

## Framework Schedule 1 (Specification)

- 1 The Authority is seeking to establish a Framework Contract for the supply of Non Clinical Temporary and Fixed Term Staff.
  - 1.1. The supply of Workers will be available through 6 Lots as detailed in paragraph 2 – Description of Lots.
  - 1.2. Fixed term staff are supplied as “Work-Seekers” by Employment Agencies to be employed by the Contracting Authority for a fixed period.
  - 1.3. Temporary staff are supplied as “Temporary Work-Seekers” by Employment Businesses on an hourly or daily charge rate.
  - 1.4. The term “Temporary Worker” for the purposes of this Framework Contract is used to describe both “Work-Seekers” and “Temporary Work-Seekers”.
  - 1.5. The Services and Standards set out in this Schedule may be refined by the Contracting Authority during a Further Competition Procedure to reflect the Contracting Authority’s service requirements when entering into a Call-Off Contract
  - 1.6. Contracting Authorities from across the public sector are able to access this Framework Contract.
  - 1.7. All links within this specification may be subject to updates.

### 2. Description of Lots

- 2.1. For the avoidance of doubt all delivery methods are enabled within each and across Lots; this includes both master and neutral vend models. The Supplier shall only provide the Temporary Worker types which fall under the Lot(s) to which they are appointed, please see Appendix A – Person Specification.
- 2.2. For all of the Lots the Supplier has the option of making up any shortfall from within their own resource pool of Temporary Workers by managing supplementary supply from Subcontractor(s) as outlined in Joint Schedule 6 – Key Subcontractors, section 7 of this specification and in accordance with all legislative and regulatory requirements.
- 2.3. The Supplier shall be responsible for the compliance of any Subcontractors used in accordance with the terms and conditions of this Framework Contract.
- 2.4. The Framework Contract Lots are as follows:

Lot number	Lot Name
1	Admin and Clerical
2	Corporate Functions
3	IT Professionals
4	Legal Services
5	Clinical Coding
6	Ancillary Staff

- 2.5. A Master Vendor takes overall responsibility for providing Contracting Authorities with their Temporary Worker needs. The Master Vendor shall provide Temporary

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Workers directly from their own resource pool and may make up any shortfall by managing supplementary supply from a Subcontractors Supply Chain in line with paragraph 2.1. The Contracting Authority contracts only with the Master Vendor, and the Master Vendor is responsible for their Supply Chain.

- 2.5.1. The Master Vendor shall manage supply of Non Clinical Temporary Workers from both Employment Businesses and Employment Agencies for temporary Assignments or fixed term employment or engagement by Contracting Authorities in accordance with all legislative and regulatory requirements.
  - 2.5.2. The Supplier shall be responsible for the compliance of the Employment Businesses and Employment Agencies used in accordance with the terms and conditions of the Framework Contract.
- 2.6. A Supplier who acts as a Neutral Vendor shall not supply any Temporary Workers directly from their own resource pool and shall use an Approved Supply Chain in the execution of the Call-Off Contract. For the Contracting Authority receiving the Service, the provision is seamless and the Contracting Authority contracts only with the Neutral Vendor and not with the Supply Chain directly.
- 2.6.1. The Neutral Vendor shall manage supply of Non Clinical Temporary Workers from both Employment Businesses and Employment Agencies in all job categories as detailed in Appendix A – Person Specification, for temporary Assignments or fixed term employment or engagement by Contracting Authorities.
  - 2.6.2. The Supplier shall be permitted to source up to 20% of new Assignments via its Affiliates or companies that are otherwise within the same group of companies as the Supplier.
  - 2.6.3. The Supplier shall ensure that at least eighty percent (80%) of new Assignments are sourced via suppliers who are not Affiliates or otherwise within the same group of companies as the Supplier (“non-connected Suppliers” for the purposes of this paragraph), calculated on the basis of total cost to the Contracting Authority of new Assignments in the relevant Contract Year. The supplier shall supply the Contracting Authority with details of the fill rates at intervals agreed by the Contracting Authority in the Call-Off Contract.
  - 2.6.4. The Supplier shall ensure that its sourcing of Temporary Workers via suppliers is managed in a fair, open and transparent manner which will be accessible and open to audit by the Authority.
  - 2.6.5. The Supplier shall be responsible for managing all Employment Businesses and Employment Agencies that it utilises in relation to provision of Services under this Framework Contract, to ensure that the services provided by each Employment Business and Employment Agency are:
    - Delivered in the manner and to the performance standards required by the obligations contained within this Framework Contract and any Call-Off Contract entered into pursuant to it
    - Compliant with all relevant legislative and regulatory requirements.

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- Adhere to the Framework Contract pricing model and NHS Improvement (NHSI) Caps

2.6.6. The Authority requires the Supplier to impose obligations on the Employment Businesses and Employment Agencies which are no less onerous than those imposed on the Supplier under this Framework Contract.

### 3. **Mandatory Service Requirements**

3.1. All mandatory service requirements shall be provided by the supplier upon the commencement date of any Call-Off Contract.

3.1.1. Temporary Worker compliance requirements - refer to section 5

3.1.2. Ordering of Temporary Workers - refer to section 8

3.2. Each of the 6 Lots includes a category of roles which fall under the Agenda for Change pay bands and job profiles.

3.3. Examples of job profiles covered are detailed in Appendix A – Person Specification, however, this list is not exhaustive.

3.4. The Supplier shall provide Non Clinical Temporary and Fixed Term Staff for Assignments that may require attendance at any time.

3.5. The Supplier shall ensure that all personnel responsible for or associated with the delivery of these Services to Contracting Authorities are suitably trained and understand the requirements as set out in the Framework Contract and the resulting Call-Off Contracts.

3.6. The Supplier shall provide details of their supply coverage as per the defined regions in Appendix E – NHSI Regions. This information will be reviewed annually.

3.6.1. The Supplier agrees that this information will be used by the Authority to create geographical information from all suppliers for Contracting Authority use.

3.7. The Supplier agrees that Contracting Authorities may also use the information as a factor to determine the most economically advantageous tender when calling off the Services from the Framework Contract. This may be undertaken by the use of an Award Support Tool provided by the Authority which will identify Suppliers within a Contracting Authority's defined area.

3.8. The Supplier shall provide details of their supply specialisms as per Appendix F- skills matrix. The Authority will use this information to develop a 'skills matrix' for use by Contracting Authorities. This information will be reviewed annually.

3.9. Suppliers shall comply with Modern Slavery legislative requirements. This will include any additional guidance and tools issued by the Authority.

### 4. **Non Mandatory Requirements**

#### Vendor Management Systems (VMS)

4.1. Where required by the Contracting Authority, the Supplier shall provide a VMS to support the delivery of the Services at no additional cost.

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- 4.2. The Supplier shall ensure that the VMS supports the delivery of the Services in line with the Contracting Authority's requirements.
- 4.3. The Supplier shall ensure, at no additional cost that the VMS is flexible enough to meet the specific needs of the Contracting Authority and shall provide configuration of the VMS to meet the Contracting Authority's requirements.
- 4.4. The Supplier shall be responsible for training the staff of the Contracting Authority to use the VMS and shall provide 24/7 user support.
- 4.5. Provision of a booking management system, available 24 hours/day, 365 days/year;
- 4.6. The Supplier shall ensure that any planned downtime is agreed in advance with the Contracting Authority, at no less than 48 hours' notice.
- 4.7. The Supplier shall ensure that any security requirements specified by the Contracting Authority are fully met.
- 4.8. The Supplier shall ensure that the VMS is compliant with General Data Protection Regulation (GDPR). The Supplier shall ensure that the VMS is accessible by the Contracting Authority and can interface with the Contracting Authority's systems where required.

### Statement of Works (SOW)

- 4.9. Where a Contracting Authority seeks to utilise an output based package of work that outlines specific services and deliverables, the Supplier shall support the delivery of the work in line with the Contracting Authority's requirements at no extra cost to the Contracting Authority.
- 4.10. The Contracting Authority shall indicate the type, level, quality and cost of service, as well as the time schedule required. The Supplier Shall deliver the process by providing Temporary Workers and project teams (i.e. teams of Temporary Worker s) in an innovative way, relevant to industry practices and methods
- 4.11. The Supplier needs to ensure that processes are set in place to manage the timescales provided for the project, the Contracting Authority shall not be charged any additional costs if the timescales change as a result of the Team of Temporary Workers.
- 4.12. Upon completion of the statement of work, a conclusion document shall be provided to the Contracting Authority, detailing developments throughout the service. Details in relation to the content of the document shall be discussed with the Contracting Authority.

## **5. Temporary Worker Compliance Requirements**

### Pre-Employment Check Standards

- 5.1. The Supplier shall undertake employment checking which seeks to verify that all Temporary Workers meet the preconditions of the role they are applying for. All Temporary Workers must be fully compliant prior to the commencement of the role.
- 5.2. The Supplier shall have a dedicated compliance manager who will ensure that all checks have been undertaken correctly prior to the appointment of a Temporary Worker.
- 5.3. For NHS Contracting Authorities, the Supplier shall ensure that Temporary Workers supplied are compliant with the requirements specified in NHS Employers Check Standards:

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- 5.3.1. Identity checks;
  - 5.3.2. Professional Registration and Qualification checks;
  - 5.3.3. Employment History and Reference checks;
  - 5.3.4. Right to Work checks;
  - 5.3.5. Work health assessments; and
  - 5.3.6. Criminal Record checks.
- 5.4. For full details of pre-employment check checks for NHS Contracting Authorities, the Supplier shall refer to NHS Employers Check Standards:  
<https://www.nhsemployers.org/your-workforce/recruit/employment-checks>
- 5.5. For Contracting Authorities located within Scotland, please refer to:  
[pin Safer Pre & Post Employment Checks, NHS Scotland](https://www.gov.scot/Publications/2014/03/7176/0)  
<https://www.gov.scot/Publications/2014/03/7176/0>
- 5.6. For Central Government Contracting Authorities, the Supplier shall ensure that Temporary 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>
- 5.7. For all other Public Sector organisations the Supplier shall ensure that the Temporary Workers supplied are compliant with the requirements as specified by the Contracting Authority in the Call-Off Contract.
- 5.8. All Contracting Authorities may specify additional, or tailored employment or security check requirements at Call-Off stage. All additional Employment or security checks shall be conducted by the Supplier at no additional cost to the Contracting Authority.

### Safeguarding of Children and Vulnerable Groups

- 5.9. The Supplier shall comply and undertake checks which seek to verify that the Temporary 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>

### English Language Competency

- 5.10. The Supplier shall ensure that Temporary Workers have the required level of English language competence required, at the role they are applying for. This is to ensure effective communication with the following guidance

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- <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>

5.11. The Contracting Authority shall advise the Supplier if they require competency in any other language or any variation to the English Language Competency requirements set out in the guidance above.

### Safeguarding & Employment Check Standards – Table of Requirements

<b>Supplier Fee Type 1</b>  <b>For Patient facing Assignments</b>	<b>Requires full compliance at all times with the following:</b> <ul style="list-style-type: none"><li>• As below, plus</li><li>• Compliance with <b>full current</b> NHS Employers Work Health Assessment checks standards at all times</li></ul>
<b>Supplier Fee Type 2</b>  <b>For non-patient facing roles that require disclosure</b>	<b>Requires full compliance at all times with the following:</b> <ul style="list-style-type: none"><li>• As below, plus</li><li>• Compliance with current NHS Employers <b>Criminal Record and Barring Checks Standards.</b></li></ul>
<b>Supplier Fee Type 3</b>  <b>For non-patient facing roles that do not require disclosure</b>	<b>Requires full compliance at all times with the following:</b> <ul style="list-style-type: none"><li>• NHS Employers Employment check standards or other as applicable – see paragraph 5</li><li>• <b>Minimum</b> requirements of NHS Employers Work Health Assessment standard</li><li>• Safeguarding of Children and Vulnerable Groups</li><li>• English Language Competency</li><li>• Any other requirements as set out by the Contracting Authority</li></ul>

5.12. Patient facing roles and non-patient facing roles with disclosure, in relation to the table above, are Regulated Activities as defined in the document and can be found on the Department of Health website below:  
<https://www.gov.uk/government/publications/new-disclosure-and-barring-services>

5.13. Non-patient facing roles are non-regulated activities.

5.13.1. The Contracting Authority shall inform the Supplier as to the nature of the role and if it is classed as patient facing.

5.13.2. The Contracting Authority shall determine which fee type is required from the descriptions in the table of requirements above.

### Training Requirements

5.14. The Supplier shall ensure that the Temporary Worker is fully trained, compliant with any professional registration required for the role, instructed and aware of the relevant

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responsibilities defined within the Framework Contract, Call-Off Contract, applicable Law or regulations and, where applicable, those defined by the NHS Employers national job profiles:

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

- 5.15. For NHS Contracting Authorities
- 5.16. the Supplier shall ensure that Temporary Workers are fully trained in accordance with the UK Core Skills Training Framework Contract:  
[http://www.skillsforhealth.org.uk/services/item/146-core-skills-training-Framework Agreement](http://www.skillsforhealth.org.uk/services/item/146-core-skills-training-Framework-Agreement)
- 5.17. For non-NHS Contracting Authorities, the Supplier shall ensure that Temporary Workers are fully trained in accordance with the Contracting Authority's requirements, as specified in the Call-Off Contract, including, but not limited to the specifications set out as below:  
<https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised>
- 5.18. Upon appointment of a Temporary Worker, the Supplier shall be responsible for the delivery of any statutory or mandatory training requirements as specified by the Contracting Authority. The training must be completed prior to the commencement of the role and shall be reviewed and renewed as and when required, and as directed by the Contracting Authority.
- 5.19. Details of all other statutory or mandatory training requirements will be identified as appropriate by the Contracting Authority.
- 5.20. The Supplier shall meet all costs associated with the mandatory training requirements required by the Contracting Authority. The Supplier shall be responsible for all training requirements identified by the Contracting Authority. The Supplier will ensure that all Temporary Workers are revalidated in line with the requirements of the appropriate registering body and as and when required.
- 5.21. Clear copies of the original training certification/documentation and details regarding the organisation that provided the training including the date(s) upon which the training was received must be kept with the Temporary Workers file.

### Fitness for Placement

- 5.22. For patient facing roles (Fee Type 1), the Supplier shall provide the Contracting Authority with a copy of the certificate of fitness for placement which must be issued by the Supplier's occupational health service provider to evidence that the Temporary Worker has undergone a health screening/assessment for the Assignment. This shall be in accordance with the latest Department of Health guidelines regarding healthcare Temporary Workers and health clearance/immunisation against infectious diseases.
- 5.23. The Supplier shall ensure that the occupational health service provider is appointed in accordance with Paragraphs 5.26 to 5.31 and that it issues the Supplier with a certificate of fitness for placement. This certificate shall be in the form set out in

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Appendix D – Certificate of Fitness for Placement and in accordance with Good Industry Practice, updated annually as a minimum and which satisfies the requirements of this Framework Contract and which has been agreed in writing between the Parties.

- 5.24. The Supplier shall retain the original copy of the certificate of fitness for placement as part of the Order records for audit and inspection.

### Occupational health service provider Requirements

- 5.25. The occupational health service provider requirements are applicable to those Suppliers providing a service for patient facing roles only or for other roles where specific occupational health guidance is required, after a work health assessment has been carried out. The Contracting Authority shall determine if the role is classed as patient facing.
- 5.26. 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 following:
  - 5.26.1. prevention,
  - 5.26.2. timely intervention,
  - 5.26.3. rehabilitation,
  - 5.26.4. health assessments for work,
  - 5.26.5. promotion of health and well-being, and
  - 5.26.6. teaching and training.
- 5.27. Such providers must be Safe Effective Quality Occupational Health Service ("SEQOHS") accredited as detailed at <https://www.seqohs.org/>
- 5.28. The Supplier shall ensure that the occupational health service provider complies with all relevant legislation, regulations, guidelines, standards and other Good Industry Practice relevant to the provision of occupational health services.
- 5.29. This should include but not be limited to, the latest Department of Health guidelines regarding healthcare Temporary Workers and health clearance/immunisation against infectious diseases.
- 5.30. The Supplier's chosen occupational health service provider should include, but not be limited to, the following features:
  - 5.30.1. The provision of specialist confidential advice to the Temporary Worker, the Supplier and the Contracting Authority;
  - 5.30.2. An occupational health nursing advisor or an occupational health physician shall carry out any evaluation as to whether an interview with the Temporary Worker should be arranged to assess his fitness for the post and identify what adjustments, if necessary, can be put in place to ensure his fitness to undertake the roles and responsibilities of the work required.



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- 5.30.3. Any blood samples shall be taken and validated by an accredited UK laboratory;
- 5.30.4. All records of comprehensive health screening undertaken shall be documented in English language, except in the case of a Contracting Authority located in Wales, the Contracting Authority shall agree in writing that it 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 shall be legible;
- 5.30.5. Shall employ only suitably experienced, trained and qualified Staff, that have the suitable skills, qualifications and competencies to undertake the specified work;
- 5.30.6. Shall employ at least one fully qualified Occupational Health nurse who holds a suitable qualification with the relevant professional and regulatory body as a specialist practitioner;
- 5.30.7. Shall have a formal contractual arrangement with a specialist Occupational Health physician who shall be accountable for the medical quality standards being undertaken by the occupational health service provider. All difficult cases shall be referred to the above accountable person.
- 5.30.8. Other physicians working for the occupational health service provider shall be suitably experienced, trained and qualified. This means that their minimum qualification must be a Diploma in Occupational Medicine; and
- 5.30.9. The specialist Occupational Health nurse and specialist Occupational Health physician shall be involved in the strategic management of the department and the quality assurance arrangements for the service as part of their duty.

### Supplier's Obligations

- 5.31. The Supplier shall meet all costs associated with all mandatory Temporary Worker compliance requirements.
- 5.32. When sourcing, recruiting and selecting a potential Temporary Worker for provision of the Services, the Supplier shall ensure that in all respects, and where relevant;
  - 5.32.1. It makes use of Good Industry Practice;
  - 5.32.2. It complies with all legislation, regulations, guidelines, voluntary arrangements and/or codes of practice.
  - 5.32.3. It retains the Temporary Workers written permission for the relevant Temporary Worker compliance requirements to be administered. Any Temporary Worker who fails to provide their permission in writing must not be shortlisted or introduced for an Assignment with the Contracting Authority under any Call-Off Contract.
- 5.33. The Supplier shall retain demonstrable evidence that the required Temporary Worker compliance requirements have been met. The Supplier shall ensure that;
  - 5.33.1. All documents are valid, current and original; and

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- 5.33.2. All documents provided are validated in person by the Supplier and copied, legibly signed and dated, with the printed name and job title of the validator, in a format that cannot be subsequently altered.
- 5.34. 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, immediately upon request.
- 5.35. The Supplier shall ensure secure retention of all records in relation to Temporary Worker compliance requirements, in line with the General Data Protection Regulation as may be updated from time to time.
- 5.36. The supplier shall provide all evidence relating to the relevant Temporary Worker compliance requirements in English, all translation costs from any other language shall be at the cost of the Supplier.
- 5.37. The Supplier shall enable access to the policies and relevant protocols of the Contracting Authority, as appropriate, for all Temporary Workers

## 6. Service Delivery

- 6.1. The Supplier shall provide all or any combination of Temporary Workers as detailed in Appendix A - Person Specification as requested by the Contracting Authority.
- 6.2. The Supplier shall recognise that Contracting Authorities have differing requirements for the service and how Temporary Workers are sourced and supplied.
- 6.3. The Supplier shall be flexible and their Service provision to reflect the individual needs of Contracting Authority(s).
- 6.4. The Contracting Authority may specify its preferred method of service delivery in each individual Call-Off Contract. Alternatively, the Contracting Authority may require the Supplier to propose a suitable method of service delivery in Order to meet the Contracting Authority(s) requirement for Temporary Workers.
- 6.5. There are no restrictions on the service delivery models that can be offered by the Supplier under the Framework Contract.
- 6.6. The Contracting Authority and the Supplier shall cooperate with each other in good faith and take all reasonable action to enable the efficient communication so that both parties can derive the full benefits of the Call-Off Contract.

### Service Delivery Discovery Work

- 6.7. Prior to entering into a Call-Off Contract with a Supplier, the Contracting Authority may request the Supplier to undertake a discovery piece of work in respect of historic, current and future Temporary Worker trends. All costs for this service shall be covered by the Supplier.
- 6.8. The Contracting Authority reserves the right to not undertake works following this discovery piece of work, at no cost to the Contracting Authority.
- 6.9. Where discovery work is requested, the Contracting Authority may request the Supplier to provide a draft implementation plan for approval before the

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commencement of the services. The Contracting Authority shall advise the format and the content of the implementation plan.

- 6.10. Once the Contracting Authority have approved the implementation plan in writing, the Supplier shall monitor its performance in line with the Contracting Authority's instructions when placing a Call-Off Contract.
- 6.11. The Supplier may be required to organise and deliver workshops during the implementation plan, to promote and market the new service arrangements for the Contracting Authority, other relevant employees and/or Subcontractors utilised in the execution of the Call-Off Contract. All costs for this service shall be covered by the Supplier.

## **7. Subcontracting**

- 7.1. The Supplier may use Subcontractors in the delivery and execution of the Call-Off Contract.
- 7.2. The Supplier shall ensure that it puts in place and maintains throughout the Framework Period and the duration of all Call-Off Agreements, robust systems and procedures for the management of Subcontractors utilised by the Supplier in relation to the Framework Contract. Such management systems shall include effective monitoring of service delivery and price management approaches.
- 7.3. The Supplier shall have carried out, and on a quarterly basis thereafter will carry out, an audit and any additional spot checks (as and when specified by the Authority or Contracting Authority) of the Subcontractor's compliance with relevant policy and Law, the Call-Off Agreement and the Order Form and price management.
- 7.4. The Supplier shall report to the Authority any anomalies/non-compliance in the form of an Assurance Issues Exception Report. Where an anomaly/non-compliance is sufficiently serious to cause suspension of the Subcontractor from the provision of the Services then the Contracting Authority shall be notified immediately.
- 7.5. The Contracting Authority reserves the right to add, keep or remove Subcontractors from a Supplier's Supply Chain and to specify the number of Subcontractors required.
- 7.6. The Supplier is responsible for the provision of regular updates and feedback on the Contracting Authority to the Subcontractors within the Supply Chain, so that they can understand and meet the needs of the Contracting Authority.
  - 7.6.1. This may include provision of information on numbers and types of Temporary Workers required, known peaks in demand for requirements in specific person specifications as defined in Appendix A - Person Specification.
- 7.7. The Supplier shall ensure that it puts in place and maintains throughout the Framework Period and the duration of all Call-Off Contracts, robust systems and procedures for the management of Subcontractors utilised by the Supplier in relation to the Framework Contract.
  - 7.7.1. Management systems shall include, but not be limited to, quarterly audits and any additional spot checks (as and when specified by the Authority or Contracting Authority) of the Sub-Contractor's compliance with relevant policy

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and Law, the Call-Off Contract and the Order Form including aspects such as Temporary Worker compliance checks, service delivery and price management.

- 7.8. The Supplier shall ensure that the work carried out by Subcontractors is delivered in the manner and to the standard required by this Framework Contract and any Call-Off Contract entered into pursuant to it.
- 7.9. The Supplier shall agree to take full responsibility for any failures of its Subcontractors in relation to the delivery of service, Temporary Worker compliance, policy and Law. Serious failure of any of these aspects by a Subcontractors may result in the suspension or removal of the Supplier from the Framework Contract.

## 8. Ordering of Temporary Workers

- 8.1. The Supplier shall be responsible for all elements of booking management, as defined by the Contracting Authority. This shall include, as a minimum:
- 8.1.1. A facility for Contracting Authority's Authorised Users to request a Temporary Worker by a method defined by the Contracting Authority prior to the commencement of the Call-Off Contract. The Contracting Authority may use the Order Form at Annex 1 of Schedule 7 - ordering procedure, award criteria and Order Form.
- 8.1.2. Provide all necessary information at the time of request in a format agreed by the Contracting Authority.
- 8.1.3. Provision of Temporary Workers that meet the job description and person specification (or equivalent) as specified by the Contracting Authority.
- 8.1.4. Submit a completed Temporary Worker compliance checklist (Appendix B) confirming that the Temporary Worker has been assigned for all bookings.
- 8.1.5. Endeavours to fill the requirement as outlined in the Call-Off Contract and confirm to the Contracting Authority any requirements which cannot be met within the timescales as shown below.
- 8.1.6. respond to all booking requests within the following response timescales

Urgency of Assignment request	Response Timescale
Temporary Workers required to commence an Assignment within:	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

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- 8.1.7. The Supplier shall provide an electronic booking system which will be available 24 hours/day, 365 days per year, from the commencement of the Framework Contract. Any planned downtime shall be agreed in advance with the Contracting Authority, with no less than 48 hours' notice.
- 8.1.8. The Supplier shall provide a telephone booking service fully available between 8am and 6pm. The service shall have an out of hours booking service available between 6pm and 8am, accessible free of charge by a dedicated telephone number for out of hours bookings.
- 8.1.9. 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.
- 8.1.10. The Supplier shall provide the Contracting Authority with a recent and clear photo ID of the Temporary Worker, to enable the Contracting Authority's Authorised User to confirm that the person they are expecting to fill the Assignment is the correct person.
- 8.1.11. Prior to the commencement of all Assignments, the Temporary Worker must produce, to the Supplier, their original current and valid personal identification documents to enable them to start the Assignment.
- 8.1.12. Where required, the Supplier shall:
  - 8.1.12.1. Provide clear copies of any of the information it has received or obtained to enable the Contracting Authority's Authorised User to validate that the Temporary Worker has satisfactorily undergone the relevant safeguarding and employment checks required; and
  - 8.1.12.2. Advise the Temporary Worker of the requirement to provide clear copies of any of the information required by the Contracting Authority to validate that the relevant safeguarding and employment checks have been carried out satisfactorily.
- 8.1.13. The Contracting Authority shall reserve the right to reject Temporary Workers or Worker-Seekers as unsuitable. Feedback will be provided to the Supplier by the Contracting Authority's Authorised User as to the reasons for the decision.
- 8.1.14. Should the Contracting Authority reject a Candidate who fulfils all of the requirements, and who is subsequently introduced by a different agency and engaged by the Contracting Authority, then the Contracting Authority shall be liable for an introduction fee in accordance with section 12.

## **9. Cancellation of Assignment**

- 9.1. Unless otherwise agreed between the Supplier and the Contracting Authority in writing, the Contracting Authority 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.

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- 9.2. If the Contracting Authority cannot comply with the timeframe the Contracting Authority shall pay twenty five (25) percent of the cost of the first day of the Assignment or where the Assignment is less than one (1) day, twenty five (25) percent of the total cost of the Assignment and in both cases, this charge only applies where the Temporary Worker cannot be placed elsewhere.
- 9.3. On occurrence of the above, the money must be paid to the Supplier so that they can make the relevant payment to reimburse the Temporary Worker.
- 9.4. For ongoing Assignments lasting two weeks or more and where there are no performance or other issues with the Temporary Worker, the Contracting Authority shall provide seven (7) days' notice to terminate the Assignment.
- 9.5. Once an Assignment has been accepted the Supplier shall notify the Contracting Authority In writing no later than four (4) hours before the commencement of the Assignment of the need to cancel the agreed Assignment.
  - 9.5.1. The Supplier shall provide a suitable replacement Temporary Worker at the expense of the Supplier. The Contracting Authority reserves the right not to accept the replacement Temporary Worker.
  - 9.5.2. Unless otherwise agreed between the Parties In writing, if the Supplier cannot comply with the requirements of paragraph 9.5.1 at least four (4) hours before the commencement of the Assignment, then the Supplier shall pay for twenty five (25) percent of the cost of the first day, or where the Assignment is less than one (1) day, twenty five (25) percent of the total cost of the Assignment cancelled.
  - 9.5.3. Both Parties agree that the payment from the Supplier shall be a genuine pre-estimate of the losses incurred by the Contracting Authority in such circumstances.
  - 9.5.4. Temporary Workers who do not attend their appointed Assignment shall, for the purpose of this Framework Contract, be considered a cancellation of appointment.
  - 9.5.5. The Supplier shall keep data on the numbers and reasons for such cancellations, and shall provide the Contracting Authority with a copy of this information upon request.
- 9.6. Repeated cancellations may result in the Supplier being suspended from the provision of the Services under the Call-Off Contract in accordance with paragraph 10 of the Core Terms.
- 9.7. In the event that the Contracting Authority rejects the Temporary Workers from the Assignment under 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 is located within Scotland, the Contracting Authority will provide sufficient information to the Supplier to allow it to discharge its statutory obligations.

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- 9.7.1. In such cases, the Supplier shall also inform all relevant parties that may require this information, for example, relevant professional bodies, the police etc.
- 9.8. If the Contracting Authority considers that the performance of the Temporary Worker does not meet requirements/standards as set by the Contracting Authority, the Contracting Authority may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment (and the Contracting Authority premises) immediately, or by directing the Supplier to remove the Temporary Worker.
- 9.9. In the event that a Temporary Worker is rejected by the Contracting Authority 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:
  - 9.9.1. If the Temporary Workers in question is offered another Assignment within that Contracting Authority organisation, then the Contracting Authority shall be made aware of any previous reports on the Temporary Workers performance.
- 9.10. Where the Supplier is made aware In writing by the Contracting Authority 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 resolved by the Supplier and agreed In writing by the Contracting Authority.

### Cancellation of Order and Rejection of Work-Seekers (Fixed Term)

- 9.11. If it transpires that the Work-Seeker introduced:
  - 9.11.1. Rejects the fixed term Assignment or
  - 9.11.2. Does not attend the fixed term Assignment
  - 9.11.3. Terminates the Assignment after the start date but prior to the end date, or is terminated by the Contracting Authority before the end date of the fixed term Assignment then the Supplier shall refund a percentage of the introduction fee for each complete week not worked by the Work-Seeker.
- 9.12. The Contracting Authority may terminate the fixed term Assignment if it transpires that the Work-Seeker introduced:
  - 9.12.1. is found to not meet the defined requirements for the Assignment; or
  - 9.12.2. is found to not have correct and valid credentials that would allow them to work and carry out the fixed term Assignment; or
  - 9.12.3. is found to have knowingly withheld information or provided false or misleading information, or

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- 9.12.4. The Assignment for which the Work-Seeker was hired no longer exists and/or the Work-seeker is no longer required.
- 9.13. The date the Work-Seeker ceases to work or would have ceased to work for the Contracting Authority, but for any period of garden leave or payment in lieu of notice, whichever is later, shall be considered the termination date.
- 9.14. In the event that the Contracting Authority rejects a Work-Seeker under circumstances which would require the Contracting Authority to provide information to the Independent Safeguarding Authority (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 (see 6.9), or Protecting Vulnerable Groups (Scotland) Act 2007 (<https://www.mygov.scot/pvg-scheme/>) where the Contracting Authority is located within Scotland, the Contracting Authority shall provide sufficient information to the Supplier to allow it to discharge its own statutory obligations.
  - 9.14.1. The Supplier shall be responsible for informing all Relevant Authorities in cases such as this.
- 9.15. In order to qualify for the refund referred to in paragraph 9.11 above, the Contracting Authority shall:
  - 9.15.1. In cases of non-commencement or termination with cause, notify the Supplier in writing within seven (7) Working Days of its termination or non-commencement, or,
  - 9.15.2. In cases where the Work-Seeker is terminated due to no longer being required, the Contracting Authority shall provide four (4) weeks-notice to the Supplier in writing, to allow the Supplier time to re-deploy the Work-Seeker.
  - 9.15.3. Allow the Supplier four (4) Weeks from the date of the notice of non-commencement or termination in which to find a suitable Replacement Candidate
- 9.16. If after four (4) Weeks from the date of the notice no suitable Replacement Candidate is found, the Contracting Authority will then be eligible for a refund of the Employment Agency fee.
- 9.17. If subsequent to the Contracting Authority receiving a refund the Work-Seeker is re-engaged by the Contracting Authority within a period of six (6) Months from the date of termination, then the refund shall be repaid to the Supplier
- 9.18. The Contracting Authority will not be entitled to any further refunds in relation to the re-engagement of the Work-Seeker.

## 10. Management of Temporary Workers

### Temporary Worker Annual Appraisal

- 10.1. 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 Contract, for appraisal and revalidation.



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- 10.2. The Supplier shall support the Contracting Authority in addressing the requirements and provide a cost effective, legal method of managing these regulatory requirements.
- 10.3. Where the Temporary Worker is not subject to an annual appraisal by the Contracting Authority, the Supplier shall appoint or nominate a suitable Appraiser to conduct the Temporary Workers annual appraisal.
- 10.4. The Supplier shall record the outcome of the appraisal in writing.

### Fixed Term Work-Seeker Only – Induction and Performance

- 10.5. The Worker-Seeker shall be in direct employment of the Contracting Authority from the time the Worker-Seeker reports to begin the fixed term Assignment and throughout the duration of the Assignment.
- 10.6. The Supplier must ensure (where required by the Contracting Authority) that an Induction Pack is provided to the Worker-Seeker to provide basic information about working in that location, to include all appropriate health and safety information in advance of the Assignment with the Contracting Authority.
  - 10.6.1. The Contracting Authority reserves the right to provide this material to the Fixed Term Worker at the start of their Assignment.

### Temporary Worker obligations

- 10.7. The Supplier shall ensure that the Temporary Worker is advised of their need to immediately inform the Supplier if:
- 10.8. 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, or their relevant professional and regulatory Authority.
- 10.9. Where the Temporary Worker reports any such investigation or prosecution that results in a change in criminal status, then in addition to any other reasonable action required, the Supplier must immediately inform the Contracting Authority and comply with the Contracting Authority's policies and procedures regarding such matters.
- 10.10. If the Temporary Worker fails to reasonably comply with the policies and procedures of the Contracting Authority regarding the matter being investigated, the Supplier shall not introduce that Temporary Worker to the Contracting Authority (and as appropriate any other Contracting Authority under the Framework Contract) until such time that the matter has been satisfactorily resolved; or
- 10.11. Where the Temporary Worker is suspended by the relevant professional and regulatory authority or;
- 10.12. The Temporary Worker has become injured or has been diagnosed with a medical condition. The Supplier shall ensure that the Contracting Authority is immediately made aware of the identity of the Temporary Worker and the injury or medical condition (or a history of such injury or medical condition).

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- 10.13. The Supplier shall make reasonable endeavours to immediately supply a replacement Temporary Worker if the assigned Temporary Worker is declared not fit for employment by the Supplier's occupational health service provider, or if the Contracting Authority reasonably requests that the Temporary Worker is not involved in the provision of the Services or;
- 10.14. Suppliers shall ensure that Temporary Workers immediately report a pregnancy so that the Temporary Worker is not exposed to any working conditions which could cause risk to either themselves or to the pregnancy. The Supplier shall ensure that the Contracting Authority is also immediately informed so that any necessary adjustments to duties can be made.
- 10.15. The Supplier shall advise the Temporary Worker of the expected behavioural standards of the Contracting Authority while on the Assignment, which are supplementary to the code of professional conduct as set out by the relevant professional and regulatory authority. If agreed otherwise, the Contracting Authority may undertake this action.
- 10.16. The Supplier shall advise the Temporary Workers that at all times they must:
  - 10.16.1. Conduct themselves in an appropriate and professional manner;
  - 10.16.2. Keep confidential any information received about patients or clients;
  - 10.16.3. Be honest and act with integrity;
  - 10.16.4. Abide by the Working Time Regulations 1998 (and any subsequent amendments or re-enactment thereof);

### Prior to the Assignment the Temporary Worker must:

- 10.16.5. Keep the Supplier informed about their availability;
- 10.16.6. Inform the Supplier if a shift has been booked directly with the Contracting Authority and obtain a reference number;
- 10.16.7. Declare to the Supplier that they are fit to work at that time, i.e. including, but not limited to, declaring that they do not suffer from any medical conditions which would prevent them from being hired in accordance with the policies and procedures of the Contracting Authority;
- 10.16.8. Keep their mandatory training and appraisals up to date;
- 10.16.9. Inform the Supplier as soon as they are aware they are unable to attend an Assignment.

### On arrival at the Assignment the Temporary Worker must:

- 10.16.10. Be punctual and ready to commence work at the start of the Assignment;
- 10.16.11. Present themselves professionally in accordance with the uniform or dress code policy of the Contracting Authority;
- 10.16.12. Identify who is the supervisor during the Assignment and what the duties will be during the Assignment.

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10.16.13. Adhere to the Health and Safety codes of Practice as outlined by the Contracting Authority.

10.16.14. At all times wear valid photo ID and confirm their identity.

### During the Assignment the Temporary Worker must:

10.16.15. Have the care, well-being and safety of patients and the Contracting Authority as their first concern;

10.16.16. Shall work as directed by the supervisor and shall follow all reasonable requests, instructions, policies, procedures, standards and rules of the Contracting Authority.

10.16.17. Shall adhere to the health and safety requirements of the Contracting Authority at all times and work within the culture and values of the Contracting Authority.

10.16.18. Work collaboratively and communicate effectively with the Contracting Authority's clinical areas or department's own staff;

10.16.19. Treat all patients/Contracting Authorities /visitors with dignity, courtesy, respect and with due regard to age, gender, race, religion, physical and mental condition;

10.16.20. Only undertake work and tasks that they are competent to perform, if they are required to do something they are not competent to perform, the Temporary Worker shall inform the supervisor;

10.16.21. Move to a different area during the Assignment if requested to do so by the Contracting Authority due to patient/other needs and ensure that the Contracting Authority is aware if they are concerned that they are not competent to work in the new area;

10.16.22. 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;

10.16.23. Report to their supervisor and/or the Supplier any concerns they may have about possible fraud;

10.16.24. Report to the supervisor and/or the Supplier if they feel they are being treated unfairly or inappropriately during the Assignment;

10.16.25. Not make unnecessary use of the Authority's assets/equipment in connection with the discharge of the Assignment;

10.16.26. Not act in a manner likely to discredit the Contracting Authority.

### At the end of the Assignment the Temporary Worker must:

10.16.27. Hand over the work to their supervisor, or the person taking over from them, and report any adverse incidents that have occurred;

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- 10.16.28. Make accurate and legible records of what they have done before they leave, printing their name, role and identifying themselves as the assigned Temporary Worker;
- 10.16.29. Return any property or other resources obtained during the course of the Assignment;
- 10.16.30. Not falsify records, timesheets, expenses or attempt to defraud the Contracting Authority in any way;
- 10.16.31. Complete their timesheet accurately and thoroughly and have it signed by the Contracting Authority's representative.
- 10.16.32. Upon completion, or as soon as practicable thereafter, of the Temporary Workers Assignment, the Supplier shall ensure that it completes an end of Assignment Assessment Report in respect of the Temporary Workers performance during that Assignment. An example form is set out in Appendix C – End of Assignment Assessment Report.

### Security Requirements and Data Access

- 10.17. The Supplier shall advise the Temporary Worker of their need to comply with all relevant security measures and procedures of the Contracting Authority, in relation to the premises of the Contracting Authority during the Assignment.
  - 10.17.1. The Contracting Authority will provide copies of written security procedures to the Supplier on request.
  - 10.17.2. At the Contracting Authority's discretion, they may authorise Temporary Workers access to certain computer systems, programs and data whilst on Assignment. Prior to the Assignment, the Supplier is responsible for insuring that the Temporary Workers are informed that they should not attempt to access data or programmes without prior agreement from the Contracting Authority, and adhere to the policies and procedures of the Contracting Authority at all times.
- 10.18. If required, the Supplier shall ensure that the Temporary Worker signs a confidentiality agreement provided by the Contracting Authority, prior to the commencement of the Assignment. This signed confidentiality agreement must be filed with the Temporary Workers personnel records.
- 10.19. The Supplier agrees and acknowledges that the Temporary Workers standard of dress and hygiene whilst on the Assignment is in accordance with the policies, procedures and standards of the Contracting Authority.
- 10.20. The Contracting Authority reserves the right to require, where appropriate, a change in Temporary Workers dress. If the Temporary Worker is required to wear personal protective equipment (PPE) as part of an Assignment, unless agreed otherwise with the Contracting Authority, it will be the responsibility of the Supplier to ensure that they are provided with the relevant PPE, at no extra cost to the Temporary Worker or the Contracting Authority, as per Health and Safety Guidelines.
  - <http://www.hse.gov.uk/vulnerable-workers/agency-temporary-workers.htm>

## **11. Temporary Worker Charges**

- 11.1. The Contracting Authority will only pay Contract Charges relating to the Services delivered by the Supplier which are the subject of a valid Order. The Supplier shall decline to provide the Services where the Order has not been received from an Authorised User.
- 11.2. All invoices to Contracting Authority should be clear, accurate and transparent containing as a minimum, Temporary Worker pay rate, statutory contributions and Supplier Fee, all broken down as separate line items.
- 11.3. The Supplier shall reduce or cancel the Contract Charges for the time worked by the Temporary Worker on an Assignment with the Contracting Authority if it transpires that the Temporary Worker has been rejected in accordance with any of the following instances:
- 11.4. the Contracting Authority has asked the Temporary Worker to leave the Assignment or has directed the Supplier to remove the Temporary Worker from the Assignment; and/or if it transpires that the Temporary Worker:
  - 11.4.1. Fails to attend an Assignment at the reporting time agreed in writing between the Contracting Authority and the Supplier; or
  - 11.4.2. Is rejected within a trial period for specified Assignments, where such a trial period has been agreed in writing between the Contracting Authority and the Supplier; or
  - 11.4.3. 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
  - 11.4.4. Rejects the Assignment or does not attend the Assignment; or
  - 11.4.5. Is found to not have the defined requirements for the role; or
  - 11.4.6. Is found to not have correct and valid credentials that would allow him to legally work and carry out the Assignment; or
  - 11.4.7. Is identified by the Contracting Authority as unfit to work or not being capable of carrying out the majority or all of the specified tasks or activities required pursuant to the Assignment, safely and to the Contracting Authority's necessary standards; or
  - 11.4.8. 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.
- 11.5. Unless otherwise agreed in writing and in advance with the Contracting Authority, the Contracting Authority shall not be liable 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 provided in the provision of the Services are aware of this.

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- 11.5.1. Temporary Workers may receive, at the discretion of the Contracting Authority, reimbursement for miles travelled on business.
- 11.6. The Contracting Authority shall notify the Supplier of any offer of employment it makes to the Temporary Worker.

## 12. Transfer Fees

- 12.1. Subject to further details as set out in paragraph 12.13 and subject to the Conduct of Employment Agencies and Employment Businesses Regulations 2003, a supplier who operates an Employment Business can charge transfer fees to Contracting Authorities in the following circumstances only:
  - 12.1.1. Where a Contracting Authority is supplied a Temporary Work-Seeker who is then taken on permanently by the Contracting Authority (temp-to-perm fees);
  - 12.1.2. Where Contracting Authority ceases to use the services of an Employment Business but wish to retain the Temporary Work-Seeker. This would mean that the Temporary Work-Seeker would have to change employers to be supplied by the Employment Business that the Contracting Authority wishes to use (temp-to-temp fees)
  - 12.1.3. If the Contracting Authority introduces a Temporary Work-Seeker to a third party organisation and the Temporary Work-Seeker takes up employment with the third party organisation (temp-to-third-party fees)

### Temp to Temp and Temp to Perm Transfer Fees

- 12.2. Suppliers that are Employment Businesses can charge Transfer Fees as long as, during or following the most recent Assignment of the relevant Temporary Work-Seeker, the Contracting Authority has first been given the option by the Supplier, to have that Temporary Work-Seeker supplied by the Supplier for a further period of four (4) full weeks from when the Contracting Authority provides notice in writing (“the Extended Hire Period”) and the Contracting Authority has not utilised this option.
- 12.3. The Supplier cannot charge a Transfer Fee when an Assignment’s duration is twelve (12) Working Weeks or more, providing the Contracting Authority has given the appropriate notice period (“the Extended Hire Period”) of at least four (4) weeks.
- 12.4. A Supplier of Temporary Work-Seekers can only charge Transfer Fees in accordance with paragraphs 12.9 to 12.12, where the transfer takes place within:
  - 12.4.1. Eight (8) weeks from the start of the first Assignment with the Contracting Authority
    - 12.4.1.1. If the Contracting Authority makes a Temporary Worker permanent within the first eight (8) weeks of an Assignment.
    - 12.4.1.2. From week eight (8), the Contracting Authority may utilise the extended hire period of 4 weeks and no transfer fee will be payable.
    - 12.4.1.3. A Contracting Authority may provide the appropriate notice period anytime up to the end of the eighth working week and take the

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Temporary Worker permanently without a Transfer Fee at the end of twelve (12) Working Weeks. For example, if notice was given at week (six) 6, then the notice period would be six (6) weeks, taking it to the end of twelve (12) working weeks. See appendix section, Table 1 – Transfer Fee: Supplier Fee Sliding Scale.

- 12.4.2. Four (4) weeks from the end of any Assignment
- 12.5. If the Contracting Authority hires the Temporary Worker within four (4) weeks of the end of the Assignment, then a Transfer Fee will be payable.
- 12.6. If there has been more than one Assignment with a break of more than forty two (42) days between Assignments the later Assignment is then taken as the first Assignment. Where the break is less than forty two (42) days then the date of the first Assignment will be taken into account.
- 12.7. Where the Contracting Authority wishes to exercise the option to Engage the Temporary Work-Seeker for an Extended Hire Period:
  - 12.7.1. The Contracting Authority must notify the Supplier of this in writing
  - 12.7.2. The Temporary Worker must have been in place for a minimum of eight (8) weeks
  - 12.7.3. The Supplier must continue to supply the Temporary Worker for four (4) full weeks, at the same agreed rate which applied prior to the Contracting Authority opting to use the Extended Hire Period, unless prevented from doing so for reasons that are not in any way the Supplier's fault.
    - 12.7.3.1. If the Temporary Worker takes holiday and/or sick leave within this period, then the period will be extended until four (4) complete weeks have been worked.

### Temp-to-third party Transfer Fees

- 12.8. If a Supplier has provided a Temporary Work-Seeker to a Contracting Authority and the Contracting Authority subsequently introduces the Temporary Worker to a third party, then that Supplier can charge a Transfer Fee following the same rules as temp-perm or temp-to-temp fees.

### Calculating Transfer Fees

- 12.9. Where Transfer Fees are applicable, the Transfer Fee payable will be calculated in accordance with Framework Schedule 3 - Framework Prices and based on the agreed rate and work pattern for the Temporary Worker.
- 12.10. Where a Temporary Worker is taken on permanently by the Contracting Authority after having been on an Assignment for a period of twelve (12) Working Weeks or longer, but the Extended Hire period was not used, the Supplier may charge a Transfer Fee.

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- 12.11. The Transfer fee will be equivalent to the Supplier Fee element of the total charge rate that would have been paid over the four (4) week Extended Hire period, had that option been utilised. This is applicable from week eight (8) onwards.
- 12.12. Where a Temporary Worker is taken on permanently by the Contracting Authority after having been on an Assignment for seven (7) weeks or less, and the Extended Hire period was not used, the Supplier may charge a Transfer Fee equivalent to the Supplier Fee element of the charge that would have been charged over a period of twelve (12) Working Weeks on a sliding scale basis as per Table 1 in the appendices.

### Relevant Law

- 12.13. The Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall apply to the payment of Transfer Fees.

<http://www.legislation.gov.uk/ukxi/2003/3319/contents/made>

### Work-Seeker (Fixed Term Assignments)

- 12.14. If a Contracting Authority wishes to employ the fixed-term Work-Seeker on a permanent basis, then the Supplier will charge a fee, in accordance with Framework Schedule 3 (Framework Prices, equal to the difference between the agreed fee payable for the fixed-term Work-Seeker and the fee which would have been payable had the Work-Seeker worked for a period of twelve (12) months for the Contracting Authority, for example:
- 12.14.1. After eight (8) months of fixed term employment, the Contracting Authority wishes to take the Work-Seeker permanently then the Supplier will charge a fee equal to the difference between the Assignment length and twelve (12) months, in this example the fee would be proportional to the remaining four (4) months Supplier Fee.
- 12.15. No transfer fees will be payable after twelve (12) months or longer in post, provided that:
- 12.15.1. The Extended Hire Period is used (four (4) weeks' notice)). If the notice period is not utilised, then a transfer fee will be payable. The Transfer Fee shall equate to 1/12 of the original fixed term Supplier Fee tendered for twelve (12) months.
- 12.15.2. A period of four (4) weeks has passed since the end of the Assignment.

## **13. Communications**

- 13.1. The Supplier shall be responsible for all communications with the Contracting Authority and the Contracting Authority's Authorised Users with regards to but not limited to;
- 13.1.1. HR and payroll
- 13.1.2. To liaise with hiring managers or unit leads;
- 13.1.3. Attraction, and induction; the Supplier will be responsible for all Candidate communication during the process;



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- 13.1.4. Any other agreed processes to be included in the Call-Off Contract by the Contracting Authority.
- 13.2. The Supplier will ensure that feedback is provided to the Contracting Authority, as specified in the Call-Off Contract, on the performance of the overall performance of the defined services.

### **14. Timesheets**

- 14.1. The Supplier shall provide all Temporary Workers with a timesheet that must be used whilst on an Assignment.
  - 14.1.1. The Supplier shall ensure that all timesheets are fully completed and legible (completed electronically where possible), by the Temporary Worker and approved by the Contracting Authority.
  - 14.1.2. The Supplier shall ensure all timesheets submitted by the Temporary Worker will be in accordance with Good Industry Practice and the latest guidelines regarding timesheets and/or specific measures to prevent fraud.

#### Payment to the Temporary Worker

- 14.2. The Supplier shall ensure that the Temporary Worker is paid regularly and that payments are made on a monthly basis as a minimum.
  - 14.2.1. The Supplier shall make enquiries to obtain a verified and approved timesheet to confirm that the Temporary Worker carried out the deliverables as requested by the Contracting Authority.
  - 14.2.2. The Supplier shall process each approved timesheet without delay and in accordance with the government's prompt payment policy.

### **15. Health Assurance Inspections**

#### Inspections

- 15.1. The Supplier shall submit to Health Assurance Inspections annually, and as required by the Relevant Authority. The Supplier shall work to the current NHS Employers Check Standards at all times and shall be inspected against the latest standard from the date it came into force. The Health Assurance Inspection shall:
  - 15.1.1. Test the design adequacy of key processes and controls the Supplier has in place to enable the overall provision of compliant Temporary Workers to the standards set out in paragraph 5 (Temporary Worker compliance requirements) and this Contract, including those processes undertaken for and by Subcontractors; and
  - 15.1.2. Test the effectiveness of controls when operated.
  - 15.1.3. The Supplier shall be required to provide evidence that pre-employment checks have been conducted in accordance with paragraph 6 and the NHS Employers Check Standards. The Supplier may be required to provide documentary evidence including but not limited to:

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- 15.1.3.1. Assignment checklist;
  - 15.1.3.2. Identification documentation (e.g. passport, driving licence, photographic ID card);
  - 15.1.3.3. Proof of address (e.g. bank statements, utility bills etc.);
  - 15.1.3.4. Proof of registration with applicable registering body;
  - 15.1.3.5. Proof of qualification;
  - 15.1.3.6. Confirmation of completion of mandatory training;
  - 15.1.3.7. Confirmation of training undertaken in accordance with UK Core Skills Training Framework Contract;
  - 15.1.3.8. CV confirming full Temporary Worker work history;
  - 15.1.3.9. Employer references covering the required period;
  - 15.1.3.10. Proof of right to work in the UK;
  - 15.1.3.11. Complete Work Health Assessments;
  - 15.1.3.12. UK police and criminal records check (DBS); and
  - 15.1.3.13. Overseas police check where appropriate.
- 15.2. For full details of allowable evidence, Supplier should refer to NHS Employers Check Standards:  
<https://www.nhsemployers.org/your-workforce/recruit/employment-checks>
- 15.3. 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 Temporary Worker record is found to not fully comply with the requirements as set out in paragraph 5.
- 15.4. 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.

### Health Inspection Grades

- 15.5. 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 when placing a Call-Off Contract.

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### Appendix A - Person Specifications

A wide range of Temporary Workers are required under this Framework Contract. The Supplier must be able to source, introduce and manage the effective provision of all Temporary Workers required by the Contracting Authority across the Contracting Authority's organisation (as appropriate and relevant to the Lot which the Supplier has been appointed to supply under the Framework Contract).

The types of roles to be supplied under each Lot can be found within the attached document below. This is not exhaustive and other non-clinical Temporary Worker related roles outside of this list may also be required, provided that all such additional roles shall be merely different titles. These roles shall be within the scope of the Services in the Framework Contract.

Where there is any discrepancy between the roles provided below and the role specified by the Contracting Authority, the precise requirements shall be clarified by the Contracting Authority and detailed in writing under the relevant Call-Off Contract.



2c Schedule 1 -  
Appendix A - Person Specifications

For NHS job profiles, please see: <https://www.nhsemployers.org/your-workforce/pay-and-reward/job-evaluation/national-job-profiles>

### Appendix B – Compliance Checklist

The Supplier shall provide the Contracting Authority with a completed Assignment checklist containing the information set out in the attachment below when confirming a booking.



2d Schedule 1 -  
Appendix B - Agency Specifications

### Appendix C – End of Assignment Assessment Report

The Supplier shall ensure that all end of Assignment assessment reports contain the information set out in the attachment example below:



2e Schedule 1 -  
Appendix C - End of Assignment Assessment Report

### Appendix D – Certificate of Fitness for Placement

The Supplier shall provide the Contracting Authority with a completed certificate of fitness for placement for Candidates in a patient facing role, or where the Candidate has been referred to an occupational health specialist prior to commencing an Assignment. A best practice template illustrating the minimum information that should be obtained is set out in the attachment below:



2f Schedule 1 -  
Appendix D - Certifica

### Appendix E – NHSI Regions

1. List of regions as defined by NHS Improvement. Suppliers will complete this form to demonstrate the regions in which they are able to supply. This information will be built into an award support tool to enable Contracting Authority's to narrow down the list of Suppliers to those who are able to fulfil their requirement.



2g Schedule 1 -  
Appendix E - NHSi Re

### Appendix F – Skills matrix

1. List of specialisms within each Lot. Suppliers will complete this form to demonstrate the specialisms that they are able to supply within each Lot. This information will be built into an award support tool to enable Contracting Authority's to narrow down the list of Suppliers to those who can fulfil their requirement.



2h Schedule 1 -  
Appendix F - Skills Ma

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**Table 1 – Transfer Fee: Supplier Fee Sliding Scale**

