
Agency and Temporary Staff Managed Service Contract 2023

Committee considering report:	Executive
Date of Committee:	22 September 2022
Portfolio Member:	Councillor Ross Mackinnon
Date Portfolio Member agreed report:	5 July 2022
Report Author:	Chris Harris
Forward Plan Ref:	EX4245

1 Purpose of the Report

This document sets out the preferred procurement route for the supply/provision of agency and temporary staff, following consideration of all of the options, and their relative benefits and risks. The strategy is based on service consultation, provider discussions, spend/category data, market developments and operational/legislative requirements. The report aims to discuss the options available and the recommendation to continue using a managed service provider to fill the council's agency and temporary staff requirements.

2 Recommendations

2.1 The Executive resolves to:

- (a) Enter into a new call off contract for a period of 4 years with 6 month termination clause inserted into the call-off contract that can be activated at any point should it be required. The termination clause can be inserted into the call-off contract as confirmed by ESPO, the framework provider and the supplier. The initial term would be 4th March 2023 – 3rd March 2027. The call off contract will be commissioned to provide a managed service for agency and temporary staff via the ESPO MSTAR3 Framework.
- (b) Delegate authority to Head of Service for Commissioning and Procurement to award the contract for the provision of an Agency and Temporary Staff Managed Service in consultation with the Head of Finance, Service Lead – Human Resources, Legal and Democratic Services lead and the Portfolio holder for Commissioning and Procurement.
- (c) Delegate authority to the Service Lead for Legal & Democratic Services in consultation to finalise the terms of the agreement as set out in the framework and call-off documents and to make any necessary drafting or other amendments to

the terms of the agreement which are necessary to reach final agreement but do not materially affect the intent and substance of the agreement.

- (d) Delegate authority to Head of Service for Commissioning and Procurement to undertake a review of the Council’s rebate saving structure in conjunction with the incumbent supplier so that current agency margins are updated and the savings rebate received is more reflective of the current market. This will not affect the overall value of the contract. This will be completed post contract award, during the implementation phase of the new contract.

3 Implications and Impact Assessment

Implication	Commentary
<p>Financial:</p>	<p>The contract structure from a financial perspective and the supporting mechanisms for allocation of savings have not changed from prior arrangements / financial years. Off contract expenditure should be monitored on an ongoing basis to ensure value for money is being achieved.</p> <p>Shannon Coleman-Slaughter 28.6.2022.</p>
<p>Human Resource:</p>	<p>Management of the current and future contract has/will have one West Berkshire Council employee appointed as contract manager. The post is 1FTE and is already in place as the Supplier Relationship Manager within the Commissioning and Procurement Service. Contract management of this particular contract forms part of this roles responsibility and therefore the agency element is not 1 FTE post, but is more like 0.5 FTE. Value for money is shown in the level of service provided by the contract. The appointed contract manager facilitates the contract, ensuring hiring managers are getting what they need, queries are dealt with effectively and contract monitoring and reporting is completed. Hiring managers across the council’s service areas will then use the managed service when needed to source temporary staff.</p> <p>Without the current agency employees some services would struggle to meet customer service needs and therefore although there is a number of projects linked to the Workforce Strategy to support WBC growing its own supply of future talent along with direct recruitment first approaches. However there are some national challenges within the recruitment market and this approach will take time to implement and embed so in the meantime agency employees will be needed.</p>

	Comments above made by Paula Goodwin, HR Service Lead on the 17th June 2022.			
Legal:	The contract will be procured via the Eastern Shires Purchasing Organisation (ESPO) MSTAR 3 Framework. Framework reference 653F_19. Claire Say 21 st June 2022			
Risk Management:	Due to the fact that the managed service will have a new call-off contract, their supply chain will need to be moved onto the latest contractual terms to reflect the changes in framework agreement, ensure compliance and minimise risk. At this point, recruitment agencies that are part of the supply chain will have the opportunity to re-negotiate their margins and terms or opt out of the contract meaning that our supply chain conditions may change. The supplier implementations team will be responsible for the transfer of supply chain and any re-negotiations will need to be agreed by West Berkshire. If agencies refuse to sign into the supply chain for the MSTAR 3 framework, the bookings for their workers will continue under the MSTAR 2 rates but the agencies will not receive any new orders. The supplier has indicated that there won't be a large amount of variation from the MSTAR 2 to MSTAR 3 framework and therefore we shouldn't see a large increase in costs or decrease in specialism of supply especially in the social care categories.			
Property:	Not applicable			
Policy:	Not applicable			
	Positive	Neutral	Negative	Commentary
Equalities Impact:				

<p>A Are there any aspects of the proposed decision, including how it is delivered or accessed, that could impact on inequality?</p>	<p>x</p>			<p>The call-off contract will refer to equality legislation specifically the Equality Act 2010 and 2006 with clauses ensuring compliance with the legislation and to promote equality. Monitored at contract review meetings</p>
<p>B Will the proposed decision have an impact upon the lives of people with protected characteristics, including employees and service users?</p>	<p>x</p>			<p>The call-off contract will refer to equality legislation specifically the Equality Act 2010 and 2006 with clauses ensuring compliance with the legislation and to promote equality. This will be monitored at contract review meetings</p>
<p>Environmental Impact:</p>		<p>x</p>		<p>No direct impact on the environment as a result of this contract. Social value will be considered as part of the requirements and were addressed as part of the original framework tender. In particular, there were social value questions asked around how the service provider would ensure customer policies and agendas are supported. KPIs for providers are focused around payment terms to ensure sustainable supply chains, financial credit scores and the % of SMEs in the supply chain.</p>
<p>Health Impact:</p>		<p>x</p>		<p>No direct impact on employee's health as a result of this contract.</p>
<p>ICT Impact:</p>		<p>x</p>		<p>The contracted managed service will use a web and cloud based portal to facilitate sourcing of agency staff, approval of timesheets and reporting of management information and therefore has no negative impact on ICT services</p>
<p>Digital Services Impact:</p>		<p>x</p>		<p>The contracted managed service will use a web-based portal to facilitate sourcing of agency staff, approval of timesheets and reporting of management information.</p>

Council Strategy Priorities:	x			The proposed contract works towards the priority of ensuring sustainable services through innovation and partnerships. It will provide resource to the Council to ensure that services can continue even in circumstances where a lack of in house expertise is evident, aiding the workforce strategy. It also attempts to expand on the initiatives to generate income for supporting Council services. It does this through the savings rebate structure.
Core Business:	x			The proposed contract works to ensure that business can continue as usual when a lack of resource is available to do so. The contract works to reduce spend on agency staff, where possible.
Data Impact:		x		The data impact is neutral. A data protection impact assessment has been included in consultation with the Council's data protection and information security officers.
Consultation and Engagement:	<p>June Graves – Head of Commissioning and Procurement</p> <p>Karen Felgate – Service Manager, Procurement Commissioning and Quality</p> <p>Claire Say – Principal Lawyer</p> <p>Sharon Armour – Principal Lawyer</p> <p>Shannon Coleman-Slaughter – Chief Financial Accountant</p> <p>Paula Goodwin – HR Service Lead</p> <p>Ross Mackinnon – Portfolio Holder</p> <p>Procurement Board</p>			

4 Executive Summary

4.1 The current managed service for West Berkshire Agency and Temporary Staff provision was procured via the ESPO MSTAR 2 framework as a mini-competition and awarded

in 2018. The service commenced on the 4th March 2019 with the initial term ending 3rd March 2021, however a 2 year extension provision was approved and activated. This means that the current contract is due to expire on the 3rd March 2023 with no extension provision left and arrangements need to be put in place in anticipation of the contract ending.

- 4.2 The current provider is performing well and achieving contractual savings targets and therefore Commissioning and Procurement would like to award a new contract to the existing supplier through the direct call off capability of the ESPO MSTAR 3 Framework for a 4 year term.
- 4.3 Throughout the term of the current contract, Commissioning and Procurement have kept up to date with market trends and alternative arrangements. The current managed service is deemed to be in line with market standards, whilst fitting the councils requirements and providing value for money.

5 Supporting Information

Introduction

- 5.1 The Council has a heavy reliance upon recruitment agencies and 3rd parties to fill temporary staffing requirements. Until 2019 service areas contracted recruitment agencies directly and negotiated fees on a spot purchase basis. In 2019, the Council appointed a managed service provider to manage a supply chain of recruitment agencies to fill its temporary staffing requirements. Data from the contract suggests that a supply of temporary and agency staff is needed to ensure service levels across the council do not drop. Increased short term demand, interim cover for vacant posts, replacement for leavers, project work and absence cover are listed among the main reasons for creating orders through the supplier portal. The service provides candidates to review to fill the positions, timesheet approval and invoicing, management information and a savings rebate pricing structure.
- 5.2 The contract with the managed service provider is due to expire 03/04/2023 and the Commissioning and procurement service wishes to award a new contract via ESPO's MSTAR 3 Framework.

Background

- 5.3 The proposal to direct award the contract is based on the following information which is discussed in more detail through the proposals section.
 - (a) Performance Monitoring and outcomes
 - (b) Value for Money
 - (c) Management Information
 - (d) Nature of the Service and Streamlined Process

Proposals

- 5.4 It is proposed that the council award a direct call off contract via the MSTAR 3 Framework using a neutral vendor approach for a 4 year term. A neutral vendor approach means that the chosen supplier does not provide candidates themselves and instead sources candidates through a supply chain. Following direct award, it is proposed that the benchmarks that create the savings rebate structure are reviewed to reflect changes in the market and create up to date savings returns. This exercise will be conducted during the implementation process.
- 5.5 The current managed service contract provides value for money by limiting the amount of margin that an agency can charge on top of worker's pay rates. Prior to the contract agencies could charge in the region of 50-60% of the worker's pay rate as agency margin leading to non-standard and increased costs. The current arrangement however means that each agency that wishes to become part of the supply chain must sign a contract with the managed service, agreeing to standard margins across various job categories.
- 5.6 The contractual target for fulfilment rates are 98% of orders for staff are filled for 'standard' roles, falling to 90% when roles are hard to fill or specialist. With the nature of the Councils requirements being last minute and urgent for care homes and the impact of Covid on the market, the supplier has met the 90% target. 85% of roles that went 'unfilled' have been attributed to requirements that were urgent or last minute with 99% of those being for care homes or resource centres.
- 5.7 Overall Council spend has increased this year by a considerable amount however this is due to the impacts and knock on effect of the Covid pandemic. The contract has seen an increase in demand, reflected in the amount of hours billed through the contract. The supplier has managed expectation of the agencies well in a volatile market. Agency requests for increased pay rates and margins have been dealt with well and fulfilment remained as high as possible. It is believed that the contract provides value for money. Comparisons were made between various suppliers within the YPO and MSTAR 3 frameworks with the supplier showing the best prices overall across the majority of job categories. This is further demonstrated when comparing the MSTAR3 framework to the alternative YPO framework where cheaper charges rates are seen for the roles where we have most agency demand.
- 5.8 Resource is in place to contract manage the managed service arrangement and therefore no additional pressures will be needed. The nature of the contract management in this area means that strong working relationships have been built with the supplier's business partners over the course of the initial term which would ease the pressures of implementation.
- 5.9 Due to the nature of the work that the council do as an authority, there will always be a need for a supply of agency staff, primarily to ensure services are kept running. The aim of the strategy is to ensure there is a contractual arrangement that provides value for money and maintains good working relationships with recruitment agencies at competitive rates. It is believed that the proposed arrangement meets this aim. The ultimate aim of the council should be to reduce reliance upon agency staff and therefore overall spend however this requires a change in strategy focusing on permanent

recruitment and retention. The proposed contracts attempts to cover the necessary provision for when agency staff are needed.

- 5.10 The proposal is focused solely upon recruitment of temporary staff. There is contractual provision to transfer temporary workers to permanent members of staff, provided that the workers are sourced via the managed service, at reduced rates or without the need to pay introduction fees depending on the amount of time that the temporary worker has been in post. Human Resources are currently looking into provision regarding the use of recruitment agencies for permanent recruitment.
- 5.11 ESPO have confirmed compliance with UK procurement legislation and that there are no conditions to direct call-off from the framework that will prohibit the Council from awarding directly. Commissioning and Procurement are satisfied that the framework agreement and customer call-off contract are suitable to provide the service required.

6 Other options considered

6.1 Alternative options considered are:

- (a) Re-tendering the service to look for alternative managed service suppliers through the MSTAR3 Framework
- (b) A joint venture approach to 'in-house' provision using resource set up by another local authority
- (c) Let the contract expire and service areas revert to making their own provision for sourcing agency and temporary staff.
- (d) Appointing a Managed Service Provider through the YPO framework
- (e) Adopting a Master Vendor approach and appointing a new managed service.

6.2 Re-tendering the service for a commencement of 4th March 2023 is not the preferred option. Commissioning and Procurement are satisfied with service provision provided and would like to extend the contracts with the current providers. Changes to the service provider after a successful 4 year period would likely mean 'off-contract' spend increases and therefore overall cost with no savings produced. It has taken time to incorporate the managed service process into the council's recruitment culture and any change in provider could produce detrimental impact on agency spend. There is a risk that progress made in this area would be lost by a change of supplier. Consideration has also been given to the costs incurred by changing supplier. These include the cost of re-tendering, re-implementation, re-training users on a new system, internal disruption to current bookings, creating new working business relationships with the managed service supply chain.

6.3 Commissioning and Procurement have considered alternative options that would provide 'in-house' managed services. This would be in the form of a joint venture with another local authority whereby a team of 'recruiters' would be provided to West Berkshire Council who would pro-actively source temporary staff candidates to fill requirements, eliminating the need to continually pay agency fees and margins to 3rd party providers. Savings would be seen through the dividends that the company

produces and send back to West Berkshire Council. Commissioning and Procurement are exploring the idea for future use as the initial set up would have considerable time and financial implications. It is logical to continue with the current arrangement whilst this option is analysed further throughout the duration of the proposed contract.

- 6.4 An option could be to let the contract expire however this is not the recommended route. Service areas would need to make their own provisions for sourcing temporary and agency staff when requirements arise. This is not a viable option as it would mean any progress made in value for money and working business relationships over the initial term would likely reverse and service areas would be in charge of their own negotiations directly with suppliers, leading to increased costs. Recruitment agencies would not have limited margins that they can charge which historically have been in the region of 20-60% of the worker's pay rate.
- 6.5 Comparisons were made to an alternative framework to determine whether the MSTAR3 framework and the supplier provided value for money. MSTAR 3 was compared to YPO's Managing Temporary and Permanent Recruitment – 942 framework. Comparisons were also made between providers on the 942 framework. Across all job categories, the supplier demonstrated the lowest total charge costs amongst all the neutral vendor providers within the 942 framework. The MSTAR 3 framework however has a flat pricing schedule across all providers and therefore we asked the supplier to produce price comparisons between the YPO and MSTAR 3 frameworks to determine which would provide the council with value for money. In lower paid roles, where most of the council's requirements sit, the MSTAR 3 framework showed greater value for money than the 942 framework and therefore MSTAR 3 is the recommendation.
- 6.6 The current contract adopts a neutral vendor approach which means that the chosen supplier does not provide candidates themselves and instead sources candidates through a supply chain. This was compared to a master vendor approach where an agency is appointed to source candidates and will only send orders out to other selected agencies, if the master vendor is unable to fulfil the requirement. Whilst management fees can be lower in a master vendor approach, neutral vendors are incentivised to make and deliver cost savings, particularly in relation to reducing the demand for and the duration of assignments. Neutral vendors do not make money from placing candidates and therefore the cost for delivering their service is all contained within their management fee, therefore, on a like-for-like comparison, neutral vendor management fees can be more expensive than management fees of a master vendor. However, the savings delivered should far exceed any extra cost in management fee due to the effective implementation and engagement by hiring managers and agencies alike. A neutral vendor is more likely to provide unbiased audit, compliance and MI documentation. Therefore a continued neutral vendor approach is recommended due to price comparison, analysis of management information, continuity in process and working relationships.

7 Conclusion

- 7.1 The Executive resolves to:
 - (a) Enter into a new call off contract for a period of 4 years with 6 month termination clause inserted into the call-off contract that can be activated at any point should

it be required. The termination clause can be inserted into the call-off contract as confirmed by ESPO, the framework provider and the supplier. The initial term would be 4th March 2023 – 3rd March 2027. The call off contract will be commissioned to provide a managed service for agency and temporary staff via the ESPO MSTAR3 Framework.

- (b) Delegate authority to Head of Service for Commissioning and Procurement to award the contract for the provision of an Agency and Temporary Staff Managed Service in consultation with the Head of Finance, Service Lead – Human Resources, Legal and Democratic Services lead and the Portfolio holder for Commissioning and Procurement.
- (c) Delegate authority to the Service Lead Legal & Democratic Services in consultation to finalise the terms of the agreement as set out in the framework and call-off documents and to make any necessary drafting or other amendments to the terms of the agreement which are necessary to reach final agreement but do not materially affect the intent and substance of the agreement.
- (d) Delegate authority to Head of Service for Commissioning and Procurement to undertake a review of the Council’s rebate saving structure in conjunction with the incumbent supplier so that current agency margins are updated and the savings rebate received is more reflective of the current market. This will not affect the overall value of the contract. This will be completed post contract award, during the implementation phase of the new contract.

8 Appendices

8.1 Appendix A – Equalities Impact Assessment

8.2 Appendix B – Data Protection Impact Assessment

Subject to Call-In:

Yes: No:

- The item is due to be referred to Council for final approval
 - Delays in implementation could have serious financial implications for the Council
 - Delays in implementation could compromise the Council’s position
 - Considered or reviewed by Overview and Scrutiny Management Committee or associated Task Groups within preceding six months
 - Item is Urgent Key Decision
 - Report is to note only
-

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Author:			
Owning Service			

Change History

Version	Date	Description	Change ID
1			
2			

Appendix A

Equality Impact Assessment (EqIA) - Stage One

<p>What is the proposed decision that you are asking the Executive to make:</p>	<p>Executive approval to:</p> <p>Enter into a new call off contract for a period of 4 years with 6 month termination clause inserted into the call-off contract.</p> <p>Delegate authority to Head of Service for Commissioning and Procurement to award the contract for the provision of an Agency and Temporary Staff Managed Service to the successful bidder in consultation with the Head of Finance and the Portfolio holder for Commissioning and Procurement and Legal & Democratic Services Lead.</p>
<p>Summary of relevant legislation:</p>	<p>PCR 2015, Council Contract Rules of Procedure</p>
<p>Does the proposed decision conflict with any of the Council's priorities for improvement?</p> <ul style="list-style-type: none"> • Ensure our vulnerable children and adults achieve better outcomes • Support everyone to reach their full potential • Support businesses to start develop and thrive in West Berkshire • Develop local infrastructure including housing to support and grow the local economy Maintain a green district • Ensure sustainable services through innovation and partnerships 	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please indicate which priority and provide an explanation</p>
<p>Name of Budget Holder:</p>	<p>June Graves</p>
<p>Name of Service/Directorate:</p>	<p>Commissioning and Procurement</p>
<p>Name of assessor:</p>	<p>Chris Harris</p>
<p>Date of assessment:</p>	<p>21/06/2022</p>
<p>Version and release date (if applicable):</p>	
<p>Is this a ?</p>	<p>Is this policy, strategy, function or service ... ?</p>

Policy	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	New or proposed	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Strategy	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Already exists and is being reviewed	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Function	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is changing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Service	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

(1) What are the main aims, objectives and intended outcomes of the proposed decision and who is likely to benefit from it?

Aims:	Provision of a managed service provider (MSP) to source the Councils agency and temporary staff requirements
Objectives:	Enter into contract with the Managed Service Provider (MSP) for a further four years to deliver the Council's agency and temporary staff provision via an ESPO MSTAR 3 framework.
Outcomes:	Neutral vendor approach to agency and temporary staff provision which enables the Council to achieve a rebate through a benchmarking structure. Contract will deliver tangible and intangible savings which are set out below.
Benefits:	The supplier has delivered a good service during the current contract and will continue to deliver the following: Consolidated invoicing Rebate structure which provides Council with tangible savings as agreed within contract award Reduction in hiring manager resources searching for suitable agency staff Access to a large supply chain of recruitment agencies.

(2) Which groups might be affected and how? Is it positively or negatively and what sources of information have been used to determine this?

(Please demonstrate consideration of all strands – Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex and Sexual Orientation)

Group Affected	What might be the effect?	Information to support this
Age	Positive	The contract requires adherence to Equality Act 2010 and Equality Act 2006. Clause 26.1 refers to non-discrimination within the scope of this legislation. Contract

		monitoring, KPI data and meetings inform adherence to the legislation and data is monitored through the cloud based portal.
Disability	Positive	The contract requires adherence to Equality Act 2010 and Equality Act 2006. Clause 26.1 refers to non-discrimination within the scope of this legislation. Contract monitoring, KPI data and meetings inform adherence to the legislation and data is monitored through the cloud based portal.
Gender Reassignment	N/A	
Marriage and Civil Partnership	N/A	
Pregnancy and Maternity	Positive	The contract requires adherence to Equality Act 2010 and Equality Act 2006. Clause 26.1 refers to non-discrimination within the scope of this legislation. Contract monitoring, KPI data and meetings inform adherence to the legislation and data is monitored through the cloud based portal.
Race	Positive	The contract requires adherence to Equality Act 2010 and Equality Act 2006. Clause 26.1 refers to non-discrimination within the scope of this legislation. Contract monitoring, KPI data and meetings inform adherence to the legislation and data is monitored through the cloud based portal.
Religion or Belief	N/A	
Sex	Positive	The contract requires adherence to Equality Act

		2010 and Equality Act 2006. Clause 26.1 refers to non-discrimination within the scope of this legislation. Contract monitoring, KPI data and meetings inform adherence to the legislation and data is monitored through the cloud based portal.
Sexual Orientation	N/A	
Further Comments:		
N/A		

(3) Result	
Are there any aspects of the proposed decision, including how it is delivered or accessed, that could contribute to inequality?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p>Please provide an explanation for your answer:</p> <p>Clauses within the framework agreement and call-off contract address the requirement to adhere with equality legislation and promote equal opportunities.</p>	
Will the proposed decision have an adverse impact upon the lives of people, including employees and service users?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p>Please provide an explanation for your answer:</p> <p>Clauses within the framework agreement and call-off contract address the requirement to adhere with equality legislation and promote equal opportunities.</p>	

If your answers to question 2 have identified potential adverse impacts and you have answered ‘yes’ to either of the sections at question 3, or you are unsure about the impact, then you should carry out a EqlA 2.

If an EqlA 2 is required, before proceeding you should discuss the scope of the Assessment with service managers in your area. You will also need to refer to the EqlA guidance and template – <http://intranet/index.aspx?articleid=32255>.

(4) Identify next steps as appropriate:	
EqlA Stage 2 required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owner of EqlA Stage Two:	
Timescale for EqlA Stage Two:	

Name:

Date:

Please now forward this completed form to Pamela Voss, Equality and Diversity Officer (pamela.voss@westberks.gov.uk), for publication on the WBC website.

Appendix B

Data Protection Impact Assessment – Stage One

The General Data Protection Regulations require a Data Protection Impact Assessment (DPIA) for certain projects that have a significant impact on the rights of data subjects.

Should you require additional guidance in completing this assessment, please refer to the Information Management Officer via dp@westberks.gov.uk

Directorate:	Resources
Service:	Commissioning and Procurement
Team:	Commissioning and Procurement
Lead Officer:	Chris Harris
Title of Project/System:	Agency and Temporary Staff Managed Service Contract – CNET5
Date of Assessment:	21/06/2022

Do you need to do a Data Protection Impact Assessment (DPIA)?

	Yes	No
<p>Will you be processing SENSITIVE or “special category” personal data?</p> <p><small>Note – sensitive personal data is described as “ data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation”</small></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Will you be processing data on a large scale?</p> <p><small>Note – Large scale might apply to the number of individuals affected OR the volume of data you are processing OR both</small></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will your project or system have a “social media” dimension?</p> <p><small>Note – will it have an interactive element which allows users to communicate directly with one another?</small></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Will any decisions be automated?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No
Note – does your system or process involve circumstances where an individual's input is "scored" or assessed without intervention/review/checking by a human being? Will there be any "profiling" of data subjects?		
Will your project/system involve CCTV or monitoring of an area accessible to the public?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will you be using the data you collect to match or cross-reference against another existing set of data?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will you be using any novel, or technologically advanced systems or processes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Note – this could include biometrics, "internet of things" connectivity or anything that is currently not widely utilised		

If you answer "Yes" to any of the above, you will probably need to complete [Data Protection Impact Assessment - Stage Two](#). If you are unsure, please consult with the Information Management Officer before proceeding.

Impact Assessment

<p>What is it you're planning to do?</p> <p>Explain the problem, need, issue or deficiency your project will address, and what kind of data processing it will involve. You may wish to include project plans or flowcharts.</p> <p>Consider:</p> <ul style="list-style-type: none"> • What do you want to achieve? • What is the intended effect on individuals? • What are the benefits of the processing for your service, and the organization more broadly?
<p>West Berkshire Council have a contract in place with a managed service provider to source candidates for and fill the council's agency and temporary staff requirements. As part of this managed service, candidates are submitted that meet the requirements on a web-based portal for consideration by the hiring managers. This submission includes candidates name, CVs and compliance information including, confirmation of right to work eligibility, confirmation of whether the candidates national insurance number has been checked by the agency, confirmation of DBS number if applicable. Candidates 'profiles' are stored on the web based portal.</p> <p>This service allows for streamlined recruitment of agency and temporary staff from multiple recruitment agencies.</p>

A privacy notice will be completed that will detail the information that is passed between the organisations and the legal basis for that transfer.

Describe the nature of the processing.

Consider:

- **How will you collect, use, store and delete data?**
- **What is the source of the data?**
- **Will you be sharing data with anyone?**
- **What types of processing identified as likely high risk are involved?**

You might find it useful to refer to a flow diagram or another way of describing data flows.

Recruitment agencies will collate information on their candidates through conversations with their candidates and will submit the relevant data to the portal for the hiring manager's consideration. The profiles are created by the relevant recruitment agency. This data can be viewed by the recruitment agency, employees and West Berkshire employees that are given access to particular parts of the web based portal. West Berkshire admin permissions can view profiles for all submitted candidates across all orders however hiring managers can only view information for candidates submitted to their orders. Data on candidates will not be shared outside of the organization.

Candidates also sign a GDPR consent form with their agencies so that data can be shared. If consent is withdrawn and candidates request their data to be deleted, the request is passed to the group legal to log and process. The Group will contact the candidate to confirm exactly what they are requesting, the responsibility for deleting records from C.net goes back to the supplier and the systems team update C-net

The supplier is legally obliged to retain information relating to payments so if the individual has worked and had timesheets processed. This information includes Workers pay rate, supplier margin, transaction fee to the supplier and overall charge rates.

The supplier doesn't hold much data for individuals because their relationship is with the supplying agency and only hold enough to facilitate their bookings.

The supplier's servers are in London, UK which is where the information will be stored.

Describe the scope of the processing.

Consider:

- **What is the nature of the data, and does it include sensitive "special category" or criminal offence data?**
- **How much data will you be collecting and using? How often? How long will you keep it? Have you reviewed/arranged an entry in the corporate records retention schedule?**

- **How many individuals are affected?**

There are currently 393 worker profiles available on the portal. Some data submitted by recruitment agencies can be classed as special category data such as racial or ethnic origin and data concerning health such as disability status. In some roles, DBS checks are completed on candidates as required by law. Equality information is stored in order to comply with the Equality Act 2010.

Record retention will mirror local authority policies and for the Council the retention schedule is available to the public on the Council's website.

Historical personal data shall be retained by the Service Provider in accordance with legal retention requirements. Personal Data which cannot be lawfully retained shall be securely deleted in accordance with Data Protection Legislation and Good Industry Practice.

Describe the context of the processing.

Consider:

- **How much control will people have over their data?**
- **Would they expect you to use their data in this way?**
- **Do they include children or other vulnerable groups?**
- **Are there prior concerns over this type of processing or security flaws?**
- **Is it novel in any way?**
- **What is the current state of technology in this area?**
- **Are there any current issues of public concern that you should factor in?**
- **Are you signed up to any approved code of conduct or certification scheme (once any have been approved)?**

Candidate's information is collated by the relevant recruitment agency and then submitted to the portal by the agency. It will then be viewed by hiring managers during the recruitment process. Candidates can request for their data to be deleted via their agency. Once an order is filled, unsuccessful candidates are removed from the order and hiring managers are not able to view details of the unsuccessful candidates.

Candidates should expect for their data to be used in this way and they sign GDPR consent forms with their agencies.

Children are not included.

The data is held on a web based portal that has restrictive access depending on differing levels of permissions.

The system is a Web based portal and is therefore not novel however there is a social media element to the portal as hiring managers, the supplier's staff and recruitment agency staff can communicate via comments and notes left on orders and bookings. Interviews can also be arranged via this method.

There is no public concern attached to this type of data processing.

<p>There is no approved code of conduct or certification scheme that has been signed up to.</p>
<p>Do you intend to consult with affected stakeholders? If not why not?</p> <p>Consider/explain:</p> <ul style="list-style-type: none">• When and how you will seek individuals' views – or justify why it's not appropriate to do so.• Who else do you need to involve within your organisation? Do you need to ask your processors to assist? Do you plan to consult information security experts, or any other experts?
<p>Don't consult a large amount of stakeholders, they are aware info is gathered and will be shared with potential employer and managed service provider as part of the contracted service. Stakeholders include, hiring managers, recruitment agencies, the supplier's staff, contract managers, timesheet approvers etc.</p> <p>This information has been shared and advice has been taken from the data protection officer and the information security officer.</p> <p>The supplier's servers are in London, UK which is where the information will be stored.</p>
<p>Describe compliance and proportionality measures.</p> <p>Consider:</p> <ul style="list-style-type: none">• What is your lawful basis for processing? Does the processing actually achieve your purpose? Is there another way to achieve the same outcome?• How will you prevent function creep (using the data for more than the original purpose)?• What information will you give individuals? How will you help to support their rights? What measures do you take to ensure processors comply? How do you safeguard any international transfers?
<p>The agencies are collecting the prospective candidate's personal data under consent. The GDPR - Lawfulness of Processing is under article 6 a namely consent and for special category data: -</p> <p>Article 9 (2) (a)</p> <p>the data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except where Union or Member State law provide that the prohibition referred to in paragraph 1 may not be lifted by the data subject;</p>

Processing of other data will be under Article 6 (1) (b)

namely processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;

Subsequent processing of data may be necessary under:

Article 6 (1) (c)

processing is necessary for compliance with a legal obligation to which the controller is subject;

Article 6 (1) (e)

processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;

Article 9 (2) (g)

processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;

Risk Assessment

Identify, list and classify risks.

	Agency and Temporary Staff Managed Service Contract 2023 # Include associated compliance and corporate risks as necessary <i>The Data Protection Principles are reproduced in Appendix A – you may wish to refer to these when identifying risks</i>	Likelihood of harm	Severity of harm	Overall risk
		<i>Remote, possible or probable</i>	<i>Minimal, significant or severe</i>	<i>Low, medium or high</i>
1	If retention period is not established information may be stored for longer than is necessary	Possible	Minimal	Medium
2	Passwords are shared and therefore unauthorised individuals are able to view candidate's profiles.	Possible	Minimal	Medium
3	Candidates CVs are downloaded and stored on the WBC system and can be shared via email.	Probably	Significant	Medium
4	Duplication of CV/identity	Possible	Significant	Medium

Risk Mitigation		
Risk #	Options to reduce or eliminate risk (Possible or Probable Risks only)	Effect on risk
		<i>Eliminated, reduced or accepted</i>
1	Agree retention periods with commissioners and incorporate into retention schedule	<i>Reduced</i>
2	Authorised individuals are reminded to not share passwords	<i>Reduced</i>
3	Authorised individuals are reminded of GDPR legislation, specifically that copies of CV's shared via email are not retained in any individuals email account.	<i>Reduced</i>
4	Ensure CVs are not shared outside the organisation	<i>Reduced</i>

Approvals

This assessment must be approved before the project proceeds to implementation stage.

	Signed	Date
Data Protection Officer	S ARMOUR	28 07 2022
DPO advice/actions:	<p>I have a number of questions (see above) however subject to the resolution of those and sign off by the Council’s Information Security Officer I am content with the proposal.</p> <p>I have noted that a privacy notice will be prepared and that should be made available/published to inform data subjects of their rights. The notice should clearly set out the rights, lawful basis for processing and the purposes for which both the Council and Supplier will use the data.</p> <p>I understand from our earlier conversation that the special category data will be minimal and only required to fulfill the Council’s duties under the Equality Act 2010. However I am not clear whether this information would be elective rather than mandatory. One specific requirement here is the necessity to collect and record “explicit consent” to process this data. It is not enough for it to be implied by pursuing a contract. There needs to be a mechanism by which the council has recorded this.</p> <p>I would also advise you to put a policy in place regarding deleting candidates’ personal details from the hiring manager’s system including email. This would particularly apply to unsuccessful candidates.</p>	

<p>Head of Service</p> <p><i>Signature by Head of Service indicates acceptance of DPO advice unless expressly overruled with reasons</i></p>		
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<p>This DPIA and completion of actions arising from it will be the responsibility of (insert name of responsible officer in service)</p>	
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Once approved, this document should be sent to dp@westberks.gov.uk

END

Appendix A

The Data Protection Principles (from the General Data Protection Regulations)

1. Personal data shall be:
 1. processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
 2. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with [Article 89\(1\)](#), not be considered to be incompatible with the initial purposes ('purpose limitation');
 3. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
 4. accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
 5. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with [Article 89\(1\)](#) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation');
 6. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').