximity of the go lives the timelines are subject to change. Full specifications of the required P2P build will be provided to our partner as part of the implementation and those in this document are the ‘as is’ arrangement and only intended to act as a guide to suppliers. ECC will require it’s chosen partner to be flexible in their approach to the P2P build against the backdrop of changes to our core corporate technology.
      6. The supplier will also be required to bear the cost of any requirements needed to meet the desired technology solution, this includes the £26,400 per annum cost of the pro-actis (marketplace) solution
      7. It is expected that the automated P2P process will be in place at the commencement of and throughout the lifetime of the contract. The neutral vend supply and client direct worker service is also expected to be in place at the commencement of the contract and assumes that existing direct workers will be able to transfer to the client direct pool from contract commencement.
      8. It is also expected that ECC will modernise the automated P2P process in the lifetime of this contract and the plans for this are yet to be finalised. However, it is anticipated that we will be looking to move away from flat file integration, moving towards web services or API data integration. ECC will work with our chose provider to achieve this change and would expect to supplier to support this change at no cost to ECC. We would expect any supplier submitting a bid to be confident in their ability to deliver an automated P2P solution via web services or API data integration.
   5. Other Key Service Requirements
      1. The supplier must deliver a service which represents and continues to represent excellent value for money in light of pressures on spending that continue to exist within the public sector.
      2. All of the above services will need to reflect ECC’s values and behaviours; specifically we require all services to:
         1. *Be fair and transparent*: Candidates will be treated with dignity and respect and without discrimination; and will be assessed fairly and consistently. Selection will be based on individual merit and ability, and assessed against the qualifications, skills and competencies required to do the job.
         2. Enable and support ECC’s organisational strategy: Suppliers will ensure that they maintain and develop social responsibility initiatives through recruitment and supply chain engagement, for example supporting the Authorities Disability Confident initiatives; reaching out to minority groups etc.
         3. Deliver quality and consistent services: ECC intends to attract the best candidates from diverse backgrounds and we expect their journey as a candidate and employee to reflect our value proposition as a responsible and attractive employer.
         4. Ensure that providers are able to articulate these resourcing challenges into successful campaigns: These will be focused on taking proactive action to source candidates and other resourcing solutions through the talent pool technology and the supply chain.
         5. Demonstrate delivery of expected outcomes: This will include measurable key performance indicators; agreed service levels; delivery of continuous improvement; and value for money. In addition, we will expect providers to challenge ECC and the supply chain to continuously review costs and benchmark itself against the external market.
         6. Deliver a user-friendly reporting solution to report operational and transactional information to a wider number of users across the organisation: Specifically management information will provide a true and accurate reflection of the provider’s performance and delivery, to facilitate trend identification, to inform decisions and to drive continuous improvement.
         7. Deliver flexible and fit for purpose solutions which drive high levels of performance. These will deliver outcomes which support ECC’s commitment to optimise candidate and service user experience; and enable our self-service approach.
         8. Calls made to the supplier by ECC and candidates will not be charged at a premium rate.
2. **Key Dates**
   1. The service commencement date is expected to be 24th November 2021. A transition period is expected between award until the current contract expires on 23 November 2021. The transition will include the following key activities:
      * Design and testing of interfaces to achieve a P2P process
      * Transfer of temporary workers from the existing to the new supplier
      * Cutover of systems and processes from existing to new supplier
      * Relationship development
   2. The contract completion date is expected to be 23 November 2025.
   3. ECC is currently replacing its existing financial systems, due to go live October 2021, however if there is any slippage to this implementation then the service commencement date will be pushed back so that full UAT can be carried out prior to go live.
3. **Detailed Statement of Technical Requirements**
   1. The following section sets out ECC’s technical requirements in respect of the three service elements:
   2. Temporary Worker Service Provider Requirements
      1. The Supplier shall be the technology interface for all new and existing direct temporary workers and those sourced by ECC from our own agency Supply chain.
      2. The Supplier’s systems will clearly flag the fees applied to each source of candidate submitted to show the direct vs Supplier and agency costs; with a breakdown of relevant cost elements.
      3. The supplier will:
         1. onboard all temporary workers to the pay and bill technology within 24 hours of receipt of a compliant worker from ECC and all required engagement documentation from the candidate.
         2. ensure that all directly sourced workers are engaged on a contract for services and that they have a consistently positive experience throughout their tenure as a temporary worker at ECC in respect of engagement, timesheet and payroll.
         3. be responsible for full transparent and clear reporting to ECC of the overall cost of Temporary workers for budgetary purposes including full transparency on statutory costs and supplier fees.
         4. ensure weekly payroll of direct staff and agency billing is accurate with all legislative deductions made in respect of the worker type.
         5. ensure that all direct workers have the appropriate contract for services in place, reflecting their working arrangement e.g. PAYE, Ltd etc
         6. Provide a weekly report to ECC of all pay rolled direct workers and agency timesheets including (but not limited to) original start date, IR35 scope, pay rate, nature of work e.g., as and when, invoice total FY to date for each worker. The full parameters of this weekly report will be agreed in implementation with our chosen provider, we would also expect to receive this report monthly and at the end of each financial year.
         7. Provide a weekly report of all agency workers on site and the total billing to ECC supply chain agencies FY to date, by individual worker.
         8. ensure the technology is able to facilitate additional fields for ECC to input data on each worker on site that are fully reportable so that ECC can quickly and easily run the reports required to analyse our temporary workforce. These additional field will be agreed with our chosen partner as part of the implementation but the technology platform must be agile enough to include additional fields at ECC request so long as is reasonable.
         9. Facilitate both the approval and rejection of submitted timesheets by ECC hiring managers in a seamless manner.
         10. ensure their technology can provide MI reports set out in Appendix D
         11. ensure feedback mechanisms are in place for all temporary and interim candidates relating to their assignment and their experience of your service provision.
         12. ensure that Temporary Workers are aware that they must submit their timesheet prior to the agreed deadline to enable the Hiring Manager to approve the timesheet.
         13. ensure that *all* Temporary Workers are compliant and meet ECC, Legal and Regulatory requirements including Ofsted before commencement of assignment at ECC within the time to start/hire KPIs.
         14. ensure that temporary workers are given clear instructions in advance of their assignment including matters such as health and safety, data protection, code of conduct, time-booking etc.
         15. Provide timely and accurate payroll advice and guidance to direct temporary workers and ECC staff with customer service at the heart of the experience
         16. All ECC candidate queries must be responded to within 24 hours and resolved where reasonably possible within 48 hours. The supplier communication to ECC temporary workers will represent exemplary customer service, provide detailed reasoning and answer all candidate queries in a full and satisfactory manner.
      4. The Supplier will ensure that all regulatory requirements are met in respect of the workers; this includes but is not limited to: assessment and verification for IR35; ensuring appropriate payroll deductions are made at source; provision of pensions auto-enrolment; alignment of rate card to comparator rates in accordance with the Agency Worker Regulations; Working Time Directive; Right to Work; DBS/compliance; and Sponsorship.
      5. For out of scope workers ECC will provide the supplier with required legislative documentary evidence (HMRC toolkit test, SDS statement etc) A full process map for hires outside of IR35 will be developed in partnership with our chosen provider and will be recoded in the contract between both parties for absolute clarity on responsibilities.
      6. The Supplier will notify the ECC resourcing team of the end date of the Temporary Worker assignment within agreed timescales and ensure that the Temporary Worker is informed and/or made aware of any extension to their assignment.
      7. All direct workers at ECC are onboarded for 26 weeks with a PO provided to our suppliers for 26 weeks. The supplier must notify ECC if the PO looks likely to run our prior to the 26 week mark to enable ECC to provide a new PO via automated P2P integrations
      8. The supplier technology must allow ECC to extend workers in advance of the 26 week anniversary and that the technology is able to automatically obtain a new PO via existing integrations without manual intervention.
      9. During implementation and throughout the lifetime of the contract ECC reserves the right to migrate all temporary workers from the Supplier and/or agencies directly into ECC’s talent pool. Migration rules will be set by ECC and will include consideration around tenure, cost and risk.
      10. The Supplier will undertake to ensure that all Temporary Workers are completely aware that at no time will ECC class a temporary agency worker as an employee. The Supplier is responsible for the conduct, negligence, performance and quality of temporary workers and other employment matters.
      11. Fulfilment of a request shall be defined as the onboarding of a suitable Temporary Worker, with all legislative and contractual requirements in place and with the worker being able to submit time and be paid.
      12. The Supplier shall aim to fulfil 100% of each Customer’s requirements. Appropriate targets will be established prior to contract commencement.
      13. The supplier shall be wholly responsible for the contracting and payroll of all ECC direct temporary workers and will respond to all payroll queries in a timely manner, demonstrating a high level of customer service and ensuring ECC upholds a positive reputation in their communication with our temporary staff.
      14. If the Supplier falls below the service level agreements put in place during implementation for more than 2 consecutive months ECC shall require an exception report detailing the action being taken by provider to remedy the situation and the timescale for rectification. Until the service provided meets the required level an update report shall be submitted to the Customer’s nominated Contract Manager on a regular basis.
      15. Agency workers will be sourced by ECC via our directly managed supply chain and passed to the supplier when fully compliant for the purpose of the supplier making payment to agency suppliers and billing to ECC, in line with ECC’s contractual obligations to our suppliers and on receipt of an approved timesheet by an ECC hiring manager.
      16. Payroll services will ensure that appropriate contracts are issued for the engagement of workers, appropriate deductions are made; and workers are paid correctly and on time via the purchase to pay process.
      17. ECC will be exploring the options for future temporary worker supply through the duration of this contract, which is likely to include the continuation of talent pooling solutions with wrap-around services. We expect our provider to support continuous improvement throughout the contract and to collaboratively respond to market changes and opportunities for innovation with ECC
      18. The provider will ensure that all requirements specified in Section 8.2 for neutral vend workers are applied to client direct workers.
      19. ECC reserves the right to change our talent pool technology platform, ATS, management and service delivery arrangements at any point during the lifetime of the contract. We require our provider to be agile with the integrations within this contract and to change them when required should ECC technology changes require this.
      20. The end to end process (in line with all requirements laid out in this core specification), will be clearly defined and documented within the Service Level Agreement (SLA). The SLA will include clear lines of responsibility, escalation and accountability) between the Supplier and the ECC.
      21. The Service Level Agreement will be effectively communicated and embedded by both the Supplier and ECC to the stakeholder and Hiring Manager communities during implementation and refreshed as the service develops during the contract duration.
      22. The process must be fully automated; with the Supplier’s system/s including providing an automated purchase to pay process so that end users are not required to access more than one system for temporary worker services.
   3. Safeguarding and Pre-engagement Checks (Compliance)
      1. ECC are committed to engaging a workforce that is compliant with all legislative and safeguarding requirements. The processes required to deliver this outcome are taken seriously by ECC and the provider is required to review and update these checks to ensure safeguarding standards are adhered to.
      2. The supplier will ensure that:
      3. robust arrangements are in place and agreed with ECC to supply a compliant temporary worker population where all legal, regulatory and ECC requirements have been met in respect of pre-engagement checks.
      4. all individuals engaged in safeguarding and on-boarding activity have up to date training, knowledge and expertise to undertake the necessary and pre-employment checks and on-boarding services
      5. evidence is obtained to show that checks have been completed in hard copy or electronic as required by ECC.
      6. data protection consents are obtained from the Temporary Worker and passed to ECC as required under the General Data Protection Regulations 2018 to permit ECC to check references using ECC’s own client databases
      7. in the event of receiving information which gives reasonable cause to believe that a Temporary Worker is unsuitable for the assignment, the Hiring Manager is notified before the commencement of employment where possible; in any case where non-compliance issues are identified, these must be notified immediately to ECC
      8. the supplier will work collaboratively with ECC to define responsibilities for obtaining compliance documentation in line with legislative requirements and to ensure both ECC and the supplier are satisfied the joint process with meet all legislative and statutory requirements.
      9. it is anticipated ECC will conduct and obtain DBS checks for direct temporary staff
      10. it is anticipated that ECC and the supplier will share the responsibility for all other pre employment checks and that this will be agreed by both parties in a way which gives assurances to each that they are meeting their statutory requirements, this will be fully process mapped and recorded in the contract between both parties
      11. it is anticipated that the supplier will be responsible for the validation of right to work documentation, candidate self-declarations, appropriate insurances and other requirements the supplier will be legislated to check, this will be agreed jointly in implementation.
      12. ECC do not anticipate any additional charges for the provision of pre employment checks.
      13. It is anticipated that all workers sourced via the ECC supply chain DPS will be the responsibility of ECC to ensure that the agency has met the mandatory compliance requirements before passing to our partner to manage the timesheet of agency candidates and pay and bill of supply chain.
      14. The Supplier will demonstrate an agile approach to implementation of procedural changes where amendment or addition is required due to changes in legislation or customer requirements.
      15. Those engaged in safeguarding activity will raise any concerns with ECC where they feel there are inconsistencies with any pre-employment checks provided.
      16. Regular audits of 3rd party agencies will be conducted by ECC.
      17. Regular audits of direct hire compliance requirements that are the responsibility of the service provider for direct hires, will be conducted by ECC.
      18. ECC will ensure that all direct Temporary Workers who require a DBS check, have that DBS Check renewed via the DBS on-line update service as long as they remain in their assignment with ECC.
      19. Where the necessary pre-engagement checks are not satisfied, the provider will formally alert ECC to this effect.
      20. Medical clearance checks shall be provided by ECC
      21. A detailed set of vetting and compliance requirements will be agreed with the provider as part of the implementation to satisfy both parties.
   4. Purchase to Pay (P2P) Technology Requirements
      1. *Background*
         1. ECC has a fully automated process linking recruitment to our P2P processes. This removes duplication of effort and improves the quality of data and enables first time matching for invoice payment. The outline of the process is that a requisition is raised within a recruitment system, once approved this generates a pre-approved purchase order that is transmitted via our financial system and ordering system to the Vendor.
         2. The purchase order number is held on the VMS system and is then quoted on timesheets and invoices that are submitted to ECC by the vendor by agreed electronic methods.
      2. *P2P Requirements*
         1. Our requirements are that this end to end process is maintained with a minimum of the following:-

|  |  |
| --- | --- |
| Recruitment system | Ability to hold standing data e.g. location, budget, cost centres |
| Recruitment system | Ability to create a file to transfer approved requisition data to our Financial system to create an approved purchase order (including mandatory data) via SFTP  (Format to be provided during implementation) |
| Vendor Management System | Ability to hold a Purchase order number and link it to the requisition created in the recruitment system |
| Vendor Management Systems | Ability to create a file to transfer approved timesheet and expenses data to our Financial system to be registered as an approved receipt against a Purchase order via SFTP  This must match our required file format  (Format to be provided during implementation) |
| Invoice | Ability to submit electronic invoices in the required ECC format  (Format to be provided during implementation) |

* + 1. *Overview*

An overview of the current P2P workflows is provided in the following diagram (please note this is intended a guide only and subject to change):



The advantages of this automated approach include:

* hiring managers only needing to raise an approved vacancy once, in one system
* the dataflows enable purchase orders to be raised automatically resulting in no double entry; avoiding keying errors
* the supplier is not required to re-enter requisition details into the VMS
* the set value of the PO in the system ensures that there is no overspend
* invoices are generated automatically by the system
* the automated workflows help avoid aged debt.
  + 1. *Workflows* 
       1. These workflows are currently achieved through data transfer of CSV and TXT files between ECC systems and the supplier systems; an overview of the interfaces is provided in the following diagram:



* + - 1. ECC requires the supplier to put in place arrangements to enable this automated P2P approach, or any subsequent system that may replace this, to continue from the commencement, and through the duration, of the contract.
      2. Appendix C provides an overview of the workflows and data sets required to support the automated P2P approach, along with the frequency of file transfers. This is subject to change due to our intention to implement new corporate systems, but we do not expect these change to be significant.
    1. *Implementation* 
       1. The supplier will work with ECC from the point of award through an agreed transition period before the commencement of temporary worker support services to scope a project implementation plan to deliver an automated P2P process. This process will be fully tested end to end and deployable before go live to allow for a sufficient cut-over period from the current supplier.
       2. The project plan will include the development of a Responsibility Assignment Matrix (RACI) jointly owned between ECC and the supplier. This RACI will inform the development of an early life support plan.
  1. Social Responsibility
     1. Recognised as‘Excellent’ by the Local Government Association (LGA). ECC was commended in all five areas of the [Equality framework for local government](http://www.essex.gov.uk/Your-Council/Strategies-Policies/Equality-diversity/Pages/Equality-framework-for-local-government.aspx), first awarded to us in 2012.
     2. We recognise the inequalities in our communities and ensure our work reduces this, giving support to the most vulnerable groups. We aim to create an inclusive environment in everything we do and expect everyone who works at ECC to be treated and to treat everyone else with dignity and respect.
     3. In order for us to continue to make a difference, and to ensure equality, diversity and inclusiveness, ECC requires the supplier to ensure that every effort is made to extend ECC’s reach into the community and to provide equal access to work opportunities.
     4. The supplier will also work with ECC to build a social responsibility action plan which helps support our community priorities; and work with partner organisations and the supply chain to deliver the initiatives we have jointly agreed.
     5. This co-operative approach between suppliers will ensure help to both support people back in to the work place and to optimise ECC’s objective to achieve and sustain a diverse and inclusive workforce.
  2. Apprenticeships
     1. The supplier will need to demonstrate how the levy deducted from the payroll will and has supported apprenticeships. This could be through the transfer of the levy to ECC or small to medium enterprises which deliver goods and services in Essex; or through targeted apprenticeship programmes that deliver the skills and capability into the temporary worker supply labour market.
  3. Legislative Requirements
     1. The Supplier will ensure full compliance with the Data Protection Act (DPA) 2018 and General Data Protection Regulations (GDPR).
     2. Maintain ECC pay rates and a rate card for Temporary Workers which ensures ECC are compliant with Agency Worker Regulations and is also to ensure contract has benchmarking provision on a regular basis, against similar organisations and local market. Supplier technology should be agile enough for ECC to record permanent equivalent salaries to enable ongoing detailed comparison of AWR compliance.
     3. The supplier will ensure that all relevant Temporary Workers accrue and are paid holiday entitlement in accordance with Working Time Regulations and Agency Worker Regulations.
     4. The supplier will make all pension auto-enrolment payments to the agency workforce and be accountable for the administration and accrual of this process.
     5. The provider will be responsible for making all deductions appropriate to PAYE payments for example National Insurance Contributions, Tax, Pension Auto enrolment, Apprenticeship Levy and Annual Leave accrual in line with legislative requirements. All deductions will be included in weekly transparent reporting provided to ECC
     6. The provider will pay each Temporary Worker (and indemnify ECC against non-payment of) the hourly or daily pay rate and other payment and reimbursement to which he/she is entitled to by carrying out work for ECC.
     7. ECC will not be the employer of any Temporary Worker regardless of the terms of engagement between the Temporary Worker and the Provider and/or the Third Party Provider.
     8. Ensure that appropriate assessments are undertaken in conjunction with ECC as the end client in respect of IR35 regulations; and that these outcomes are adequately recorded and monitored.
     9. Provide full access and support in the audit of Applicant files by ECC and to any external regulatory body e.g. Ofsted
     10. ECC are regularly required to provide data in line with or statutory requirements (e.g. FOI) and our business needs. All reporting requests from ECC will be met in full by the provider within 48 of receipt of such a request unless agreed otherwise.
  4. Performance, targets, and monitoring arrangements
     1. Excellent performance and delivery are key to the success of this contract and it is expected that the Supplier will be managed through a collaborative approach alongside Key Performance Indicator targets. The Key Performance Indicators will have Service Credits associated with them as shown below:
* Time to onboard
* Time to clear (compliance)
* Temporary Worker Compliance File Audits
* Candidate satisfaction surveys
* Hiring manager satisfaction surveys
* Payroll accuracy
* Complaint resolution
* MI quality and accuracy
* Increased direct client worker baseline
* Delivery of continuous improvement activities
* Social responsibility
* Legislative compliance
  + 1. KPI performance will be measured from the commencement date.
    2. In the first year of the Term 0.4% of total cost (for the purposes of KPIs, total cost is defined as the total of all spend made through the contract) for the previous quarter to be put at risk for the potential payment of Service Credits for each month of the following quarter. Based on an assumed total cost of £17.5 million per year, this would equate to £5833 being put at risk per month in the first year of the Term. For each Year thereafter the total cost of the previous year will be used to calculate the Service Credit cap, using the 0.4% calculation. At the start of each quarter ECC will advise which KPIs will be assessed in that quarter in relation to the Service Credit allocation described above. The Service Credit allocation each quarter will be apportioned to not less than 3 KPIs, up to a maximum of all KPIs. KPIs and SLAs to agreed prior to implementation.
    3. KPI performance will be measured monthly as part of the MI reporting and aligned with monthly review meetings.
    4. Any Service Credits due will be paid to ECC quarterly in arrears.
    5. As a minimum the following review meetings will be required as part of the ongoing Contract Management process of the Agreement. The full list of attendees can be agreed between ECC and Supplier, but as a guide the details are as follows:
* Monthly performance review meeting – Operational Leads from both organisations
* Quarterly Steering Board – Strategic & operational leads from both organisations
* Annual Review - Senior Leaders and strategic leads from both organisations
* This list is not exhaustive, and the Supplier will be required to support ECC by attending regular service meetings to be agreed by both parties.
  1. Continuous Improvement
     1. The Supplier must establish a process of year-on-year improvements, by setting measurement tools at the beginning of each year of the contract in agreement with ECC. The Supplier shall be mindful of future developments and ensure that the service offer will be able to be developed to meet future requirements which will be measured against the relevant year’s baseline.
     2. Service delivery proposals offered must include direct cost savings that are delivered transparently on a year-on-year basis as well as indirect cost savings through process, technology and other efficiencies. Savings should be calculated on a 2019/20 baseline initially and reviewed and updated at the end of each year in consultation with ECC.

The Supplier will regularly undertake a review of ECC’s Temporary workforce in relation to: numbers of workers, pay rates and length of service and therefore costs. The Supplier will be required to report data to this effect on a quarterly basis as a minimum to enable ECC to ensure that the resourcing solution for the temporary worker population remains appropriate.

* + 1. The Supplier shall undertake benchmarking in accordance with the Contract and shall, where requested, revise the price where such benchmarking identifies that ECC could achieve better value.
    2. The Supplier must adopt a 360 degree approach to quality, ensuring views from all participants in the process are gathered, measured and fed back enabling ongoing, valid Service improvement. Such as the requirement to undertake initial and on-going quality check calls and surveys on Temporary and Candidate hires measured though KPIs.
    3. The Supplier shall ensure continuous improvement by utilising feedback received both from jointly agreed surveys and other feedback mechanisms undertaken and otherwise to improve and update their procedures and processes, as well as suggesting any improvements ECC could make internally. This will be a key component of a continuous improvement plan. This will ensure Service delivery is effective and fit for purpose not just on the Operational Services Commencement Date but throughout the entire Term.
    4. That all opportunities for continuous improvement on both sides are explored and realised where possible and; that the Contract develops over time to realise all commercial and community benefits for both organisations.
  1. Intellectual Property Rights
     1. Copyright, patent rights or other intellectual property rights and title in any material specifically created for the Authority as part of the delivery against these requirements shall vest in the Authority unless otherwise expressly agreed or approved by the Authority in writing.
  2. Training requirements, knowledge transfer
     1. As part of the transition, the supplier will work with ECC to identify training and service support requirements for hiring managers, temporary workers, and new candidates from the commencement of the services. This activity will be scoped, agreed and reflected in the transition project plan owned jointly by ECC and the supplier.
  3. Business Continuity
     1. The Supplier will provide ECC with an overview of its corporate business continuity plan which identified the key services, and mitigations, that will be used in the delivery of these services.
     2. ECC and the supplier will complete a business impact assessment and agree a business continuity plan/s which includes, within 6 months of the commencement date, but may not be limited to, the following scenarios:
        1. P2P technology/automated process failure
        2. Any other technology failure which impacts service delivery; e.g. ATS/VMS unavailability
        3. Suppliers ability to provide the services; e.g. as a result of the business ceasing to trade.
     3. A Risks and Issues log will be maintained throughout the lifetime of this agreement and will be reviewed on a quarterly basis, or whenever a risk or issue is identified.
  4. Decommissioning & Disposal

Exit Plan– The preferred bidder shall complete an exit plan following award of contract (using the template in Schedule 13 Exit of the contract), this may include (but is not limited to);

* + - Hand-over process, transition between providers
    - Transition of Temporary Workers
    - Software and Licences
    - Intellectual Property Rights
    - TUPE
    - Training and Knowledge transfer
    - Support arrangements
    - Decommissioning & Disposal
    1. As a minimum the provider will be required to transfer all client direct workers to ECC in an agreed data transfer format at termination of the contract at no cost.

1. **Authorities policies**
   1. Council’s Information Policy Requirements - <http://www.essex.gov.uk/Business-Partners/Supplying-Council/Documents/ECC_information_policy_requirements_for_contractors.pdf>.
2. **Insurance and warranties**
   1. Employer’s (Compulsory) liability insurance - £5 million.
   2. Public liability insurance - £10 million.
   3. Professional indemnity insurance - £5 million.
3. **Agreement term**
   1. The Agreement term for this agreement will be four years with an option to extend for a period of 12 month(s). The decision to extend the Agreement with is at the sole discretion of Essex County Council.
   2. With appropriate notice ECC may terminate the Agreement on any of the following ECC Break Point Dates:
      1. On the anniversary of commencement of the agreement.
      2. Upon review every six months thereafter.
4. **E-Procurement Requirements**
   1. Overview
      1. Essex County Council has implemented a fully automated Purchase to Pay system. Purchase to Pay enables the full purchasing and payment process to be carried out on-line, from order creation and authorisation to receipting and invoice matching. It is easier, faster and more efficient than conventional purchasing processes.
      2. Marketplace is a Proactis Solution. It is a web based system used by Essex County Council to submit purchase orders electronically and receive and process e-invoices and e-credits.
      3. The Marketplace supplier interface is both simple and secure. All the successful bidders will need to access Marketplace using an Internet browser. Marketplace supports the latest release of web browser technologies, for example, Internet Explorer, Firefox, Safari etc.
   2. Electronic Ordering
      1. A record on Marketplace will be created for the successful bidder and a user ID and password will be issued via e-mail.
      2. The user ID and password will allow the successful bidder to:

* View their purchase orders online
* Update their status
* Notify delivery
* Submit and monitor the status of electronic invoices and credits, once they have been submitted.
  + 1. Purchase orders will be sent electronically to the successful bidder’s central e-mail address
  1. Emailed Purchase Orders
     1. Orders will be sent electronically, via Marketplace, to the successful bidder’s preferred central e-mail address from the contract start date. To ensure continuity of service, the successful bidder will be responsible for ensuring that orders are processed quickly and efficiently. It is therefore not advisable to provide individual e-mail addresses unless appropriate access is available, to ensure that orders are still processed if the main contact is unavailable. There is no transaction charge for e-mail orders which are sent to a preferred central e-mail address, via Marketplace.
  2. Electronic Invoicing
     1. The successful bidder will be expected to submit electronic invoices and credit notes via Marketplace by utilising the PO Flip method from the contract start date. On approval of the electronic invoice an automatic payment will be made via BACS, direct to the successful bidder’s bank account, in line with Essex County Council’s contracted payment terms. In addition to the above, the successful bidder will be able to view the status of their invoices, via the Marketplace system.
  3. Purchase Order Flip (PO Flip)
     1. The successful bidder will be able to gain access to the Marketplace system via a web browser, to view their Purchase Orders and turn any outstanding Purchase Orders into electronic invoices, by choosing the PO Flip method. There is no charge for this method.

Further information about all of the above can be found on ECC’s website: <http://www.essex.gov.uk/Business-Partners/Supplying-Council/Pages/IDeA-Marketplace.aspx>

* 1. Please be aware, the successful bidder will also be registered onto ECC’s Finance system, Oracle. They will in turn receive a registration email to activate their iSupplier portal account. This account is used to:
* View the status of invoice payments
* Amend your supplier details e.g. address, contact details, bank details
* Create additional user accounts
  1. E-Procurement Terms of Trading
     1. A preferred central e-mail address, (where orders will be sent electronically via Marketplace) must be provided. It is the responsibility of the supplier/ successful bidder to ensure that they can provide a central e-mail address for orders sent electronically via Marketplace from the contract start date. The Successful Bidder/ Supplier/ Contractor will be asked to submit this e-mail address. It is also the supplier’s/ successful bidder’s responsibility to ensure that continuity of service is maintained at all times and that orders are processed promptly.
     2. All invoices and credit notes must be submitted electronically by the supplier/ successful bidder to Essex County Council and as a minimum must be raised using the PO Flip method via Marketplace from the contract start date.
     3. Goods/Services should only be provided/carried out on receipt of an Official Purchase Order which has been issued via Marketplace by the Authority.
     4. The Successful Bidder assumes full responsibility for ensuring that programs or other data downloaded uploaded or in any way transmitted electronically to the Authority are free from viruses, or any other items of a destructive nature whatsoever. The Authority makes every effort to virus check information made available for download from Marketplace. The Authority cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from Marketplace. The Authority recommends that users recheck all downloaded material with their own virus check software.

1. **Commercial Response**
   1. The Tenderer is to complete the Pricing Matrix provided with this tender.

#### Appendix A

**Temporary Worker Categories and Descriptors**

**Admin and Clerical**

Definition – Providing admin/clerical support typically in grades H-J.

Examples:

* Corporate Operations Assistant
* Library Assistant

**Operational**

Definition – Non desk based work typically in grades H-J.

Examples:

* Drivers
* Catering
* Facilities
* Youth Support Work

**Social Care Unqualified**

Definition – Work supporting social care functions but not requiring qualification or registration with professional bodies.

Examples:

* Support Workers
* Community Support Workers

**Social Care Domiciliary Care**

Definition – Work within a service user’s home or similar setting

Examples:

* Personal Advisors/Care Assistants

**Social Care Qualified**

Definition – Work within social care function requiring qualification and registration with professional bodies (HCPC).

Examples:

* Social Worker
* Senior Practitioner
* Team Manager
* Mental Health Practitioner
* Occupational Therapist

**Professional**

Definition - Requiring a professional qualification (i.e. Solicitor, Specialist Teacher). Typically grade E-G and a vacancy on organisational structure.

Examples:

* Domestic Abuse Co-ordinator
* Pensions Advisor
* Associates – e.g. solicitors, tutors
* Finance Business Partner/Financial Accountant
* Independent Panel Member
* People Business Partner
* Category Contract Manager
* Planner/QS
* Environment Manager

Casual Workers:

ECC has a number of casual temporary workers as part of our overall temporary/interim worker population. These casual staff work on an ‘as and when required’ basis depending on service and seasonal requirements and availability is needed county wide. Our casual workforce can be required at short notice to cover unexpected absence or unplanned peaks, as such their compliance must be maintained at all times. Some examples of the casual workforce can include but are not limited to the following;

* Domestic Assistants
* Catering Assistants
* Outdoors Centre Instructors
* Park Rangers
* Drivers
* Cycling Instructors
* Tutors
* Care Assistants
* Adult Social Care Social Workers (paid per assessment)
* Occupational Therapists (paid per assessment)

**Interim**

Definition - Project based consultant for specific piece of work rather than an ongoing role on the structure skills and knowledge required usually specialist in nature.

**Executive Interim**

Definition - Typically Grade A-C, and/or within layer 1 -3 in the organisation, i.e. Exec Directors and Directors and Heads of Service

Note: The employee comparator grades stated in this document refer to the main pay grade “Essex Pay”. More information about Essex County Council’s pay policy can be found on our [website](https://www.essex.gov.uk/Your-Council/Council-Spending/Pages/Pay-Policy.aspx).

#### Appendix: B

#### Vetting and compliance with policy and legislation

1. The Supplier in partnership with ECC will carry out the vetting and compliance checks / verification as set out in this section for all direct Temporary Workers provided.
2. During implementation, the Customer will define whether they require the provider to include the vetting, compliance and authentication of Talent Pool Workers as part of their processes.
3. Regardless of which option is selected, all approved compliance documents, reports and compliance stage/status must form part of the Workers record in the technology Platform in order for it to be included in matching criteria for high risk roles. All expiry dates must also be housed in the technology platform to enable ongoing compliance.
4. Any waivers (for low risk compliance requirements) approved by the Customer must be time and date stamped with an automatic trigger to switch the Worker to non-compliant status if all outstanding documents haven’t been obtained and verified within the agreed timeframe. An automated approval process must be in place to sign off the waiver for original and extended waivers.
5. The provider will be able to run digital Vetting and Compliance for all workers, which, if the Customer requests or chooses, may also be requested to run the full process for Agency supplied Workers. This will be decided as part of the Agency supply chain consideration during implementation and throughout the contract duration. The Compliance module must therefore have the capability to provide this service in full to the Customer and the Agencies.
6. For all Workers the Technology Platform including the digital Compliance platform (as specified above) and/or the Supplier’s processes and systems the following shall apply:
   1. The Supplier shall verify the identity and nationality of Agency Workers in accordance with UK Border and Immigration Agency guidelines and codes of practice. The Provider shall ensure suitable processes and procedures are in place to ensure that any permits granted to the Temporary Agency Worker are checked in advance of expiry in order that the Customer is not at risk of employing someone who is not eligible to work in the UK.
   2. ECC or the Provider shall ensure that any qualifications held by the Temporary Agency Worker in order to meet the Authorised Officer’s person specification are verified appropriately, having had sight of the original certificates. Certified photocopies of qualification certificates are to be held on file throughout the duration of a placement and for a period of at least 5 years to comply with the Customers’ audit regulations.
7. In relation to the Immigration, Asylum and Nationality Act 2006 and any other relevant legislation and/or code of practice: The Provider shall be required to comply with the requirements of the Asylum and Immigration Act 2006 and shall be responsible for checking that all Temporary Agency Workers have the right to work in the United Kingdom either as a British Citizen or that necessary permits have been obtained and this should be evidenced in the Workers employment portfolio. All certified photocopies are to be retained on file throughout the duration of a placement and for a period of at least 5 years to comply with the Customers’ audit regulations. Evidence of this may be required of the Temporary Agency Worker when they attend the Assignment.
8. The Supplier should ensure that they have procedures for monitoring relevant clearance / visas on an ongoing basis allowing Temporary Agency Workers to work in different areas. This will involve monitoring status, expiry dates and hours worked and ensuring that visas / work permits do not restrict where the Temporary Agency Worker can work.
9. The Supplier is required to comply with all current as well as future legislation in respect of the Agency Worker Regulations, and any other relevant legislation to make certain that the requirements of such legislation is being met throughout the duration of the Contract period.
10. ECC will ensure that Agencies, where used, put forward Candidates on whom they hold and maintain up to date information that meets ECC compliance requirements.
11. For direct Workers, ECC and the provider will agree appropriate responsibilities for ensuring direct Workers hold:
    1. A 2 year employment history (5 for those in Health & Social Care Job Categories), together with a satisfactory explanation of any gaps of 4 weeks or more in employment, including where owing to a disability
    2. A signed application form or Curriculum Vitae (CV)
    3. Documentary evidence of all relevant qualifications
    4. Proof of NI number for Right to Work where a passport is not available
    5. Eligibility to work in the UK - in line with current Government requirements
    6. Proof of identity as outlined in the Right to Work legislation.
    7. 2 written references, 1 which is from the most recent previous employer. Where written references are not possible, for lower skilled roles 2 verbal references should be obtained and backed up with suitable written evidence that these were undertaken.
12. If required for the role DBS/PVG disclosure check which is appropriate to the role offered i.e. the relevant barred list children / adult has been checked. The following data will be kept on file for all checks undertaken:
    1. DBS / PVG Reference Number
    2. Temporary Worker Full Name as it appeared on the DBS / PVG CertificateDBS / PVG Issue Date
    3. DBS / PVG Level of Check
    4. Name of Employer as it appears of DBS / PVG Certificate
    5. Portable DBS checks are not allowed unless the Temporary Worker is a member of the Update Service. Where the Update Service is used a record of when this check was carried out will be held on the Temporary Workers File.
    6. Details of any unspent criminal offences including where detailed on Candidate’s DBS/PVG disclosure.
    7. Where the role requires the asking of an exempted question defined in the Rehabilitation of Offenders Act then details of any spent or unspent criminal offences including where detailed on Candidate’s DBS/PVG disclosure.
    8. Where applicable to the role Driving licence / motor vehicle insurance and a current MOT certificate
    9. Professional memberships; i.e. for security staff professionals valid SIA registration is required and must be renewed before the expiry date, not after the expiry date.
13. The following additional checks will be carried out where the Temporary Worker is completing work in an environment where they will have access to Children or Vulnerable Adults:
    1. Where applicable rehabilitation of offender’s declaration signed and dated.
    2. DBS/PVG disclosure check which is appropriate to the role offered i.e. the relevant barred list children / adult has been checked. The following data will be kept on file for all checks undertaken
    3. DBS / PVG Reference Number
    4. Temporary Worker Full Name as it appeared on the DBS / PVG Certificate
    5. DBS / PVG Issue Date
    6. DBS / PVG Level of Check
    7. Name of Employer as it appears of DBS / PVG Certificate
    8. Details of any unspent criminal offences including where detailed on Candidate’s DBS/PVG disclosure.
14. Where the role requires the asking of an exempted question defined in the Rehabilitation of Offenders Act then details of any spent or unspent criminal offences including where detailed on Candidate’s DBS/PVG disclosure.
15. Where information gained during the recruitment compliance process **needs** to be shared with the Customer this will be within the guidelines set out in the DBS Code of Practice or any other relevant ECC code of practice or legislation in effect at the time.
16. Overseas candidates’ police checks should be obtained where a candidate has worked or lived overseas during the last 5 years for a period of 12 months or more.
17. Overseas qualified social workers must be able to provide their qualifications and be registered with the HCPC/CCW/SSSC. Checks to both identify and verify the qualifications must be in place.
18. Secure retention of all records in relation to safeguarding, in line with the Data Protection Act 2018, must be kept for 2 years after the worker leaves the post.
19. ECC will be responsible for validating the accuracy of the information supplied by all Agencies
20. A number of jobs may have a requirement for additional checks to be undertaken on Temporary Agency Workers before they are put forward for placement to any Customer. These will be identified by Hiring Managers at the implementation stage of the contract, and if required a charging structure agreed for the provision of this service. Charges will not be raised where checks have already been made and evidenced to the satisfaction of the Customer.
21. The Provider and ECC will ensure direct Workers comply with the requirements of the DBS and that the hiring Manager is shown a copy of the disclosure prior to the commencement of the Assignment. The Provider and ECC is also required to be compliant with the Safer Recruitment in Education Guidance and to hold the DfE Quality Mark for Education, if providing roles within the Primary and Secondary Education role of the education sector.
22. The Provider and ECC must ensure that the Customer is informed where a Candidate is under investigation from external agencies. This includes but is not limited to, the HCPC / CCW / SSSC.
23. The provider and ECC must ensure that if they are onboarding Direct workers, and they receive ‘additional information’ about a Candidate from the DBS that a Chief Constable considers relevant to the post applied for and where this cannot be shared with the Customer, this may well affect their ability to be engaged to fulfil an Assignment. Such a Candidate will not be allocated any Assignment within the Customer organisation which involves working in areas requiring a DBS check.
24. The Provider must also ensure that direct Workers make a signed and dated declaration regarding unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974. A copy must be held on file by the Provider and form part of their risk assessment process. Existing Temporary Agency Workers and new applicants for temporary work who have a previous criminal record should only commence work after the approval of ECC is sought. All applicants for placement at any of the Customers must be informed in writing that undeclared criminal convictions which subsequently become known may result in ECC instructing the Supplier that the Temporary Agency Worker may be removed from the delivery of services. If a Temporary Agency Worker is convicted of an offence whilst on Assignment, the Supplier shall notify the Customer immediately and seek to reach agreement on the appropriate course of action. Generally speaking this shall not include motoring offences though for certain posts motoring offences may need to be reviewed. ECC shall agree with the Supplier which posts motoring offences must be reviewed.
25. All of this appendix should be the basis for the Audit checks to be undertaken.

**Appendix C**

P2P Detailed Specification

The workflows required for each of the interfaces are outlined below (intended as a guide only):

Fig 1. Pre-approved Orders and GRN/Timesheet Data Flow



# Fig 2. eInvoicing Data Flow



# Fig 3. Standing Data Flow



In order for pre-approved Purchase Orders to be generated, approved offer details containing requisition and candidate data will be passed from the ATS to the supplier VMS. Once the data has been received the supplier will be able to create the engagement records and trigger the Purchase Order process.

This following details the requirements for the integration of requisition and candidate data from ATS into the VMS.

ECC ATS Requisition Import

The ECC ATS Requisition Import will import approved requisitions to the supplier’s VMS for the association of offered Candidates and the creation of Engagement records by the supplier to trigger the PO number generation process. An overview of the general information, process details, file requirements and scheduling is given in the table below, which is subject to change for guidance only:

| General Info |  |
| --- | --- |
| **Interface Description** | Requisition Import |
| **Originating System** | ATS |
| **Destination System** | Supplier VMS |
| Process Details |  |
| **Organization Name** | Essex County Council |
| **Direction** | Inbound |
| **Transport Type** | FTP Drop |
| **Process Name** | ECC ATS Requisition Import |
| **Process Description** | Import of new requisitions for offered candidates |
| **Integration Point** | PF Standard Requisition Import |
| File Requirements |  |
| **File Type** | TXT (tilde pipe delimited) |
| **Encryption** | None |
| **File Name** | Tbc |
| Scheduling |  |
| **Class** | Lightweight |
| **Scheduling Requirements** | Every 10 minutes |
| **Scheduling Details** | Every 10 minutes |

The process will import each requisition where the following criteria are met:

* ALL mandatory fields are NOT NULL
* Imported list data MUST match EXACTLY the corresponding list values held in VMS

The import process will create a unique Requisition and ID for each record in the file successfully imported. The following provides further detail:

1. Failed/rejected records within the import file will be cancelled and no Requisition will be created within VMS
2. If the Req Owner-Internal-ID (Recruiter Username) is not recognized the requisition will not be imported and an error will be written to the log file
3. If the Client Contact-Internal-ID (Hiring Manager Username) is blank or not recognized default to req\_onwer
4. If the Reports To-Internal-ID (Hiring Manager Username) is blank or not recognized default to req\_onwer
5. If the Location Ref Code is not recognized the requisition will not be imported and an error will be written to the log file
6. If the Cost Centre Ref Code (Level T6 Organisation Code) is not recognized the requisition will not be imported and an error will be written to the log file
7. If the GL Ref Code is not recognized the requisition will not be imported and an error will be written to the log file
8. Each Requisition imported will be created with an Open status
9. The requisition distribution will be restricted appropriately.
10. Requisition based email notifications will not be generated by VMS
11. The process will rename the output file when no data is added to the header line. The empty output file will not be uploaded to the ECC file management system from the Fujitsu environment.

ATS Candidate Import

The supplier will be responsible for ensuring the accuracy of data in ATS. The ECC ATS Candidate Import process will create candidate records for offered candidates assigned to requisitions created from data within the same file from ATS. An overview of the general information, process details, file requirements and scheduling is given in the table below:

| General Info |  |
| --- | --- |
| **Interface Description** | ECC ATS Candidate Import |
| **Originating System** | ATS |
| **Destination System** | Supplier VMS |
| Process Details |  |
| **Organization Name** | Essex County Council |
| **Direction** | Inbound |
| **Transport Type** | FTP Drop |
| **Process Name** | ECC ATS Candidate Import |
| **Process Description** | Import of offered candidates |
| **Integration Point** | PF Standard Candidate Import |
| File Requirements |  |
| **File Type** | CSV (tilde pipe delimited) |
| **Encryption** | None |
| **File Name** | Tbc |
| Scheduling |  |
| **Class** | Lightweight |
| **Scheduling Requirements** | Every 10 minutes |
| **Scheduling Details** | Every 10 minutes |
| **Start Date** | Tbc |

The process will import each candidate where the following criteria are met:

* + - * ALL mandatory fields are NOT NULL
      * Client\_Requirement\_ID MUST correspond to the Client Internal Req ID of a requisition in VMS (i.e. the requisition must have been successfully imported)
      * Candidate Email must be in a recognised email address format

The import process will create a unique Candidate and ID for each record in the file successfully imported. The following provides further detail:

1. Failed/rejected records within the import file will be cancelled and no Candidate will be created within VMS
2. If Client\_Requirement\_ID is not recognized the candidate will not be imported and an error will be written to the log file
3. Each Candidate imported will be created with a status of New
4. The Candidate User Login ID will be created in the format
5. FirstNameLastNameClientCandidateID. If the user name already exists the process will assign the candidate to the existing user.
6. The supplier will be responsible for ensuring the accuracy of data in the ATS
7. The supplier will be responsible for completing the candidate submission process prior to engaging the candidate

Pre-Approved Purchase Orders

Pre-approved orders (Engagements) will be created in the VMS and sent to Oracle Purchasing to generate a Purchase Order. This is then transmitted to Proactis Marketplace which then sends the PO Number to the supplier VMS to be added to the engagement. As time and expense data is approved in the VMS, the amounts will then be sent back to Oracle Purchasing to receipt against the Purchase Order.

The ECC Oracle eBS Engagements Export will send new Engagement data to Oracle Purchasing to generate PO Numbers for the corresponding engagement records. An overview of the general information, process details, file requirements and scheduling is given in the table below:

| General Info |  |
| --- | --- |
| **Interface Description** | New Engagements Export |
| **Originating System** | Supplier VMS |
| **Destination System** | Oracle Purchasing |
| Process Details |  |
| **Organization Name** | Essex County Council |
| **Direction** | Outbound |
| **Transport Type** | FTP Pickup |
| **Process Name** | ECC Oracle PO Engagements Export |
| **Process Description** | Export of new Engagements to generate PO numbers |
| **Integration Point** | Custom Extract |
| File Requirements |  |
| **File Type** | CSV |
| **Encryption** | None |
| **File Name** | Tbc |
| Scheduling |  |
| **Class** | Heavyweight |
| **Scheduling Requirements** | Daily |
| **Scheduling Details** | Daily overnight |

The process will extract ALL new engagement records created since the last run date/time of the process. The process will only extract records where the selected cost centre (Function) is at the 5th level of the structure.

Timesheet Export

The ECC Oracle eBS Timesheet Export will send approved timesheet data to Oracle Purchasing for receipt against the Purchase Order. An overview of the general information, process details, file requirements and scheduling is given in the table below:

| General Info |  |
| --- | --- |
| **Interface Description** | Oracle Timesheet Export |
| **Originating System** | Supplier VMS |
| **Destination System** | Oracle Purchasing |
| Process Details |  |
| **Organization Name** | Essex County Council |
| **Direction** | Outbound |
| **Transport Type** | FTP Pickup |
| **Process Name** | ECC Oracle eBS Timesheet Export |
| **Process Description** | Export of approved timesheets to Oracle eBS for receipt |
| **Integration Point** | Custom Extract |
| File Requirements |  |
| **File Type** | CSV |
| **Encryption** | None |
| **File Name** | Tbc |
| Scheduling |  |
| **Class** | Heavyweight |
| **Scheduling Requirements** | Daily |
| **Scheduling Details** | Daily overnight |
| **Start Date** | Tbc |

The process will extract ALL timesheet approved since the last run date/time of the process where the following criteria are met:

* Timesheet status is Approved
* Timesheet Invoice Status is Null
* Engt PO Number is NOT NULL
* Engt Logistics Custom Field 2 (Tempest Assignment ID) is NOT NULL

The process will run BEFORE the ECC Tempest Timesheet Export and will NOT mark extracted timesheets as “Invoiced”

MarketPlace Interface

This section details the requirements for the integrations with Proactis Marketplace; including the PO Number Import for assigning the PO number to the engagement; and the eInvoice Export, sending approved time and expense data to marketplace for invoicing.

The ECC Marketplace PO Import will send Purchase Order data to the supplier VMS to associated newly generated PO Numbers with the corresponding engagement records. An overview of the general information, process details, file requirements and scheduling is given in the table below:

| General Info |  | |
| --- | --- | --- |
| **Interface Description** | PO Number import | |
| **Originating System** | Proactis Marketplace | |
| **Destination System** | Supplier VMS | |
| Process Details | |  |
| **Organization Name** | | Essex County Council |
| **Direction** | | Inbound |
| **Transport Type** | | FTP Drop |
| **Process Name** | | ECC Marketplace PO Import |
| **Process Description** | | Import of PO Numbers to corresponding Engagement IDs |
| **Integration Point** | | Custom Import |
| File Requirements | |  |
| **File Type** | | csv |
| **Encryption** | | None |
| **File Name** | | Essex\_county\_council\_yyyyMMddTmmss.csv |
| Scheduling | |  |
| **Class** | | Heavyweight |
| **Scheduling Requirements** | | Daily |
| **Scheduling Details** | | Daily overnight |

The process will assign PO Numbers from Marketplace to Engagements in VMS.

If there are no POs ready for export when the publisher runs, an empty file containing only the header row will be generated and published.

The following provides further detail:

1. The process will insert the specified Order ID (PO Number) and Money (PO Value) into the engagement matching the specified requisitionID (Client Candidate ID)
2. If a PO number already exists for the specified engagement it will be overwritten
3. If a PO value already exists for the specified engagement it will be overwritten
4. If the specified Client Candidate ID cannot be found, the record will not be processed and an error will be added to the log file
5. If more than one matching Client Candidate ID is found, the record will not be processed and an error will be added to the log file

Appendix D Management Information

The following data is required. Provision of such data shall not prevent the Customer requesting additional reports when required or running their own reports from the system.

This list is not exhaustive and may change over the life of this Agreement.

|  |  |
| --- | --- |
| **Data required** | |
| **Measure** | **Frequency** |
| **Worker Information** | |
| Worker actual pay rate | Weekly |
| Rate type | Weekly |
| Statutory Costs | Weekly |
| Supplier Charge | Weekly |
| Tenure | Weekly |
| FY to date worker pay | Weekly |
| FY to date worker charge | Weekly |
| Pay by ECC function | Weekly |
| Extension report | Weekly |
| AWR report | Weekly |
| IR35 Report | Weekly |
| New Starter report | Weekly |
| Leaver report | Weekly |
| Direct Hire report | Weekly |
| **Process / Operations** | |
| Total hours billed | Monthly |
| Total Pay | Monthly |
| Total Statutory Costs | Monthly |
| Total Supplier Charge | Monthly |
| Pay by Worker Category | Monthly |
| Pay by ECC Function | Monthly |
|  |  |
| **Quality** | **Data (to be provided monthly)** |
| Timesheets processed on time | % and volume of timesheets processed on a weekly basis |
| Service downtime. | % of time where the service is unavailable to ECC |
| Time to resolve system issues | Average length of time taken, in days, to resolve systems issues in given period |
| Total hours billed | Summary of hours billed, per category |
| Timesheet rejections | Number of timesheets that are rejected |