

## **1. INTRODUCTION**

- 1.1. The purpose of this Specification is to provide a description of the Services that a Supplier shall be required to deliver to Contracting Authorities under this Framework Contract.
- 1.2. The Services and any Standards set out in this Specification may be refined by the Contracting Authority during a Further Competition Procedure to reflect the Contracting Authority's Statement of Requirements for entering into a Call Off Contract.

## **2. DESCRIPTION OF REQUIREMENT**

- 2.1. The Supplier shall offer innovative solutions to support the Contracting Authority in the effective and flexible use of resources. This is particularly relevant in the context of facilitating collaboration between Contracting Authorities across different organisations in terms of Flexible Resource Pools.
- 2.2. The Supplier shall deliver all Services included in the scope of this Specification and shall be capable of providing any combination of the Services as specified by the Contracting Authority at Call Off.
- 2.3. The Supplier shall ensure the Contracting Authority is allocated a dedicated account manager who is available during the core Service hours, as specified by the Contracting Authority at Call Off.
- 2.4. The Services within the scope of this Framework Contract have been categorised into two parts, these are Flexible Use of Resources to ensure overall organisational efficiency and Control and management of Contingent Labour:

### **Flexible Use of Resources to ensure overall organisational efficiency:**

- Using Flexible Workers to support peak and reactive resource demands. This model is typically referred to as a Flexible Resource Pool or Staff Bank.
- The setting up of Flexible Resource Pools - recruitment, induction and training of Flexible Workers.
- The Mobilisation of Contracts relating to an existing Flexible Resource Pool
- Operation and management of a Flexible Resource Pool – including but not limited to booking management, system integration, pay management, reporting, Flexible Worker performance, on-site presence at the Contracting Authority premises.
- Attraction and recruitment of Flexible Workers to the Flexible Resource Pool.
- Employment or engagement of Flexible Workers to be specified by the Contracting Authority at Call Off.

### **Management of Contingent Labour:**

- Management of the Contracting Authority's requirements sourced through a third party supply chain of Contingent Labour providers where the Flexible Resource Pool cannot meet demand.

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- 2.5. The Supplier shall develop in partnership with the Contracting Authority, a bespoke Service dependent on the specific requirements.
- 2.6. The Supplier shall ensure if during the term of the Call Off contract the Contracting Authority's requirements change, the Supplier shall respond to these changes and adapt the Services, as necessary.
- 2.7. The Supplier shall be responsible for assisting the Contracting Authority with their workforce planning and shall provide information which shall include, as a minimum:
  - a. trends in demand,
  - b. forecasting supply shortages and mitigating actions,
  - c. budget forecasting.
- 2.8. The Supplier shall ensure the Contracting Authority requirements for Employment of Flexible Workers, recruitment and payrolling are specified at Call Off.

### **3. FLEXIBLE RESOURCE POOL SET-UP AND MOBILISATION**

- 3.1. The Supplier shall agree the Contract management responsibilities of the Flexible Resource Pool with the Contracting Authority, in accordance with Call Off Schedule 15 – Call Off Contract Management.
- 3.2. The Supplier shall be responsible for the implementation of Flexible Resource Pool systems, including the interface and interoperability with Contracting Authority systems, and enabling booking management, in accordance with paragraph 5.
- 3.3. The Supplier shall be responsible for the attraction and induction of Flexible Workers into a Flexible Resource Pool as specified by the Contracting Authority at Call Off.
- 3.4. The Supplier shall ensure that the Flexible Resource Pool is capable of providing all staff types as specified by the Contracting Authority at Call Off. This shall include, as a minimum, nurses & midwives, doctors, allied health professionals (AHP's) & health science service (HSS) and non-medical non clinical (NMNC). Please see the following links for further information on NHS job profiles:  
[www.nhsemployers.org/your-workforce/pay-and-reward/job-evaluation/national-job-profiles](http://www.nhsemployers.org/your-workforce/pay-and-reward/job-evaluation/national-job-profiles)  
[www.nhsemployers.org/your-workforce/pay-and-reward/medical-staff](http://www.nhsemployers.org/your-workforce/pay-and-reward/medical-staff)
- 3.5. The Supplier shall ensure that the Flexible Resource Pool has sufficient numbers of suitably qualified Flexible Workers to maximise the efficiency and effectiveness of the Flexible Resource Pool as specified by the Contracting Authority at Call Off.
- 3.6. The Supplier shall provide training to a specified number of the Contracting Authority's personnel in relation to all processes and procedures relating to the operation and management of the Flexible Resource Pool as specified by the Contracting Authority at Call Off.
- 3.7. The Supplier shall be responsible for all communication during the process to recruit Flexible Workers to the Flexible Resource Pool. This shall include but not limited to:
  - 3.7.1. face to face interviews of candidates

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- 3.7.2. notification of outcome to all candidates
- 3.7.3. production and issue of offer of Employment letters
- 3.7.4. onboarding to the Flexible Resource Pool
- 3.7.5. contracts of employment
- 3.8. The Supplier shall ensure all interviewers shall be compliant with all relevant equality and diversity legislation and have specialist knowledge of the staff type they are recruiting. The Supplier shall be responsible for liaising with any Contracting Authority recruitment teams or hiring managers to receive guidance on staff type required.
- 3.9. The Supplier shall recruitment via an online recruitment and application system which is accessible and integrated by both the Contracting Authority and the Supplier. This may be provided by the Supplier or may be through the use of an existing system such as [www.jobs.nhs.uk](http://www.jobs.nhs.uk) or any other system as specified by the Contracting Authority at Call Off.
- 3.10. The Supplier shall ensure that all compliance requirements are met in accordance with paragraph 4 when establishing a Flexible Resource Pool.
- 3.11. The Supplier shall ensure where a Flexible Worker is also a Substantive Worker of the Contracting Authority, procedures will be agreed between the Supplier and the Contracting Authority to ensure that all necessary compliance checks for the individual Flexible Worker are completed in the most effective way ensuring all necessary checks are carried out without duplication.
- 3.12. The Supplier shall ensure any recruitment to the Flexible Resource Pool from international sources must be in line with the NHS UK code of practice for international recruitment:  
<http://www.nhsemployers.org/your-workforce/recruit/employer-led-recruitment/international-recruitment/uk-code-of-practice-for-international-recruitment>  
or any standard specified by the Contracting Authority at Call Off.
- 3.13. The Supplier shall ensure, where an existing Flexible Resource Pool is being outsourced by the Contracting Authority, or migrated from a previous supplier, the Supplier shall be responsible for migration of the Service, including transfer of Flexible Workers from the incumbent supplier or Contracting Authority.

## 4. COMPLIANCE REQUIREMENTS

### 4.1. Supplier's Obligations

- 4.1.1. The Supplier shall meet all costs associated with all Flexible Worker compliance requirements.
- 4.1.2. The Supplier shall ensure that when sourcing, recruiting and selecting a potential Flexible Worker for provision of the Services:
  - a. it makes use of Good Industry Practice;
  - b. it complies with all applicable Law, Regulation, guidelines, voluntary arrangements and/or codes of practice.
  - c. it retains the Flexible Workers written permission for the relevant Flexible Worker compliance requirements to be administered. Any Flexible Worker who fails to provide their permission in writing must not be shortlisted or introduced for a role with the Contracting Authority under a Call Off contract.

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- 4.1.3. The Supplier shall retain, in the Flexible Workers' personnel records, demonstrable evidence that the required Flexible Worker compliance requirements have been met as specified by the Contracting Authority.
- 4.1.4. The Supplier shall ensure that;
  - a. all documentary evidence is valid, current and original;  
and
  - b. all documentary evidence provided is validated in person by an employee of the Supplier (as specified at the Call Off with Contracting Authority) and copied, legibly signed and dated, with the printed name and job title of the validator, in a format that cannot be subsequently altered.
- 4.1.5. The Supplier shall be responsible for ensuring that all documentation in relation to such checks are made available to the Authority and/or the Contracting Authority, within 24 hours upon request.
- 4.1.6. The Supplier shall ensure secure retention of all records in relation to Flexible Worker compliance requirements, in line with the General Data Protection Regulation:  
[www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation](http://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation)
- 4.1.7. The Supplier shall ensure the evidence provided by the Flexible Worker, relating to the compliance requirements is provided to the Supplier, and retained, in English. Where provided in a language other than English, it must be translated into English, at no costs to the Contracting Authority.

### 4.2. Employment Check Standards

- 4.2.1. The Supplier shall undertake pre-employment checks to ensure that Flexible Workers supplied are compliant with the requirements specified in NHS Employers Check Standards are as follows:  
<https://www.nhsemployers.org/your-workforce/recruit/employment-checks>
- 4.2.2. For NHS Contracting Authorities located within Scotland, the Supplier shall refer to:  
[pin Safer Pre & Post Employment Checks, NHS Scotland](http://pin.Safer.Pre&Post.Employment.Checks.NHS.Scotland)  
<https://www.gov.scot/Publications/2014/03/7176/0>
- 4.2.3. For Central Government Contracting Authorities, the Supplier shall ensure that Flexible Workers supplied are compliant with the requirements specified in the Cabinet Office Baseline Personnel Security Standard:  
<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>
- 4.2.4. For all other Public Sector organisations the Supplier shall ensure that the Flexible supplied are compliant with the requirements specified by the Contracting Authority at Call Off.
- 4.2.5. The Contracting Authority may specify additional, or tailored, pre-employment check requirements at Call Off stage. All additional pre-employment checks shall be conducted by the Supplier at no additional cost to the Contracting Authority.

#### **4.3. Safeguarding of Children and Vulnerable Groups**

- 4.3.1. The Supplier shall undertake safeguarding checks which seeks to verify that the Flexible Worker is compliant with the following guidance and legislation:

<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

Safeguarding Vulnerable Groups Act 2006 – Section 35

<http://www.legislation.gov.uk/ukpga/2006/47/section/35>

Safeguarding Vulnerable Groups Act 2006 – Section 38

<http://www.legislation.gov.uk/ukpga/2006/47/section/38>

#### **4.4. English Language Competency**

- 4.4.1. The Supplier shall ensure that Flexible Workers have the required level of English language competence to enable them to undertake their role effectively, to enable clear communication in accordance with, as applicable:

<https://www.nhsemployers.org/your-workforce/recruit/employment-checks/professional-registration-and-qualification-checks/copy-of-language-competency-guidance>

<https://www.gov.uk/government/publications/english-language-requirement-for-public-sector-workers-code-of-practice>

<https://www.nmc.org.uk/registration/joining-the-register/english-language-requirements/>

<https://www.gmc-uk.org/concerns/information-for-doctors-under-investigation/english-language-assessments>

- 4.4.2. The Supplier shall check if the Contracting Authority require competency in any other language or any variation to these English Language Competency requirements.

#### **4.5. Training Requirements**

- 4.5.1. The Supplier shall ensure that the Flexible Worker is fully trained as specified by the Contracting Authority at Call Off and in accordance with:

NHS Employers National Job Profiles:

<http://www.nhsemployers.org/your-workforce/pay-and-reward/pay/job-evaluation/national-job-profiles>.

UK Core Skills Training Framework:

<http://www.skillsforhealth.org.uk/Services/item/146-core-skills-training-framework>

- 4.5.2. The Supplier shall ensure that the Flexible Worker is revalidated in accordance with the appropriate requirements as stipulated by the regulatory body for the role type.

### **5. OPERATION AND MANAGEMENT OF A FLEXIBLE RESOURCE POOL**

#### **5.1. Booking Management**

- 5.1.1. The Supplier shall manage communication with the Flexible Worker and the Contracting Authority in relation to identifying, allocating, and

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filling roles based on experience, qualifications and availability of the Flexible Worker as specified by the Contracting Authority at Call Off.

- 5.1.2. The Supplier shall be responsible for the management of the Flexible Resource Pool, as specified by the Contracting Authority at Call Off, including, as a minimum:
- a. interoperability with the Contracting Authority's systems.
  - b. provision of an online (web based) portal / booking management system to facilitate the booking of roles;
  - c. provision of a Self-Fill facility, with guidance and help desk, including a telephone booking and online service with technical support for the Flexible Worker. The Supplier should encourage use of Self-Fill wherever possible;
  - d. provision of secure technology that allows the Flexible Worker to access role details electronically via a mobile device such as a phone or tablet;
  - e. provision of all appropriate training and guidance, including manuals, to support the Contracting Authority and the Flexible Worker in accessing and using the booking management system;
  - f. access to the booking management system available to as many personnel as required by the Contracting Authority;
  - g. provision to accept roles in all forms including as a minimum e-mail, telephone, paper and electronically;
  - h. ability for the Contracting Authority to specify a requirement for either an externally hosted or in-house booking management system;
  - i. ability to authorise role requests through multiple authorisation levels;
  - j. provision of a booking management system, available 24 hours/day, 365 days/year;
  - k. planned downtime shall be agreed in advance with the Contracting Authority;
  - l. timely completion of all documentation as specified by the Contracting Authority including, as a minimum, new starter forms; changes forms; and termination forms;
  - m. running and maintaining a database with full details of all Flexible Workers and shifts fulfilled. This shall include, as a minimum, details of hours worked, area/specialism, training, appraisals;
  - n. monitor working patterns to ensure compliance with Working Time Regulations 2009 (as amended from time to time) and shall request required information from Flexible Workers as necessary. All records shall be kept securely for a minimum of seven years.
- 5.1.3. The Supplier shall action urgent requests for a Flexible Worker with less than 24 hours to fill the role, as required by the Contracting Authority.

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- 5.1.4. The Supplier shall ensure, where the need for Contingent Labour arises, the Contracting Authority is notified in a timely manner (within pre-determined timeframes as specified by the Contracting Authority at Call Off), to allow the Contracting Authority (or the Supplier where appointed to act as an agent, in line with any pre-agreed processes as described in paragraph 9) to source any necessary Contingent Labour.
- 5.1.5. The Supplier shall endeavour to fill roles from the Flexible Resource Pool to ensure that the Contracting Authority's demand for Contingent Labour is reduced or negated.
- 5.1.6. The Supplier shall notify the Contracting Authority in any instance where they are unable to provide the required resource via the Flexible Resource Pool.
- 5.1.7. The Supplier shall be responsible for communication with the recruitment teams or hiring managers of the Contracting Authority making use of the Flexible Resource Pool for filling roles. This should include ensuring the correct levels authorisation are in place for all Contingent Labour roles managed through the Flexible Resource Pool, as specified by the Contracting Authority at Call Off.
- 5.1.8. The Supplier shall provide a telephone booking service to be available between the hours of 08:00 and 18:00.
- 5.1.9. The Supplier shall provide an out of hours telephone booking service to be available between 18:00 and 08:00 to allow Contracting Authority representatives to make bookings for Flexible Workers during these times.
- 5.1.10. The Supplier shall ensure all telephone calls are charged at no more than a standard call rate (no premium rate telephone numbers are permitted). Standard rate in the UK means calls to local and national numbers beginning 01, 02 and 03. Excluded numbers include non-geographic numbers (e.g. 0871) and all premium rate services.
- 5.1.11. The Supplier shall be responsible for recording all shifts and hours worked by the Flexible Worker via the Flexible Resource Pool and ensuring the required authorisation for each timesheet obtained. Timesheets should be submitted for approval to the Contracting Authority representatives.
- 5.1.12. The Supplier shall ensure the existing Service Levels, in particular in relation to shift fill rates, are as a minimum maintained or improve as appropriate, in line with the Service Levels as specified by the Contracting Authority at Call Off.

### 5.2. System integration

- 5.2.1. The Supplier shall meet any IT system requirements of the Contracting Authority and provide functionality including but not limited to:
  - a. facilitation of Self-Fill of roles
  - b. completion and authorisation of timesheets
  - c. social media or other online methods to build worker communities
- 5.2.2. The Supplier shall be aware of innovation and improvements in Flexible Resource Pool market and, where requested, provide

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innovative technology solutions to the Contracting Authority which shall be in accordance with Framework Pricing Rates.

- 5.2.3. The Supplier shall ensure all upgrades to existing systems (within the Contracting Authority's Call Off Contract) shall be provided to the Contracting Authority at no extra cost.
- 5.2.4. The Supplier shall ensure any systems provided interface, in real time, with relevant existing systems (e.g. e-rostering systems, NHS Electronic Staff Records (ESR)). Details of such systems will be specified by the Contracting Authority at the Call Off.
- 5.2.5. The Supplier shall deal with any Contracting Authority/ Flexible Worker enquires via a booking management system support facility which will be available via telephone and online service (including email) during core hours of 08:00 to 23:00 Monday to Friday and 08:00 to 12:00 (noon) weekends and UK bank holidays as a minimum, or as specified by the Contracting Authority at Call Off.
- 5.2.6. The Supplier shall ensure all telephone calls are charged at no more than a standard call rate (no premium rate telephone numbers are permitted). Standard rate in the UK means calls to local and national numbers beginning 01, 02 and 03. Excluded numbers include non-geographic numbers (e.g. 0871) and all premium rate services.
- 5.2.7. The Supplier shall ensure systems are accessible to all licensed users, across multiple sites, including remote access, as defined by the Contracting Authority.
- 5.2.8. The Supplier shall provide details to the Contracting Authority of any minimum IT requirements applicable to the Service to the Contracting Authority at the Call Off stage, in order to enable delivery of the required hosted or non-hosted Services.
- 5.2.9. The Supplier shall ensure the following system functionality is available in the booking management system, including but not limited to:
  - a. password control and management;
  - b. the ability to archive data that is no longer required in the operational system for duration to be specified at the Call Off;
  - c. the ability to backup data on a regular basis;
  - d. the ability to restore data from either routine backups or archives;
  - e. activity monitoring including users, processes and transactions;
  - f. fully-auditable activity log
- 5.2.10. The Supplier shall ensure where the booking management system is a hosted service, the management of fault diagnostics and fault resolution, and any associated costs shall rest exclusively with the Supplier.

### 5.3. Contract Management

- 5.3.1. The Supplier shall have in place effective systems to measure their own performance against the Key Performance Indicators (KPIs) set



by the Contracting Authority at Call Off. The Suppliers shall provide evidence and reports to ensure targets are being met, identify potential shortfalls in performance and allow effective and timely remedial actions to be put in place. Where KPIs are not met the Supplier shall draft and agree with the Contracting Authority a performance improvement plan with targets and milestones to monitor progress ensuring targets are being met.

- 5.3.2. The Supplier shall ensure that their head office have sufficient oversight of the Contract to ensure that robust Contract governance procedures are put in place and managed.
- 5.3.3. The Supplier shall have in place a sufficient compliment of staff to provide the Services in an efficient and effective way with adequate management oversight both in terms of direct contract management and from head office. The Contracting Authority must be able to access the management team between the hours specified at Call Off.
- 5.3.4. The Supplier shall plan review meetings and meet reporting requirements. The Contracting Authority will specify the frequency and content/terms of reference of review meetings and reporting requirements at Call Off.

**5.4. Customer service**

- 5.4.1. The Supplier shall be responsible obtaining the Contracting Authority's approval prior to the appointment of any Key Personnel.
- 5.4.2. The Supplier shall ensure any Supplier's staff assigned to deliver a Call Off shall have the relevant qualifications and experience to deliver the Call Off competently and effectively.
- 5.4.3. The Supplier shall ensure that the Supplier's staff understand the Contracting Authority's vision and objectives and shall provide the required level of customer service to the Contracting Authority throughout the duration of the Call Off. Any proposed changes to the Services must fall under the scope of this Specification.
- 5.4.4. The Supplier shall ensure all staff deployed in the operation and management of the Services must be fully aware of all relevant Call Off terms and the Contracting Authority's specification to ensure the Services are provided in compliance with those terms.

**5.5. Compliance with relevant policies and legislation**

- 5.6.1. The Supplier shall ensure compliance with all relevant legislation, to include but not be limited to NHS Improvement policies and guidance, HMRC, or any other relevant bodies.
- 5.6.2. The Supplier shall obtain, prior to the commencement of the Services, full details of Contracting Authority local and national policies.
- 5.6.3. The Supplier shall enable access to such policies as well as relevant clinical protocols, as appropriate, for all Flexible Workers.

**5.6. Communications**

- 5.6.1. The Supplier shall be responsible for all communications with the Contracting Authority and the Contracting Authority's personnel with regards, but not limited to;

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- a. HR and Payroll; to liaise with hiring managers or unit leads to ensure the best use is made of flexible resource in filling assignments;
- b. Attraction, and Induction; the Supplier shall be responsible for all candidate communication during the process;
- c. Booking Management; the Supplier shall have responsibility for undertaking all necessary communication to all members of the Flexible Resource Pool, in relation to identifying and allocating assignments;
- d. Any other specified processes to be included in the Call Off Contract by the Contracting Authority, including communications required in the control and management of Contingent Labour.

5.6.2. The Supplier shall provide feedback to the Contracting Authority, as specified in the Call Off Contract, on the performance of the Flexible Workers and the overall performance of the defined Services.

### 5.7. Exit Management

5.7.1. The Supplier, at the end of the Contract, transfer all Contracting Authority data to the Contracting Authority or a replacement supplier, as specified by the Contracting Authority. The Supplier shall ensure that this is done in a timely manner, as specified by the Contracting Authority.

## 6. FLEXIBLE WORKERS PAY MANAGEMENT

- 6.1. The Supplier shall work with the Contracting Authority to agree pay rates for Flexible Workers. These will be reviewed in accordance with the procedures agreed with the Contracting Authority, for each staff type employed through the Flexible Resource Pool.
- 6.2. The Supplier shall proactively work with Contracting Authorities to provide intelligence promoting (but not limited to) savings, improvement in fill rates and reduction in agency use.
- 6.3. The Supplier shall be responsible for entry of all Flexible Worker pay details to the relevant database and payroll system covering as required by the Contracting Authority.
- 6.4. The Supplier shall ensure where the Supplier is also the Employer of the Flexible Worker (in line with paragraph 11), the Supplier shall be responsible for making the required payments to the Flexible Workers within the timescales specified by the Contracting Authority at Call Off or in accordance with the prompt payment policy, whichever is sooner.
- 6.5. The Supplier shall make enquiries to obtain a verified and approved timesheet to confirm that the Flexible Worker carried out the Services as requested by the Contracting Authority.
- 6.6. The Supplier shall process each approved timesheet without delay and in accordance with the governments prompt payment policy:  
<https://www.gov.uk/guidance/prompt-payment-policy>

## 7. FLEXIBLE WORKER PERFORMANCE

7.1. The Supplier shall implement a robust system for the regular appraisal of Flexible Worker, to be agreed with the Contracting Authority. The Supplier shall

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ensure that the Flexible Worker meets the latest requirements as stipulated by the regulatory body for the role type, are fully met.

- 7.2. The Supplier shall manage and report on all incidents of non-compliance with legislation or Contracting Authority policy involving Flexible Workers to the Contracting Authority, the Authority and the relevant regulatory body, when appropriate.
- 7.3. The Supplier shall ensure disciplinary procedures are in accordance with the Contracting Authority procedures, as specified at Call Off. The Supplier shall work with the Contracting Authority's HR department on any disciplinary procedures as appropriate.
- 7.4. The Supplier shall ensure where a Flexible Worker is also a Substantive Worker of the Contracting Authority, the procedures shall be agreed between the Supplier and the Contracting Authority so that all performance management for the individual workers is provided in the most effective way.

### 8. ON SITE PRESENCE

- 8.1. The Supplier shall ensure where specified by the Contracting Authority that appropriate members of the Suppliers Staff, are present on the Contracting Authority's premises to support the provision of the Services as specified with the Contracting Authority at Call Off.

### 9. MANAGEMENT OF CONTINGENT LABOUR

- 9.1. The Supplier shall ensure they manage and drive performance of any necessary supply of Contingent Labour, as specified by the Contracting Authority at Call Off.
- 9.2. The Supplier shall act on behalf of the Contracting Authority and the Contracting Authority will direct the Supplier where and how to access the Contingent Labour in accordance with their own contractual arrangements, this may include but not limited to:
  - 9.2.1. Where a Contracting Authority has an existing supply chain,
  - 9.2.2. where the Contracting Authority has no existing supply chain in place,
  - 9.2.3. acting as a neutral vendor to help the Contracting Authority build a supply chain of employment businesses sourced from NHSi approved frameworks to meet their requirements.
- 9.3. The Supplier shall be required to identify potential efficiencies across a single or collaborative supply chain, and make recommendations to the Contracting Authority.
- 9.4. The Supplier shall be responsible for cascade of vacancies to all approved Contingent Labour providers, as agreed with the Contracting Authority, and shall manage the process to source Contingent Labour, ensuring that a suitable Contingent Labour resource is made available to the Contracting Authority.
  - 9.4.1. The Supplier shall be responsible for cascade of vacancies to all approved Contingent Labour providers, as agreed with the Contracting Authority, and shall manage the process to source Contingent Labour, ensuring that a suitable Contingent Labour resource is made available to the Contracting Authority.
- 9.5. **Booking Management**
  - 9.5.1. The Supplier shall ensure that appropriately qualified Contingent Labour resource is booked and confirmed as defined by the

Contracting Authority's contractual arrangements with the Contingent Labour providers.

- 9.5.2. The Supplier shall ensure that all invoices for Contingent Labour supply are accurate and paid in accordance within the Contracting Authority's timescales specified by the Contracting Authority at Call Off or in accordance with the prompt payment policy, whichever is sooner.

**9.6. Performance Management**

- 9.6.1. The Supplier shall ensure that Contingent Labour providers are meeting their contractual obligations, as defined in the Contracting Authority's contractual arrangements, including ensuring relevant key performance indicators are met. Any issues of non-performance shall be reported to the Contracting Authority based on a level of severity at a frequency to be agreed with the Contracting Authority.
- 9.6.2. The Supplier shall monitor, report, and make recommendations to the Contracting Authority on the adherence to NHSI Contingent Labour rate caps. The Supplier shall produce the Contracting Authority's monthly rate cap breaches NHSI report if the Contracting Authority specifies this at Call Off.
- 9.6.3. The Supplier shall be required to monitor and manage incidents of agency worker 'did not attend', late cancellation and non-completion of roles. The Supplier shall report instances to the Contracting Authority on a monthly basis, or as agreed by the Contracting Authority, and shall take the necessary actions to ensure any agreed targets are met.
- 9.6.4. The Supplier shall be required to participate to a degree as specified by the Contracting Authority at Call Off, in budget monitoring, forecasting and reporting and analysis.
- 9.6.5. The Supplier shall ensure if requested by the Contracting Authority any reasonable configuration of reporting will be specified by the Contracting Authority at Call Off.
- 9.6.6. The Supplier shall ensure that the Contracting Authority does not incur any transfer fee where a Temporary Worker wishes to join the Flexible Resource Pool. The Supplier shall familiarise themselves with the relevant provisions of the contract(s) under which previous supply has taken place, and the Conduct of Employment Agencies and Employment Business Regulations 2016 pertaining to transfer fees, and advise the Contracting Authority accordingly to ensure that no transfer fees are incurred.

**9.7. System Integration**

- 9.7.1. The Supplier shall ensure that any IT system provided for the management of Contingent Labour is able to interface with any existing Contracting Authority or third party IT systems that the Contracting Authority requires to manage its requirements in relation to Flexible Resource Pool and the management of Flexible Worker.
- 9.7.2. The Supplier shall ensure that any integration of any third party IT systems shall be provided at a cost to be agreed by the Contracting Authority.
- 9.7.3. The Supplier shall be ensure any upgrades to existing software or systems that are provided by the Supplier under the Call Off Contract,

and shall make no additional charge to the Contracting Authority for such upgrades, throughout the duration of the Call Off Contract.

## **10. HEALTH ASSURANCE INSPECTIONS**

- 10.1. The Supplier shall agree to Health Assurance Inspections conducted by the Authority or a Health Insurance Inspector, for Flexible Workers who are not also Substantive Workers of the Contracting Authority. Where a Flexible Worker is also a Substantive Worker of the Contracting Authority, the responsibility for the performance of pre-employment checks will be agreed between the Contracting Authority and Supplier at Call Off.
- 10.2. The Supplier shall agree to Health Assurance Inspections annually, and as required by the Relevant Authority. The Health Assurance Inspection shall:
  - 10.2.1. Test the design adequacy of key processes and controls the Supplier has in place to enable the overall provision of compliant Flexible Workers to the standards set out in paragraph 4, and the Contract, including those processes undertaken for and by Subcontractors; and
  - 10.2.2. Test the effectiveness of controls when operated.
- 10.3. The Supplier shall be required to provide evidence to remediate findings where, at the Health Assurance Inspection, they cannot demonstrate that a key process or control is present or adequate, or where a Flexible Worker record is found to not fully comply with the requirements as set out in paragraph 4.
- 10.4. The Supplier shall provide evidence to remediate in accordance with the instructions and timescales stipulated by the Relevant Authority. Where timescales and/or instructions are not adhered to, the Relevant Authority reserves the right to address this as the Supplier's non-performance of its obligations under the Contract.
- 10.5. **Health Inspection Grades**
  - 10.5.1. The Relevant Authority reserves the right to set and amend standards for the award of Health Assurance Inspection grades to Suppliers, following a Health Assurance Inspection. Health Assurance Inspection grades may be published for the use of Contracting Authorities. Contracting Authorities may set their own standards for Health Assurance Inspections at Call Off.

## **11. NON MANDATORY SERVICE REQUIREMENTS - EMPLOYMENT OF FLEXIBLE WORKERS**

- 11.1. The Supplier shall, if required by the Contracting Authority at Call Off, Employ the Flexible Worker. Where this is required, the Supplier shall deliver the Services set out below:
  - 11.1.1. The Supplier shall ensure all statutory obligations associated with being an Employer are fulfilled. The Supplier shall take all necessary action to ensure that the Contracting Authority is not deemed to be the Employer.
  - 11.1.2. The Supplier shall be responsible for payment of the Flexible Workers.
  - 11.1.3. The Supplier shall discuss and agree with the Contracting Authority, all Employment related costs associated with the provision of this Service, including but not limited to:
    - a. Staff Pay Rates
    - b. Pensions Contributions

c. Employer National Insurance Contributions