

ANNEX A TO PART A FRAMEWORK AGREEMENT SCHEDULE 2
(SERVICE SPECIFICATION)

1 INTRODUCTION

- 1.1 The Authority is tendering for a Multidisciplinary Temporary Healthcare Personnel Framework Agreement and is seeking Suppliers capable of:
- 1.1.1 sourcing Work-Seekers of all Health and Social Care Disciplines including:
- a) Doctors, Consultants, Dentists and General Practitioners (GPs),
 - b) Allied Health Professionals (AHP), Health Science Services (HSS) and Emergency Services (ES) Personnel
 - c) Nursing and Midwifery Personnel
 - d) Personal Social Services Personnel; and
- 1.1.2 supplying, or managing the supply of, Work-Seekers of all Health and Social Care Disciplines for engagement by the Contracting Authority(s) on a temporary basis either:
- a) on a Temporary Assignment; or
 - b) on a Fixed Term Assignment;
- which shall be referred to in this Schedule as the “Service”.
- 1.2 Those Work-Seekers who are subsequently engaged by the Contracting Authority on either a Temporary Assignment or a Fixed Term Assignment shall be referred to collectively as “Temporary Workers”.
- 1.3 A full list of Contracting Authority(s) who are able to use the Framework Agreement can be found in the OJEU Contract Notice.
- 1.4 The Framework Agreement will be managed centrally by the Authority.
- 1.5 The Authority placed a Prior Information Notice 2014/S 135-242691 on 17/07/2014 (the PIN notice) in the Official Journal of the European Union (OJEU).
- 1.6 The procurement has been advertised by publishing a Contract Notice in the OJEU advertising the Open Procedure under the Regulations. The purpose of this Annex A to Part A of Framework Agreement Schedule 2 (Services Specification) is to provide a description of the Services that a Supplier shall be required to deliver to Contracting Authority(s) under the Framework Agreement.
- 1.7 Contracting Authority(s) will access the Framework Agreement in accordance with Framework Agreement Schedule 5 (Call Off Procedure) and Schedule 6 (Award Criteria).
- 1.8 This Annex A to Part A Framework Agreement Schedule 2 (Service Specification) contains the specification of the Services that shall be required, to the extent permitted and set out in Framework Agreement Schedule 5 (Call Off Procedure), by one or more of the Contracting Authority(s) when entering into the Call Off Contract. The Contracting Authority(s) need for Temporary Workers may change and/or develop throughout the life of the Call Off Contract. The Contracting Authority(s) will communicate such changes and/or developments to the Supplier and the Supplier shall endeavour to accommodate such changes and/or developments where it is lawful to do so.

2 DESCRIPTION OF LOT

2.1 The Framework Agreement consists of one Lot:

Lot 1 – Multidisciplinary Temporary Healthcare Personnel

The Supplier is required to provide Contracting Authority(s) with Temporary Workers. The Supplier must provide all Temporary Workers as detailed in Appendix A (Person Specifications) to Contracting Authority(s). Mandatory Service Requirements describe the Service and deliverables that the Supplier must be able to provide.

Contracting Authority(s) can access the Supplier Services by directly calling off from the Framework Agreement (i.e. selecting the Supplier who offers the best value for money for their requirements based on the agreed Contract Charges). Contracting Authority(s) can run a further competition exercise under the Framework Agreement in order to determine which Supplier(s) offer the best value for money for their requirements. The specific details of the Services required will be provided to the Supplier by the Contracting Authority(s) in the Call Off Contract.

3 MANDATORY SERVICE REQUIREMENTS

3.1 This section provides details of the Mandatory Service Requirements that Suppliers must fulfil. All Mandatory Service Requirements listed below are required from the Framework Agreement Commencement Date and for all Call Off Contract(s) under the Framework Agreement.

- a. **Service Delivery** - The Supplier must comply with all requirements in section 4.
- b. **Compliance with Pre-Employment Checks** - The Supplier must comply with all requirements in section 5.
- c. **Provision & Ordering of Temporary Workers** - The Supplier must comply with all requirements in section 6.
- d. **Contract Charges, Fees & Data Reporting** - The Supplier must comply with all requirements as detailed in section 7
- e. **Compliance with Policy, Legislation & Obligations** - The Supplier must comply with all requirements in section 8.
- f. **Complaints & Whistle-Blowing Policy** - The Supplier must comply with all requirements in section 9.
- g. **Vendor Management System Requirements** – The Supplier must comply with all requirements in section 10.

4 SERVICE DELIVERY – MANDATORY SERVICE REQUIREMENTS

Service delivery overview

- 4.1 The Supplier shall source and supply, or manage the supply of, all and/or any combination of Temporary Workers as detailed in Appendix A (Person Specifications) as requested by the Contracting Authority(s) through the Call Off Contract.
- 4.2 The Supplier should recognise that Contracting Authority(s) may have differing needs in respect of how their Temporary Workers are sourced, supplied, and the overall Service they require. The Supplier must offer a degree of flexibility and tailor their Service to reflect the individual Contracting Authority (s) Authority needs.
- 4.3 Contracting Authority(s) may specify their preferred method of Service delivery in the Call Off Contract. Alternatively the Contracting Authority(s) may request Suppliers to propose the method of Service delivery appropriate to meet the Contracting Authority requirement for Temporary Workers. For the avoidance of doubt there are no restrictions on the Service delivery models that can be offered by the Supplier under the Framework Agreement.
- 4.4 The Contracting Authority(s) and the Supplier shall cooperate with each other in good faith and take all reasonable action as necessary for the efficient transmission of information and instructions to enable both the Contracting Authority(s) and the Supplier to derive the full benefits of Call Off Contract

Service Delivery Discovery Work

- 4.5 Prior to a Call Off Contract being entered into with a Supplier the Contracting Authority(s) may request the Supplier to undertake a free of charge discovery piece of work in respect of historic, current and future Temporary Worker usage trends.
- 4.6 Where a discovery piece of work is requested, the Contracting Authority(s) may request the Supplier to deliver a draft implementation plan to the Contracting Authority(s) for Approval before the commencement of the Services. The Contracting Authority(s) will advise the Supplier of the format and the content of the implementation plan.
- 4.7 Once the Contracting Authority(s) have approved the implementation plan In Writing (such agreement not to be unreasonably delayed or withheld), the Supplier shall monitor its performance jointly with the Contracting Authority(s) against the agreed implementation plan.
- 4.8 During any implementation period, the Supplier may be required by the Contracting Authority(s) to organise and deliver a small number of workshops for the Contracting Authority(s), other relevant employees and/or Approved Sub-Contractor utilised in the execution of the Call Off Contract at no extra cost to the Contracting Authority(s) or the attendees to promote and market the new service arrangements.

Sub-Contracting

- 4.9 The Supplier may use Approved Sub-Contractors in the delivery of the Service and the execution of the Call Off Contract for the Contracting Authority(s).
- 4.10 The Contracting Authority(s) reserves the right to add, keep or remove an Approved Sub-Contractor from a Supplier's Supply Chain and to specify the number of Approved Sub-Contractors required for particular Health and Social Care Disciplines.

- 4.11 The Supplier is responsible for supplying regular updates and feedback to the Approved Sub-Contractors within the Supply Chain about the Contracting Authority(s) so that the Approved Sub-Contractor utilised can understand and aim to meet the needs of the Contracting Authority(s). For example, this may include providing information on numbers and types of Temporary Workers required, known peak requirements and known specific Health and Social Care Disciplines, in order that Approved Sub-Contractors can seek to have the right Temporary Workers available for the Contracting Authority(s) when they are needed.

Managed Service and Supply Chain Management

- 4.12 The Contracting Authority(s) may require the Supplier to provide a complete Managed Service for the sourcing and supply of any, or all, of their required Health and Social Care Disciplines.
- 4.13 Where a Supply Chain is utilised in the provision of a Managed Service, all quotations received from Approved Sub-Contractors utilised in the Supply Chain shall be treated equally and without discrimination by the Supplier. The Contracting Authority may specify what proportion of the total requirement should be supplied through the Supply Chain e.g.:
- 4.13.1 100% Supply Chain fill as in a Neutral Vendor Managed Service
 - 4.13.2 X% Supplier fill and X% Supply Chain fill as in a Master Vendor Managed Service
- 4.14 Where the Contracting Authority(s) has an existing Supply Chain and the Supplier is required to provide a Managed Service, the Supplier shall have the capability to manage the existing Supply Chain dependent upon the needs of the Contracting Authority(s), including but not limited to, varying the Approved Sub-Contractors and the Tiering structure utilised across any or all Health and Social Care Disciplines within the Supply Chain as required by the Contracting Authority(s).

Use of Affiliates

- 4.15 The Supplier shall be permitted to utilise Affiliates as Approved Sub-Contractors in order to deliver the Services.
- 4.16 Where the Contracting Authority(s) requires a Managed Service, the Contracting Authority(s) shall be able to specify and amend the proportion of work which may be allocated to Affiliates. For example under a Neutral Vendor Managed Service the Contracting Authority(s) reserves the right to prohibit the allocation of the requirement to Affiliates within the Supply Chain.

5 COMPLIANCE WITH PRE EMPLOYMENT CHECKS – MANDATORY SERVICE REQUIREMENTS

- 5.1 When sourcing, recruiting and selecting a potential Temporary Worker in consideration of the provision of the Services, the Supplier shall ensure that in all respects, where relevant;
- 5.1.1 it makes use of Good Industry Practice;
 - 5.1.2 it complies with all legislation, regulations, guidelines, voluntary arrangements and/or codes of practice.
- 5.2 The Supplier shall retain on the Temporary Workers' personnel records demonstrable evidence that the required information in respect of the relevant Safeguarding and Employment checks has been obtained to ensure compliance with all relevant legislation, regulations and the Call Off Contract. The Supplier must ensure that;

- 5.2.1 all documents must be valid, current and original; and
- 5.2.2 all documents provided must be validated by the Supplier and copied into a format that cannot be subsequently altered. The retained copy of the documents provided must be signed and dated at the time of validation. All signatures must be legible and supported by the job title of the validator.
- 5.3 For the avoidance of doubt, where the Supplier cannot produce the required evidence to the Contracting Authority(s) to show that the relevant checks have been conducted in accordance with paragraph 5.2, it will be in breach of the Call Off Contract and the Supplier may have its appointment to the Framework Agreement immediately suspended or terminated.
- 5.4 The Supplier will make their own personnel aware that the objective of validating and verifying the information provided by the Temporary Worker is to ensure that the information relates to that Temporary Worker, confirms that the Temporary Workers identity is genuine and relates to a real and living person, and establishes that the Temporary Worker owns and is rightfully using that information.
- 5.5 The information relating to the relevant Safeguarding and Employment checks must be validated in the English language (unless otherwise requested by the Contracting Authority(s)) in order to enable an effective inspection and Audit of the same. The information shall be retained in such a way that cannot be subsequently altered.
- 5.6 Where any information is obtained in a language other than English, the Supplier is required to ensure that it has officially translated (at no charge to the Authority or the Contracting Authority (s) the information into English In Writing.
- 5.7 The Supplier shall ensure that it retains the Temporary Workers written permission for the relevant Safeguarding and Employment Checks to be undertaken and for the results to be retained by the Supplier and viewed by the Contracting Authority (s) (including the Contracting Authority(s) Authorised User and the Auditors of the Contracting Authority (s)for validation, verification, inspection and Audit purposes.
- 5.8 Any Temporary Worker who fails to provide their permission In Writing must not be introduced for an Assignment with the Contracting Authority(s) under Call Off Contract
- 5.9 The Supplier shall meet all costs associated with all compliance checks.

Face to Face Meeting, Interview, Application Form and Temporary Workers Handbook

- 5.10 Prior to the Temporary Workers being introduced for an Assignment, the Supplier must have:
 - 5.10.1 conducted a face to face meeting with the Temporary Workers. The Supplier must confirm that such a meeting was conducted and that the original copies of identity and other relevant documentation was viewed and copies made at that meeting. The Temporary Workers shall be required to provide a signature to confirm the date that the face to face meeting was conducted and that the Temporary Worker has given explicit permission for their information to be verified and shared with third parties pursuant to the Call Off Contract. Such third parties can include, but are not limited to, the Contracting Authority(s), the , NHS Counter Fraud and the Home Office and UKBA. This confirmation is to be retained on the Temporary Workers personnel records; and

- 5.10.2 undertaken an interview in a secure and private location with the Temporary Worker, whereby the Suppliers experienced recruitment consultants assess, whether the Temporary Worker has the required competencies, experience, training and skills required for the role to be selected and introduced to the Contracting Authority(s);
- 5.10.3 an application form fully completed, signed and dated by the Temporary Worker which must at all times comply with Good Industry Practice. As a minimum the form should contain details about the Temporary Workers full name, address, contact details, date of birth, next of kin, together with an active emergency contact telephone number, full previous employment history and training (with no unexplained gaps), professional registration and regulatory Authority details, where required, details of qualification achieved, reference details (provided in the format as specified Appendix D (Employer's Reference Request Form) and declaration regarding spent and unspent previous criminal Conviction subject to the Rehabilitation of Offenders Act 1974 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013, S.I. 2013/1198
- 5.10.4 ensured a fully completed Temporary Worker's Handbook declaration form is signed and dated by the Temporary Worker which shall at all times meet with Good Industry Practice and provide confirmation in writing that the Temporary Worker's Handbook has been received, read, fully understood and its contents complied with for the duration of the Assignment. Any amendments or revisions to the Temporary Worker's Handbook shall require similar declarations to be retained.

Pre-Employment Check Standards

- 5.11 The Supplier will make available all Temporary Workers personal records, in relation to the Services provided under this Framework Agreement, available to the Authority for Health Assurance Inspection. The personal records must include an assessment of compliance to NHS Employment Check Standards as detailed below and a signed declaration for all Temporary Workers utilised in the execution of this Framework Agreement giving their permission for their information to be viewed in line with this clause 5.12.
- 5.12 The Supplier should keep evidence that it has conducted and verified the required Mandatory Service Requirement pre-employment check standards as identified by NHS Employers. Each link below details the minimum compliance standards required:
 - 5.12.1 Identity Verification checks in line with NHS Employers Standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-Standards/identity-checks>
 - 5.12.2 Right to Work verification checks in line with NHS Employer Standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-Standards/right-to-work-checks>
 - 5.12.3 Professional Registration & Qualification checks in line with NHS Employers Standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-Standards/professional-registration-and-qualification-checks>
 - 5.12.4 Employment History and Reference checks, in line with NHS Employers Standards, <http://www.nhsemployers.org/your->

[workforce/recruit/employment-checks/nhs-employment-check-standards/employment-history-and-reference-checks](http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/employment-history-and-reference-checks)

- 5.12.5 Criminal Record and Barring Checks, in line with NHS Employer Standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/criminal-record-and-barring-checks> the following links may also be useful [Disclosure & Barring Service Code of Practice concerning the Handling of DBS certificate information](#)
- 5.12.6 Work Health Assessment Checks, in line with NHS Employer Standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/work-health-assessments>, suppliers should retain a Certificate of Fitness for placement as detailed in Appendix E (Certificate of Fitness for Assignment)
- 5.12.7 For a Contracting Authority(s) located within Scotland, replace NHS Employment Check Standards, NHS Employers, above with [pin Safer Pre & Post Employment Checks, NHS Scotland, December 2007](#) detail can be found in the below link <http://www.scotland.gov.uk/Publications/2014/03/7176/downloads> (and any subsequent amendment thereof).
- 5.12.8 Nurses and midwives who trained outside of the EU or EEA countries are required to be registered in line with the requirements as set out by the Nursing and Midwifery Council, details of which can be found at; <http://www.nmc-uk.org/Registration/Joining-the-register/Trained-outside-the-EU--EEA/>
- 5.12.9 Doctors who trained outside of the EU or EEA countries are required to be registered in line with the requirements as set out by the general Medical Council (GMC), details of which can be found at; http://www.gmc-uk.org/doctors/registration_applications/join_the_register.asp

English Language Competency

- 5.13 The Supplier must ensure that Temporary Workers have the required level of English language competence, to enable them to undertake their role effectively, to enable clear communication about medical topics with patients and colleagues and to assure the delivery of safe care to patients in accordance with: <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/language-competency-guidance>
- 5.14 The Supplier must also provide evidence to the Contracting Authority(s) that Temporary Workers have competence in understanding and using both written and spoken English. There will be evidence of either:
- 5.14.1 for doctors:
- 5.14.1.1 an undergraduate medical training in English; or
 - 5.14.1.2 achievement of the following scores in academic IELTS a single sitting within twenty four (24) Months at time of application; or
 - 5.14.1.3 scores of Overall: seven and a half (7.5), with minimum scores of seven (7) in Speaking, Listening, Reading and Writing;
- 5.14.2 for other Temporary Workers, scores of Overall: seven (7), with minimum scores of seven (7) in Speaking, Listening, Reading and Writing
- 5.14.3 The Contracting Authority(s) will advise the Supplier if they are required to provide the above in the Welsh language.

Mandatory Training

5.15 On being recruited and thereafter on an annual basis the Supplier will ensure that the Temporary Workers receive mandatory training relevant to the normal duties the Temporary Workers shall be expected to perform which are required by Law, or by any relevant Professional and Regulatory Authority, or in accordance with the UK Core Skills Training Framework. Details can be found by using this link: <http://www.skillsforhealth.org.uk/developing-your-organisations-talent/uk-wide-core-skills-training--framework/>. The Supplier shall retain verified written records as evidence of the training undertaken by the Temporary Workers and shall keep, without limitation:

- 5.15.1 clear copies of the original training certification/documentation provided;
- 5.15.2 details about who provided the training; date(s) upon which the training was received

5.16 The Supplier shall ensure that the Temporary Worker is properly and sufficiently trained, instructed and aware of the relevant responsibilities, (as defined where appropriate by the NHS Employers Job Profiles: <http://www.nhsemployers.org/your-workforce/pay-and-reward/pay/job-evaluation/national-job-profiles>) imposed by the Framework Agreement, the Call Off Contract and otherwise by applicable Law or regulations and in particular with regards to:

- 5.16.1 the task or tasks that the Temporary Workers shall perform on the Assignment
- 5.16.2 all relevant provisions of the Call Off Contract including these clauses 5.16 to 5.16.5.
- 5.16.3 all relevant policies, rules, procedures, Standards and codes of practice of the Contracting Authority(s), including any racial discrimination and equal opportunity policies;
- 5.16.4 observing the highest standards of hygiene, care, courtesy and consideration when working in a health service environment for a Contracting Authority(s); and
- 5.16.5 the need to keep confidential information whether relating to the Contracting Authority(s), its business, its staff, its procedures and/or relating to patients, including but not limited to, patient identity, clinical conditions and treatment.

Occupational Health Checks

5.17 The Supplier is required to obtain evidence (where applicable) from their occupational health service provider including, but not limited to, the following:

- 5.17.1 a valid statement of good general health to be able to perform the specific duties required of the Temporary Workers on the Assignment; and
- 5.17.2 the Certificate of Fitness for Assignment (Appendix E) provided by the occupational health service at recruitment, prior to the commencement of the Assignment and continue to hold throughout the duration of the Assignment and
- 5.17.3 evidence of the potential Temporary Workers UK photo card driving licence, or other full driving licence, that allows them to drive in the UK.
- 5.17.4 evidence of the potential Temporary Workers valid ionizing radiation certificate. For further information please visit <https://www.gov.uk/radiation-products-and-services>
- 5.17.5 evidence of the potential Temporary Workers valid Section 12 (2) Mental Health Act 1983 approval.
- 5.17.6 evidence of the professional indemnity insurance held by the potential Temporary Workers is required.

5.18 The Supplier is required to adhere to the requirements of the contents of the immunisation against infectious disease ('The Green Book') – Immunisation for healthcare and laboratory staff, Department of Health, November 2011 (and any subsequent amendment thereof) Further information can be found at the website below: <http://www.gov.uk/government/publications/immunisation-schedule-the-green-book-chapter-11>

Occupational Health Service Provider Requirements

5.19 'Healthy Staff, Better Care for Patients: Realignment of Occupational Health Services to the NHS in England' (Department of Health, July 2011) sets out the Department of Health's vision that all suppliers of occupational health services to healthcare staff should play a key role in the delivery of safe, effective and efficient patient care through promoting and protecting the health of NHS staff. While occupational health services for healthcare staff can be delivered by a variety of providers, it is essential that the Supplier's occupational health service provider meets a minimum specification based on the prevention, timely intervention, rehabilitation, health assessments for work, promotion of health and well-being, and teaching and training. Such providers must be Safe Effective Quality Occupational Health Service ("SEQOHS") accredited as detailed at <https://www.seqohs.org/>

5.20 The Supplier shall at all times be responsible for ensuring that its occupational health service provider is aware that it must comply in all respects with all relevant legislation, regulations, guidelines, standards and other Good Industry Practice relevant to the provision of occupational health Services, including, but not limited to, the latest Department of Health guidelines regarding healthcare workers and health clearance/immunisation against infectious diseases. The Supplier's occupational health service should include, but not be limited, to;

- 5.20.1 providing specialist confidential advice to the Temporary Workers, the Supplier and the Contracting Authority(s);
- 5.20.2 if considered necessary, an interview with the Temporary Workers be arranged to assess their fitness for the post and to identify what reasonable adjustments, if necessary, can be put in place to ensure they undertake the roles and responsibilities of the work required. An occupational health nursing advisor or an occupational health physician should carry out the interview referred to in this clause 5.20.2;
- 5.20.3 taking and validating blood samples within recognised UK laboratories;
- 5.20.4 retaining records of the comprehensive health screening undertaken, that must be documented in the English language (unless in the case of a Contracting Authority(s) located within Wales and the Contracting Authority(s) agrees In Writing that it also requires the information to be documented in the Welsh language) and be verified and signed, or stamped, by a suitably qualified clinician with relevant occupational health experience. All signatures must be legible;
- 5.20.5 employs only suitably experienced, trained and qualified Staff, who have the necessary skills, qualifications and competencies to undertake their work;
- 5.20.6 at least one fully qualified occupational health nurse who has a recordable qualification with the relevant Professional and Regulatory Authority as a specialist practitioner;
- 5.20.7 a formal contractual arrangement with a specialist occupational health physician who is accountable for the medical quality standards being undertaken by that occupational health service. Difficult cases will be referred to this person. The specialist occupational health physician must be eligible for inclusion in the relevant Professional and Regulatory Authority's specialist register;
- 5.20.8 the issue of a Certificate of Fitness for Assignment to the Supplier. The certificate shall be in the form set out in Appendix E (Certificate of Fitness for Assignment) or in accordance with Good Industry Practice, updated annually as a minimum, which satisfies the requirements of the Framework Agreement, and have been agreed In Writing between the Supplier and the Contracting Authority(s).
- 5.21 The Supplier shall retain the original copy of the Certificate of Fitness for Assignment as part of the Temporary Workers' personnel record for Audit and inspection.
- 5.22 The Supplier shall provide the Contracting Authority(s) with a copy of the Certificate of Fitness for Assignment using the form provided in Appendix E (Certificate of Fitness for Assignment) issued by the Supplier's Occupational Health Provider to evidence that the Temporary Worker has undergone a health screening/assessment for the Assignment proposed in accordance with the latest Department of Health guidelines regarding healthcare workers and health clearance/immunisation against infectious diseases. Suppliers can find the latest guidance by following the link below;

6	PROVISION & ORDERING OF TEMPORARY WORKERS – MANDATORY SERVICE REQUIREMENTS
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Operational Requirements for the Ordering of Temporary Workers

6.1 For the ordering of Temporary Workers, the following shall apply:

- 6.1.1 The Supplier shall ensure that its employees are aware of, and acknowledge, that Contracting Authority(s) have a duty to promote equality; and consider, promote and demonstrate diversity and equality to ensure that they take similar steps when recruiting potential Temporary Workers and introducing Temporary Workers to the Contracting Authority(s) under the Framework Agreement.
- 6.1.2 The Supplier shall facilitate the fulfilment of the request for Temporary Workers via the communication channel (e.g. via email, fax, telephone or through an electronic booking system or other means) specified by the Contracting Authority(s). The Contracting Authority(s) shall define the preferred method(s) or format(s) prior to the commencement of the Call Off Contract.
- 6.1.3 To accommodate Contracting Authority(s) who have locations without internet access, the Supplier must have a fax and telephone booking system in place.
- 6.1.4 In any instance where Contracting Authority(s) incur telephone charges, calls must be charged at a local rate or lower.
- 6.1.5 The Supplier must offer an ordering service that is staffed inside Service hours (between 9am and 5.30pm, Monday to Friday, excluding public holidays). Within Service hours, the Supplier's ordering service response team will be staffed by personnel who are trained and competent in the Supplier's processes for the supply of Temporary Workers.
- 6.1.5 Outside of the hours of 9am and 5.30pm (including Public holidays), the Supplier shall provide an on call or out of hours Service to ensure that ordering Services are provided twenty four (24) hours a day, three hundred and sixty five 365(6) days a year. The on call or out of hours Service will be the same or as similar (as possible) to the ordering Service received during 9am and 5.30pm. The Supplier will confirm all bookings electronically or by faxed confirmation or as specified by the Contracting Authority(s) in a Call Off Contract.
- 6.1.6 A list of Authorised Users will be provided to the Supplier by the Contracting Authority(s) prior to the commencement of the Call Off Contract. This list must be used by the Supplier when processing requests for Temporary Workers. The Supplier will refuse to process orders that are requested by a person who is not an Authorised User on the list provided by the Contracting Authority(s). The Contracting Authority(s) may add and remove Authorised Users from the list during the course of the Call Off Contract and communicate these changes to the Supplier In Writing.

Service Response Timescales

6.2 The Supplier shall respond to all orders for Temporary Workers as per the response timescales provided in the table below, unless other timescales have been specified and approved In Writing by the Contracting Authority(s) in the Call Off Contract:

Urgency of Assignment request Temporary Workers required to commence an Assignment within:	Response Timescale Fulfilment of request timescale:
less than 24 hours	maximum 1 hour
1 to 2 Days	maximum 2 hours
2 to 3 Days	maximum 4 hours
4 Days	maximum 1 Working Day
5 to 7 Days	maximum 2 Working Days
Greater than 7 Days	maximum 4 Working Days

6.2.1 For the avoidance of doubt and as an example; where the Contracting Authority(s) request a Temporary Worker to commence a role within four (4) calendar days, the Supplier shall respond to the order request within one (1) Working Day.

6.2.2 The Supplier must keep Contracting Authority(s) updated on the progress of their ability to meet the Contracting Authority(s) requirements and on any outstanding order requests.

6.2.3 The Supplier acknowledges that where emergency order requests arise, the Supplier shall endeavour to support the Contracting Authority(s) where possible and prioritise requests.

Information provided by the Contracting Authority(s) to the Supplier

6.3 Contracting Authority(s) shall provide, where relevant, the following information to the Supplier which shall include but not be limited to the following;

6.3.1 the intended duties of the Temporary Workers;

6.3.2 the location and the days/hours which, the Temporary Workers would be required to work;

6.3.3 the necessary or required experience, specialist skills, training, qualifications and any authorisation(s) which the Contracting Authority(s) consider is necessary, or which are required by Law, or by any relevant Professional and Regulatory Authority, for a Temporary Worker to possess in order to work the Assignment;

6.3.4 where applicable, the Agenda for Change Pay Band that will apply to the Assignment;

6.3.5 any risks to health or safety known to the Contracting Authority(s) and what steps the Contracting Authority(s) has taken to mitigate or control such risks;

6.3.6 the necessary DBS and occupational health clearance checks required to undertake the Assignment;

6.3.7 named personnel to whom the Temporary Worker will report to upon arrival;

6.3.8 details of any expenses that would be payable by or to the Temporary Workers and any other benefits offered;

- 6.3.9 confirmation that the Contracting Authority(s) knows of no reason why it would be detrimental to the interests of the Temporary Workers to fill the Assignment.
- 6.4 Contracting Authority(s) may require the Supplier to introduce Temporary Workers for hire on Assignment to work shifts or to work for a specific period of time. Unless otherwise agreed In Writing between the Contracting Authority(s) and the Supplier, the Supplier shall notify and agree with the Temporary Workers the shifts and the duration that they will be expected to work.
- 6.5 Contracting Authority(s) may require the Temporary Workers to work unsocial hours, which are defined in the latest version of the NHS Terms and Conditions of Service handbook available on the NHS Employers website: <http://www.nhsemployers.org/your-workforce/pay-and-reward/nhs-terms-and-conditions/nhs-terms-and-conditions-of-service-handbook>
- 6.6 The Contracting Authority(s) shall ensure that Assignments are made in accordance with the Framework Agreement and the Call Off Contract and that Contracting Authority(s):
- 6.6.1 will ensure that requests for Temporary Workers are authorised promptly;
- 6.6.2 will have the Call Off Contract annotated with the relevant Framework Agreement reference number (RM3711) and the timescales in which they require a response to their request where these differ from those defined in paragraph 6.2;
- 6.6.3 will specify whether they require a number of Temporary Workers CVs to be submitted or whether a suitable Temporary Worker should be selected and proposed by the Supplier. The Contracting Authority(s) may specify the number of CVs to be submitted and this may vary between Orders;
- 6.6.4 will provide the Supplier with sufficient information to enable the Supplier to comply with its obligations under The Conduct of Employment Business Regulations 2003 and the Agency Worker Regulations 2010 and select a suitable Temporary Worker for the Assignment which the Contracting Authority(s) seeks to fill including, but not limited to, the following information:
- 6.6.4.1 the date on which the Contracting Authority(s) requires a Temporary Worker to commence an Assignment and the duration, or likely duration, of the Assignment; and
- 6.6.4.2 the position which the Contracting Authority(s) seeks to fill
- 6.7 The Contracting Authority(s) shall agree In Writing with the Supplier as part of Call Off Contract, the previous conviction(s) not acceptable for the position which the Contracting Authority(s) seeks to fill before the commencement of the Call Off Contract as and when the need arises.
- 6.8 Contracting Authority(s) will not request the introduction of a Temporary Worker to perform the duties normally performed by a permanent worker who is taking part in official industrial action or has been transferred by the Contracting Authority(s) to perform the duties of a person on strike or taking official industrial action.

Provision of the Temporary Workers Information

- 6.9 When introducing Temporary Workers to Contracting Authority(s) the Supplier shall;

- 6.9.1 operate clear and written processes and procedures for the recruitment, selection and introduction of all Temporary Workers to meet the requirements of the Call Off Contract under the Framework Agreement.
- 6.9.2 ensure that it is fully informed about the identity of the Contracting Authority(s) and, as appropriate, understands the nature and individual needs of the Contracting Authority(s) business to which the Supplier is introducing Temporary Workers.
- 6.9.3 obtains sufficient information from Contracting Authority(s) to be able to select a suitable Temporary Worker for the Assignment which the Contracting Authority(s) seeks to fill and consistently provides Contracting Authority(s) with Temporary Workers that match the requirements as identified by the Contracting Authority(s) throughout the life of the Call Off Contract.
- 6.10 fill through a free and fair process, with the Temporary Workers that most closely meet the Contracting Authority(s) job description and person specification (or equivalent) as provided by the Contracting Authority(s). The Supplier is required to ensure that its employees provide access to Assignments to Temporary Workers in a fair and non-discriminatory manner.
- 6.11 inform the Contracting Authority(s) of the identity of the Temporary Workers and that the Temporary Workers have the necessary skills and qualifications in accordance with the requirements of the position that the Contracting Authority(s) seeks to fill;
- 6.12 that the Temporary Workers has satisfactorily undergone the relevant Safeguarding and Employment Checks as required by Contracting Authority(s) and will provide copies of required compliance checks to Contracting Authority(s) on request;
 - 6.12.1 that the Temporary Workers are willing to work in the position which the Contracting Authority(s) seeks to fill (either in full or in part);
 - 6.12.2 that the Temporary Workers are fit to work at that time, i.e. they declare that they are not suffering from any medical condition(s) which would prevent them from being supplied for hire in accordance with Contracting Authority(s) policies and procedures. For example, they are in good health and medically and physically fit in so far as the requirements of the Assignment are concerned and they are not suffering from diarrhoea, a rash or vomiting. The Supplier must verify any relevant information in accordance with NHS Employers Work Health Assessments which form part of the Employment Check Standards and Contract Charges in respect of the Assignment and are in accordance with Framework Agreement Schedule 3 (Framework Prices and Charging Structure);
 - 6.12.3 provide the Contracting Authority(s) with all the information relating to the Temporary Worker. This information including CVs or information provided under a Temporary Workers Assignment Checklist or/and Employer's Reference Request Form (Appendix B and D to this Annex A to Part A Framework Agreement Schedule 2 Service Specification) should be sufficiently detailed, and fully aligned with the Contracting Authority(s) requirements, to enable the Contracting Authority(s) to make an informed

decision about which Temporary Worker is suitable to hire for the Assignment;

- 6.13 ensure that the Temporary Workers and the Contracting Authority(s) are aware of all requirements imposed by Law, (or by any relevant Professional and Regulatory Authority) which must be satisfied by Contracting Authority(s), or the Temporary Workers, to enable the Temporary Workers prior to acceptance of the Assignment;
- 6.14 without prejudice, in relation to Health and Safety at work, the Supplier must make enquiries to ensure that it would not be detrimental to the interests of the Temporary Workers or Contracting Authority(s) for the Temporary Workers to work for the Contracting Authority(s) in the position in which the Contracting Authority(s) seeks to fill; and
- 6.15 only introduce Temporary Workers in response to a direct request from an Authorised User of the Contracting Authority(s) unless otherwise agreed, In Writing, with the Contracting Authority(s).
- 6.16 Without prejudice to any restrictions that may be imposed by other provisions of the Framework Agreement, the Supplier shall not introduce any Temporary Workers who:
 - 6.16.1 the Supplier has grounds to believe are unsuitable for the position which the Contracting Authority(s) seeks to fill; and/or
 - 6.16.2 have not satisfactorily undergone the relevant Safeguarding and Employment Checks or would have failed such Safeguarding and Employment Checks had they been conducted immediately prior to the Temporary Worker being introduced for the role that the Contracting Authority(s) seeks to fill.
- 6.17 The Supplier shall ensure that any Temporary Worker who discloses that they have a spent or Unspent Conviction under the terms of Rehabilitation of Offenders Act 1974, or who is found by the Supplier to have any Relevant Convictions ("Relevant Conviction(s)" including crimes against a person, whether of a violent or sexual nature, offences involving unlawfully supplying controlled drugs or substances and offences listed in the Terrorism Act 2006, (whether as a result of a police check or through the Disclosure and Barring Service (DBS) procedures or otherwise), is not introduced or further introduced for hire in any part of the provision of the Services (as the case may be) without Approval In Writing from the Contracting Authority(s). Where the position is listed as exempt under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, it is essential that employers make clear to the applicant that Contracting Authority(s) are entitled to seek information about all spent and Unspent Conviction(s) that are not subject to the filtering rules introduced on 29 May 2013.
- 6.18 The Supplier must inform all Temporary Workers In Writing that undeclared criminal Conviction(s) which subsequently become known may result in Contracting Authority(s) instructing the Supplier that the Assignment may be immediately terminated and the Temporary Worker may be immediately removed from any premises owned or controlled by the Contracting Authority(s) from which the Services are carried out.
- 6.19 The Supplier must inform the Contracting Authority(s) immediately In Writing:
 - 6.19.1 if the Supplier receives additional information about a Temporary Workers from the DBS. Where this additional information cannot be shared with the

Contracting Authority(s), the Contracting Authority(s) reserves the right to reject the Temporary Workers from fulfilling an Assignment;

6.19.2 on each occasion a Temporary Worker is under investigation from any external agency. External agencies for the purposes of this clause include any relevant Professional and Regulatory Authority, HMRC, NHS Protect, the Police, public health bodies and Home Office/UK Border Agency;

6.19.3 if a Temporary Worker is convicted of an offence whilst on an Assignment with the Contracting Authority(s).

6.20 Where information is received or obtained pursuant to paragraph 6.12 and 6.13 above, which indicate that a Temporary Worker may be unsuitable for the position which the Contracting Authority(s) seeks to fill, but, in the opinion of the Contracting Authority(s) as communicated to the Supplier, the information does not give the Contracting Authority(s) grounds to believe that the Temporary Worker is unsuitable for the position, the Supplier shall:

6.20.1 commence making such further enquiries as may be required by the Contracting Authority(s), as to the suitability of the Temporary Worker for the position concerned. The Supplier shall inform the Contracting Authority(s) of the further enquiries made and any additional information it receives or obtains prior to the commencement of the Assignment; and

6.20.2 where, as a result of these enquiries, the further information obtained gives the Supplier grounds to believe that the Temporary Worker is unsuitable for the position, the Temporary Worker shall no longer be introduced for hire and their CV be immediately withdrawn by the Contracting Authority(s).

6.21 Once the Temporary Worker has been selected and before commencing the Assignment, the Supplier shall ensure that the Temporary Worker has a current identification (ID) badge. The ID badge should be clearly visible at all times whilst the Temporary Worker is on the Assignment. The ID badge must be valid for a maximum of 12 Months and must contain the Temporary Workers full name, the Suppliers name and/or logo, a recent photo of the Temporary Worker and an expiry date for the ID badge. For the avoidance of doubt, where the ID badge may expire during the term of the Assignment, the Supplier shall ensure that the ID badge is replaced and issued to the Temporary Worker before the expiry date has been reached.

6.22 The Supplier shall ensure that when it offers a Temporary Worker for an Assignment with a Contracting Authority(s);

6.22.1 the Supplier gives to the Temporary Worker (whether orally or otherwise) all information it has been provided with about the matters referred to in clauses 6.9 to 6.15; and

6.22.2 the Supplier provides the agreed rate of remuneration and any other benefits which the Contracting Authority(s) may offer during the Assignment.

Selection and Rejection of Temporary Workers

6.23 Contracting Authority(s) may wish to conduct their own further Safeguarding and Employment Checks on the Temporary Workers prior to the commencement of an Assignment. For example, this may include Contracting Authority(s) conducting a face-to-face interview of and/or an additional occupational health or medical examination on and/or require the Temporary Workers to be further tested to ensure that they meet the specified competencies, necessary or required experience and skills etc.

- 6.24 Contracting Authority(s) will advise the Supplier of the circumstances and reasons for any further Safeguarding and Employment Checks required. The Supplier shall arrange for the Temporary Worker to satisfy Contracting Authority(s) requirements. If the Temporary Worker declines, the Contracting Authority(s) reserves the right to reject that Temporary Worker as unsuitable for the Assignment which the Contracting Authority(s) seeks to fill.
- 6.25 Where requested by Contracting Authority(s), the Supplier shall arrange for the Temporary Worker to be tested to ensure that they meet specified capabilities prior to the commencement of an Assignment. Details of any such test results shall be made available to the Contracting Authority(s).
- 6.26 Contracting Authority(s) will confirm in a timely manner, the suitable Temporary Workers selected for the Assignment which the Contracting Authority(s) seeks to fill.
- 6.27 Contracting Authority(s) shall reserve the right to reject a Temporary Worker as unsuitable. Feedback will be provided to the Supplier by the Contracting Authority(s) as to the reason(s) for the Contracting Authority(s) rejection.

Cancellation of Assignment and Rejection of Temporary Workers

- 6.28 Unless otherwise agreed between the Supplier and the Contracting Authority(s) In Writing, the Contracting Authority(s) shall notify the Supplier of the requirement for any change or cancellation of any confirmed Assignment at least two (2) hours prior to the agreed Assignment start time. If the Contracting Authority(s) cannot comply with the timeframe the Contracting Authority(s) shall pay twenty five (25) per cent of the cost of the first day of the Assignment or where the Assignment is less than one (1) day, twenty five (25) per cent of the total cost of the Assignment. In both cases, this charge only applies where the Temporary Worker cannot be placed elsewhere within the Contracting Authority's organisation. Contracting Authority(s) acknowledge and agree that the payment shall be a genuine pre-estimate of the Losses incurred by the Supplier. In such circumstances the monies must be paid to the Supplier for the relevant payment to be distributed to/passed on for payment to the Temporary Worker.
- 6.29 Once an Assignment has been accepted the Supplier shall notify the Contracting Authority(s) In Writing no later than 2 hours before the commencement of the Assignment of the need to cancel the agreed Assignment. The Supplier must find a suitable replacement Temporary Worker at the Supplier's expense (i.e. no additional charge to the Contracting Authority(s)). The Contracting Authority(s) reserves the right not to accept the replacement Temporary Worker.
- 6.30 Data on the numbers of and reasons for such cancellations must be kept by the Supplier and it shall provide the Contracting Authority(s) with a copy of this information on a frequency agreed In Writing with the Contracting Authority(s).
- 6.31 Repeat cancellations may result in the Supplier being suspended from the provision of the Services under the Call Off Contract in accordance with clause 31.1 of Framework Agreement Schedule 4 (Call Off Terms).
- 6.32 In the event that the Contracting Authority(s) rejects the Temporary Workers from the Assignment (in circumstances which would require the Supplier to provide information to the Disclosure and Barring Service, or the equivalent Authority under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 where the Contracting Authority(s) is located within Scotland, the Contracting Authority(s)) the Contracting Authority(s) shall provide sufficient information to the Supplier to allow it to discharge its statutory obligations.

- 6.33 If the Contracting Authority(s) considers that the performance of the Temporary Worker is unsatisfactory, the Contracting Authority(s) may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment (and the Contracting Authority(s) premises) immediately, or by directing the Supplier to remove the Temporary Worker.
- 6.34 In the event that a Temporary Worker is rejected by a Contracting Authority(s) and where the Assignment is terminated before the agreed Assignment end date, the Supplier shall be responsible for investigating the circumstances of that rejection. The Supplier must ensure that:
- 6.34.1 if the Temporary Workers in question is offered for another Assignment within that Contracting Authority(s) organisation, that the Contracting Authority(s) is made aware of any previous reports on performance of that person; or
- 6.34.2 the Supplier takes responsibility to make the Contracting Authority(s) aware of such a rejection when the Temporary Workers in question is put forward for future Assignment in the Contracting Authority(s) organisation in order to enable an informed decision to be made.
- 6.35 Where the Supplier is made aware In Writing by the Contracting Authority(s) or relevant Professional and Regulatory Authority, or other organisation, that there are grounds for the Temporary Worker to pose a threat to the safety of patients, other workers or the public (for example, arising from events leading to their possible prosecution, suspension or dismissal by another employer), the Supplier will immediately stop the deployment of the Temporary Worker until such time that the matter has been satisfactorily been resolved by the Supplier and agreed In Writing by the Contracting Authority(s).

Booking Confirmation

- 6.36 The Supplier is required to confirm the order details required, In Writing, and in the format provided under Appendix B (Temporary Workers Assignment Checklist) to this Annex A to Part A Framework Agreement Schedule 2 (Service Specification) as may be amended from time to time during the life of the Framework Agreement or any other alternate Good Industry Practice form which has been agreed In Writing between the Supplier and the Contracting Authority(s).
- 6.37 If requested by the Contracting Authority(s), the Supplier shall:
- 6.37.1 provide clear copies of any of the information the Supplier has received or obtained to enable the Contracting Authority(s) to validate that the Temporary Worker has satisfactorily undergone the relevant Safeguarding and Employment checks required under Annex A to Part A of Framework Agreement Schedule 2 (Service Specification); and
- 6.37.2 advise the Temporary Worker of the requirement to provide clear copies of any of the information required by Contracting Authority(s) to validate that they have satisfactorily undergone the relevant Safeguarding and Employment Checks and produce their original current and valid personal identification documents when commencing the Assignment.
- 6.38 For the avoidance of doubt, Contracting Authority(s) may request to see copies of all or any of the required Safeguarding and Employment Checks information, which must be retained by the Supplier.
- 6.39 Fulfilment of a request shall be defined as the supply of a suitable Temporary Worker, who has been accepted by the Contracting Authority(s) within the

Urgency of Assignment Request timeframes as set out in accordance with clause 6.2.

Temporary Workers Appraisal

- 6.40 The Supplier shall ensure that the Temporary Workers are appraised annually by an Appraiser in accordance with the latest relevant Professional and Regulatory Authority's requirements or Framework for appraisal and revalidation. The Supplier shall support the Contracting Authority(s) in addressing the requirements of the Medical Profession (Responsible Officers) Regulations 2010 and provide a cost effective, legal method of managing these regulatory requirements.
- 6.41 For the purposes of the Medical Profession (Responsible Officers) Regulations 2010, the Supplier shall comply with the Medical Profession (Responsible Officers) Regulations 2010 with regard to appointing or nominating a Responsible Officer.
- 6.42 In complying with Clauses 6.34 – 6.35 the Supplier shall respond to all reasonable requests by the Contracting Authority(s) and/or the Revalidation Support Team to provide any relevant information required to demonstrate on-going adherence to the Medical Profession (Responsible Officers) Regulations 2010. For example, completing and submitting an annual organisational readiness self-assessment exercise and providing progress reports periodically against key metrics during the medical revalidation period (this may be up to the end of March 2016) using a Revalidation Support Team supplied online tool.
- 6.43 The Supplier shall support the Contracting Authority(s) in addressing the requirements of the Nursing & Midwifery Council (NMC) 'The Code', details of which can be accessed with the following link <http://www.nmc-uk.org/The-revised-Code/>.
- 6.44 For the purposes of the Nursing & Midwifery Council 'The Code, standards (as revised) and revalidation guidance published, the Supplier shall comply with the revised Code and standards.
- 6.45 Where the Temporary Worker is not subject to an annual appraisal by another party, the Supplier shall appoint or nominate an Appraiser to conduct the annual appraisal of that Temporary Worker.
- 6.46 The Supplier shall respond to all reasonable requests by the Contracting Authority(s) to provide any relevant information required to demonstrate on-going adherence to the Nursing Midwifery Council revised Code and standards. For example, completing and submitting an annual organisational readiness self-assessment exercise and providing progress reports periodically against key metrics during the nursing revalidation period (due to commence December 2015) using a Revalidation Guidance documentation.
- 6.47 The Supplier shall record the outcome of the Appraisal In Writing.

End of Assignment Assessment

- 6.48 Upon the completion of the Temporary Workers Assignment with the Contracting Authority(s), or as soon as practicable thereafter, the Supplier shall ensure that the Contracting Authority completes an end of assignment assessment report in respect of the Temporary Workers performance during that Assignment. An example form can be found in Appendix C (end of assignment assessment report) to this Annex A to Part A Framework Agreement Schedule 2 (Service Specification) The Supplier can use a different form where this contains all the information contained in the example form. Where required to do so, the Supplier shall discuss the contents of the report with the Contracting Authority(s). If any shortcomings are identified in the Temporary Workers performance during the term of the Assignment, the Supplier shall take appropriate action to remedy the shortcomings identified in agreement with the Contracting Authority(s).

- 6.49 Following a request from the Supplier, (to assist the Supplier in meeting its obligations under clause 6.42) the Contracting Authority(s) must provide to the Supplier an end of Assignment assessment report within 2 weeks of the end of an Assignment. The requirements of clauses 6.42 – 6.43 may be performed by electronic means.
- 6.50 Any serious misconduct and/or poor performance by the Temporary Workers during the Assignment will be conveyed to the Supplier by the Contracting Authority(s) Where appropriate in the first instance, this may be verbally and subsequently In Writing, by means of a Confidential Reference. The Supplier will, if so requested by the Contracting Authority(s), immediately terminate the Assignment concerned and the Contracting Authority(s) will not be liable for the termination charges or any consequences related to the Temporary Worker.
- 6.51 Following any serious misconduct and/or poor performance by the Temporary Worker the Supplier shall comply with the Contracting Authority(s) requirements with regards to; attendance at hearings to which the Contracting Authority must attend, case conferences and the implementation of any decision including referrals to third-party bodies. For the avoidance of doubt, third party bodies shall include the Care Quality Commission, all relevant Professional and Regulatory bodies, HMRC, NHS Protect, the Police, public health bodies, Home Office and UKBA.

Temporary Workers Obligations

- 6.52 The Supplier shall ensure and demonstrate to the Contracting Authority(s) that the Temporary Worker is advised of their need to immediately inform the Supplier if:
- 6.52.1 the Temporary Worker is currently (or has been) subject to any kind of investigation by either an NHS Authority, or other Public/Private healthcare Authority(s), or their relevant Professional and Regulatory Authority.
- 6.52.2 where the Temporary Worker reports any such investigation or prosecution, then in addition to any other reasonable action required, the Supplier must immediately inform the Contracting Authority(s) and comply with the Contracting Authority(s)'s policies and procedures regarding such matters. If the Temporary Worker fails to reasonably comply with the Contracting Authority(s)'s policies and procedures regarding the matter being investigated, the Supplier shall not introduce that Temporary Worker to the Contracting Authority(s) (and as appropriate any other Contracting Authority(s) under the Framework Agreement) until such time that the matter has been satisfactorily resolved; or
- 6.52.3 the Temporary Worker reports any such investigation, then in addition to any other reasonable action required, the Supplier must immediately inform the Contracting Authority(s) and comply with the Contracting Authority(s)'s policies and procedures regarding such matters. The Supplier shall use reasonable endeavours to ensure that the Temporary Workers participates in the investigation either during the Assignment or subsequently. If the Temporary Worker fails to reasonably comply with the Contracting Authority(s)'s policies and procedures regarding the matter being investigated, the Supplier shall not introduce that Temporary Workers to the Contracting Authority(s) (and as appropriate any other Contracting Authority(s) under the Framework Agreement) until such time that the matter has been satisfactorily resolved; or

- 6.52.4 the Temporary Worker is suspended by the relevant Professional and Regulatory Authority or;
- 6.52.5 the Temporary Worker has become injured or has been diagnosed with a medical condition. The Supplier shall ensure that the Contracting Authority(s) is immediately made aware of the identity of the Temporary Worker and the injury or medical condition (or, where applicable, a history of such injury or medical condition). The Supplier shall use reasonable endeavours to immediately supply a replacement Temporary Worker if the Temporary Worker is not declared fit for employment by the Supplier's occupational health service, or if the Contracting Authority(s) reasonably requests that the Temporary Worker is not involved in the provision of the Services or;
- 6.52.6 the Temporary Worker is/or becomes pregnant. Where the Supplier is aware that a Temporary Workers is pregnant, the Supplier shall ensure that the Contracting Authority(s) is informed immediately so that the Temporary Worker is not exposed to any working conditions which could cause risk to either her or her unborn child;
- 6.53 The Supplier shall advise the Temporary Worker of the Contracting Authority(s)'s expected standards of behaviour whilst on the Assignment. The expected standards of behaviour whilst on the Assignment are supplementary to the code of professional conduct as set out by the relevant Professional and Regulatory Authority. The Supplier (and where applicable, an Approved Sub-Contractor utilised in the execution of the Contract) shall advise the Temporary Workers that at all times they must:
 - 6.53.1 conduct themselves in an appropriate and professional manner;
 - 6.53.2 keep confidential any information received about patients or clients;
 - 6.53.3 be honest and act with integrity;
 - 6.53.4 abide by the Working Time Regulations 1998 (and any subsequent amendments or re-enactment thereof);
- 6.54 Prior to the Assignment the Temporary Worker must:
 - 6.54.1 keep the Supplier informed of their availability;
 - 6.54.2 inform the Supplier if they have booked a shift directly with the Contracting Authority(s) and obtain a reference number;
 - 6.54.3 declare to the Supplier that they are fit to practise at that time, i.e. including, but not limited to, declaring that they are not suffering from any medical conditions which would prevent them from being supplied for hire in accordance with the Contracting Authority(s)'s policies and procedures;
 - 6.54.3.1 keep their mandatory training and appraisal up to date;
 - 6.54.3.2 inform the Supplier as soon as they are aware that they are unable to attend an Assignment.
- 6.55 On arrival at the Assignment the Temporary Worker must:
 - 6.55.1 be punctual and ready to commence work at the start of the Assignment;
 - 6.55.2 present their self in a professional manner in line with the Contracting Authority(s) uniform policy or dress code;
 - 6.55.3 identify who their supervisor is and what their duties will be during the Assignment;

- 6.55.4 orientate their self to the environment for the safety of their self and those around them and familiarise their self with the patients they will be caring for;
- 6.55.5 wear their valid photo ID and confirm their identity with their supervisor.
- 6.56 During the Assignment the Temporary Worker must:
 - 6.56.1 have the care, wellbeing and safety of patients and the Contracting Authority(s) as their first concern;
 - 6.56.2 shall work as directed by the supervisor and shall follow all reasonable requests, instructions, policies, procedures, standards and rules of the Contracting Authority(s). This includes, but is not limited to, those relating to fire, health and safety requirements, on-site security, computer systems, information security, crash call procedures, 'hot-spot mechanisms' and 'violent episode policies', control of cross infection and notifiable diseases, manual handling and matters of discipline;
 - 6.56.3 shall adhere to the Contracting Authority(s)'s health and safety requirements at all times and work within the Contracting Authority(s)'s culture and values.
 - 6.56.4 work collaboratively and communicate effectively with the Contracting Authority(s)'s clinical areas or department's own staff;
 - 6.56.5 treat all patients/Contracting Authority(s)s/visitors with dignity, courtesy, respect and with due regard to their age, gender, race, religion, physical and mental condition;
 - 6.56.6 only undertake work and tasks they are competent to do, if they are required to do something they are not competent to carry out, the Temporary Worker must inform the person supervising them;
 - 6.56.7 move to a different area during the Assignment if asked to do so by the Contracting Authority(s) due to patient need, making the Contracting Authority(s) aware if they are concerned that they may not be competent to work in the new area;
 - 6.56.8 report all complaints, incidents or accidents that they witness to their supervisor, and if they are involved or affected the Temporary Worker must also report this to the Supplier;
 - 6.56.9 report to their supervisor and/or the Supplier any concerns they may have regarding possible fraud;
 - 6.56.10 report to their supervisor and/or the Supplier if they feel they are being treated unfairly or inappropriately during the Assignment;
 - 6.56.11 not make unnecessary use of authority in connection with the discharge of the Assignment;
 - 6.56.12 not act in a manner reasonably likely to bring discredit upon the Contracting Authority(s) including, but not limited to, unlawfully discriminating or engaging in any form of physical or verbal abuse, threatening behaviour, harassment/bullying or be otherwise uncivil to persons encountered in the course of the Assignment.
- 6.57 At the end of the Assignment the Temporary Worker must:
 - 6.57.1 hand over their work or the care of their patients to their supervisor, or the person taking over from them, and report any adverse incidents that have occurred;

- 6.57.2 make accurate and legible records of what they have done and of the care that has been provided before they leave, printing their name, role and identifying their self as the Temporary Worker.
- 6.57.3 return any property or other resources they have obtained during the course of the Assignment;
- 6.57.4 not falsify records, timesheets, expenses or attempt to defraud the Contracting Authority(s) in any way;
- 6.57.5 complete their timesheet accurately and thoroughly and get it signed by the Contracting Authority(s)'s appropriate representative.

Security Requirements and Data Access

- 6.58 The Supplier shall advise the Temporary Worker of their need to comply with all relevant security measures and procedures of the Contracting Authority(s), relating to the Contracting Authority(s) premises, whilst on the Assignment.
- 6.59 The Contracting Authority(s) will provide copies of its written security procedures to the Supplier on request.
- 6.60 The Supplier shall advise the Temporary Workers that they are required to adhere to the Contracting Authority(s) policies and procedures.
- 6.61 The Contracting Authority(s) shall reserve the right to carry out any physical searches of the Temporary Workers possessions or of vehicles used by them at the Contracting Authority(s) premises in line with Contracting Authority(s) standard policies and procedures. The Contracting Authority(s) (or any person responsible to the Contracting Authority(s) for security matters on its behalf) shall comply at all times with the Human Rights Act 1998 when carrying out such searches.
- 6.62 If the Temporary Worker does not clearly display at all times their valid ID badge or persistently fails to the Contracting Authority(s) will adopt its on-site security policy and procedures. For example, the Contracting Authority(s) may request that the Temporary Worker immediately produces their valid ID badge or instructs the Temporary Worker to leave the Assignment and the Contracting Authority(s) premises immediately.
- 6.63 The Contracting Authority(s) may at its discretion authorise Temporary Workers to gain access to certain computer systems and certain programs and data within those systems whilst on an Assignment with the Contracting Authority(s). The Supplier shall advise the Temporary Workers that whilst on the Assignment with the Contracting Authority(s) they should not attempt to gain access to data or programs to which authorisation has not been given.
- 6.64 The Supplier shall ensure that the Temporary Worker is aware that whilst on the Assignment they must at all times when using such computer systems:
 - 6.64.1 observe the Contracting Authority(s) computer security instructions in respect of the proper use and protection of any password used in connection with such computer Systems or any computer, DVD/CD ROM disk, removable hard drive or any other device for the storage and transfer of data or programs;

- 6.64.2 not load any program into any computer via disk, typing, electronic data transfer or any other means;
- 6.64.3 not access any other computer or bulletin board or information service (including, without limitation, the Internet) except with specific prior consent of the Contracting Authority(s); and
- 6.64.4 not download any files or connect any piece of computer equipment to any network or other item of computer equipment except with the prior consent of the Contracting Authority(s) or the Contracting Authority(s) representative;
- 6.65 The Supplier shall co-operate with any investigation relating to security carried out by the Contracting Authority(s) (or any person responsible to the Contracting Authority(s) for security matters on its behalf) and when required by the Contracting Authority(s) (or any person responsible to the Contracting Authority(s) for security matters on its behalf) shall:
 - 6.65.1 use best endeavours to make the Temporary Worker available to be interviewed by the Contracting Authority(s) (or any person responsible to the Contracting Authority(s) for security matters on its behalf) for the purposes of the investigation. The Temporary Worker shall have the right to be accompanied by a Supplier's representative and to be advised, or represented by any other person whose attendance at the interview is Approved and acceptable to the Contracting Authority(s) and the Supplier; and
 - 6.65.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may be required by the Contracting Authority(s) (or any person responsible to the Contracting Authority(s) for security matters on its behalf) for the purposes of the investigation so long as the provision of that material does not prevent the Supplier from performing the Services.
- 6.66 The Contracting Authority(s) shall have the right to retain any such material for use in connection with the investigation and shall provide the Supplier with a copy of the material retained.
- 6.67 The Supplier shall advise the Temporary Workers that any Contracting Authority(s) Confidential Information gained during the Assignment must remain confidential at all times.
- 6.68 If required by the Contracting Authority(s), the Supplier shall ensure that the Temporary Worker signs a confidentiality agreement provided by the Contracting Authority(s), prior to the commencement of the Assignment. This signed confidentiality agreement must be filed with the Temporary Workers personnel records.
- 6.69 The Supplier agrees and acknowledges that the standard of dress and hygiene of the Temporary Workers whilst on the Assignment shall be in accordance with the Contracting Authority(s) policies, procedures and standards. The Contracting Authority(s) reserve the right to require a change in dress of the Temporary Worker where appropriate. In the event that the Temporary Worker is required to

wear Personal Protective Equipment (PPE) as part of their Assignment, it will be the responsibility of the Supplier to ensure that the Temporary Worker is provided with the PPE.

7. CONTRACT CHARGES, FEES & DATA REPORTING – MANDATORY REQUIREMENTS

Contract Charges

- 7.1. Contracting Authority(s) will only pay Contract Charges relating to the Services delivered by the Supplier which are the subject of a valid Call Off Contract.
- 7.2. All invoices to Contracting Authority(s) should be clear, accurate and transparent containing as a minimum, pay rate to the Temporary Worker, statutory contributions and Agency Fee, all broken down as separate line items.
- 7.3. The Supplier shall reduce or cancel the Contract Charges for the time worked by the Temporary Workers on an Assignment with a Contracting Authority(s) if it transpires that the Temporary Worker has been rejected in accordance with any of the following instances:
 - 7.3.1. the Contracting Authority(s) has asked the Temporary Workers to leave the Assignment or has directed the Supplier to remove the Temporary Worker from the Assignment; and/or
 - 7.3.2. if it transpires that the Temporary Worker:
 - 7.3.2.1. fails to attend an Assignment at the reporting time agreed In Writing between the Contracting Authority(s) and the Supplier; or
 - 7.3.2.2. is rejected within a trial period for specified Assignments, where such a trial period has been agreed In Writing between the Contracting Authority(s) and the Supplier; or
 - 7.3.2.3. has been rejected as unsuitable within the first four (4) hours of commencing the Assignment where the Assignment is for more than seven (7) hours, or within two (2) hours of commencing the Assignment where the Assignment is for less than seven (7) hours; or
 - 7.3.2.4. rejects the Assignment or does not attend the Assignment; or
 - 7.3.2.5. is found to not have the defined requirements for the role, i.e. in terms of the relevant Safeguarding and Employment Checks required or does not have the necessary or required experience etc.; or
 - 7.3.2.6. is found to not have correct and valid credentials that would allow them to legally work and carry out the Assignment; or
 - 7.3.2.7. is identified by the Contracting Authority(s) as unfit to work or not being capable of carrying out the specified tasks or activities required pursuant to the Assignment, safely and to the Contracting Authority(s) necessary standards; or
 - 7.3.2.8. is unable to attend the Assignment, if the Contracting Authority(s) premises are closed for any reason, for example, industrial action or Force Majeure event.

- 7.4. Unless otherwise agreed In Writing in advance with the Contracting Authority(s), the Contracting Authority(s) will have no liability to either the Supplier or any Temporary Worker for travel expenses and/or other disbursements incurred and the Supplier shall ensure that all Temporary Workers supplied in the provision of the Services are aware of this.
- 7.5. The Contracting Authority(s) will notify the Supplier of any offer of Direct Assignment or employment it makes to the Temporary Workers.

Accommodation

- 7.6. Under the Framework Agreement, the Temporary Worker shall not be eligible to receive accommodation (whether that accommodation is provided either free of charge or on payment of a fee by the Temporary Workers to the Contracting Authority(s)). The Supplier shall advise the Temporary Workers of this fact. Any local arrangements in respect of accommodation and/or accommodation payments shall be agreed In Writing in the Call Off Contract between the Contracting Authority(s) and the Supplier.

Temporary Assignment Transfer Fees

- 7.7. Applying the Conduct of Employment Business Regulations 2003 to the Framework Agreement, a supplier who operates an Employment Business can charge Transfer Fees to Contracting Authority(s), in the following circumstances only:
- 7.7.1. where Contracting Authority(s) are supplied a Temporary Worker who is then taken on permanently by the Contracting Authority(s) (Temp-to-Perm fees);
- 7.7.2. where Contracting Authority(s) cease to use the Services of an Employment Business but wish to retain the Temporary Worker. The Temporary Worker would be required to change employers to be supplied by the Employment Business that the Contracting Authority(s) wishes to use (Temp-to-Temp fees)
- 7.7.3. where the Contracting Authority(s) introduces a Temporary Worker to a third Party organisation and the Temporary Worker takes up employment with the third Party organisation (temp-to-third-party fees)

Temp to Temp and Temp to Perm Transfer Fees

- 7.8. Suppliers that are Employment Businesses can charge Transfer Fees as long as, during or following the most recent Assignment of the relevant Temporary Worker, the Contracting Authority(s) has first been given the option by the Supplier, to have that Temporary Worker from the Supplier for a further period of 8 weeks from when the Contracting Authority(s) provides notice In Writing ("the Extended Hire Period") and the Contracting Authority(s) has not utilised this option.
- 7.9. Notwithstanding anything in paragraphs 7.7 and 7.8, a Supplier of Temporary Workers can only charge Transfer Fees where the transfer takes place within whichever is later of:
- 7.9.1 14 weeks from the start of the first Assignment with the Customer; or
- 7.9.2 8 weeks from the end of any Assignment

7.10 If there has been more than one Assignment with a break of more than 42 days between Assignments the later Assignment is then taken as the first Assignment. Where the break is less than 42 days then the date of the first assignment will be taken into account.

7.11 Where the Contracting Authority(s) wishes to exercise the option to Assign the Temporary Worker for an Extended Hire Period:

7.11.1 The Contracting Authority(s) must notify the Supplier of this In Writing; and

7.11.2 The Supplier must continue to supply the Temporary Worker for 8 weeks, at the same agreed rate which applied prior to the Contracting Authority(s) opting to use the Extended Hire Period, unless prevented from doing so for reasons that are not in any way the Supplier's fault.

7.12 Where the Customer has Engaged the Temporary Worker for an Extended Hire Period that Temporary Worker can transfer without a Transfer Fee being payable by the customer to the supplier.

Temp-to-Third Party Transfer Fees

7.13 If the Contracting Authority(s) introduces a Temporary Worker to a third party then the Supplier can charge a Transfer Fee following the same rules as Temp-Perm or Temp-to-Temp fees, subject to the following difference; that

7.13.1 the Supplier does not have to offer the Contracting Authority(s) a choice between the Transfer Fee and an Extended Hire Period.

Calculating Transfer Fees

7.14 The Transfer Fee payable will be calculated in accordance with Framework Agreement Schedule 3 (Framework Prices and Charging Structure) and based on the remuneration payable to the Temporary Worker. For the avoidance of doubt the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall apply to the payment of Transfer Fees.

Fixed Term Assignment Transfer Fees

7.15 If a Contracting Authority wishes to employ the Temporary Worker on a permanent basis, then the Supplier will charge a fee, in accordance with Framework Schedule 3 (Framework Prices and Charging Structure), equal to the difference between the agreed fee payable for the Temporary Worker and the fee which would have been payable had the Temporary Worker worked for a period of 12 months for the Customer, for example:

7.15.1 After eight (8) months of employment on a Fixed Term Assignment, the Contracting Authority(s) wishes to employ the Temporary Worker permanently, the Supplier will charge a fee equal to the difference due compared to 12 months i.e. four (4) months.

7.16 The Fixed Term Assignment Transfer Fee will be due if the Temporary Worker is employed permanently up to six months after the end of the Fixed Term Assignment.

Timesheets (Temporary Assignments only)

- 7.17 The Supplier shall provide all Temporary Workers with a timesheet that must be used whilst on a Temporary Assignment.
- 7.18 Timesheets must be fully completed and legible. Timesheets submitted must be in accordance with Good Industry Practice and the latest NHS Protect guidelines regarding fraud and/or specific measures (which may set higher standards than those provided in the Call Off Contract) to prevent fraud by Temporary Workers. Those guidelines can be found by using the following web link: <http://www.nhsbsa.nhs.uk/Protect.aspx>
- 7.19 The Supplier shall have the facility to operate an electronic timesheet process to support Contracting Authority(s) invoicing requirements. In the case of timesheets completed through electronic means, a secure authorisation process must be used at all times. Where necessary Contracting Authority(s) may also require that any electronically completed timesheets must be printed and authorised manually, i.e. by hand.
- 7.20 The Supplier will manage timesheets and ensure that:
- 7.20.1 whilst on the Temporary Assignment the Temporary Worker fully completes and submits a timesheet, to the Contracting Authority(s) for Approval before it is returned to the Supplier.
 - 7.20.2 for locations without access to the Internet, the Supplier will:
 - 7.20.2.1 have the facility for a paper timesheet to be used by the Temporary Worker. All paper timesheets will have a unique identifier; or
 - 7.20.2.2 record the timesheet on behalf of the Temporary Workers.
 - 7.20.2.3 Contracting Authority(s) authorise each timesheet without delay.
- 7.21 The Temporary Workers will agree locally with the Contracting Authority(s) when any meal or rest breaks may occur.
- 7.22 The Supplier shall ensure that all rest breaks and rest periods taken by the Temporary Worker whilst on the Assignment are accounted for in the timesheet by reference to the actual time taken by the Temporary Worker.
- 7.23 The Supplier shall investigate all occurrences where there is non-compliance with clause 7.21 and notify the Contracting Authority(s) as to the outcome of its investigation.
- 7.24 Where the Contracting Authority(s) has an internal policy which either:
- 7.24.1 indicates that all rest breaks and rest periods are unpaid and must not be added to the hours claimed to have been worked by the Temporary Worker on the Assignment subject to the requirements of AWR; and/or

7.24.2 restricts the number of hours a Temporary Worker can work the Supplier shall ensure that these restrictions are reflected in the invoicing.

7.25 The Supplier shall only process fully completed timesheets which have been Approved by the Contracting Authority(s). In the event that a Contracting Authority(s) refuses to Approve a timesheet, the Supplier shall be notified within two (2) Working Days and shall attempt to resolve this with the Contracting Authority(s) in the first instance.

7.26 The Supplier must provide the Contracting Authority(s) with an exception report of unauthorised timesheets, on a weekly basis (unless an alternative timescale is agreed In Writing between the Contracting Authority(s) and the Supplier).

7.27 The auto Approval of timesheets may only be used at the request In Writing of the Contracting Authority(s).

Data Reporting

7.28 The Authority requires a monthly submission of data which must also be available to Contracting Authority(s) if requested. Any additional requirements for data by Contracting Authority(s) will be specified in the Call Off Contract. All monthly submission data to the Authority, must be in the format specified by the Authority in Framework Agreement Schedule 9 (Management Information), which may be revised from time to time. Information requirements will develop through the lifetime of the Framework Agreement.

8 COMPLIANCE WITH POLICY, LEGISLATION & OBLIGATIONS – MANDATORY SERVICE REQUIREMENTS

8.1 The Supplier shall comply in all respects with all current and future legislation, regulations, guidelines and codes of practice relevant to the Supplier and the provision of the Service.

8.2 Where the provisions of any such legislation is implemented by the use of voluntary agreements or codes of practice, the Supplier shall comply with such agreements or codes of practice as if they were being incorporated into Law, subject to those voluntary agreements being cited in the Tender documentation.

8.3 If future legislation, regulations, guidelines, voluntary arrangements and/or codes of practice impose more onerous obligations on the Supplier and the Contracting Authority(s) than that required by the Framework Agreement, the more onerous legislative, regulations, guidelines, voluntary arrangements and/or codes of practice provisions will apply to the provision of the Services notwithstanding the provisions of the Call Off Contract. If the legislation, regulations, guidelines, voluntary arrangements and/or codes of practice impose less onerous obligations than that imposed by the Call Off Contract the obligations imposed by the Framework Agreement shall continue to apply, unless otherwise agreed to the contrary In Writing with the Authority.

IR35 legislation

8.4 The Supplier shall ensure that the Temporary Workers are aware of the Temporary Workers legal obligation to comply with the requirements of IR35. General guidance to IR35 legislation may be found on the following HMRC website:

http://www.hmrc.gov.uk/leaflets/guide_limitcomp.htm

Agency Worker Regulations 2010 (“AWR”)

- 8.5 The Supplier and the Contracting Authority(s) undertake to comply with all annual leave provisions for Temporary Workers under the AWR and the WTR.
- 8.6 The Supplier and the Contracting Authority(s) acknowledge that the AWR may apply to the Temporary Workers’ Assignment with the Contracting Authority(s). Guidance is available on the Department for Business innovation & skills website:
<http://www.bis.gov.uk/assets/biscore/employment-matters/docs/a/11-949-agency-workers-regulations-guidance.pdf>
- 8.7 The Supplier shall permit the Temporary Workers to raise any concerns where they consider that they have not or may not have received equal treatment under the AWR. The Supplier shall undertake to resolve these concerns as quickly as possible, forwarding such concerns to the Contracting Authority(s) within seven (7) Days of receipt, before the Complaint escalates to a formal written request for information.
- 8.8 As soon as possible and prior to the commencement of each Assignment and/or during each Assignment (as appropriate) and at any time at the Contracting Authority(s) request In Writing, the Supplier undertakes to:
- 8.8.1 inform the Contracting Authority(s) of any Calendar Week prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the Contracting Authority(s) and which they believe counts or may count toward the Qualifying Period; and
- 8.8.2 provide the Contracting Authority(s) with all the details of such work, including (without limitation) details of when and where and the period(s) during which such work was undertaken and any other details requested by the Contracting Authority(s).
- 8.9 The Supplier shall pay to the Temporary Worker the Hourly rate of pay unless and until the Temporary Worker completes the Qualifying Period.
- 8.10 Once the Temporary Worker has completed the Qualifying Period during the relevant Assignment, the Contracting Authority(s) shall pay to the Supplier (for the relevant payments to be distributed to/passed on for payment to that Temporary Workers):
- 8.10.1 the Rate of pay comparable to the Contracting Authority(s)’s employee rate of pay or the correct rate applicable had the Temporary Workers been recruited directly by the Contracting Authority(s) as an employee undertaking the same job, taking into account a particular role and their particular skills and qualifications; and
- 8.10.2 where necessary make additional payments to the Temporary Workers to comply with the AWR.
- 8.11 Under the AWR on completion of the Qualifying Period the Temporary Worker may be entitled to paid and/or unpaid annual leave, in addition to their entitlement to paid annual leave under the WTR.
- 8.12 Subject to Clause 29 (Liabilities) of the Framework Agreement, the Supplier shall indemnify and keep the Contracting Authority(s) fully indemnified against all and any Costs, demands, liabilities, Losses and against all claims (together with associated Costs and expenses) and damages and any other liabilities whatsoever the Contracting Authority(s) may suffer. In respect of each and every claim made by or on behalf of any Temporary Worker under the AWR, (except to

the extent that any of the Costs, claims, proceedings, expenses and demands arising were directly caused by the act or omissions of the Contracting Authority(s) (or any party acting on behalf of the Contracting Authority(s), or by any third-party in the Supply Chain, for example, an umbrella company or other Employment Business, the Contracting Authority(s)) shall indemnify and keep indemnified the Supplier against any Losses incurred by the Supplier arising out of any Assignment or out of any non-compliance with and/or as a result of any breach of the AWR by the Contracting Authority(s) or any party acting on behalf of the Contracting Authority(s).

Contracting Authority's obligations

8.13 The Contracting Authority(s) shall comply with their obligations during every Assignment to provide the Day One Rights to the Temporary Workers including:

8.13.1 to treat the Temporary Workers from the start of the Assignment no less favourably than a comparable employee or worker in the Contracting Authority(s) establishment in relation to collective facilities and amenities. These include but are not limited to:

8.13.2 providing access to the Contracting Authority(s) canteen or other similar facilities, child-care facilities, staff rooms, transport services and car parking; and

8.13.3 providing the Temporary Worker with access to information on job vacancies with the Contracting Authority(s).

8.13.4 ensuring equal treatment in respect of basic working and employment conditions, equal pay, working time, night work, breaks and rest periods, annual leave, paid time off for antenatal appointments and overtime.

8.14 Prior to the commencement and/or during each Assignment (as appropriate) at the Supplier's request In Writing, the Contracting Authority(s) undertakes to:

8.14.1 inform the Supplier of any Calendar Week prior to the commencement date of the Assignment and/or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the Contracting Authority(s) and which they believe counts or may count toward the Qualifying Period; and

8.14.2 provide the Supplier with all the details of such work, including (without limitation) details of where, when and the date(s) during which such work was undertaken and any other details requested by the Supplier.

8.15 The Contracting Authority(s) undertakes within seven (7) Days of any request from the Supplier to provide the Supplier with accurate and comprehensive Comparator Information (and updates thereto).

8.16 The Contracting Authority(s) undertakes to keep the Supplier updated of any changes to the Comparator Information including, but not limited to any changes to pay scales which impact the Comparator Information.

9. COMPLAINTS & WHISTLE-BLOWING POLICY – MANDATORY REQUIREMENTS

Complaints Policy

9.1. Where the Contracting Authority(s) wishes to make a complaint about the performance of a Temporary Worker whilst on an Assignment, the Supplier shall additionally operate a clear and written procedure for handling such complaints which is in all respects in accordance with:

- 9.1.1. the Contracting Authority(s)'s Complaints Procedure, including but not limited to The Local Authority Social Services and [National Health Service Complaints \(England\) Regulations 2009](#) the [Hospital Complaints Procedure Act 1985](#) (and any subsequent amendment thereof) and NHS England Interim Complaints Policy (<http://www.england.nhs.uk/wp-content/uploads/2013/11/Interim-complaints-policy.pdf>) [or where the Contracting Authority(s) is located within Scotland, [NHS HDL\(2005\)15 – Implementation of New NHS Complaints Procedure: Directions under the National Health Service \(Scotland\) Act 1978](#) and the Hospital Complaints Procedure Act 1985 (and any subsequent amendment thereof); and
 - 9.1.2. the Supplier shall ensure that the Temporary Worker is promptly and fully informed of the complaint relating to them (with the exception of Complaints relating to either fraud under NHS Protect or received via a Confidential Reference). The Supplier will use all reasonable endeavours to ensure that the Temporary Workers take demonstrable action to ensure there is no recurrence of the action complained of; and
 - 9.1.3. the Supplier shall ensure that upon receiving a Confidential Reference from the Contracting Authority(s) (or any person authorised on their behalf), the Temporary Workers shall not be introduced by the Supplier under the Contract (and as appropriate under the Framework Agreement, subject to the nature of the Complaint) until such time that Contracting Authority(s) is satisfied that the actions complained about have been satisfactorily remedied and will not recur.
- 9.2. The Supplier shall enable any evidence of poor performance or malpractice by the Temporary Workers to be reported to their relevant appointed or nominated Responsible Officer and Professional and Regulatory Authority and for subsequently monitoring such Complaints with that person and/or Authority. The Supplier and the Contracting Authority(s) should discuss whether an Alert Notice needs to be issued and the Supplier shall cooperate within any action as reasonably required by the Contracting Authority(s).
 - 9.3. In complying with clause 9.1, the Supplier shall treat the Confidential Reference issued by the Contracting Authority(s) as confidential and shall not disclose the Confidential Reference or any of the information contained within it, to any third party Authority (including for the avoidance of doubt, the Temporary Workers the subject of the Confidential Reference) without the prior written consent of the Contracting Authority(s).
 - 9.4. The Complaints Procedure referred to in clauses 9.1 shall enable the Contracting Authority(s) to make Complaints quickly and simply and shall require the Supplier to investigate and resolve the Complaint in accordance with strict timescales. Subject to any restrictions on the Contracting Authority(s) relating to confidentiality or the Data Protection Act 1998, the Contracting Authority(s) shall cooperate with the Supplier by providing the necessary information surrounding any Complaint made by the Contracting Authority(s) to enable the Complaint to be investigated fully by the Supplier.
 - 9.5. The Supplier shall respond promptly to all Complaints, oversights and omissions and shall immediately make good/resolve any default on its part at its own expense. In doing so, the Supplier shall:
 - 9.5.1 acknowledge the complaint received within three (3) Working Days of its receipt;
 - 9.5.2 use all reasonable endeavours to make good/resolve the complaint, oversight and omission within fifteen (15) Working Days of its receipt,

unless the nature of the complaint requires additional investigation or action by a third-party Authority (for example, the Care Quality Commission, the relevant Professional and Regulatory Authority, HMRC, NHS Protect, the Police, public health bodies and UKBA) in which case, the Complaint shall be made good/resolved as soon as possible thereafter. The Supplier will be responsible for monitoring and following up such Complaints, oversights and omissions with that relevant third-party Authority until an outcome is reached;

- 9.5.3 on reasonable request by the Contracting Authority(s), provide an update to the Contracting Authority(s) regarding the progress made in resolving the complaint, oversight and omission;
 - 9.5.4 notify the Contracting Authority(s) In Writing when the complaint has been resolved and details of the action taken and to prevent its recurrence; and
 - 9.5.5 keep a full written record of the nature of the complaint and details of the action taken to resolve any complaint, oversight and omission reported and to prevent its recurrence.
- 9.6 The Supplier shall operate a system to analyse and identify any patterns of complaints, oversights or omissions involving either the Supplier (and where applicable, an Approved Sub-Contractor utilised in the execution of the Contract) or the Temporary Workers.

Whistle-Blowing Policy

- 9.7 The Supplier shall have a policy which demonstrates its commitment to creating a climate of openness within its organisation by creating a positive environment in which employees and related third parties can raise concerns about wrong doing without fear of reprisal.
- 9.8 The Public Interest Disclosure Act 1998 (the Disclosure Act) states that, in general, workers should be able to make disclosures about wrongdoing to their employer, so that problems can be identified and resolved quickly within organisations. The Disclosure Act gives legal protection to those who make certain types of disclosures.
- 9.8.1 A guide to the Disclosure Act can be found on the Public Concern at Work (whistle-blowing charity) external website at the link below:
<http://www.pcaw.org.uk/guide-to-pida>
- 9.8.2 Suppliers will ensure that the relevant policy is incorporated into their staff handbook.

10. VENDOR MANAGEMENT SYSTEM REQUIREMENTS – MANDATORY REQUIREMENT
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- 10.1 All Vendor Management Systems that the Supplier use to deliver the Services shall:
- 10.1.1 provide access to a centralised self-service, web based portal that can be operated via Microsoft Internet Explorer 6 or above or other similar internet browser as specified by the Contracting Authority(s) in the Call Off Contract;
 - 10.1.2 allow concurrent users to access the full range of Vendor Management System services;
 - 10.1.3 contain a user log-in screen which is password protected to ensure the integrity and security of the System is maintained;

- 10.1.4 maximise the use of standardised and pre-populated data, for example, tick boxes, drop-down menus, pre-populated consecutive Assignment reference numbers etc.;
- 10.1.5 accommodate various accounting codes from the Contracting Authority(s) financial management system, e.g. Oracle or other similar packages used by the Contracting Authority(s) etc.;
- 10.1.6 not use any jargon or technical terminology, only use language easily recognisable by the Contracting Authority(s). Where use of jargon or technical terminology is unavoidable, the Supplier will include easily accessible and clearly identifiable help functions and/or user manuals to enable the Contracting Authority(s) to use the Vendor Management System effectively with minimum support;
- 10.1.7 be supported by online/interactive documentation, manuals and FAQs which may be delivered in the form of tutorials.
- 10.2 The structure of the Vendor Management System or processes implemented by the Supplier in order to deliver the Services must be flexible, Contracting Authority(s) driven and easy to adopt in a public sector environment.
- 10.3 The Supplier must give a minimum of three (3) Months' notice to any Contracting Authority(s) where changes to the Vendor Management System are proposed.
- 10.4 The Supplier shall ensure that a log of Vendor Management System issues, including but not limited to failures and system bugs, is established and maintained and is supported by a proposed programme for resolutions which recognises the need for business continuity, timescales for rectification and escalation to appropriate levels within the Supplier's organisation.
- 10.5 The Supplier must be able to provide by date of Contract award/implementation the following data transfer:
 - 10.5.1 online ordering of Temporary Workers including reasons for selection and rejection
 - 10.5.2 online electronic time sheeting and Contracting Authority(s) Approval thereof;
 - 10.5.3 online electronic consolidated invoicing and/or payment systems;
 - 10.5.4 comprehensive and real-time Management Information reporting in accordance with Framework Schedule 9; and
 - 10.5.5 integration of any or all of the above and the ability to integrate with Contracting Authority(s)'s legacy systems.

Authorised User Access

- 10.6 The Supplier shall offer full training for Contracting Authority(s) free of charge at premises to be agreed between the Supplier and the Contracting Authority(s). The Supplier must offer training via a variety of methods and should be aware that on-going training may be required for additional and/or new users or new Approved Sub-Contractor commence supply of the Services;
- 10.7 The Supplier shall provide twenty four (24) hour Vendor Management System support. If the proposed solution is via telephone, this solution should not be premium rate and calls must be charged at local rate or lower. The proposed vendor management system may include online support outside of typical working hours.

- 10.8 The Supplier confirms that the Vendor Management System will be compliant with the requirements of the Data Protection Act 1998 in accordance with (but not limited to) the following criteria:
- 10.8.1 ensure integrity of data;
 - 10.8.2 have adequate privacy enhancement techniques;
 - 10.8.3 allow archive and deletion of data; and
 - 10.8.4 rejection of duplicate records with meaningful error messages at the point of data entry.
- 10.9 Any planned maintenance shall be undertaken outside of the Contracting Authority(s) normal service hours as specified by the Contracting Authority(s) in the Call Off Contract and be notified to the Contracting Authority(s) at least fourteen (14) Days in advance. The Supplier shall notify the Contracting Authority(s) immediately of any incidents or outages causing or likely to cause a loss of service of the Vendor Management System, either through planned or schedule maintenance or failure of any part of the service.
- 10.10 The Supplier shall ensure that a daily secured backup regime is in place to safeguard against data loss in the event of hardware failure. In the event of such failure, the Supplier shall ensure restoration of the service and shall restore data from backup to take immediate effect.
- 10.11 The Contracting Authority(s) must be able to specify all relevant information for an Assignment including, but not limited to:
- 10.11.1 Start/end date;
 - 10.11.2 Location;
 - 10.11.3 Job type;
 - 10.11.4 Reason for use;
 - 10.11.5 Skill requirements; and
 - 10.11.6 Other parameters as required
- 10.12 The Vendor Management System shall support definitions of standardised job groups, job descriptions and skill sets. The Contracting Authority(s) should define which fields will be mandatory for their organisation; however the Supplier should ensure that there are appropriate existing mandatory fields within the Vendor Management System to capture the data.
- 10.13 The Vendor Management System shall support the entry and display of all relevant Contract data for the Temporary Workers requisitioning, e.g. pricing conditions, delivery conditions, payment terms etc.
- 10.14 Authorised Users must be able to track the status of an Assignment from creation through to approval, invoice receipt and payment. The Contracting Authority(s) should be able to see an overview or 'Dashboard' containing details of any open requests.
- 10.15 All data must be maintained centrally or locally, depending upon access rights granted. The Contracting Authority(s) maintains ownership of this data and will have access to download data in its entirety at any time during the duration of the Contract as well as on expiration of the Contract period.
- 10.16 The Contracting Authority(s) shall be notified In Writing when an individual Temporary Workers Assignment (of longer than four (4) Weeks) is approaching expiry. The Contracting Authority(s) shall be notified In Writing when an individual

Temporary Workers has been on an Assignment approaching eight (8) Weeks (or to a timescale agreed by the Contracting Authority(s) at implementation) in order that the Contracting Authority(s) can review and decide the future of the Assignment prior to the Temporary Workers having been on an Assignment for more than twelve (12) Weeks.

- 10.17 The Vendor Management System shall include processes for the Approval of requests for Temporary Workers, extensions of Assignments and Approval of timesheets. The Contracting Authority(s) may specify parameters for the Vendor Management System, including but not limited to: maximum Assignment durations, blocking of certain categories of Temporary Workers, requirements for post numbers/authorisation for Temporary Workers and any other data which is required by the Contracting Authority(s).
- 10.18 The Vendor Management System shall allow for straightforward management of invoices and timesheets.
- 10.19 The Vendor Management System shall allow for personalisation of content that can be set and modified by the Contracting Authority(s), e.g. inclusion of Contracting Authority(s) logos/colour schemes.
- 10.20 The Vendor Management System must provide Management Information that enables the Contracting Authority(s) to share data with the Authority for benchmarking purposes. Any Management Information should be easily exported into a commonly used format, e.g. MS Office Applications or other similar packages used by the Contracting Authority(s) that can be used to manipulate data.

Cyber Essentials Scheme

- 10.21 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 the technical requirements prescribed by Cyber Essentials. 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 assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:

- 10.21.1 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 most recent 12 months; or
- 10.21.2 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 date agreed with the Authority when Cyber Essentials Data are received by the Supplier; or
- 10.21.3 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 most recent 12 months) that its organisation demonstrates compliance with Cyber Essentials technical requirements.

- 10.22 A Supplier will be exempt from complying with the requirements at clause 10.22 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard, and verified as such and the certification Authority carrying out this verification is approved to issue a Cyber Essentials certificate by one of the Government approved Cyber Essentials accreditation bodies referred to in paragraph 10.21 above.
- 10.23 The Supplier shall throughout the Framework Agreement Period and the Call Off Contract Period renew its Cyber Essentials certificate 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 Contracting Authority(s) as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 10.24 The Supplier shall ensure that its Approved Sub-Contractor utilised in the execution of the Contract comply with the provisions of clause 10.21 – 10.23 where such Approved Sub-Contractors are responsible for receiving Cyber Essentials Data.

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>

11 ADDITIONAL SERVICES – NON MANDATORY SERVICE REQUIREMENTS

- 11.1 Further to the mandatory Service requirements, Contracting Authority(s) may wish to enhance their service offering with some additional Services, which are of a type relating to the mandatory service. Suppliers will be required to submit Contract Charges for the non-mandatory service requirements to the Contracting Authority(s) under a Call Off Contract. Contracting Authority(s) must be utilising the Supplier for mandatory Service requirements under the Call Off Contract to access the non-mandatory Service requirements under the Framework Agreement.
- 11.2 An example of non-mandatory Services the Contracting Authority(s) may require a Supplier to undertake is an international recruitment campaign for Temporary Workers on their behalf. Suppliers must provide the Contracting Authority(s) with evidence that they are an approved Supplier to undertake the requirement. Further information can be found on the NHS Employers website; <http://www.nhsemployers.org/your-workforce/recruit/employer-led-recruitment/international-recruitment/uk-code-of-practice-for-international-recruitment/recruitment-agency-list>. The Supplier shall respond to all reasonable

requests by the Contracting Authority(s) to provide any relevant information required to demonstrate its on-going adherence to the code of practice.

LIST OF APPENDICIES

APPENDIX A: PERSON SPECIFICATIONS

APPENDIX B: TEMPORARY WORKERS ASSIGNMENT CHECKLIST

APPENDIX C – END OF ASSIGNMENT ASSESSMENT REPORT

APPENDIX D – EMPLOYER’S REFERENCE REQUEST FORM

APPENDIX E: CERTIFICATE OF FITNESS FOR ASSIGNMENT

APPENDIX A: PERSON SPECIFICATIONS

1. A wide range of Health and Social Care Disciplines are required under RM3711 Multidisciplinary Temporary Healthcare Personnel Framework Agreement and the Supplier must be able to source, introduce, supply and manage the effective provision of all, or any, Temporary Workers as required by the Contracting Authority(s) across the Contracting Authority(s)'s organisation.
2. The embedded documents below describe the spectrum of the health and social care specialties included under the Framework Agreement, but Suppliers (and where applicable, an Approved Sub-Contractor utilised in the execution of the Contract) should note that the roles and specialities contained within the embedded documents are not exhaustive and other health and social care roles and specialities may also be required by the Contracting Authority(s). The embedded documents provided below may therefore be revised to include additional health and social care specialties added during the duration of the Framework Agreement and/or the Contract. Where there is any discrepancy, the precise health and social care sub-specialty requirements shall be clarified by the Contracting Authority(s).

3a) Doctors, Consultants, Dentists and General Practitioners (GPs),



**Doctors Consultants
Dentists and GPs**

3b) Nursing and Midwifery Personnel and Personal Social Services Personnel



**Nursing Midwifery
Personnel and Persor**

3c) Allied Health Professionals (AHP), Health Science Services (HSS) and Emergency Services (ES) Personnel



**Allied Health
Professionals (AHP) P**

3. Detailed person specifications will either be confirmed In Writing at the point where the Contracting Authority(s) enter into a Call Off Contract in accordance with Framework Agreement Schedule 5 (Ordering Procedure).
4. The Supplier shall be familiar with the full range of health and social care specialties as published by relevant regulatory and professional bodies and/or Faculties:

Organisation name	Website address
General Medical Council	http://www.gmc-uk.org/
Modernising Medical Careers	http://specialtytraining.hee.nhs.uk/
NHS Careers	http://www.nhscareers.nhs.uk/
College of Emergency Medicine	http://www.collemergencymed.ac.uk/
Royal College of Anaesthetists	http://www.rcoa.ac.uk
Royal College of General Practitioners	http://www.rcgp.org.uk/
Royal Society of Medicine	http://www.rsm.ac.uk
Royal College of Obstetricians and Gynaecologists	http://www.rcog.org.uk/
Faculty of Occupational Medicine	http://www.fom.ac.uk
Royal College of Ophthalmologists	http://www.rcophth.ac.uk/
Royal College of Paediatrics and Child Health	http://www.rcpch.ac.uk/
Royal College of Pathologists	http://www.rcpath.org/
Royal College of Physicians (Edinburgh)	http://www.rcpe.ac.uk/
Royal College of Physicians (London)	http://www.rcplondon.ac.uk/
Royal College of Physicians and Surgeons of Glasgow	http://www.rcpsg.ac.uk/
Royal College of Psychiatrists	http://www.rcpsych.ac.uk/
Faculty of Public Health	http://www.fph.org.uk/
Royal College of Radiologists	http://www.rcr.ac.uk/
Faculty of Sport and Exercise Medicine	http://www.fsem.co.uk/
Royal College of Surgeons of Edinburgh	http://www.rcsed.ac.uk/
Royal College of Surgeons of England	http://www.rcseng.ac.uk/
Nursing and Midwifery Council	http://www.nmc-uk.org/
Royal College of Nursing	www.rcn.org.uk
Royal College of Midwives	www.rcm.org.uk
College of Operating Department Practitioners	www.codp.org.uk
General Dental Council	www.gdc-uk.org
Health and Care Professions Council	www.hpc-uk.org
General Optical Council	www.optical.org
General Pharmaceutical Council	www.pharmacyregulation.org

5. The Supplier (and where applicable, an Approved Sub-Contractor utilised in the execution of the Contract) shall note that the above list is not exhaustive and other relevant Faculties thereof outside of this list may also be required, therefore the list may be revised to include additional job descriptions and person specifications added throughout the duration of the Framework Agreement Call Off Contract.

APPENDIX B: TEMPORARY WORKERS ASSIGNMENT CHECKLIST

- 1 the Supplier shall, in accordance with clauses 6.28.13., and 6.49:
 - 1.1. provide the Contracting Authority(s) with a fully completed “Temporary Workers Assignment Checklist” as amended, supplemented or replaced and substantially set out in the form below or any alternate Good Industry Practice form agreed in writing between the Supplier and the Contracting Authority(s);
 - 1.2. retain the Temporary Workers Assignment Checklist supplied to the Contracting Authority(s) as part of the Order records for audit and inspection of the same.
2. An example form is provided below.

Temporary Workers Assignment checklist

Contracting Authority(s) name (location)		Contracting Authority(s) Order No. (if provided)	000000000000		
Reason for Booking (if provided)					
AfC Job Title	e.g. Nurse	AfC band	e.g. 5	EPP duties?	Yes / No / N/A
Grade	e.g. StR Upper	Specialty	e.g. Surgical		
Assignment date from	DD/MM/YYYY	Assignment date to	DD/MM/YYYY		
Proposed working pattern	Shift times	Total number of hours booked			000
		On call provision			Yes / No

Hourly rate of pay (£)	£00.00	PAYE / Ltd. Co.	PAYE / Ltd. Co.	Total hourly charge rate (£) excl. VAT	£00.00
Agency fee (£ per hour)	£00.00	Neutral Vendor Fee (£ per hour) (where applicable)	£00.00	VAT (£) (where applicable)	£00.00
Travel and/or Other disbursements	As agreed with the Contracting Authority				
Accommodation required	As agreed with the Contracting Authority				

Temporary Workers full name	John Doe Smith		Full continuous employment history / CV attached	Yes / No
Previously worked at the Contracting Authority as above?	Yes / No	Date last worked	DD/MM/YYYY	
Available for full Assignment period?	Yes / No* (*see below)	Recent photograph attached	Yes / No	
Verified ID	United Kingdom Passport		Attached	Yes / No
Nationality and Immigration status (Right to Work in UK)	Not applicable (as above)		Attached	Yes / No

Relevant Professional and Regularly Authority registration (as appropriate)	Full
Relevant Professional and Regularly Authority registration number (as appropriate)	0000000
Relevant Professional and Regularly Authority registration last checked (as appropriate)	DD/MM/YYYY
Relevant Professional and Regularly Authority registration expiry date (as appropriate)	DD/MM/YYYY

DBS certificate no.	000000000000	DBS certificate type	Standard / Enhanced/Enhanced with Barred List Check	
DBS name of employer	Name of employer that obtained DBS Certificate		Date DBS issued	DD/MM/YY YY
DBS Update Service Status Check Date		DBS Update Service Status Check Date Attached	Yes / No	

Certificate of Fitness for Assignment issued by	Name of OH Service Provider	EPP Cleared	Yes / No	Date issued	DD/MM/YYYY
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Competent in oral and written English	Yes / No	Two references attached	Yes / No	Alert notification?	Subject / Not subject
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Life support training (as appropriate)	BLS or ALS or ATLS or APLS etc	Expiry Date	DD/MM/YYYY	All other mandatory training held & in date	Yes / No
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Date of last appraisal (as appropriate)	DD/MM/YYYY	RO name?	Dr John Doe	Date of revalidation (as appropriate)	DD/MM/YYYY
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Other information as required by the Contracting Authority(s)	Including, but not limited to further information regarding: <ul style="list-style-type: none"> any of the above; and/or Revalidation related issues, e.g. due date for future/follow up if in remedial action; and/or whether the named Temporary Worker has already accrued, or will accrue rights, under Agency Worker Regulations during this Assignment etc.
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The above named Temporary Workers has been submitted by the Supplier for consideration in the provision of the Services: (i) in response to a valid Order from the Authorised Officer of the Contracting Authority(s); (ii) has undergone all of the relevant Safeguarding and Employment checks as required by the Framework Agreement to ensure their compliance prior to Introduction; and (iii) the Contract Charges shall be charged in accordance with Framework Agreement Schedule 3 (*Charging Structure*).

Name		Position	
Signature		Date	DD/MM/YYYY

All fields on this Temporary Workers Assignment Checklist are mandatory.

APPENDIX C: END OF ASSIGNMENT ASSESSMENT REPORT

1. The Supplier shall, in accordance with clauses 6.61 – 6.62:
 - 1.1. obtain from the Contracting Authority(s) a completed “End of Assignment Assessment Report” as amended, supplemented or replaced and substantially set out in the form below or any alternate Good Industry Practice form agreed in writing between the Supplier (and the Supplier an Approved Sub-Contractor utilised in the execution of the Contract undertakes) and the Contracting Authority(s);
 - 1.2. retain the Temporary Workers end of Assignment assessment report supplied by the Contracting Authority(s) as part of the order records for audit and inspection.
2. An example form is provided below.

Assignments of less than one (1) week

Date

To: Named Supplier's Staff

Contracting Authority(s) reference no. (if provided)			
Re:	Temporary Workers full name		
Relevant Professional or Regulatory Authority registration no.		0000000	
Position supplied:			
Assignment Date: From	DD/MM/YYYY	Assignment Date: To	DD/MM/YYYY
The identified Temporary Workers performance on this Assignment has been:			
Excellent	Good	Satisfactory	Unsatisfactory
In the event of unsatisfactory work by the identified Temporary Workers, please complete the full standardised end of Assignment assessment report			
The identified Temporary Worker's overall conduct / behaviour was :			
Excellent	Good	Satisfactory	Unsatisfactory
Please describe any issues or concerns			
Would you Engage the identified Temporary Workers on an Assignment in the future?			
Yes		No	
Comments?			
Does this identified Temporary Workers have any training needs that you have identified?			

Name of Contracting Authority(s)'s reporting officer

Name	
Position	
Organisation'	

s name			
Contact details	Email/phone		
Signature		Date	DD/MM/YYYY

Statement by Temporary Workers

I have seen the above End of Assignment assessment report and I agree/disagree* with its contents. I have also seen the Guidance Notes on the completion of the End of Assignment assessment report.

Name		Position	
Signature		Date	DD/MM/YYYY

** Please delete as appropriate*

Assignments of more than one (1) week

Date

To: Named Supplier's Staff

Contracting Authority(s) reference no. (if provided)			
Re:	Temporary Workers full name		
Relevant Professional or Regulatory Authority registration no.		0000000	
Position supplied:			
Assignment Date: From	DD/MM/YYYY	Assignment Date: To	DD/MM/YYYY
The identified Temporary Workers performance on this Assignment has been:			
Excellent	Good	Satisfactory	Unsatisfactory
In the event of unsatisfactory work by the identified Temporary Workers, please complete the full standardised end of Assignment assessment report			
The identified Temporary Worker's overall conduct / behaviour was :			
Excellent	Good	Satisfactory	Unsatisfactory
Please describe any issues or concerns			
Would you Engage the identified Temporary Workers on an Assignment in the future?			
Yes		No	
Comments?			
Does this identified Temporary Workers have any training needs that you have identified?			

Additional Information (please tick appropriate boxes)

The identified Temporary Workers performance on this Assignment has been:				
<i>Please tick the appropriate boxes</i>	Above Average	Average	Below Average	Unacceptable

Clinical skills – (Clinical Assignments only)				
Clinical				
Record taking				
Judgement and Patient management				
Practical skills				
GMC Good medical practice framework – (GMC registered Temporary Workers only)				
GMC Good medical practice framework domain 1: Knowledge skills and performance				
GMC Good medical practice framework domain 2: Safety and quality				
GMC Good medical practice framework domain 3: Communications partnership and teamwork				
GMC Good medical practice framework domain 4: Maintaining trust				
Knowledge				
Job Role				
Attitudes				
Reliability				
Leadership and initiative				
Administration				
Time keeping				
Relationships with colleagues				
Relationships with patient				
Relationships with other staff				
Communication skills				
Personal qualities				
Appearance				
Integrity				
Manners				

Name of Contracting Authority(s)'s reporting officer

Name			
Position			
Organisation's name			
Contact details	Email/phone		
Signature		Date	DD/MM/YYYY

Statement by Temporary Workers

I have seen the above End of Assignment assessment report and I agree/disagree* with its contents. I have also seen the Guidance Notes on the completion of the End of Assignment assessment report.

Name		Position	
Signature		Date	DD/MM/YYYY

** Please delete as appropriate*

Notes of completion of the End of Assignment Assessment report

Tick only one box in each row of the report. These guidelines may help in assessing the performance of the Temporary Workers. To be graded average or above average the Temporary Workers performance must be consistent with that of substantive appointments at that grade. Reports showing serious shortcomings in the Temporary Workers performance should be copied to the relevant Professional and Regulatory Authority.

	Above Average	Average	Below Average	Unacceptable
Clinical skills – (Clinical Assignments only)				
Clinical	Comprehensive and up to date and excellent application. Widely read	Satisfactory knowledge for dealing with common disorders. May fail to “spot the rarity” but learns from experience.	Lacks appropriate knowledge or ability to apply it. May fail to learn from experience.	Lacks basic and/or essential knowledge. Unable to learn from experience.
Record taking	Precise, perceptive, comprehensive, well documented	Usually complete, orderly and systematic	Often incomplete / inaccurate and/or poorly recorded	Frequently incomplete, inaccurate and poorly recorded
Judgement and Patient management	Excellent clinician who is aware of his/her limits. Excellent ward and/or outpatients management	Reliable and conscientious. Complete under pressure. Seeks advice appropriately. Good awareness of complications	Sometimes unreliable and uninterested. May fail to grasp significance of findings or take appropriate action. May under or over react to emergencies. May fail to notice complications and/or act appropriately. May fail to recognise limitations and to seek advice when needed.	Often unreliable and uninterested. Fails to grasp significance of findings or take appropriate action. Often under or over reacts to emergencies. Fails to notice complications and/or act appropriately. Fails to recognise limitations and seek advice when needed.
Practical skills	Shows outstanding practical ability.	Competent.	Clumsy or rough. Can have difficulty in even the simplest	Clumsy and rough. Often has difficulty in even the simplest

			procedures.	procedures.
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	Above Average	Average	Below Average	Unacceptable
Knowledge				
Job Role	Comprehensive and up to date knowledge and understanding of the job role Widely read,	Adequate and up to date fund of knowledge. Relates this satisfactorily to patient care./service user support	Reasonable though perhaps dated knowledge. Not always applied appropriately.	Uninterested. Does not read the literature. Fails to apply basic knowledge to problems.
Attitudes				
Reliability	Highly dependable and conscientious.	Dependable. Does not need reminding. Conscientious in patient care,	Occasionally unreliable. Forgets to do things (possibly to the detriment of patients/service user).	Frequently unreliable. Likely to fail to do things (possibly to the detriment of patients/service user).
Leadership and initiative	Excellent team leader with great ability to motivate others. Shows initiative, Always takes responsibility.	Competent but lacks inspiration. Gives clear instructions. Usually shows initiative and takes responsibility.	Needs pushing and may fail to show initiative.	Very limited. Gives confusing instructions. No initiative.
Administration	Well prepared and organised. Adapts to the Contracting Authority(s)'s management policies.	Well prepared and organised. Conscientious. Can be left confidently to deal with routine work.	Often behind of neglects routine admin.	Cannot be bothered or slapdash.
Time keeping	Punctual and reliable. Will always contact the unit to warn of a problem.	Usually on time. Usually contacts the unit to warn of a problem.	Often late to the unit and to clinics. May not warn of a problem.	Frequently late to the location. Often fails to warn of a problem.
Relationships with colleagues	Willing to accommodate the working methods of the team. Able to defuse problems in the team. An excellent colleague who fits in well.	Good rapport, Trusted. Easy to work with. Able to fit in with existing team.	Fails to fit in with seniors, peers or juniors.	Uninterested. Does not try to fit in with colleagues and may even undermine them.
Relationships	Inspires	Sound,	Does not put	Does not mean

with patient/service users	confidence. Establishes excellent rapport. Patients/service users delighted to be looked after/supported by him/her.	caring/supportive attitude. Can allay patient/service user fears. Takes time. Trusted by the patient./service user	people at their ease. Lacks empathy,	well. Rude. Patients/service user do not want him/her present Increases patient/service user anxieties.
	Above Average	Average	Below Average	Unacceptable
Relationships with other staff	Inspires loyalty and enthusiasm.	Sound and professional yet approachable. Treats others with respect and is respected in return.	Careless of others. May generate rather than solve problems.	Rude and arrogant. Likely to cause problems.
Communication skills	Excellent communicator. Easily establishes rapport with patients/service user. Encouraged and enhances mutual understanding,	Good communication skills. Listens well and explains well, in appropriate language. Gives clear instructions.	Poor command of local language. Inarticulate and confusing; easily misunderstood. Does not listen or understand. Confuses patients/service user with unnecessary technical terms.	Very poor command of local language. Unintelligible, inarticulate. Minimal explanatory skills. Can appear indifference and/or patronising.
Personal qualities				
Appearance	Smart, appropriately dressed. Good personal hygiene.	Tidy, appropriate dress. Normal personal hygiene.	Untidy inappropriate of dress.	Often scruffy. Generally poor personal hygiene.
Integrity	Excellent.	Good.	Just acceptable.	Suspect honesty or morals.
Manners	Always considerate and polite.	Generally good. Considerate.	Thoughtless, sometimes rude.	Rude and/or arrogant,

APPENDIX D: EMPLOYER'S REFERENCE REQUEST FORM

1. In accordance with clauses 5.10.2, 5.12.4 and 6.18.9 of Annex A to Part A Framework Agreement Schedule 2 (Service Specification) the Supplier shall:
 - 1.1. ensure that all employer references obtained are substantially in the form as amended, supplemented or replaced set out below or other Good Industry Practice standardised form for employer references that satisfies the requirements described and helps identify relevant information and minimises the effort involved to prompt a quick response from the identified named referee; and
 - 1.2. where applicable, the Supplier shall retain as part of the Temporary Workers' Personal Records.

RM3711 – Multidisciplinary Temporary Healthcare Personnel Framework Agreement

Employer's Reference Request Form

Supplier name (or logo)
Address
Address
Telephone
Email
Website

Referee's Business

Date

To: Named Supplier's Staff (and where applicable, an Approved Sub-Contractors staff utilised in the execution of the Contract)

Applicant name	Temporary Workers full name (forenames and surname), as listed in the Professional and Regulatory Authority's professional register, as appropriate, eg John Doe Smith
Professional and Regulatory Authority's professional registration number, as appropriate	Registration number eg GMC, GDC, NMC, HCPC etc
Details of the role performed	StR Upper in General Medicine

Your name has been provided by the named applicant above who has applied to <insert full Supplier's name> to be introduced for hire on Assignments in the position identified above under the Crown Commercial Service RM3711 - Multidisciplinary Temporary Healthcare Personnel Framework Agreement.

We would be grateful if you would reply to the following questions regarding this applicant and provide in confidence any information which you are able to/aware regarding his/her character and suitability to the perform the role and associated duties of the position applied for.

Please provide the following information regarding the applicant named above:

1. How long did the named applicant work for/with you or under your supervision and in what capacity, i.e. clinical position/grade and specialty?

From		To	
Capacity			

2. Please state the nature and depth of your acquaintance to the named applicant?

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3. Do you believe the named applicant to be honest, conscientious and discreet? If no, please provide further details below. *Please tick the appropriate box.*

Yes		No	
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4. General performance of the named applicant:

Please ✓ as appropriate, providing additional comments in support of the statements made	Unable to comment	Unsatisfactory	Borderline	Satisfactory	Good	Excellent
Clinical skills demonstrated in line with the requirements of the position						
Relationships with patients, other healthcare workers and the public						
Timekeeping and management of workload						
Patient records and other records management						
Reliability						
Communication skills						
Supervisory skills						
Organisational ability						
Sickness/absence record						
Additional comments in support of the statements made						

5. Do you know of any factors concerning the named applicant which might cause his/her fitness for employment or reasons why the named applicant should not work in a clinical environment? If yes, please provide details below. *Please tick the appropriate box.*

Yes		No	

6. Are you aware of any criminal Conviction(s) relating to the named applicant? If yes, please provide details below. *Please tick the appropriate box.*

Yes		No	

--

7. Have you had any reasons to instigate disciplinary action against the named applicant? If yes, please provide details below. *Please tick the appropriate box.*

Yes		No	

8. Has the named applicant been or is currently the subject of any fitness to practice proceedings by an appropriate licensing or regulatory Authority in the United Kingdom or any other country? If yes, please provide details below. *Please tick the appropriate box.*

Yes		No	

9. Do you consider the named applicant suitable for the position identified above? If no, please provide further details below. *Please tick the appropriate box.*

Yes		No	

10. Would you re-employ the named applicant? If no, please provide further details below. *Please tick the appropriate box.*

Yes		No	

11. Please provide any further information which is relevant to above named applicant's application to be supplied as a temporary in the position identified above?

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In order to protect the public, the post for which the application is being made is subject to the Rehabilitation of Offenders Act 1974 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013, S.I. 2013/1198. It is not therefore in any way contrary to the Act to reveal any information you may have concerning Convictions which would otherwise be considered as 'spent' in relation to this application and which you consider relevant to the applicant's suitability for employment. Any such information will be kept in strictest confidence and used only in consideration of the suitability of this applicant for a position where such an exemption is appropriate.

Employer Reference Request completed by:

Referee name	Name of Identified Referee		Title/role	Consultant in General Medicine
Signature			Professional and Regulatory Authority's professional registration number, as appropriate	0000000
Tel. no		Email		
Organisation name				
Organisation address				
Date	DD/MM/YYYY			

APPENDIX E: CERTIFICATE OF FITNESS FOR ASSIGNMENT

1. In accordance with clauses 5.12.6, 5.17, 5.20.8 and 5.22 of Annex A to part A Framework Agreement Schedule (Service Specification) the Supplier shall:
 - 1.1. ensure that its occupational health service provider issues the Supplier with a Certificate of Fitness for Assignment substantially in the form outlined below (as may be amended from time to time during the duration of the Framework Agreement) or any other alternate Good Industry Practice form which satisfies the requirements described and has been agreed in writing between the Supplier (and the Supplier an Approved Sub-Contractor utilised in the execution of the Contract undertakes) and the Contracting Authority(s).
2. The Supplier shall retain the Certificate of Fitness for Assignment supplied to the Contracting Authority(s) as part of the Order records for audit and inspection of the same.

RM3711 – Multidisciplinary Temporary Healthcare Personnel Framework Agreement

Certificate of Fitness for Assignment

Occupational Health Service Provider name (or logo)

Address

Telephone number

Email address

Website address

Confidential

Date

To: Named Supplier's Staff (or where applicable, Sub-Contractor's Staff)

Re:	Temporary Workers full name (forename and surname)
Date of Birth	DD/MM/YYYY
Relevant Prof. or Reg. Authority no.	0000000
Post applied for	Consultant in Surgical

The above named Temporary Workers has undergone comprehensive occupational health screening/assessment for the above post in accordance with latest Department of Health guidelines regarding healthcare workers and health clearance/immunisation against infectious diseases and is hereby certified as being:

☐ fit for Assignment in the post applied for and cleared to perform non-EPP Assignments Yes / No / N/A

(*delete as appropriate)

☐ fit for Assignment in the post applied for and cleared to perform EPP Assignments Yes / No / N/A

(*delete as appropriate)

Record of comprehensive health screening/assessment undertaken

Please outline the comprehensive health screening/assessment undertaken by providing a list of the health screening/immunisation against infectious diseases checks conducted, which confirms immunity against identified said/listed diseases and where definitive immunity has not been confirmed, please provide a general outline of the process followed and advice offered to the Temporary Workers and prospective employer.

☐ fit for Assignment for the post applied for, with the following restrictions taking into account the requirements of the Disability Discrimination Act 1995:

--

[] not fit for Assignment for the post applied for.

[] the above named Temporary Workers should contact the occupational health service.

The above named Temporary Work-Seekers occupational health screening/assessment next review date is: DD/MM/YYYY

If you require further information or advice, please contact the occupational health service. This Certificate of Fitness for Assignment is to be kept safe and secure. It has been provided by:

Name		Signature	
Position		Date	DD/MM/YYYY
Qualification		NMC/GMC no.	

All fields on this Certificate of Fitness for Assignment are mandatory. This Certificate is only valid if all relevant fields have been fully completed.

FRAMEWORK AGREEMENT SCHEDULE 2 (SERVICES) ANNEX A DEFINITIONS

GENERAL PROVISIONS

IN THIS FRAMEWORK AGREEMENT ANNEX A TO PART A FRAMEWORK AGREEMENT SCHEDULE 2 (SERVICE SPECIFICATION) FOR THE PROVISION OF TEMPORARY WORKERS THE FOLLOWING PROVISIONS SHALL HAVE THE MEANINGS GIVEN TO THEM BELOW:

“Affiliates” means in relation to a Authority corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control of that Authority corporate from time to time;

“Agency Fee” means the fee charged by the Supplier (in £/pence) for the provision of the Services to the Contracting Authority(s) under the Call Off Contract. For the avoidance of doubt, this Agency Fee is in all respects for the administrative services associated with the recruitment, ongoing management and supply of the Temporary Workers to the Contracting Authority(s) for Temporary Workers Assignments;

“Alert notice” means a notice issued by, or on behalf, of a Contracting Authority(s) which states that a named person (Temporary Workers) poses a significant risk of harm to patients, staff or the public and may seek work with Contracting Authority(s);

“Allied Health Professionals (AHP), Health Science Services (HSS) and Emergency Services (ES) Personnel” means the personnel listed at Framework Agreement Schedule 2 (Services) Annex A - Appendix A Person Speciation

“Appraiser” normally means a suitable person with knowledge of the context in which the Temporary Workers works. This is particularly important for Temporary Workers introduced to the Contracting Authority(s) for Assignments. However, for some Temporary Workers it may be more appropriate for the Appraiser to be from a non-medical background, for example, Temporary Workers in senior management positions that do no clinical work whilst on the Assignment. The appraiser should therefore be:

- i. the most appropriate appraiser for the Temporary Workers taking into account their full scope of work whilst on the Assignment; and
- ii. understand the professional obligations placed on the Temporary Workers by the relevant Professional and Regulatory Authority; and
- iii. understand the importance of appraisal for the Temporary Workers professional development; and
- iv. have suitable skills and training.

“Approval” means the prior written consent of the Contracting Authority(s) and/or the Authority and **“Approve”** and **“Approved”** shall be construed accordingly;

“Assignment” means the period during which the Temporary Workers is engaged by the Contracting Authority(s) to provide services

“Authorised User” means the person at the Contracting Authority(s)’s organisation who can use the Vendor Management System;

“AWR” means the Agency Worker Regulations 2010 (and any subsequent amendment or re-enactment thereof);

“Calendar Week” means any period of seven (7) Days starting with the same day as the first day of the Assignment and **“Calendar Weeks”** shall be construed accordingly;

“Comparator” has the same meaning as it is given in Regulation 5 of the AWR;

“Comparator Information” has the same meaning as it is given in Regulation 6 of the AWR;

“Complaints Procedure” means the Complaints Procedure adopted by the Contracting Authority(s);

“Conduct Regulations” means the Conduct of Employment Businesses Regulations 2003 [or where the Contracting Authority(s) is located within Northern Ireland, the Conduct of Employment Businesses Regulations (Northern Ireland 2005)] (and any subsequent amendment or re-enactment thereof);

“Confidential Reference” means a written reference regarding the performance of services by a Temporary Workers supplied on an Assignment;

“Contract Charges” means the prices (exclusive of any applicable VAT) payable to the Supplier by the Contracting Authority(s) under the Contract, as set out in the relevant Part 1A Order Form (Relationship Agreement) and Part 2A Order Form (Booking Form), for the full and proper performance by the Supplier of its obligations under the Contract less any Service Credits;

“Conviction” means other than for minor road traffic offences, any previous or pending prosecutions, Convictions, cautions and binding-over orders (including any spent Convictions as contemplated by Section 1(1) of the Rehabilitation of Offenders Act 1974 (and any subsequent amendment or re-enactment thereof) by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1976 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to Section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006);

“Dashboard” means the system interface a Contracting Authority is able to view which provides a summary of the information required as detailed in the Contract;

“Day One Rights” means rights starting from the first day of the Temporary Workers Assignment;

“DBS” means Disclosure and Barring Service (previously Criminal records Bureau) (see <https://www.gov.uk/government/organisations/disclosure-and-barring-service>) (England and Wales) or Access Northern Ireland (see <http://www.dojni.gov.uk/index/accessni.htm>) (Northern Ireland) or Disclosure Scotland (see <http://www.disclosurescotland.co.uk>) (Scotland);

“Doctors, Consultants, Dentists and General Practitioners (GPs)” means the personnel listed at Framework Agreement Schedule 2 (Services) Annex A - Appendix A Person Speciation;

“Employment Agency” shall have the same meaning as set out in Conduct Regulations. Suppliers or Approved Sub-Contractors who are operating as an

Employment Agency will introduce Work-Seekers for direct employment by the Contracting Authority on a temporary fixed term basis under this Framework Agreement;

“Employment Business” shall have the same meaning as set out in Conduct Regulations. Suppliers or Approved Sub-Contractor who are operating as an Employment Business will engage Work-Seekers and supply them to the Contracting Authority(s) on Temporary Assignments where they will be under the Contracting Authority(s)’s direct supervision or control;

“EPP” means Exposure Prone Procedures; those invasive procedures where there is a risk that injury to the Temporary Workers may result in the exposure of the patient’s open tissues to the blood of the Temporary Workers (‘bleed back’) and a potential risk of transfer of a blood borne viral infection from an infected Temporary Workers to the patient;

“Fixed Term Assignment” means an Assignment where the Work-Seeker is being employed by, and directly paid by, the Contracting Authority;

“Framework Agreement” means the multiple Supplier Framework Agreement established by the Authority in accordance with Regulation 33 of the Regulations (and any subsequent amendment or re-enactment thereof);

“Fulfilment of a request” means the Introduction of a suitable Temporary Workers, who has been Engaged by the hiring manager within the Urgency of Assignment request timeframe as set out in clause 6.2 or as otherwise Approved In Writing by the Authority or as otherwise specified in the Call Off Contract;

“GDC” means the General Dental Council, a relevant Professional and Regulatory Authority (see www.gdc-uk.org/);

“GMC” means the General Medical Council, a relevant Professional and Regulatory Authority (see <http://www.gmc-uk.org/>);

“Good Medical Practice” sets out the principles and values on which good medical practices is founded and describes what is expected of all Medical practitioners registered with the GMC (http://www.gmc-uk.org/guidance/good_medical_practice.asp);

“GPs” means a Medical practitioner providing General Medical Services or Personal Medical Services under the National Health Service Act 2006 (and any subsequent amendment or re-enactment thereof) (whether operating in partnership with others or not);

“Health and Social Care Disciplines” means Doctors, Consultants, Dentists and General Practitioners (GPs); Allied Health Professionals (AHP), Health Science Services (HSS) and Emergency Services (ES) Personnel; Nursing and Midwifery Personnel and Personal Social Services Personnel.

“Health Assurance Inspection” means a process conducted by the Authority, either at the Supplier’s premises or remotely, to assess compliance with Section 5 of Annex A to Part A Framework Schedule 2 (Services and Key Performance Indicators), accuracy of Management Information submissions, Supplier internal policy and procedures and insurance requirements;

“Hourly rate of pay” means the agreed hourly rate of pay (exclusive of any ENIC and WTR element) payable directly to the Temporary Workers supplied on Assignment to a Contracting Authority(s) under an Call Off Contract as set out in Framework Agreement Schedule 3 (Framework Prices and Charging Structure);

“IELTS” means International English Language Testing system, as administered by the British Council or IDP Education Australia, which measures the ability of an individual to communicate in English across all four language skills – listening, reading, speaking and writing – where English is the language of communication;

“In Writing” shall be interpreted to include any document which is recorded in manuscript, typescript, and electronic communication as defined in Section 15 of the Electronic Communications Act 2000 (and any subsequent amendment or re-enactment thereof) but excluding mobile telephone text messages;

“Introduction Fee” means, in the case of a Fixed Term Assignment, the fee payable by the Contracting Authority(s) to the Supplier for an introduction resulting in employment;

“IR35 legislation” means Chapter 8 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;

“Lot” means one of the sections into which the Framework Agreement is divided up in order to address the various requirements, each section being known as a Lot;

“Managed Service” means where a single Supplier is required to be solely responsible for sourcing and supplying (or managing the supply of) any, or all, of the Contracting Authority’s requirements for Temporary Workers as opposed to the Contracting Authority(s) managing multiple Suppliers to meet any, or all, of their needs;

“Master Vendor Managed Service” means a Managed Service where the Supplier sources some or all of a Contracting Authority’s requirements for Temporary Workers from its own Resource Pool and where necessary, or directed to by the Contracting Authority, sources the remainder of the Contracting Authority’s requirements for Temporary Workers from a Supply Chain;

“Medical practitioner” means a fully registered person within the meaning of the Medical Act 1983 (and any subsequent amendment or re-enactment thereof), who holds a licence to practise under that Act;

“Neutral Vendor Managed Service” means a Managed Service where the Supplier sources all of a Contracting Authority’s requirements for Temporary Workers from a Supply Chain.

“NHS Authority” means any or all of:

- (a) the Secretary of State for Health, the Department of Health and all agencies thereof (England and Wales); or the Minister of the Department of Health, Social Services and Public Safety, the Department of Health, Social Services and Public Safety and all agencies thereof (Northern Ireland); or the Cabinet Secretary for Health and Wellbeing, the Scottish Government Health Department and all agencies thereof (Scotland) or the Minister for Health and Social Services, the Department for Health and Social Services and all agencies thereof (Wales);

- (b) the health service bodies referred to in Section 9 (4) of the National Health Service Act 2006; any care trust as defined in Section 77 of the National Health Service Act 2006 and any NHS foundation trust listed in the register of NHS foundation trusts maintained pursuant to Section 39 of the National Health Service Act 2006;
- (c) the Clinical Commissioning Groups referred to in Section 10 of Part 1 of the Health and Social Care Act 2012; any GP practices and GPs;
- (d) the Medical Research Council;
- (e) any Authority replacing or providing similar or equivalent services to the above; and
- (f) any statutory successor to any of the above,

and “**NHS Bodies**” shall be construed accordingly;

“**NHS Employers**” means NHS Employers (see <http://www.nhsemployers.org>);

“**NHS Protect**” means [NHS Protect](#) (where the Contracting Authority(s) is located with England and Wales) which on behalf of Contracting Bodies within the health sector leads on work to identify and tackle crime across the health service [or [Counter Fraud and Probity Services](#) (where the Contracting Authority(s) is located within Northern Ireland) [or [NHS Scotland Counter Fraud Services](#) (where the Contracting Authority(s) is located within Scotland)] and any organisation replacing or providing similar or equivalent services;

“**Nursing and Midwifery Personnel**” means the personnel listed at Framework Agreement Schedule 2 (Services) Annex A - Appendix A Person Speciation

“**PAYE**” means Pay As You Earn;

“**Period of Extended Hire**” means the Contracting Authority(s)’s option to continue to hire the Temporary Workers for the relevant period specified under paragraph clause 7.11 as an alternative to paying a Transfer Fee;

“**Personal Social Services Personnel**” means the personnel listed at Framework Agreement Schedule 2 (Services) Annex A - Appendix A Person Speciation;

“**PPE**” means Personal Protective Equipment;

“**Professional and Regulatory Authority**” means those Government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of the Contracting Authority(s) and/or covers the profession of the Temporary Workers provided by the Supplier to the Contracting Authority(s) and have responsibilities for:

- a) establishing the standards of competence, conduct, ethics and training for the profession;
- b) keeping a register of all the professionals that meet these standards; and
- c) dealing with the professionals that fall short of these standards, e.g. by placing conditions on their registration or erasing them from the register; or

d) replacing or providing similar or equivalent services to the above;

and **“Professional and Regulatory Bodies”** shall be construed accordingly;

“Qualifying Period” has the same meaning as it is given in Regulation 7 of the AWR;

“Regulations” means the Public Contracts Regulations 2015

“Regulated Activities” has the same meaning as defined in the Safeguarding Vulnerable Groups Act 2006 (and any subsequent amendment or re-enactment thereof);

“Relevant Period” means whichever of the following periods ends later, namely:

- (a) the period of eight (8) Weeks commencing on the day after the last day on which the Temporary Workers worked for the Contracting Authority(s) having been supplied by the Supplier (acting as an Employment Business) on the Assignment; or
- (b) the period of fourteen (14) Weeks commencing on the first day on which the Temporary Workers worked for the Contracting Authority(s) having been supplied by the Supplier (acting as an Employment Business) or fourteen (14) Weeks from the first day of the most recent Assignment on which the Temporary Workers worked for the Contracting Authority(s) having been supplied by the Supplier (acting as an Employment Business) where there has been a break of more than forty-two (42) Days since any previous Assignment with the Contracting Authority(s);

“Remuneration” includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefits of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Workers for services provided (in the case of Temporary Workers provision) or rendered (in the case of Work-Seekers provision) to or on behalf of the Contracting Authority(s) or any third party;

“Replacement Temporary Workers” means in the case of Fixed Term Assignment, any Temporary Workers introduced by the Supplier to the Contracting Authority(s) to fill the Assignment following the Introduction of another Temporary Workers whose Assignment either did not commence or was terminated during the first twelve (12) Weeks of the Engagement;

“Resource Pool” means a group of Work-Seekers;

“Responsible Officer” has the same meaning as defined in the Medical Profession (Responsible Officers) Regulations 2010 (and any subsequent amendment or re-enactment thereof);

“Revalidation Support Team” means NHS Revalidation Support Team (see <http://www.revalidationsupport.nhs.uk>) and any Authority replacing or providing similar or equivalent services to the Revalidation Support Team;

“Safeguarding and Employment Checks” means the vetting and compliance checks as described in Section 5;

“Self-employed Temporary Workers” means a Temporary Workers who is not an employed Temporary Workers of the Supplier and is responsible for accounting for his own tax and national insurance contributions to HMRC;

“Service” shall have the meaning as per clause 1.1 – 1.1.2;

“Supplier” means Framework Agreement appointed supplier or any approved (by the Authority) sub-contractor and utilised in the execution of this contract;

“Supply Chain” means a network of Employment Business and/or Employment Agencies

“Temporary Assignment” means an Assignment where the Work-Seeker works under the supervision of the Contracting Authority but is employed or engaged by, and paid by, an Employment Business;

“Temporary Worker” means a Worker-Seeker who is engaged by the Contracting Authority(s) on either a Temporary Assignment or Fixed Term Assignment;

“Temporary Workers Assignment Checklist” means the written confirmation of the assignment details with the Contracting Authority(s) prior to the commencement of the Assignment;

“Temporary Workers Handbook” means a Handbook issued by the Supplier to the Temporary Workers prior to their Introduction to the Contracting Authority(s) on an Assignment, which provides latest relevant information about the codes of conduct expected of him; his roles and responsibilities; record keeping requirements (in terms of patient records and timesheets etc.); training and development requirements and opportunities; policy for dealing with allegations of abuse; induction and training requirements; fraud awareness. i.e. what constitutes fraudulent behaviour and the actions to be taken if he is aware of, or conducts, any fraudulent behaviour; Health and Safety information; completion and processing of timesheets and payment systems; complaints reporting, handling and management and such other information as the Supplier may deem relevant under the provision of the Services in accordance with the Contract and Good Industry Practice. The contents of the Handbook must be agreed with the Contracting Authority prior to its issue by the Supplier to Temporary Workers. The Temporary Workers Handbook shall be dated and regularly updated during the Contract Period;

“Temp-to-Perm” means where a Temporary Workers supplied by the Supplier to the Contracting Authority(s) either transfers or is subsequently taken on directly by the Contracting Authority(s) to whom s/he has been supplied under a temporary Assignment. The words do not mean that employment or Assignment by the Contracting Authority(s) must be permanent, but simply that the Temporary Workers has a direct contractual relationship with the Contracting Authority(s);

“Temp-to-Temp” means where a Temporary Workers is supplied to the same Contracting Authority(s) by a different Employment Business. For example, where a Contracting Authority(s) puts the work out to tender and requires Temporary Workers currently supplied by one Employment Business to transfer to the books of another Employment Business whose tender was accepted by the Contracting Authority(s);

“Temp-to-Third Party” means where a Contracting Authority(s) introduces the Temporary Workers to another person who employs the Temporary Workers directly. This may be an individual employer, a subsidiary or Parent company or any other third party;

“Transfer Fee” means, in the case of Temporary Workers provision, the fee payable by the Contracting Authority(s) in accordance with clause 7.8 – 7.18;

“Validation” means the process of ensuring that the documents presented by the Work-Seeker or Temporary Worker are genuine and the holder is the rightful owner. It is an integral part of the Safeguarding and Employment checks and **“Validate”** shall be construed accordingly;

“Vendor Management System” means the Supplier’s system that enables the Contracting Authority(s) to request, accept and engage the Temporary Workers introduced by the Supplier;

“Without delay” means on the same day, or where that is not reasonably practicable, on the next Working Day;

“Work-Seeker” means a worker who is looking for either permanent or temporary employment.

“WTR” means Working Time Regulations 1998 (and any subsequent amendment or re-enactment thereof);

“WTR Element” means that part of the agreed Contract Price which relates to a Temporary Workers entitlement to paid holiday leave under WTR;

“Year” means a calendar year and **“Years”** shall be construed accordingly.