

## FRAMEWORK AGREEMENT SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

### PART A: SERVICES

#### 1. INTRODUCTION

- 1.1 Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Workforce Management services. This requires Suppliers to deliver selected Workforce Management services to Contracting Bodies in order to achieve organisational efficiency. The Framework Agreement will comprise of a single Lot to be awarded to multiple Suppliers.
- 1.2 The Framework Agreement will focus on the provision of Workforce Management services to the NHS Contracting Bodies but will be open to all UK public sector bodies. A full list Contracting Bodies who are able to use the Framework Agreement can be found in the OJEU Contract Notice.
- 1.3 This Framework Agreement will be managed centrally by the Authority.
- 1.4 The Authority placed a Prior Information Notice 2013/S 243-422865 on 14/12/2013 (the PIN notice) in the Official Journal of the European Union (OJEU).
- 1.5 The procurement has been advertised by publishing a Contract Notice in the OJEU advertising the Open Procedure under the Public Contracts Regulations 2006 (as amended) (the "Regulations").
- 1.6 The purpose of this Part A of Framework Agreement Schedule 2 (Services) is to provide a description of the Services that a Supplier shall be required to deliver to Contracting Bodies under this Framework Agreement.
- 1.7 The Services and any Standards set out in this Framework Schedule 2 (Services and Key Performance Indicators) below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Body during a Further Competition Procedure to reflect its Services Requirements for entering a particular Call Off Agreement.
- 1.8 The Supplier shall comply with the Service Levels throughout the period of the Framework Agreement and any subsequent Call Off Agreements.

#### 2. DESCRIPTION OF LOT

Workforce Management Services, which contribute to a Contracting Body's overall organisational delivery as shown in Appendix 2, have been categorised into two parts:

- a) Flexible Use of Resources to ensure overall organisational efficiency:  
Using resources flexibly to support peak and reactive resource demands.
- b) Effective Use of Resources:

Use of resources effectively having obtained a full understanding of overall workforce utilisation, tracking resource demand fluctuations, ensuring the appropriate utilisation of Substantive Workers and planning for the appropriate use of Flexible Workers.

## 2.1 SERVICES INCLUDED IN THE SCOPE OF THE FRAMEWORK AGREEMENT

2.1.1 Services relating to the **Flexible** Use of Resources include:

- Flexible Resource Pool (Staff Bank) set up.
- Operation and management of a Flexible Resource Pool
- Employment or engagement of a Flexible Resource Pool
- Control and management of Contingent Labour

2.1.2 Services relating to the **Effective** Use of Resources, include:

- Workforce analysis and advice services to understand demand patterns and current utilisation of substantive and flexible workforce.
- Workforce optimisation services such as shift planning, absence management and forecasting and budgeting.
- Investment analysis to determine whether an in-house or fully outsourced Flexible Resource Pool solution is required.

2.1.3 The Supplier shall offer innovative solutions (where possible) when working with Contracting Bodies to support the Contracting Bodies in the effective and flexible use of resources.

## 2.2 SERVICES EXPRESSLY EXCLUDED FROM THE SCOPE OF THE FRAMEWORK AGREEMENT

2.2.1 Workforce planning activities such as Substantive Worker recruitment, training of Substantive Worker and performance management of Substantive Worker.

2.2.2 Sourcing of e-rostering systems or equivalent technology solution i.e. the activity by which a Contracting Body determines how e-rostering systems or equivalent technology solution will be procured.

2.2.3 The standalone supply of e-rostering systems or equivalent technology solution (where this is not being supplied alongside other Workforce Management services))

2.2.4 Sourcing of contingent labour i.e. the activity by which a Contracting Body determines how contingent labour will be supplied.

2.2.5 Supply of contingent labour, except where the Supplier is appointed to act as the Contracting Body's Agent in line with Clause 4.2. In this case the Contracting Body shall direct the Supplier where and how to access the Contingent Labour. For the avoidance of doubt, this exclusion does not prevent the Supplier from supplying contingent labour to a Contracting Body as appropriate under another relevant contingent labour framework agreement.

## 2.3 MANDATORY AND NON MANDATORY SERVICES

2.3.1 The Supplier shall be capable of providing all Services which are defined as Mandatory Services (either through in-house resources or via sub-contracting or consortium arrangements).

- 2.3.2 In addition, the Supplier may be capable of providing some or all of the Non-Mandatory services.
- 2.3.3 The Contracting Body will specify which Services it requires at the Call Off stage. Not all Contracting Bodies will require all Services in any given Call Off Contract.
- 2.3.4 The table below illustrates which are Mandatory and Non-Mandatory Services. It should be noted that there are no Mandatory Services for the Effective Use of Resources. Full details of what is required as part of each of these Services can be found in the relevant paragraph the number of which is provided in the table.

	Service	Mandatory	Non-Mandatory
Effective Use of Resources	<b>5.1 Workforce Analysis and Advice</b>		
	5.1.1 Review of existing substantive and flexible workforce utilisation		✓
	5.1.2 End to end Workforce Management process mapping		✓
	5.1.3 Workforce optimisation options appraisal		✓
	<b>5.2 Workforce Optimisation Services</b>		
	5.2.1 Shift planning		✓
	5.2.2 Absence management		✓
	5.2.3 Forecasting and budgeting		✓
	<b>5.3 Flexible Resource Investment Analysis and Advice</b>		
	5.3.1 Flexible workforce suitability and options appraisal		✓
Flexible Use of Resources	<b>3.1 Flexible Resource Pool (Staff Bank) Set Up</b>		
	3.1.1 Recruitment and induction of flexible workforce	✓	
	3.1.2 Training of flexible workforce	✓	
	<b>3.2 Operation and Management of Flexible Resource Pool</b>		
	3.2.1 Booking Management	✓	
	3.2.2 System integration	✓	
	3.2.3 Flexible Worker Pay Management	✓	
	3.2.4 Reporting	✓	
	3.2.5 Flexible Workers Performance	✓	
	3.2.6 On site presence	✓	
	<b>4.1 Employment or Engagement of Flexible Resource Pool</b>		
	4.1.1 Employment or engagement of Flexible Resource Pool		✓
	4.1.2 Transfer of employment or engagement		✓
	<b>4.2 Control and Management of Contingent Labour</b>		
	4.2.1 Cascade bookings		✓
	4.2.2 Contingent labour booking management		✓
	4.2.3 Contingent labour account management		✓
	4.2.4 Contingent labour Performance Management		✓
4.2.5 Contingent labour Systems Integration / IT Services		✓	

2.3.5 Contracting Bodies will be able to select any combination of Workforce Management services set out in this Framework Schedule in order to meet their Workforce Management needs. For example:

Example 1: A Contracting Body may require the set-up of a Flexible Resource Pool (also known as a Staff Bank) which they intend to manage in-house. In this case the Contracting Body would select, and the Supplier should supply, the Services specified at paragraph 3.1, “Flexible Resource Pool (Staff Bank) Set Up” of this Framework Schedule.

Example 2: A Contracting Body may require the operation and management of an existing Flexible Resource Pool (known as a Managed Staff Bank solution). In this case the Contracting Body would select, and the Supplier should supply, the Services specified at paragraph 3.2 “Operation and Management of a Flexible Resource Pool” as well as the on-going recruitment, induction and training Services specified at paragraph 3.1 of this Framework Schedule.

Example 3: A Contracting Body may wish to fully outsource an existing Flexible Resource Pool (also known as a Fully Outsourced Staff Bank solution). In this case the Contracting Body would select, and the Supplier should supply, the Services specified at paragraphs 3.2 “Operation and Management of a Flexible Resource Pool”, and the Services set out at paragraph 4.1 “Employment or Engagement of the Flexible Resource Pool”, as well as the on-going recruitment, induction and training Services specified at paragraph 3.1 of this Framework Schedule.

This list of examples is not exhaustive and Suppliers shall be expected to tailor the overall combination of Workforce Management services provided to suit the Contracting Body’s particular needs.

<b>3 MANDATORY SERVICES – FLEXIBLE USE OF RESOURCES</b>
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<b>3.1 FLEXIBLE RESOURCE POOL (STAFF BANK) SET-UP</b>
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3.1.1 Recruitment and induction of flexible workforce:
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3.1.1.1 The Supplier shall deliver all elements of recruitment and induction of Flexible Workers as required by the Contracting Body.

3.1.1.2 The Supplier shall ensure that the Flexible Resource Pool is capable of providing all staff types as specified by the Contracting Body at Call Off. This will include, as a minimum, nurses, doctors, allied health professionals, health service science staff and non-medical non clinical staff.

3.1.1.3 The Supplier shall, in line with processes to be agreed with the Contracting Body, ensure that the Flexible Resource Pool has sufficient numbers of suitably qualified staff at all times. The Supplier shall review this on a regular basis, as specified by the Contracting Body and the Supplier shall make any necessary adjustments implemented within agreed timescales.

3.1.1.4 The Supplier shall be responsible for all candidate communication during the recruitment. This will include all candidate face to face interviews prior to joining the Flexible Resource Pool and the generation and issuing of any required offer letters and contracts of employment or engagement for workers joining the Flexible

Resource Pool on behalf of the Contracting Body. All interviewers shall be trained in relevant equality and diversity legislation and have specialist knowledge of the staff type they are recruiting for. The Supplier shall liaise with any internal recruitment team or hiring manager.

3.1.1.5 The Supplier shall have the ability to carry out recruitment by means of an online recruitment and application system which is accessible to the Supplier and the Contracting Body – see Section 3.2.1 and 3.2.2 below. This may be provided by the Supplier or may be through the use of an existing system such as [www.jobs.nhs.uk](http://www.jobs.nhs.uk).

3.1.1.6 The Supplier shall ensure that all necessary safeguarding and employment checks, to include statutory requirements and any others as specified by the Contracting Body, have been carried out. Where the Contracting Body is an NHS body then employment checks must be carried out in line with NHS Employment check standards as provided and updated from time to time by NHS Employers at:

<http://www.nhsemployers.org/RecruitmentAndRetention/Employment-checks/Employment-Check-Standards/Pages/Employment-Check-Standards.aspx>.

This will include, as a minimum, the following requirements:

- Identity checks
- Right to work checks
- Professional registration and qualifications checks
- Employment history and reference checks
- Criminal record, and barring/ Disclosure and Barring Services checks
- Work health assessments
- Any additional requirements will be specified by the Contracting Body at the Call Off stage.

3.1.1.7 Where the Contracting Body is a NHS body, any international recruitment must be in line with the UK code of practice for international recruitment as at: <http://www.nhsemployers.org/your-workforce/recruit/employer-led-recruitment/international-recruitment/uk-code-of-practice-for-international-recruitment>

### 3.1.2 Training of Flexible Workforce:

3.1.2.1 The Supplier shall coordinate and ensure delivery of any statutory or mandatory training requirements as specified by the Contracting Body for Flexible Workers. Where the Flexible Worker is a licensed doctor, then the Supplier shall ensure that the latest requirements of the General Medical Council (GMC), as provided at [www.gmc-uk.org](http://www.gmc-uk.org) and updated from time to time, are fully met at the cost to the Supplier. Where the Flexible Worker is a registered nurse or midwife, then the Supplier shall ensure that the latest requirements, as provided at [www.nmc-uk.org](http://www.nmc-uk.org) and updated from time to time, of the Nursing and Midwifery Council are fully met at the cost to the Supplier. Details of other statutory or mandatory training requirements will be identified as appropriate by the Contracting Body at the Call Off stage. Where the Contracting Body is an NHS Body then the Skills for Health guidelines as found at [www.skillsforhealth.org.uk/getting-the-right-qualifications](http://www.skillsforhealth.org.uk/getting-the-right-qualifications) should be followed.

3.1.2.2 The Supplier shall include identification of need by the Contracting Body as part of this requirement, booking of training with either internal or external training providers and recording of training on relevant systems.

3.1.2.3 Where a Flexible Worker is also a Substantive Worker of the Contracting Body, the procedures shall be agreed between the Supplier and the Contracting Body that all necessary training for the individual workers is provided in the most effective way to ensure all necessary training is provided with no duplication.

## **3.2 OPERATION AND MANAGEMENT OF A FLEXIBLE RESOURCE POOL**

Where the Supplier is required to operate and manage a Flexible Resource Pool the Supplier will be expected to undertake the recruitment, induction and training Services described at paragraph 3.1 above on an on-going and continuous basis as necessary. In addition the Supplier will be expected to deliver the Services set out below.

### **3.2.1 Booking Management**

3.2.1.1 The Supplier shall be responsible for delivering all necessary communication to the flexible workers and management of the Flexible Resource Pool in relation to; identifying and allocating assignments based on experience, qualifications and availability of flexible workers and any prevailing local or national policy or directive.

3.2.1.2 The Supplier shall also be responsible for all elements of the Flexible Resource Pool booking management, as defined by the Contracting Body and including, as a minimum:

- a. Interface with e-rostering systems to include the facility to receive data
- b. Provision of an online (web based) portal / booking management system to facilitate bookings;
- c. Provision of a self-booking facility, with guidance and help desk, including a telephone booking service to support Flexible Workers;
- d. Provision of all appropriate training and guidance, including manuals, to support the Contracting Body and Flexible Workers in accessing and using booking systems;
- e. Access to the booking system available to as many people as required by the Contracting Body;
- f. Provision of a text facility to send assignment details directly to workers mobile phones;
- g. Provision of Supplier staff to make direct contact, in line with processes agreed with the Contracting Body and any relevant data protection requirements, with Flexible Workers in order to fulfil bookings;
- h. Provision to accept all forms of assignment generation in addition to electronic generation, including as a minimum e-mail, telephone, paper;
- i. Ability for the Contracting Body to specify a requirement for either an externally hosted or in-house booking system;
- j. Ability to authorise booking requests through multiple authorisation level

3.2.1.3 The Supplier shall identify, following the process agreed with the Contracting Body , any instance where it is unable to provide required resource via the Flexible Resource Pool.

3.2.1.4 The Supplier shall use best endeavours to fill resource required from the Flexible Resource Pool to ensure that the Contracting Body's demand for third party (Agency) Contingent Labour supply is reduced or negated.

3.2.1.5 Where the need for third party Contingent Labour supply arises the Supplier shall ensure the Contracting Body is notified in a timely manner (within pre-determined

timeframes to be agreed with the Contracting Body), to allow the Contracting Body (or the Supplier where appointed to act as an Agent, in line with any pre-agreed processes as described in paragraph 4.2) to source any necessary third party Contingent Labour supply.

- 3.2.1.6 The Supplier shall include the communication to and liaison with the hiring managers or unit leads (and/or their nominated deputies) across all areas of the organisation making use of the flexible resource services for filling assignments. This should include ensuring the correct authorisations, through multiple authorisation levels where required, are in place for all flexible resource or agency assignments managed through the Flexible Resource Pool in accordance with the agreed process designated by the Contracting Body'.
- 3.2.1.7 An electronic booking service shall be available 24 hours/day, 365 days/year. Any planned downtime shall be agreed in advance with the Contracting Body and only within such limits as may be specified by a Contracting Body and as set out within the relevant Call Off Contract.
- 3.2.1.8 The Supplier shall provide a telephone booking service fully available between the hours of 08:00 and 18:00. Additionally there will be an out of hours booking service available (outside 08.00 - 18:00) which should include a central telephone number to allow Contracting Body representatives to make bookings for Flexible Workers during these times.
- 3.2.1.9 The Supplier shall be responsible for recording all shifts and hours worked via the Flexible Resource Pool and ensuring the required authorisation for each timesheet is obtained. Timesheets should be submitted for approval to the shift requester.
- 3.2.1.10 Where the Supplier is taking over the management of an existing Flexible Resource Pool the Supplier shall ensure that, from the commencement of the Call Off Contract, existing service levels, in particular in relation to shift fill rates, are as a minimum maintained and improved as appropriate in line with the service levels stated by the Contracting Body at the Call Off stage.

### 3.2.2 System integration

- 3.2.2.1 IT systems provided as part of the requirement shall meet the security requirements as set out in Schedule 8 of the Call-Off Contract and by the Contracting Body.
- 3.2.2.2 Any systems provided should be capable of interfacing, in real time, with relevant existing systems (e.g. e-rostering systems) within the Contracting Body organisation. Details of such systems will be provided by the Contracting Body at the call off stage. The Supplier shall be required to work with the Contracting Bodies to ensure this is met. For any technology solutions provided, the Supplier shall discuss and agree with the Contracting Body the specific functionality required.
- 3.2.2.3 Where the Contracting Body is an NHS body, the Supplier shall ensure that any IT systems provided as part of the Service to be able to interface with the NHS Electronic Staff Records (ESR) system, and any future replacement system.
- 3.2.2.4 The systems shall be available 24 hours/day, 365 days/year. Any planned downtime must be agreed in advance with the Contracting Body and only within such limits as are agreed within the Call Off Contract Service Levels.
- 3.2.2.5 User support shall be available via telephone during core hours of 8am to 11pm Monday to Friday and 8am to 12 noon weekends and UK bank holidays, or otherwise as specified by the Contracting Body.
- 3.2.2.6 The system shall be able to support multiple sites, including remote access, and users as defined by the Contracting Body.

3.2.2.7 Suppliers shall provide details to the Contracting Body of any network, hardware or systems requirements to be met by the Contracting Body at the Call Off stage, in order to enable delivery of the required hosted or non-hosted Services as the case may be.

3.2.2.8 Contracting Bodies may require a solution which is compatible with Screen Reader systems or equivalent and/or other disability adaptation systems. This will be requested where required at the Call Off stage.

3.2.2.9 The Supplier shall ensure the following system administration facilities are available through the booking management system, and be subject to its system controls:

- Password control and management;
- The ability to archive data that is no longer required in the operational system for duration to be specified at the Call Off stage;
- The ability to backup data on a regular basis;
- The ability to restore data from either routine backups or archives;
- Activity monitoring including users, processes and transactions;
- User control and management, including suspension of system processing either individually or totally.

3.2.2.10 The Supplier shall have a documented support process and Service Level Agreement SLA, to be agreed with the Contracting Body, which includes classification of issues and response times.

3.2.2.11 The Supplier shall have an integrated support operation for both telephone and email support and systems issue resolution.

3.2.2.12 Where the booking management system is a hosted service, the management of fault diagnostics and fault resolution, and any associated costs shall rest exclusively with the Supplier.

3.2.2.13 All web traffic and interface file transfers must be encrypted.

### 3.2.3 Flexible Workers Pay Management

3.2.3.1 The Supplier shall work with the Contracting Body to agree pay rates for Flexible Workers. These will be reviewed in accordance with the procedures agreed with the Contracting Body, for each staff type employed through the Flexible Resource Pool.

3.2.3.2 The Supplier shall be responsible for entry of all pay details calculated for Flexible Workers to the relevant database and payroll system covering all Flexible Workers records as required by the Contracting Body.

3.2.3.3 In cases where the Supplier is also the employer of the Flexible Workers (in line with paragraph 4.1.1), then the Supplier shall also be responsible for making the required payments to the Flexible Workers within the timescales specified by the Contracting Body.

### 3.2.4 Reporting

3.2.4.1 The Supplier shall provide Management Information to the Contracting Body and the Authority in line with the requirements set out in Schedule 9 of the Framework Agreement.



3.2.4.2 In addition to the requirements detailed in Schedule 9, paragraph 6.6, the Supplier shall provide Management Information in accordance with the format, content and timescales as specified by the Contracting Body and the Authority.

3.2.4.3 Standard reports shall be as agreed in the Call Off Contract. However, the Supplier shall allow for reasonable changes or developments to the standard reports at the request of the Contracting Body.

3.2.4.4 Management Information provided to the Contracting Body will be used to monitor the delivery of the service in line with the service levels agreed as part of the Call Off contract.

3.2.4.5 The specific nature of the Management Information will vary dependent upon the requirements specified by the Contracting Body but should include details of the following types of information as relevant to the Services included in the Call Off Contract as a minimum:

- Hours/shifts requested;
- Reason for bank request;
- Requestor & authoriser;
- Cancelled requests;
- Hours/shifts filled;
- Hours/shifts self-filled by bank staff ('Self Fill' is defined as where a flexible worker accesses requirements remotely without direct contact with the Supplier, and confirms their ability to fulfil a requirement);
- Method of fill (Flexible Worker/temporary agency worker);
- Flexible Worker details;
- Specialism/ job role;
- Pay band;
- Pay rate;
- Costs & Cost centre;
- Assignment start date & assignment end date;
- Shift start time & shift end time;
- Infractions of working time directives or other controls on hours worked;
- Absence/sickness of Flexible Worker.

### 3.2.5 Flexible Workers performance

3.2.5.1 The Supplier shall be responsible for the timely completion of all HR documentation as specified by the Contracting Body for Flexible Workers including, as a minimum, new starter forms; changes forms; and termination forms.

- 3.2.5.2 The Supplier shall be responsible for running and maintaining a database with full details of all Flexible Workers and shifts fulfilled. This will include, as a minimum, details of hours worked, area/specialism, training, appraisals. The Supplier will monitor working patterns to ensure compliance with Working Time Regulations 2009 (as amended from time to time) and will request required information from Flexible Workers as necessary. Details must be archived after a period agreed with the Contracting Body and kept securely for a minimum of seven years.
- 3.2.5.3 The Supplier shall recognise the importance of regular staff appraisals for Flexible Workers and shall implement a robust system for the appraisal of Flexible Workers in agreement with the Contracting Body. Where the Flexible Worker is a licensed doctor, then the Supplier shall ensure that the latest requirements of the General Medical Council (GMC), as updated from time to time, are fully met. Where the Flexible Worker is a registered nurse or midwife, then the Supplier shall ensure that the latest requirements, as updated from time to time, of the Nursing and Midwifery Council are fully met.
- 3.2.5.4 The Supplier shall be responsible for the management of communications and reporting on all incidents involving Flexible Workers that are identified within legislation or local Contracting Body policy as applicable.
- 3.2.5.5 The Contracting Body shall provide the Supplier with details of disciplinary procedures which must be adhered to. The Supplier shall work with the Contracting Body's HR department on any disciplinary procedures as appropriate.
- 3.2.5.6 The Supplier shall work with the Contracting Body to ensure that all Flexible Workers receive the required statutory and mandatory training relevant to the role. This will include a record of training to ensure continuing professional development and compliance to local or national requirements is maintained.
- 3.2.5.7 Where a Flexible Worker is also a Substantive Worker of the Contracting Body, the procedures shall be agreed between the Supplier and the Contracting Body that all performance management for the individual workers is provided in the most effective way.

### 3.2.6 On site presence

Where specified by the Contracting Body, the Supplier shall provide appropriate members of staff, as agreed with the Contracting Body, to be present on the Contracting Body's own site(s) to support the provision of the Services.

## 4 NON-MANDATORY SERVICES – FLEXIBLE USE OF RESOURCES

### 4.1 EMPLOYMENT OR ENGAGEMENT OF THE FLEXIBLE RESOURCE POOL

In addition to the Services described at paragraph 3.2 Operation and Management of a Flexible Resource Pool, the Contracting Body may require the Supplier to employ or engage the Flexible Workers. Where this Service is required the Supplier shall deliver the Services set out below.

#### 4.1.1 Employment or engagement of the Flexible Resource Pool

4.1.1.1 The Supplier shall be the Employer of the Flexible Resource Pool. They shall ensure all statutory obligations associated with being an Employer are fulfilled. They shall take all necessary action to ensure that the Contracting Body shall not be deemed as the Employer.

4.1.1.2 The Supplier shall be responsible for making the required payments to the Flexible Workers.

4.1.1.3 All costs associated with the provision of this Service shall be discussed and agreed with the Contracting Body.

#### 4.1.2 Staff transfer of employment or engagement

4.1.2.1 Where the Contracting Body is outsourcing an existing Flexible Resource Pool or Staff Bank to the Supplier, the employment or engagement of the Flexible Resource Pool shall transfer from the Contracting Body to the Supplier. This will include transferring relevant existing contracts of employment or engagement under Transfer of Undertakings (Protection of Employment) Regulations 2006.

4.1.2.2 Any costs arising as a result of this transfer shall be discussed and agreed with the Contracting Body.

### 4.2 CONTROL AND MANAGEMENT OF CONTINGENT LABOUR

The Contracting Body may require the Supplier to control and manage any necessary supply of Contingent Labour. If this service is requested the Supplier shall act as the Contracting Body's Agent and the Contracting Body shall direct the Supplier where and how to access the Contingent Labour in accordance with their own contractual arrangements for Contingent Labour supply. Once the supply of Contingent Labour is sourced the Supplier shall deliver the Services as follows.

#### 4.2.1 Cascade shift vacancies

The Supplier shall cascade vacancies to all appropriate contingent labour third parties and manage the responses to ensure that a suitable Contingent Labour resource is made available to the Contracting Body.

#### 4.2.2 Contingent labour booking management

The Supplier shall ensure that the appropriate and suitably qualified Contingent Labour resource is booked and confirmed with the relevant order forms as defined by the Contracting Body's contractual arrangements with the third party Contingent Labour Suppliers.

#### 4.2.3 Contingent labour account management

The Supplier shall ensure that third party invoices for Contingent Labour supply are accurate and paid in accordance with the Contracting Body's contractual arrangements with the third party contingent labour Suppliers. Errors and exceptions should be reported to the Contracting Body at a frequency to be agreed with the Contracting Body in order that the Contracting Body can take the appropriate action.

#### 4.2.4 Contingent labour Performance Management

The Supplier shall, on the Contracting Body's behalf, ensure that third party Contingent Labour Suppliers are meeting their contractual obligations as defined in the Contracting Body's contractual arrangements including ensuring relevant key performance indicators are met. Any issues of non-performance should be reported to the Contracting Body at a frequency and based on a level of severity to be agreed with the Contracting Body.

#### 4.2.5 Systems Integration / IT Services

The Supplier shall ensure that in providing a control and management of third party Contingent Labour supply service that any third party IT systems are sufficiently integrated with the Contracting Body's other Workforce Management systems.

### 5 NON-MANDATORY SERVICES – EFFECTIVE USE OF RESOURCES

#### 5.1 WORKFORCE ANALYSIS AND ADVICE

The Supplier shall support the Contracting Body in understanding their current Workforce Management practices and in planning to deliver workforce optimisation.

##### 5.1.1 Review of existing substantive and flexible workforce utilisation

5.1.1.1 The Supplier shall support the Contracting Body in fully understanding its current workforce composition, utilisation, demand and management. The Supplier will be guided by the Contracting Body in terms of the scope of the workforce review and analysis required.

5.1.1.2 The Supplier shall obtain all such necessary information to undertake the analysis including as a minimum, the Contracting Body's historic and current workforce usage data, policies, procedures, cost and budget information.

5.1.1.3 Upon completion of the review the Supplier shall report the findings back to the Contracting Body in a format as specified by the Contracting Body.

##### 5.1.2 End to End Workforce Management process mapping

5.1.2.1 The Supplier shall produce a complete Workforce Management process map reflecting the Contracting Body's current process for Workforce Management. The process map shall identify areas of efficiency and inefficiency as appropriate.

5.1.2.2 Where requested, the Supplier shall also produce an optimised process map reflecting a revised process should changes recommended by the Supplier be adopted.

##### 5.1.3 Workforce optimisation options appraisal

5.1.3.1 Upon completion of the review as outlined in 5.1.1, and/or the Workforce Management process mapping as outlined in 5.1.2, the Supplier shall outline potential workforce optimisation options. Each option must be fully costed and any risks associated with the option identified. Each option must also be appraised in terms of the relative advantages and disadvantages.

5.1.3.2 The Supplier shall recommend the best options available to optimise the Contracting Body's workforce. The Contracting Body may also ask the Supplier to support / draft a supporting business case in order to obtain internal approval to proceed with the recommendations contained therein.

#### 5.2 WORKFORCE OPTIMISATION SERVICES

The Supplier shall support the Contracting Body to optimise Workforce Management.

### 5.2.1 Shift Planning

5.2.1.1 The Supplier shall support the Contracting Body to develop policies and processes to efficiently manage shift patterns and rotas to ensure the Contracting Body is sufficiently resourced at all times.

5.2.1.2 The Supplier shall advise on whether, and if so, how a workforce optimisation technology solution such as e-rostering systems or an equivalent solution would be beneficial for the Contracting Body. Where stated to be beneficial, the Supplier shall support the Contracting Body in identifying suitable workforce optimisation technology.

### 5.2.2 Absence Management

The Supplier shall support the Contracting Body to develop policies and procedures to monitor and manage planned and unplanned absence including but not limited to annual leave, sickness, maternity/paternity, special leave or other periods of absence.

### 5.2.3 Forecast and budgeting

The Supplier shall produce forecast workforce utilisation data and budget information as required by the Contracting Body.

## 5.3 FLEXIBLE RESOURCE INVESTMENT ANALYSIS AND ADVICE

The Supplier shall analyse and advise Contracting Bodies on an appropriate flexible resourcing solution.

### 5.3.1 Flexible workforce suitability and options appraisal:

5.3.1.1 The Supplier shall outline potential flexible resourcing options. Each option must be fully costed and any risks associated with the option identified. Each option shall be appraised in terms of the relative advantages and disadvantages.

5.3.1.1 The Supplier shall recommend options available to optimise the Contracting Body's workforce. The Contracting Body may also ask the Supplier to support / draft a supporting business case in order to obtain internal approval to proceed with the recommendations contained therein.

## 6 ADDITIONAL OBLIGATIONS

In addition to the Services set out above the Supplier shall comply with the following:

### 6.1 COMPLIANCE WITH RELEVANT POLICIES AND LEGISLATION

6.1.1 In delivering the services the Supplier shall comply with all relevant legislation.

6.1.2 The Contracting Body will provide the Supplier with details of and access to all relevant local and national policies.

6.1.3 The Supplier shall enable access to such policies as well as relevant clinical protocols, as appropriate, for all Flexible Workers.

### 6.1.4 Local Policies

6.1.4.1 The Supplier may be required to work with individual Contracting Bodies to develop local policies and advise on best practice in the delivery of a flexible resource service with the aim of increasing Workforce Management effectiveness.

6.1.4.2 Details of specific local policies will be provided to the Supplier by the Contracting Body at the Call Off stage.

### **6.1.3 Legislation / Compliance**

- 6.1.3.1 The Supplier shall comply with all legislation relating to the delivery of the Services, including but not limited to Safeguarding and Employment requirements (see paragraph 3.1.1), Equality Act 2010 (as amended from time to time), Working Time Regulations 2009 (as amended from time to time), Data Protection Act 1998 (as amended from time to time).
- 6.1.3.2 The Supplier shall also be required to work with internal or external auditors, or any other parties nominated by the Contracting Body for the purposes of detecting or measuring operational anomalies or fraudulent activity and enabling the Contracting Body to verify all data provided.

## **6.2 COMMUNICATIONS**

- 6.2.1 The Supplier shall be responsible for communication with the relevant Contracting Body's functional teams, including as a minimum:
- 6.2.1.1 HR and Payroll; to liaise with hiring managers or unit leads to ensure the best use is made of flexible resource in filling assignments;
  - 6.2.1.2 Recruitment and Induction; the Supplier shall be responsible for all candidate communication during recruitment;
  - 6.2.1.3 Booking Management; the Supplier shall have responsibility for undertaking all necessary communication to all members of the Flexible Resource Pool, in relation to identifying and allocating assignments;
  - 6.2.1.4 Any other agreed processes to be included in the SLA by the relevant Contracting Body, including communications required in the control and management of Contingent Labour.
- 6.2.2 Provision should also be made by the Supplier to ensure that feedback is provided to the Contracting Body in accordance with that specified in the Call Off Contract on the performance of the Flexible Resource Staff and the overall performance of the defined services.

## **6.3 CONTINUOUS IMPROVEMENT**

- 6.3.1 The Supplier shall be expected to continually improve the way in which the required Services are to be delivered throughout the Call-off Contract duration.
- 6.3.2 The Supplier should present suggestions for contract improvements to the Contracting Body during quarterly Call-off Contract review meetings.
- 6.3.3 Changes to the way in which the Services are to be delivered, and the reasons for the changes must be brought to the Contracting Body's attention and agreed to by the Contracting Body prior to any changes being implemented.

## **6.4 STAFF AND CUSTOMER SERVICE**

- 6.4.1 The Contracting Body will require the Supplier to provide the appropriate level of resource to meet the Contracting Body's needs throughout the duration of the Call-off Contract in order to consistently deliver a high quality service to the Contracting Body. The Contracting Body and Supplier shall review this on an ongoing basis.

- 6.4.2 Supplier's staff assigned to deliver a Call-off Contract shall have the relevant qualifications and experience to deliver the Call-off Contract competently and effectively.
- 6.4.3 The Supplier shall ensure that the Supplier's staff understand the Contracting Body's vision and objectives and will provide excellent customer service to the Contracting Body throughout the duration of the Call-off Contract. Any proposed changes to the Services must fall under the scope of this Services Specification.

## **6.5 EXIT MANAGEMENT**

- 6.5.1 Schedule 10 of the Call Off Contract describes the provisions which should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Contracting Body leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Contracting Body and/or replacement Supplier.

## **6.6 SERVICE LEVELS AND PERFORMANCE**

- 6.6.1 Appropriate SLAs will be specified by the Contracting Body at Call Off stage. Examples of such service levels and associated service credits are provided in Schedule 6 of the Call Off Contract.
- 6.6.2 The Contracting Authority will measure the Supplier's overall performance under this Framework Agreement by monitoring the Key Performance Indicators detailed in Framework Agreement Schedule 2 (Services and Key Performance Indicators).

## **6.7 LOCATION**

- 6.7.1 Services under this Framework Agreement are to be provided nationally across the United Kingdom.

## **6.8 BUSINESS CONTINUITY, CONTINGENCY AND DISASTER RECOVERY PLANNING**

- 6.8.1 Suppliers will not be required to provide a Business Continuity, Contingency and Disaster Recovery Plan at Framework level but they will be required to provide on a Business Continuity, Contingency and Disaster Recovery Plan in the Call Off Contract.
- 6.8.2 The Contracting Body will specify its individual requirements as part of the Call Off process in line with Call Off Schedule 9: Business Continuity and Disaster Recovery.

## **6.9 IMPLEMENTATION**

- 6.9.1 The Supplier shall provide the Contracting Body with detailed implementation plans in line with Clause 6 (implementation Plans) of the Call Off Contract and Call Off Schedule 4: Implementation Plan, Customer Responsibilities And Key Personnel
- 6.9.2 The Supplier shall produce testing and acceptance tests as part of the implementation of the Workforce Management Services. The Supplier shall provide the testing and acceptance plans to the Contracting Body within 30 Working Days following award of a Call Off Agreement.

## 6.10 Cyber Essential Requirements

6.10.1 It is mandatory for Suppliers by the date of the Framework Agreement or at a later date when Cyber Essentials Data are received by the Supplier to demonstrate that they meet Cyber Essentials requirements. This is in order to further reduce the levels of cyber security risks in their supply chains. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as Cyber Essentials and a more advanced level of assurance known as "Cyber Essentials Plus". With regard to the Services, Suppliers must demonstrate that they have achieved the level of certification known as Cyber Essentials or equivalent. Suppliers shall demonstrate this in one of the ways listed below.

6.10.1.1 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months; or

6.10.1.2 A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier; or

6.10.1.3 A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but can demonstrate (or, will be able to demonstrate by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the last 12 months) that its organisation demonstrates current compliance with Cyber Essentials technical requirements.

6.10.2 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

6.10.3 A Supplier will be exempt from complying with the requirements at paragraphs 6.10 where a Supplier conforms to the ISO27001 standard or equivalent and the Cyber Essentials requirements have been included in the scope of that standard, and verified as such and the certification body carrying out this verification is approved to



issue a Cyber Essentials certificate or equivalent by one of the government approved Cyber Essentials accreditation bodies or equivalent referred to in paragraph 6.10.1.1 above.

6.10.4 The Supplier shall throughout the Framework Period and any Call Off Contract Period renew its Cyber Essentials certificate or equivalent immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Customer as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to meet Cyber Essentials requirements.

6.10.5 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 6.10.1 to 6.10.4 (inclusive) where such Sub-Contractors are responsible for receiving Cyber Essentials Data.

## APPENDIX 1: GLOSSARY OF TERMS

Throughout this Part A of Framework Agreement Schedule 2 (Services) the following expressions shall have the following meanings:

Flexible worker	A worker who is required to work on an as-and-when-required basis, often at short notice, to cover for planned and unplanned shortfalls in staffing. Also known in the NHS as a “bank worker”.
Flexible Resource Pool	A group of Flexible Workers. Also known in the NHS as a “Staff Bank”.
Substantive Worker	A worker who is permanently employed by the Contracting Body, on either a full- or part-time basis with a regular working pattern.
Contingent Labour	The supply of temporary workers by employment businesses.
Flexible Use of Resources	Using resources flexibly to support peak and reactive resource demands.
Effective Use of Resources	Use of resources having obtained a full understanding of overall workforce utilisation, tracked resource demand fluctuations, ensuring the appropriate application of Substantive Workers and planning for the appropriate use of Flexible Workers
Mandatory Services	Services which the Supplier must be able provide in order to be a party to the Framework Agreement
Non Mandatory Services	Services which the Supplier may provide in addition to the Mandatory Services.

Options for outsourcing the management of the Flexible Resource Pool

	RESOURCE POOL Set up by:	FLEXIBLE WORKER is Engaged or Employed by:	RESOURCE POOL is Managed and Operated by:
MANAGED FLEXIBLE RESOURCE POOL	Supplier or Contracting Body	Contracting Body	Supplier
FULLY OUTSOURCED MANAGED FLEXIBLE RESOURCE POOL	Supplier or Contracting Body	Supplier	Supplier

## APPENDIX 2: HOW WORKFORCE MANAGEMENT FITS INTO CONTRACTING BODIES' OVERALL ORGANISATIONAL DELIVERY FROM A WORKFORCE PERSPECTIVE



