

Resource ID – 3125899

Provision of Temporary Agency Workers for Northern Ireland Civil Service, Agencies and Non Departmental Public Bodies

Specification Schedule

Participating Bodies:-

Government departments:
The Executive Office
Department of Agriculture, Environment & Rural Affairs
Department for Communities
Department of Education
Department for the Economy
Department of Finance
Department for Infrastructure
Department of Health
Department of Justice
Public Prosecution Service for NI
Government agencies:
Compensation Agency
Driver and Vehicle Agency (DVA)
Forensic Science Northern Ireland
Forest Service
Land and Property Services (LPS)
Northern Ireland Courts and Tribunals Service (NICTS)
Northern Ireland Environment Agency (NIEA)
Northern Ireland Prison Service
Northern Ireland Statistics and Research Agency (NISRA)
Rivers Agency
Social Security Agency (SSA)
Youth Justice Agency
Non Departmental Public Bodies
Agri-Food and Biosciences Institute (AFBI)
Arts Council of Northern Ireland
Attorney General for Northern Ireland
CITB – Construction Skills NI (formerly Construction Industry Training Board)
Commissioner for Children and Young People for Northern Ireland (NICCY)
Commissioner for Victims and Survivors (CVSNI)
Community Relations Council (CRC)
Consumer Council for Northern Ireland
Council for the Curriculum, Examinations and Assessment (CCEA)

Criminal Justice Inspectorate (CJI)
Crown Solicitors Office
Electoral office Northern Ireland
Equality Commission for Northern Ireland (ECNI)
Foras na Gaeilge
General Teaching Council for Northern Ireland (GTCNI)
Health and Safety Executive for Northern Ireland (HSENI)
Invest Northern Ireland
Labour Relations Agency (LRA)
Livestock and Meat Commission for Northern Ireland (LMC)
Local Government Staff Commission (LGSC)
Loughs Agency
Maze Long Kesh Development Corporation (MKLDC)
National Museums Northern Ireland (NMNI)
North South Ministerial Council
Northern Ireland Audit Office
Northern Ireland Fire and Rescue Service
Northern Ireland Human Rights Commission
Northern Ireland Judicial Appointments Commission (NIJAC)
Northern Ireland Legal Services Agency
Northern Ireland Ombudsman Office (Public Services, Judicial Appointments and Local Government)(NIPSO - Northern Ireland Public Services Ombudsman)
Northern Ireland Policing Board
Northern Ireland Screen
Tourism Northern Ireland
Parades Commission
Police Ombudsman Northern Ireland
Police Retraining and Rehabilitation Trust
Probation Board Northern Ireland
Sport NI
State Pathologists Department
Strategic Investment Board (SIB)
The Charity Commission for Northern Ireland (CCNI)
The Commissioner for Older People for Northern Ireland (COPNI)
Ulster Supported Employment Limited (USEL)
Ulster-Scots Agency
Utilities Regulator (UREGNI)
Victims and Survivors Service Ltd

Contents

1. Introduction
2. Scope of the Contract
3. Agency Workers currently engaged under existing contracts
4. Service Delivery - Provision of Agency Workers
5. Service Delivery - Selection of Agency Worker and Pre-Employment Check Vetting Procedures
6. Service Delivery – Social Responsibility
7. Service Delivery - Contract Management and Vendor Management System
8. Service delivery - Management Information
9. Payment of Agency Workers
10. Invoice Arrangements
11. Placement Fees
12. Liability
13. Exit Arrangements

ANNEX A – Lot 1 DfC Specific Contract Requirements

ANNEX B - Client's Policies and Mandatory Training for non-permanent staff

ANNEX C - Eligibility Evidence Pro-forma

ANNEX D - Agency Worker Request Form

ANNEX E - Management information template

**ANNEX F - List of Non Departmental Public Bodies Contract Management
Arrangements**

Definitions

Agency Worker	means the person, which for the purposes of the Contract, means: a Temporary Work Seeker who is introduced to the Client by the Contractor to potentially provide services to the Client on an Assignment (in the case of Temporary Work Seeker provision):
Assignment	the agreed period of time during which the Agency Worker is supplied by the Contractor to perform duties and work temporarily for and under the supervision and direction of the Client;
AWRs	means the Agency Worker Regulations 2010 (and any subsequent amendment or re-enactment thereof);
AWR Claim	means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against: <ul style="list-style-type: none">• the Client; and/or• the Contractor for any breach of the AWRs
CPD	Construction and Procurement Delivery
CTC	Counter Terrorism Check
DoF	Department of Finance
DfC	Department for Communities

NICS	Northern Ireland Civil Service
Losses	all losses, liabilities, damages, costs, penalties, judgments, settlements, awards, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands
Master Vendor	Means a Contractor who will supply Temporary Workers from its own pool of labour, and also manage a supply chain or tier of Employment Businesses, as applicable, to provide Temporary Workers to fulfil bookings that it cannot fill itself. For the Client receiving the Managed Services, the provision is seamless and the Client contracts only with the Master Vendor and not with the third-party Employment Businesses directly
NICS HR	Northern Ireland Civil Service Human Resources
PAYE	Pay as You Earn

1. Introduction

- 1.1 The Participating Bodies listed in Page 2 of the Specification Schedule (hereafter referred to as the Client) are seeking to establish a Contract for the provision of temporary Agency Workers with a Contractor acting as a Master Vendor (hereafter referred to as the Contractor), for the provision of temporary Agency workers throughout Northern Ireland.

- 1.2 The Lead Client will be NICS HR in the Department of Finance (DoF) within the Northern Ireland Civil Service (NICS). NICSHR was established in April 2017 to provide HR services to all NICS Departments, their agencies and related bodies whose staff are employed on NICS terms and conditions. On award of contract the NICS HR Agency Team will manage the day to day operation of the contract with the NICS HR Client Manager. The DfC Contract Management Team will manage the day to day operations of the Contract in respect of Lot 1. NDPBs listed in Page 2 of the Specification will manage their day to day operation of the contract. For further information on the contract management arrangements of the contract see Schedule 3 Contract Management/Monitoring.

2. Scope of the Contract

- 2.1 This Contract is for the provision of temporary Agency Workers as defined by Regulation 3 of the Agency Workers Regulations (Northern Ireland) 2011 (AWRs). The Contractor shall act as an Employment Business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing Agency Workers for Assignments with the Client. The Contractor shall undertake the services of supplying Agency Workers to work temporarily for and under the supervision and direction of the Client, including undertaking searches for appropriately qualified staff, undertaking pre-supply checks, contracting with, paying and taxing temporary staff, and general administration relating to the day to day supply of temporary staff.

- 2.2 The Contract is divided into 8 Lots as demonstrated in Table 1 below which outlines the category families that are included within each Lot along with sample job roles (please note the list of sample job roles is for illustrative purposes and is not exhaustive). If additional category families and job roles are required during the

Contract Term, the Client reserves the right to add this category family and job role to the relevant Lot. The Client's decision on which Lot the new category family and job role will be added to, is final. The Contractor's Fee at time of tender will apply for the additional role at the appropriate grade level. A full job description for each role will be provided at the point of booking along with the mandatory requirements for the post including experience, qualifications and security clearance.

- 2.3 DfC have a number of specific contract requirements relating to the services provided under Lot 1. These requirements are detailed in Annex A – DfC Specific Contract Requirements. The Contractor shall comply with these requirements as well as all other requirements detailed within this Specification Schedule.

Table 1

Lot	Category Families	Job Roles included in Category (not exhaustive)
<p>Lot 1 DfC Administration roles and Corporate Functions *</p>	<p>AA to EO1 - Administration, Personal Secretary, Senior Personal Secretary, Typist, Typing Manager</p>	<p>DfC Admin Assistant, Typist, CMED Admin Assistant, SSA Admin Assistant, SSA Typist, DfC Admin Officer, SSA-SSO IIB, CMED Admin Officer, SSA-SSO IIA, SSA Admin Officer, DfC EO2, SSA Typing Manager, SSA-SSO 1, SSA Senior Personal Secretary, SSA EO2, Typing Manager, SSO1, CMED EO2, Senior Personal Secretary, CMED Senior Personal Secretary, Personal Secretary, SSA Personal Secretary, CMED Personal Secretary, DfC EO1, CMED EO1, SSA EO1.</p>
<p>Lot 2 Administration roles (excluding DfC) and Corporate Functions *</p>	<p>AA to G6 (The contract does not include NICS General Services Roles EO1 to G6 however contract does include the analogous grades at these levels):- Administration, Secretaries, Receptionist, Personal Secretary, Typist and Telephonist, HR, Economists, Finance (excluding SO/DP Accountants) Procurement, Project and Programme Management, Public relations, Media, Communications, Marketing, Customer Services, Library Services, Information Officer, Statistical, Research, Investigation, Graphic Design, Careers, Monitoring and Compliance, Conservator (eg PRONI), Business Consultant, Digital Consultant, Service Designers, User Researchers, Behavioural Scientists, System Dynamics Modellers, Human Rights Officers, Occupational Psychology, Governance, Contract Management, Lecturing, Teaching and Training.</p>	<p>Administrative Assistant, Administrative Officer, Executive Officer 2, AO Caseworker (Valuation), Personal Secretary, Typist and Telephonist. Economist DP, Economist SO, Assistant Investigation Officer, Statistical/Research Officer, Procurement Manager, Senior Procurement Officer, Senior Information Officer, Information Officer, Assistant information Officer, Librarian, Assistant Librarian, Graphic Designer, Careers Adviser SO, Monitoring and Compliance Officer, Human Rights Assistant, Policing Board EO1, HR Partner, Business Consultant (SO), Digital Consultant (DP) Research and Information Officer, Marketing Officer, Careers Adviser EO1, Monitoring and Compliance Officer, Senior Business Consultant, Human Rights Assistant, Occupational Psychologist (Excluding OHS). Teachers (Prison Service), Teaching Assistant (Prison Service), Instructor, Trainer – DP, Trainer – SO, Trainer – EO1 and Trainer – EOII.</p>
<p>Lot 3 Professional and Technical *</p>	<p>All applicable grade levels for this category are included:- Architecture, Archaeology, Engineering, Quantity Surveying, Clerk of Works, Vehicle, Vehicle and Traffic Examination, Valuation, Mapping and Charting, Curatorial, Fire officer, Number Plate</p>	<p>Inspector II (Health and Safety), Health and Safety Officer, Fire Officer 1, Fire Officer 2, Automatic Number Plate Reader Operative, Driving Examiner, SPTO Health and Safety Advisor, HPTO Health and Safety Advisor, Traffic Examiner, Vehicle Examiner, Valuer Level 2, Assistant Valuer, AA-Placement Student/Intern (Valuation), Mapping & Charting</p>

Lot	Category Families	Job Roles included in Category (not exhaustive)
	Reading, , Audio Visual, Accommodation/Facilities Management, Health and Safety, Planners Wardens and Area Supervisors.	Officer, Higher Mapping and Charting Officer, Curatorial Post Grade E, Curatorial Post Grade F, Electronics Technician, PTO Planner, HPTO Planner, Architect SO, Architect DP, Architect G7, Conservation Area Architect, Architectural Technician, Student Architect, Electrical Engineer, Electrical Engineering Technician, Student Electrical Engineer, Mechanical Engineer, Mechanical Engineering Technician, Student Mechanical Engineer, Civil Engineer, Civil Engineering Technician PTO, Student Civil Engineer, Structural Engineer, Engineering Technician in Civil Engineering, Mechanical or Electrical Engineering, Roads Service - Level 1, Engineering Technician in Civil Engineering, Mechanical or Electrical Engineering, Roads Service - Level 2, Engineering Technician in Civil Engineering, Mechanical or Electrical Engineering, Roads Service - Level 3, Engineering Technician Rivers Agency , Technical Grade 1 - Transport NI and Rivers, Quantity Surveyor, Quantity Surveying Technician, Student Quantity Surveyor, Mechanical Clerk of Works, Higher Mechanical Clerk of Works, Electrical Clerk of Works, Higher Electrical Clerk of Works, Building Clerk of Works, Building Services Engineer, PTO Warden, Higher TG – Area Supervisor, Higher TG – Assistant Warden, Higher TG – Field Monument Warden, Accommodation/Facilities Manager, Student Support Officer and Archaeologist
Lot 4 Environmental, Scientific Services and Medical (excluding OHS medical roles) *	All applicable grade levels for this category are included:- Conservation, Environmental and Scientific Services, Marine, Reporting Officers , Laboratory Management and Support and Medical.	Environmental Health Officer, Assistant Scientific Officer, Scientific Officer, Laboratory Attendant, Senior Scientific Officer (DP analogous), Higher Scientific Officer (SO analogous), Senior Purser, Purser, Skipper, Fleet Observer, Registered / Staff Nurse Excluding OHS, Health Assessment Advisor, Nurse Care Planning Assistant, Medical Attendant, Medical Personal Secretary, Medical Laboratory Assistant and Clinical Psychologist (G7) Excluding OHS.
Lot 5 Agricultural, Environmental and Conservation job roles *	All applicable grade levels for this category are included:- Inspecting (including meat, veterinary and fisheries, health and agriculture), Rangers (agricultural, horticulture and forest), Fisheries, Field Monument Warden, Countryside Management, Conservation, Food Technology, Land Based Supply Instructor and Lecturer	Land Based Supply Instructor, Land Based Supply Lecturer, Agricultural Inspector, Trade Certification Support Officer (TCSO), Supply Meat Inspector, Veterinary inspectors, Forest Ranger, Ranger, Site Guardian, Countryside Management Advisor, General Agriculture/Horticulture/Equine/Estate (Industrial), Horticultural Inspector, Seasonal Bee Health Inspector, Field Monument Warden, Tour Guide, Discovery Centre Facilitator (Full Time),

Lot	Category Families	Job Roles included in Category (not exhaustive)
	(Agriculture/Horticulture/Floristry/Land based Engineering/Veterinary Nursing /Food Technology/Agri-business/ Equine/ Veterinary and Farriery) and Visitor Attraction Services.	Discovery Centre Facilitator (Part Time), Front of House Assistant (Full Time), Front of House Assistant (Part Time), Visitor Guide (Full Time) and Visitor Guide (Part Time).
Lot 6 Ancillary * and Industrial ***	All applicable grade levels for this category are included:- Catering, Cleaning, Ancillary Services, Drivers and Industrial roles.	Cooks, Assistant Cook, Domestic Assistant, Cleaners, Kitchen Porter, Catering Manager, Deputy Catering Manager, Head of Domestic, Catering Assistant, Stores Person , Commercial Catering Porter Unskilled Road Worker, Skilled Road Worker, Electrician, Joiner, Plasterer, Motor Mechanic , Conservation Walling Mason (Industrial), Conservation Labourer (Industrial), Conservation Blacksmith (Industrial), Conservation Joiner (Industrial), Conservation Banker Mason (Industrial), Driver, Rangers (Industrial), Seasonal temporary workers and Farm worker.
Lot 7 Legal Roles * **	All applicable grade levels for this category are included:- Legal	Senior Principal Legal Officer, Senior Public Prosecutor, Principal Legal Officer, Public Prosecutor, Legal Officer (Deputy Principal), Legal Assistant, Chief Law Clerk, Law Clerk I Law Clerk II, Drafting Supervisor 1 (Grade 5) and Drafting Supervisor 2 (Grade 6) .
Lot 8 Youth and Social Care Roles * ****	All applicable grade levels for this category are included:- Probation , Youth and Social Work	Probation officer, Probation Service Officer, Community Services Supervisor, Social Worker, Youth Conference Coordinator/Practitioner and Night Support Worker.

Pay scales for Non-industrial staff

*AA - Grade 6

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/Non%20Industrial%20Pay%20Scales%20-%201%20August%202019.pdf>

** Senior Civil Service

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/SCS%20Pay%20Scales%201%20August%202019.pdf>

*** Pay scales for Industrial Staff

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/Industrial%20Pay%20Scales%20-%201%20August%202019.pdf>

**** PBNI Pay Scales for Lot 8



Probation Board
Pay scales for Lot 7.x

- 2.4 This contract allows for variation in the labelling of category families and job roles which may arise as a result of internal reviews.

- 2.5 There is no commitment as to the volume, or value of services required under this Contract. Any levels or aggregate values of services referred to within the Schedules or Annexes are indicative only and shall not be binding on the Client. The historical data (within Pricing Schedule) will provide information on the most recent usage of the existing arrangements.
- 2.6 The Contract Term shall commence on award of the Contract for a period of two years with options to extend for three periods of up to twelve months each.
- 2.7 The Contractor shall attend an initiation meeting with the Client following award of the Contract to discuss the operation of the contract for immediate commencement of services.
- 2.8 The Contractor shall act an independent Data Controller as defined in the Conditions of Contract.

3. Agency workers currently engaged under existing contracts

- 3.1 All Agency Workers currently engaged under separate contracts will continue to work under these contracts until their contracts/call off contracts end. On expiry of the contracts / call off contracts, the new Contractor may issue a new Assignment with the Agency Worker subject to the Client's business need.

4. Service Delivery - Provision of Agency Workers

- 4.1 The Contractor shall operate as a Master Vendor as defined in definition table above. The Contractor shall be required to provide a flexible work force providing temporary Agency Workers directly from their own resource pool and may make up any shortfall by managing supplementary supply from a Subcontractors Supply Chain.
- 4.2 The Contractor shall respond to all booking requests within 24 hours, confirming receipt of the booking request and establishing with the Client the timeframe for

filling the request. For urgent requirements the Contractor shall provide the Agency Worker within 72 hours.

- 4.3 Where there is a bulk need the Contractor shall work with the Client in a timely fashion to secure supply of agency workers to meet Client's needs.
- 4.4 The placement of an Agency Worker with the Client will not constitute an employment contract between the Client and the Contractor or the Agency Workers. Agency Workers supplied by the Contractor pursuant to this Contract are engaged by the Contractor or Employment Business as employees or workers. They have no direct relationship with, and are not the employees of, the Client but are deemed to be under the supervision and direction of the Client from the time they report to take up duties and for the duration of the Assignment. It's the responsibility of the Contractor to brief the agency worker on employment status.
- 4.5 Permanent recruitment to the NICS can only be made via open competition and in accordance with the Civil Service Commissioner's Code. For the avoidance of doubt permanent recruitment is outside the scope of this contract.
- 4.6 The Contractor shall deliver services taking cognisance of industry best practice ensuring the organisation has policies and procedures in place to ensure consistent delivery of service in compliance with the AWR, Conduct Regulations, tax and employment law. The Contractor shall have policies and procedures in place for:-
Workforce matters such as:-
- engagement with Agency Workers before Assignment to ensure they understand the requirements of the Assignment;
 - promoting positive organisational culture, including a structured programme for engagement with temporary Agency Workers throughout their Assignments;
 - Agency Worker welfare and support initiatives and programmes;
 - engagement with Agency Workers at end of Assignment to gain feedback on Assignment and understand reasons why, if applicable, the agency worker is leaving;

- seeking feedback from the Client on agency worker's performance and providing the Agency Worker with feedback on their performance during Assignment. At a minimum this should be completed every six months;
- a Complaints Policy in place for dealing with, for example, poor performance, misconduct of agency workers or complaints raised by agency workers (within 10 days of Contract Award the Contractor shall provide a copy of their Complaints Policy to the client);
- dealing with any allegations of bullying or harassment;
- systems in place for managing the Agency Workers paid leave and ensuring the Contractor approval process includes agreement from the Client that the Agency Worker can be released from their Assignment for the requested leave period. At a minimum the processes shall include provision for the following:-
 - o If the Agency Worker wishes to take paid leave during the course of an Assignment s/he should notify the Contractor of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Contractor on the request of the Client may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Contractor may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Contractor will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by; and,
- ensuring compliance with legislation including Modern Slavery, Child Labour and Inhumane Treatment.

Provisions of services such as:-

- development and implementation of recruitment campaigns for all grades to ensure consistent supply of Agency Workers;

- compliance checks to ensure their candidate has a right to work, meets the mandatory criteria including qualifications, experience, security vetting and identify checks and any authorisation which the Client considers are necessary, or which the Agency Worker needs to have by law or by the requirements of any professional body in order to carry out the work;
- payment to the Agency Worker in compliance with Tax and PAYE legislation; and,
- contract monitoring and management of the contracts including the delivery of the Social Responsibility areas detailed in Section 6.

4.7 The Client reserves the right to audit the Contractor and survey the Agency Workers on workforce matters detailed above.

4.8 All requests for Agency Workers must come from the nominated representative(s) for each Client. The Contractor is not permitted to initiate the engagement or accept requests from staff who are not nominated representatives. On award of contract the Client shall provide a list of nominated representative(s) for each Client.

4.9 The Contractor must inform Clients of any reasonable adjustments required for the Agency Worker prior to Assignment. Both the Contractor and the Client have a duty to consider if any reasonable adjustments can be made to overcome the disadvantage faced by an Agency Worker who is placed at a substantial disadvantage by a provision, criterion or practice of the employer, or by a physical feature of the premises it occupies.

4.10 Clients will ensure that Agency Workers receive appropriate additional training and equipment to allow them to carry out their duties effectively and efficiently.

4.11 Clients will be responsible for carrying out any Display Screen Equipment (DSE) risk assessments relating to the work required.

4.12 The Contractor shall be responsible for conducting and paying for all other assessments e.g. new and expectant mother assessments and eye testing.

- 4.13 The Contractor must monitor the contract to ensure full compliance with all relevant employment legislation and monitor the movement of Assignments within the participating bodies.
- 4.14 The conduct of Agency Workers is expected to meet the standards of applicable Client policies. Where there is any deviation from policy standards the Contractor is expected to have procedures in place to address this. **Annex B** makes reference to some of the key policies.
- 4.15 Unless stated otherwise or agreed with the Client the normal working pattern of the Agency Worker will be 7.25 hours on Monday, Tuesday, Thursday and Friday and 7.20 hours on a Wednesday exclusive of meal breaks, i.e. a maximum of 37 hours per week. Some roles operate a shift pattern; this will be detailed in the Agency Worker order form.
- 4.16 The Client may require Agency Workers to work alternative working patterns than those detailed above. The specific hours of those organisations or roles must be agreed with the Client.
- 4.17 Clients may require Agency Workers to work an operational pattern that supports operational business needs during the opening hours of the particular business area. The Contractor must agree the specific contracted hours with the Client in advance of the Agency Worker taking up the post.
- 4.18 Agency Workers may be offered the option to work overtime outside the Contracting Authority normal working hours during weekdays or at weekends. On occasions when overtime is an option, the Agency Worker must have worked the maximum 37 hours in the week prior to required overtime (or the maximum possible in cases of statutory holidays) before overtime rate of pay is applicable. Any deficit of hours will be paid at the normal rate until the 37 hours is worked. Agency workers who meet the above conditions for overtime would be eligible for payment in-line with permanent staff in the NICS as detailed within the attached link:-

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/8.08-overtime-pay.pdf>

- 4.19 When an Agency Worker is on leave they will not be paid by the Client as the hourly rate paid by the Client to the Contractor will include holiday pay (including Public and Privilege Holidays), which shall be paid to workers when they take leave. Agency Workers will accrue leave for their time in post. An Agency Worker's leave entitlement will align with the Client's leave policy from day 1 as per the links below. The Contractor shall have processes in place to ensure that the Agency Worker only takes leave when they have accrued sufficient leave to cover the period of leave requested.

The attached link provides NICS annual leave and Public and Privilege Holiday entitlements:-

Annual Leave

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/3.07-annual-leave.pdf>

Public and Privilege Holidays

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/HR%20policy%203%2006%20Public%20and%20Privilege%20Holidays%20v%207%200.pdf>

Contractors shall confirm the annual leave entitlement for Agency Workers within NDPBs.

- 4.20 Agency Workers will be entitled to paid time off for medical or dental appointments from day 1 of their assignment.
- 4.21 An Agency Worker should be encouraged to take any leave which is owed to them before the end of an Assignment, but in circumstances where the Agency Worker has been unable to take accrued leave, because the Client refused leave due to business reasons, the Contractor will be responsible for payment of any holiday pay accrued but untaken at the end of the Assignment..

- 4.22 If flexi time is available to the permanent staff within the Client's branch, then it must be made available to the Agency Worker. If an Agency Worker is allowed to work flexible hours then they can accrue flexi time but must take all time owing prior to completion of the Assignment as accrued flexi time cannot be converted to pay.
- 4.23 Should an Agency Worker be unavailable for work for a period exceeding two working days, the Contractor must arrange for a substitute to be in place on the third working day.
- 4.24 The Contractor will be liable for the full cost of replacement of any Agency Worker's smart card, proxy card, building pass, reusable personal protective equipment or other client property which is not returned to the Client at the end of the Agency Worker's Assignment. The Client will notify the contractor of any unreturned Client property and the Contractor will have 10 working days to arrange for it to be returned to the Client. If the Client property is not returned to the Client during this period the Client will deduct the cost of the property from the Contractor's invoice.

5. Service Delivery – Selection of Agency Worker and Pre-Employment Checks

- 5.1 The Contractor shall search for and select, suitable candidates for agency Assignments maximising the use of all available resources, based on the Job Specification provided by the Client for each particular Assignment, demonstrating equality of opportunity and ensuring continuity of supply for the job roles covered by this contract.
- 5.2 The Contractor must ensure that they have appropriate processes in place to conduct all selection procedures including advertising, interviewing, pre-employment checks, verification of qualifications, skills testing and the selection of suitable Agency Workers.
- 5.3 When making appointments for Assignments of Agency Workers, the Contractor(s) must ensure the merit principle is applied i.e. selection is based on merit through fair and open competition and as defined by the Code of Practice on Fair Employment in NI; the Equal Opportunities Commission's Code of Practice on Removing Sex Bias from Recruitment and Selection; the Employment Code of

Practice issued under the Disability Discrimination Act 1995; the Employment Equality (Age) Regulations (NI) 2006, the Code of Practice for Employers issued by the Commission for Racial Equality (NI). Further details can be obtained from the Equality Commission.

- 5.4 It is the responsibility of the Contractor to ensure that the Agency Worker fully meets the Job Description provided by the Client and to provide evidence of their eligibility to the Client before the commencement of the Assignment.
- 5.5 The Contractor must discuss and confirm the job description with the Agency Worker prior to them accepting the Assignment.
- 5.6 The Contractor should normally only send Clients evidence of one Agency Worker's eligibility at a time for any requested role. If required by the requesting business area the Contractor may send a maximum of three Agency Worker's eligibility evidence at a time for a requested role; the requesting business area will be required to record their justification for their selection. An example eligibility evidence pro-forma is provide at **Annex C**; CVs will not be accepted. Clients will consider the Agency Worker's eligibility evidence and respond to the Contractor within two working days. The Agency Worker's eligibility evidence must be detailed on a pro-forma to address the requirements of the Job Description and confirm that the Agency Worker meets these requirements. No other personal information (e.g. name, age, marital status, school or university attended etc.) should be included within the Agency Worker's Eligibility Evidence.
- 5.7 The Contractor must advise Clients if the proposed Agency Worker has had periods of previous employment or engagement within the Public Sector on any basis. The Contractor must provide details as to why this Agency Worker left their public or private sector permanent/fixed term post e.g. dismissal, medical retirement etc.
- 5.8 The Contractor must identify any potential conflicts of interest which may prevent an Agency Worker taking up a post. Any conflicts of interest must be specified and disclosed to the requesting Client.
- 5.9 Clients will confirm to the Contractor if the Agency Worker is suitable for Assignment and will confirm if the Agency Worker will be required to complete a conflict of interest statement or sign a confidentiality agreement.

- 5.10 The Contractor shall undertake employment checking to verify that an Agency Worker meet the specification of the role for which they are applying. All Agency Workers must be fully compliant prior to the commencement of the Assignment.
- 5.11 The Contractor shall have a dedicated Compliance Manager who will ensure that all checks have been undertaken correctly prior to the appointment of an Agency Worker. Including:-
- Identity checks;
 - Professional Registration and Qualification checks;
 - Employment History and Reference checks;
 - Right to Work checks;
 - Work health assessments (if required); and
 - Vetting checks.
- 5.12 All Agency Workers must have been subject to at least the Baseline Personnel Security Standard (BPSS) before commencement of an Assignment by the Contractor. The appropriate level of clearance is determined by the nature of the post. The Contractor must work with the Client in cases where the required clearance cannot be obtained due to the urgency of the posting.
- 5.13 If an Agency Worker has been previously vetted to work on NICS premises to perform the same or a similar role as that of a new Assignment, the Client will confirm if they are willing to accept this vetting for the purposes of that Assignment. This will avoid duplication of cost for Contractors and Client, provided the Contractor provides details as to why this Agency Worker left their previous employment as stated in Para 5.7 and this reason is acceptable to the Client.
- 5.14 NICSHR Corporate Competitions and Policy Branch (or another body deemed appropriate by the NICS) will carry out security clearance checks on all Agency Workers to be placed within the core NICS departments only. The NICS reserves the right to reduce or cease such checks at any point during the contract and to agree alternative mechanisms to verify BPSS status with the Contractor. Further details in relation to security requirements of the contract are included within Schedule 6 Security Requirements.
- 5.15 If a Client requires a higher level of security clearance then further arrangements must be agreed with the requesting Client.

5.16 Further information on the turnaround times for security clearance can be found in the link below.

<https://www.nidirect.gov.uk/articles/costs-and-turnaround-times>

Further information on security costs is included in the Security Schedule.

5.17 The Contractor shall advise the Agency Worker that they may be required to provide Identification Documents (ID) to the Client when they first report for duty. This ID should be in the form of a Passport or UK driver's licence. If the Agency Worker does not have a Passport or UK driver's licence they shall provide their Birth Certificate or Marriage Certificate with any recent utility bill or bank statement that contains their name and home address.

5.18 The Client may on occasions request the Contractor to arrange a specialist medical referral should it be warranted by the Assignment. An individual will not be placed unless the outcome is deemed as satisfactory. Medical referrals may take place at a nominated location provided by the Client or alternatively where the Client cannot provide this facility, the Contractor may be requested to source this facility independently. It is the responsibility of the Contractor to pay for any specialist medical referrals and claim back expenses through appropriate miscellaneous claim forms.

5.19 Once the Client has confirmed their candidate(s) eligibility to fulfil the Assignment, the Contractor will verify and confirm to the Client:

- the identity of the Agency Worker;
- that the Agency Worker has the necessary or required experience, training, qualifications, are obtaining security clearance, any authorisation required by law or a professional body to carry out the Assignment and any reasonable adjustments; and
- that the Agency Worker is willing to perform the Assignment.

The Contractor shall provide such information by the end of the third business day (excluding Saturday, Sunday and any public or bank holiday) following confirmation that the Agency Worker eligibility evidence is satisfactory

6 Service Delivery – Social Responsibility

- 6.1 The Contractor shall deliver the Social Clauses as detailed in the Schedule 4 and 5 of the Social Considerations Schedules.
- 6.2 The Client expects that the Contractor and its Subcontractors will comply with such corporate social responsibility as set out in Schedule 10 Social Responsibility:-
- CPD Supplier Code of Conduct Code of Conduct at <https://www.finance-ni.gov.uk/publications/supplier-code-conduct>
 - Equality and Accessibility
 - Modern Slavery, Child Labour and Inhumane Treatment
 - Income Security
 - Working Hours
 - Protection of Temporary Workers
 - Agency Workers Regulations
 - IR35 Legislation
- 6.3 The Client reserves the right to complete an audit within the Contractors premises to ensure compliance with Social Schedules detailed above.

7. Service Delivery – Contract Management and Vendor Management System

- 7.1 The Contractor must appoint a Contract Account Manager who will be the point of contact for all Clients under this Contract and manage the operational aspects on a day to day basis. The Contract Account Manager must attend Agency Worker Contract Management Review Meetings with the Client to discuss Contract Performance. This meeting will be chaired by the Client.
- 7.2 The Contract Manager shall assist in the transition and implementation of the contract, proactively establishing efficient ordering systems for Agency Workers including an on-line Vendor Management System (VMS) providing a booking management system, approval of time sheets and provision of contract management information and reporting facility. The VMS must be accessible via the internet/web browser without the need for Client-side software installations. These

systems shall be provided within the overall Contractor's contractor management fee for the provision for the Agency Worker and no additional charges for the use of these systems or reports can be passed to the Client during the Contract Term.

7.3 The implementation of the VMS shall be in accordance with Schedule 9 of the Commercial Terms and Conditions of Contract for Services.

7.4 The Contractor shall:-

- ensure the provision of a booking management system, available 24 hours/day, 365 days/year;
- be responsible for training the staff of the Client to use the VMS and shall provide 24/7 user support;
- ensure that any planned downtime is agreed in advance with the Client, at no less than 48 hours' notice;
- ensure that any security requirements specified by the Client are fully met;
- ensure the VMS is compliant with General Data Protection Regulation (GDPR); and,
- ensure that the VMS is accessible by the Client and can interface with the Client's systems (where required).

7.5 The VMS system shall have the facility to provide the Client the request management information in Paragraph 8.2. The VMS system shall have the facility to search for booking request, progress of the request and provide live information on Assignments including spend data by Client. The Contractor must agree the exact content, format and style of the reports with Clients. The content, format and style may be amended throughout the contract as required to suit specific needs at no additional cost to the Client.

7.6 **Annex D** provides a sample of the Agency Worker Request Form which includes the minimum information that shall be required to be captured within the VMS for registering a request for an agency worker.

- 7.7 The Contractor's Manager must proactively manage and record any issues or complaints received limiting adverse impact of these services to the Clients' business activity. They must also liaise with Clients in order to resolve any issues or complaints arising, monitor poor performance of agency workers in conjunction with the relevant Client representative. With the exception of DfC who will manage the Lot 1 contract, NICS HR will manage the contract on behalf of Northern Ireland Departments, their Agencies and a small number of NPDBs detailed in the table within **Annex F**. **Annex F** also details the list of the NDPB who will manage the contract directly with the Contractor.
- 7.8 The Contractors must provide a written response to any issues or complaints which have been raised within 2 working days. If issues remain unsolved within the next monthly reporting period the Contractor shall escalate the issue to the Contractor's Senior Management Team to seek resolution to the issue and attend the contract management meeting if the issue remains unresolved.
- 7.9 If an Agency Worker is deemed to be unsatisfactory or non-compliant with the requirements of the Assignment for any other reason (including conduct), the Client shall report this immediately to the Contractor who must take immediate action. The minimum notice period for ending a temporary agency Assignment is one working day. It is the responsibility of the Contractor to communicate any and all such issues to the Agency Worker. The Client reserves the right to decline or cease to use the services of the Agency Worker at any time for such reasons. In this respect, the decision of the Client is final. The Contractor must notify the Client immediately if it receives or otherwise obtains information which gives the Contractor reasonable grounds to believe that any Agency Worker supplied is unsuitable for the Assignment.
- 7.10 The Contractor shall liaise with the Client to develop a Business Continuity and Disaster Recovery Plan (BCDR) plan as detailed in Public Sector Standard Conditions of Contract Paragraph 43. The BCDR Plan will ensure appropriate contingency arrangements are in place to deliver services for example during industrial disputes, civil unrest or for any technical difficulties in normal communication channels including use of the VMS. The Contractor shall provide a

BCDR plan within 30 days of contract commencement date for the client's approval. At a minimum the BCDR plan will be reviewed and updated annually with the Client.

- 7.11 The Contractor must have its own Complaints Policy in place and ensure all agency staff placed under this Contract are made aware of the procedures in the event of a complaint. All complaints should be raised with the contractor who will notify and liaise with the client if required. The Contractor is responsible for all complaint hearings and decisions.

8. Service delivery - Management Information

- 8.1 The Contractor must provide details to the Client on a monthly basis of the Agency Workers placed within each Client including the information requested at 8.2. This Management Information report must be provided to the Client by the 5th working day of the following month.
- 8.2 Information must be accurate - At a minimum the Contractor must provide the following management information when requested by the Client e.g. monthly/quarterly by completing the template at **Annex E**:

Tab 1

- Client i.e. Department/NDPB (including Business Area).
- Number of Agency Workers in place by each individual Client (split by Lot)
- Date Assignment started.
- Date Assignment ended (if applicable) or due to end.
- Name of the Agency Worker (if required by the Client).
- Charges made for each post for that period.
- Grade/Post.
- Total no of agency workers in post and the total charges paid by Clients for that period.

- Date started in the NICS if there was a break between Assignments of less than 6 weeks.

Tab 2

- Statistics on the number of agency staff approaching 51 weeks and number of staff over 51 weeks for the subsequent reporting period.

Tab 3

- Issues captured through feedback and details of resolution/status of complaints.
- The total number of vacancies requested and number filled to date.
- Problems/Issues in previous month in sourcing or finding adequate Assignments (including number of incidences when appropriate Assignments have not been identified to the Client).
- Instances of agency workers changing cost centre during Assignment.

Tab 4

- An analysis of the reasons Assignments were ended by Agency Workers in the previous month.

In addition the Contractor must supply the following reports to the Client Contract manager on a Quarterly basis:-

- Continuous improvement report (paragraph 8.4).
- The Performance Monitoring Reports of the contract as detailed in Schedule 3 Contract Management / Monitoring and details of any service credits.
- Provide update to the monthly returns for the Buy Social Monitoring Report as detailed in the Social Consideration Schedules.

8.3 In addition to these reports the Client may require additional information, at short notice. This information will be used to respond to Assembly questions, Freedom of Information Requests; audit requests; providing specific information to senior

management etc. The Contractor must fulfil these requests within the stated deadline for each request.

- 8.4 The Contractor shall actively demonstrate innovative ways of delivering the Services and eliminating inefficiencies throughout the term of the Contract including new ways of working. This shall include continuous review of service delivery methods to eliminate inefficiencies, introduce innovation, realise cost savings and improve value for money. This shall be achieved at no detriment to the quality of the Services delivered.
- 8.5 The Contractor shall provide a quarterly Continuous Improvement Plan to the Client's Contract Management Team to realise savings or improve operational effectiveness.

9. Payment of Agency Workers

- 9.1 The Contractor must ensure that all Agency Workers rates of pay comply with the AWRs.
- 9.2 The Contractor VMS shall allow for the completion and approval of on-line time sheets with back office facilities to ensure time sheets are completed on time to allow for the Agency Worker to be paid. The VMS shall allow the Client to approve time worked for the Agency Worker.
- 9.3 Pay and annual leave parity will apply from the first day of Assignment. Contractors should note that the pay scales below are under review and reviewed annually. As such the Contractor shall include within their Contractor's Fee all costs for managing any pay adjustments or claims for back pay for example annual pay awards during the Contract Term.

NICS pay scales can be found here: - <http://www.finance-ni.gov.uk/pay>
(Currently under review).

NICS annual leave entitlement as per paragraph 4.8.

- 9.4 Page 2 of the Specification provides details of other organisations who can use the Contract and who may have differing pay scales and shall provide the Contractor with their pay scales for the purposes of the AWR when the client requests a specific job.
- 9.5 As per the AWRs, all Agency Workers must be paid a rate equivalent to that of the minimum of the pay scale and the Contractor shall implement pay progression for Agency Workers in line with the Client's HR policies. The Contractor shall work with the Client to ensure any increases in pay for eligible Agency Workers are implemented. For the avoidance of doubt the Contractor shall provide this service as part of their Contractor's fee at time of tender. There will be no additional cost for implementing pay progression throughout the Contract Term.
- 9.6 Any changes to Contractor's charge rate due to legislative changes e.g. National Minimum Wage and National Living Wage the Contractor must highlight the affected grades and pay scales immediately and inform the Client of the proposals to increase hourly charge rates. The Contractor shall ensure the client is notified and allowed time to review and approve the new charge rates in time for the implementation of the legislation (at minimum 30 working days prior to the effective date of the legislation).
- 9.7 The Contractor must notify Clients when the agency worker has been in post for 40 weeks to enable Clients to make arrangements to end the agency workers Assignment prior to the 51 week deadline, or in exceptional circumstances seek the necessary approval to extend the Assignment.
- 9.8 The use of the Swedish Derogation model is not permitted under this Contract.
- 9.9 The Contractor is responsible for ensuring that all Agency Workers pay and tax arrangements are subject to PAYE and are fully compliant with IR35 legislation. Contractors may use the services of a payroll company to pay Agency Workers under PAYE only. The Agency Workers must be engaged by the Contractor either through a contract for services or employment contract and not the payroll company and the Contractor must ensure that all PAYE obligations are met. The Contractor

or the umbrella company must not charge the Agency Worker for the use of the payroll company.

- 9.10 The Contractor is responsible for the receipt of Client fees and payment and administration of earnings to its Agency Workers regarding Income Tax, Employers and Employees National Insurance, EU Working Time Directive Payment, i.e., Holiday Pay, Statutory Holiday Pay, Statutory Sick Pay, Statutory Maternity Pay and any pension contributions. The Contractor must perform and comply with all material obligations and duties required to be performed whether arising under contract, statute, at common law, in equity or otherwise, including under: (1) the Employment Agencies Act 1973; (2) the Conduct Regulations; (3) the AWRs; (4) the National Minimum Wage Act 1998; (5) the Working Time Regulations 1998. Agency staff must receive holiday pay for when they are off and Holiday Pay should not be wrapped up into their hourly rate of pay.
- 9.11 Agency Workers may be required to work overtime during normal weekdays or at weekends (outside of the Clients normal working hours Monday to Friday). On occasions when overtime is an option, the Agency Worker must have worked the maximum 37 hours in the week prior to the required overtime (or the maximum possible in cases of statutory holidays) before the overtime rate of pay is applicable. Any deficit of hours will be paid at the normal rate until the 37 hours is worked. Agency workers who meet the above conditions for overtime would be eligible for payment in-line with permanent staff in the NICS as detailed within the attached link:-

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/8.08-overtime-pay.pdf>

The Contractor's Fee shall apply for any overtime hours charged to the Client. The Contractor shall not charge the overtime rate to the agency mark-up e.g. if the agency worker is entitled to double time for overtime the Contractor's fee shall remain the Contractor's Fee at the time of tender. For the avoidance of doubt the Contractor shall not add any additional fee for overtime apart from the flat-rate Contractor's Fee for normal working hours.

- 9.12 Certain posts may attract on-call rates and/or allowances. These will be confirmed by the Client at the point of request. The Contractor shall not add any additional fee for on-call rates and/or allowances.
- 9.13 Where an Agency Worker is requested to use personal transport in order to fulfil the duties of the post (other than travel to and from the location of the Assignment) the Contractor must pay the Agency Worker and claim back travel and subsistence in line with the Client's Travel and Subsistence (T&S) policy. The Contractor should check the T&S rate for the relevant organisation as this may differ between Clients.
- 9.14 Where business travel is required, the Agency Worker must have the necessary insurance when using their own vehicle. The Contractor must check that this is in place.
- 9.15 The Contractor will be responsible for managing queries from Agency Workers in relation to their pay or conditions of employment. The Client will not engage in discussions with Agency Workers in relation to pay or other conditions of their employment. The Contractor must have procedures in place to deal with such matters in a timely manner.

10. Invoice Arrangements

- 10.1 Clients using Account NI - The Contractor must invoice the relevant Client monthly, in arrears. The invoice must detail the names and numbers of hours worked by the Agency Worker, appropriate rate charged and the purchase order number. The completed attendance/time sheet must be signed weekly by the relevant approving officer before payment will be made. The completed attendance/timesheet and claim forms for any travelling or miscellaneous expenses incurred must accompany the invoice. Invoices, credit notes and associated timesheets must be provided in pdf format via email and sent directly to Account NI at the following address; invoices@accountni.gov.uk

10.2 Clients using systems other than Account NI - the Contractor must invoice the relevant Client monthly, in arrears. The invoice must detail the names and numbers of hours worked by the Agency Worker, appropriate rate charged and the order number, if applicable. The completed attendance/time sheet must be approved weekly by the relevant approving officer before payment will be made. The completed attendance/time sheet and claim forms for any travelling or miscellaneous expenses incurred must accompany the invoice. Invoices and timesheets should be completed and issued electronically where possible.

10.3 Contractors must apply the relevant post 12 week supplier discount per their submitted pricing schedule (if applicable) for each agency worker engaged post 12 weeks from the start of their assignment.

Note: The discount must only be applied to the Contractor Fee. Agency Workers pay must not be reduced.

10.4 Further information on invoicing is provided in Schedule 2 Pricing Schedule.

11 Placement Fees

11.1 There will be no placement fees payable under this Contract or any contract established from it. Where staff have been recruited by a Client through a fair and open recruitment exercise then no fee will be payable if the successful candidate is assigned to the Client through an agency at the time of appointment.

12. Liability

12.1 In the event that an Agency Worker purports to bring a claim (or brings a claim) against the Client, the Contractor will use all reasonable endeavours to procure that such claims are withdrawn against the Client and brought against the Contractor only.

12.2 The Contractor will indemnify (and keep indemnified) the Client against any Losses, claims and expenses that the Client incurs or may incur on account of or arising from:

- (a) any Assignment;
- (b) any AWR Claim;
- (c) any non-compliance with, and/or breach of, this Contract by the Contractor;
- (d) any actual, threatened or pending finding, claim, assertion or demand made by or on behalf of the Contractor or any Agency Worker alleging transfer of an Agency Worker's employment pursuant to TUPE;
- (e) any actual, threatened or pending finding, claim, assertion or demand made by the Agency Worker alleging any entitlement as against the Client to:
 - (i) employment status or worker status; or
 - (ii) employment or worker legal rights, protections or benefits (including, without limitation, unfair dismissal, wrongful dismissal, breach of contract, working time rights, and/or personal injury).

12.3 If the Agency Worker brings, or threatens to bring, any AWR Claim, the Client will give reasonable information and assistance to the Contractor to enable the Contractor to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

13. Exit Arrangements

13.1 The Contractor shall provide a draft Exit Plan for the Client's approval within 6 months of the contract commencement Contract Period. The Exit plan shall be reviewed and updated annually for any subsequent extension thereafter. The Exit Plan shall set out, as a minimum:-

13.1.1 A detailed description of both the transfer and cessation processes, including a timetable;

13.1.2 How the Service Provision will transfer to the Replacement Contractor and/or the Client;

13.1.3 Details of any contracts which will be available for transfer to the Client and/or the Replacement Contractor upon the Expiry Date;

13.1.4 proposals for the training of key members of the Replacement Contractor's staff in connection with the continuation of the provision of the Service Provision following the Expiry Date;

- 13.1.5 Proposals for providing the Client or a Replacement Contractor copies of all documentation relating to the use and operation of the Service Provision and required for their continued use;
 - 13.1.6 Proposals for the Assignment or novation of all services utilised by the Contractor in connection with the supply of the Service Provision;
 - 13.1.7 Proposals for the identification and return of all Client Property in the possession of and/or control of the Contractor or any third party;
 - 13.1.8 Proposals for the disposal of any redundant Service Provision and materials;
 - 13.1.9 How the Contractor will ensure that there is no disruption to or degradation of the Service Provision during the transition of services to a new Contractor; and
 - 13.1.10 Any other information or assistance reasonably required.
- 13.2 The Client shall not be obliged to pay for costs incurred by the Contractor in relation to the development of the Exit Plan or compliance with Exit Plan and clauses above.
- 13.3 At least 12 months before the end of this Contract, the Contractor must provide information and assistance as requested by CPD or Clients to enable it to re-procure the services. Including a list (the "Agency Worker list") of all Agency Workers currently on assignment, together with details of their assignment start and end dates, the position they are performing, their relevant qualifications, the rate and intervals they are being paid, any benefits they receive, the length of notice required to terminate (a) the assignment, (b) their contract (whether of service or for services) with the Contractor; whether they are contracting via any third party (and if so that party's identity).
- 13.4 The Contractor shall comply with Public Sector Standard Conditions of Contracts for Supplies, Services and ICT Contracts, Section 8, Transfer of Undertakings (Protection of Employment) (TUPE), for all Contractor's staff eligible to transfer to the new contract.
- 13.5 At the expiry of this Contract, the Contractor will work co-operatively with any Replacement Contractor to facilitate the Replacement Contractor engaging all Agency Workers currently in post, subject to the business needs of the Client, in the

most pragmatic way possible. The parties acknowledge that TUPE will not operate for agency workers, and the Replacement Contractor may need to make offers of engagement to the Agency Workers. The Contractor must work with Client and any incoming Replacement Contractor to facilitate and encourage the Agency Workers to accept such offers and to cooperate so there is a smooth transition to the new Replacement Contractor. For the avoidance of doubt, there will be no transfer fee applicable and the Contractor will not charge for its assistance.

- 13.6 At least 20 days before the commencement of the new contract the Contractor shall provide an updated Agency Worker list detailing all Agency Workers currently on assignment, together with details of their assignment start and end dates, the position they are performing, their relevant qualifications, the rate and intervals they are being paid, any benefits they receive, the length of notice required to terminate (a) the assignment, (b) their contract (whether of service or for services) with the Supplier; whether they are contracting via any third party (and if so that party's identity) and such information that shall allow for a smooth transition of services. For the avoidance of doubt, there will be no transfer fee applicable and the Contractor will not charge for its assistance
- 13.7 The Contractor must work with Clients and any incoming Contractor to facilitate a smooth transition of services to the new Contractor including transition of Agency Workers to the new Contractor.
- 13.8 The Contractor must provide all management information for Services delivered under this Contract until the contract end. The exiting Contractor must comply with GDPR and dispose of all personal data held in relation to the performance of this Contract in a secure and timely manner.

Annex A –Lot 1 DfC Specific Contract Requirements

1. Service Delivery – Selection of Agency Worker and Pre-Employment Checks

The Supplier shall respond to all booking requests within the following response timescales:-

Urgency of Assignment request Agency Workers required to commence an Assignment within:	Response Timescale Fulfilment of request timescale:
Less than 24 Hours	Maximum 1 hour
1 to 2 Days	Maximum 2 hours
2 to 3 Days	Maximum 4 hours
4 Days	Maximum 1 working Day
5 to 7 Days	Maximum 2 working Days
Greater than 7 Days	Maximum 4 working Days

2. Database and Agency Worker Personal Information

2.1 Introduction

DfC will establish a Database which will hold personal data gathered during the process for the appointment of Agency Workers into DfC and apply to all Agency Workers drawn down from Lot 1. There will also be a requirement for the Agency to provide on a weekly basis other information of all assignees via an excel file.

The Database will contain the Name, DOB, NINO. The weekly file will contain Name, DOB, NINO, Bank Account Details and Phone Number of all Agency Workers during the period of their assignment within DfC.

2.2 Rationale for data gather and retention of information

The information is required for the purposes of the prevention, detection and prosecution of social security benefit fraud and to ensure the integrity of the underpinning ICT

Systems. The detail required will be completely consistent with that information held and shared with the Department for Work and Pensions (DWP) for permanent DfC staff, on whose ICT system architecture DfC relies upon to administer such services to the people of Northern Ireland and customers in GB whose services DfC deliver under a Service Level Agreement.. Personal details of assignees may also be used to enable any internal crime/fraud committed by an individual whilst discharging the Department's statutory functions, to be reported to the appropriate Law Enforcement Agency.

2.3 Before Assignment

The Contractor shall supply, in advance of an assignment beginning, the Name, Date of Birth (DOB), National Insurance Number & any previous postings to DfC/NICS either as an Agency worker or casual/permanent NICS employee and reason for end of Assignment. This information will be used to check against DfC records to ensure the individual is suitable for deployment. The personal data will be securely held until it is confirmed the person is not to be deployed or the person's deployment ends.

2.4 During Assignment

When first reporting to begin an assignment, the Department will require the individual to provide proof of identity. Other personal details will be held for the purpose of producing photographic ID Security passes (Namely, headshot photo image, signature, DOB & name). The Contractor shall advise the assignee of the need to provide the following Identification Documents (ID) to the Contracting Authority's reporting officer when they first report for duty. This ID should be in the form of a Passport or UK driver's licence. If the Agency Worker does not possess a passport or UK driver's licence they shall provide their Birth Certificate or Marriage Certificate along with any recent utility bill or bank statement that contains their name and home address.

During the period of assignment, the Contractor shall provide the Department on a weekly basis an excel file with the Name, DOB, NINO, Home Address, Bank Account details and Phone Number of all assignees.

2.5 Post Assignment

Whenever an Agency Worker's assignment with the department ends all personal data will be deleted unless the assignment has been ended because of a serious social security fraud/security matter. In such circumstances details will be held for a period of 5 years.

This is to ensure the continued integrity of the social security systems and the public purse. In the event that an individual whose assignment has ended because of such a serious matter, the department reserves the right to refuse the further assignment of the individual for this specified period of time.

2.6 Data Retention and Disposal of Invoices

All data relating to Agency Workers will be held in line with the DfC Retention and Disposal Schedule. The Department will hold Agency Worker invoices in line with the retention period of Financial Management and Funding records which is seven years. This complies with the DFC Disposal of Records Schedule which identifies the disposal arrangements for all records created and maintained by the Department. This schedule takes into consideration records held on paper, electronically, microfilm or tape. The schedule complies with the requirements set out in the Public Records Act (NI) 1923

3. HOURS OF WORK FOR ALL LOT 1 POSTS

The normal hours of work are 37 hours per week (Monday to Friday), excluding meal breaks. Most offices work flexi-time.

3.1 Standard Working Pattern

- Most offices work flexi-time between the hours of 8am and 6pm.

3.2 Alternative Working Pattern / Variable working Pattern for Child Maintenance Services

- Some posts require staff to work a range of specific working patterns between the hours of 8am and 8pm on any day between Monday and Friday and in some business areas 9am to 5pm on one Saturday in four.
- Working patterns are managed locally and will include:
 - i. 8am to 4pm;
 - ii. 9am to 5pm;
 - iii. 10am to 6pm; and
 - iv. 12noon to 8pm.

3.3 For DWP Business areas:

- DWP Working Hours: Currently 08:00 to 18:00 however longer term this will move to 08:00 to 20:00 as Legacy customers migrate to UC. Within the modelling there are shift patterns i.e. each week a requirement to work 2 early shifts 8-4, 2 normal shifts 9-5 and 1 late shift 10-6pm
- DWP Easter Holiday arrangements (NICS Holidays not aligned with GB): RA staff required to take off Good Friday and Easter Monday as these will be deemed their Easter Holidays
- DWP requirement to cover St Patrick's Day and the two July Holidays (12th etc.) Overtime rate paid for these days.

3.4 Variable Child Maintenance Services

- 12 noon to 8pm between Monday and Friday and 9am to 5pm on one Saturday in four.

ANNEX B - Client's Policies and Mandatory Training for non-permanent staff

<p>Department of Finance Anti-fraud Guidance</p>	<p>https://www.finance-ni.gov.uk/publications/anti-fraud-guidance</p>
<p>Department of Finance Health and Safety at work Policy Statement</p>	<p>https://www.finance-ni.gov.uk/publications/dfp-health-and-safety-work-policy-statement</p>
<p>Department of Finance – Whistleblowing Policy</p>	<p>https://www.finance-ni.gov.uk/publications/dof-raising-concerns-whistleblowing-policy</p>
<p>Department of Finance Access to Information Policy</p>	<p>https://www.finance-ni.gov.uk/publications/dof-access-information-policy</p>
<p>Mandatory e-Learning training for non-permanent staff (not all courses are mandatory for all clients)</p>	<ol style="list-style-type: none"> 1. Anti-Fraud Awareness (June 2016) 2. Fire Safety Awareness 3. Display Screen Equipment Awareness 4. Health & Safety Awareness for All Staff 5. Responsible for Information

6. Government Security Classifications

7. Diversity Now

8. HP Records Manager - An Overview
(Module 1 End User)

ANNEX C - Eligibility Evidence Pro-forma

No personal data shall be provided within this proforma



Eligibility Evidence
Proforma - May 2020

Annex D – Agency Worker request Form



Agency Worker
Request Form - May 2

ANNEX E – Management Information Template



Agency Workers
Framework Managem

Annex F List of Non Departmental Public Bodies Contract Management Arrangements

Non Departmental Public Bodies	Yes indicates- NICS HR will manage the contract No indicates – NDPB will manage the contract
Agri-Food and Biosciences Institute (AFBI)	No
Arts Council of Northern Ireland	No
Attorney General for Northern Ireland	YES
CITB NI (Construction Industry Training Board NI).	No
Commissioner for Children and Young People for Northern Ireland (NICCY)	No

Commissioner for Victims and Survivors (CVSNI)	YES
Community Relations Council (CRC)	No
Consumer Council for Northern Ireland	No
Council for the Curriculum, Examinations and Assessment (CCEA)	No
Criminal Justice Inspectorate (CJI)	No
Crown Solicitors Office	No
Electoral office Northern Ireland	No
Equality Commission for Northern Ireland (ECNI)	No
Foras na Gaeilge	No
General Teaching Council for Northern Ireland (GTCNI)	No
Health and Safety Executive for Northern Ireland (HSENI)	YES
Invest Northern Ireland	No
Labour Relations Agency (LRA)	No
Livestock and Meat Commission for Northern Ireland (LMC)	No
Local Government Staff Commission (LGSC)	No
Loughs Agency	No
Maze Long Kesh Development Corporation (MKLDC)	No
National Museums Northern Ireland (NMNI)	No
North South Ministerial Council	No

Northern Ireland Audit Office	No
Northern Ireland Fire and Rescue Service	No
Northern Ireland Judicial Appointments Commission (NIJAC)	No
Northern Ireland Legal Services Agency	YES
Northern Ireland Ombudsman Office (Public Services, Judicial Appointments and Local Government)(NIPSO - Northern Ireland Public Services Ombudsman)	No
Northern Ireland Policing Board	No
Northern Ireland Screen	No
Tourism Northern Ireland	No
Parades Commission	No
Police Ombudsman Northern Ireland	No
Police Retraining and Rehabilitation Trust	No
Probation Board Northern Ireland	No
Sport NI	No
State Pathologists Department	No
Strategic Investment Board (SIB)	No
The Charity Commission for Northern Ireland (CCNI)	No
The Commissioner for Older People for Northern Ireland (COPNI)	No
Ulster Supported Employment Limited (USEL)	No

Ulster-Scots Agency	No
Utilities Regulator (UREGNI)	No
Victims and Survivors Service Ltd	No