

Schedule 5 - Specification and Tender Response Document

- 1 The Authority is seeking to establish a Framework Agreement for the supply of Clinical and Healthcare Staff.
 - 1.1. The supply of Work-Seekers or Temporary Work-Seekers will be available through Lots 1 – 6 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 Agreement is used to describe both “Work-Seekers” and “Temporary Work-Seekers”.
 - 1.5. N/A - Removed
 - 1.6. N/A - Removed
 - 1.7. N/A - Removed
 - 1.8. 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
 - 1.9. Contracting Authorities from across the public sector are able to access this Framework Agreement.
 - 1.10. All links within this specification may be subject to updates.

2. Description of Lots

- 2.1. Sub-contracting is permissible only in the event of Neutral or Master Vendor supply. Sub-contracting is as outlined in the Terms and Conditions.
- 2.2. The Framework Agreement Lots are as follows:

Lot number	Lot Name
1	Nursing & Midwifery Staffing
2	Medical & Dentistry Staffing
3	Allied Health Professionals & Health Science Services Staffing
4	Emergency Services Staffing
5	Social Care Staffing
6	Neutral Vendor Services
7	N/A- Removed
7a 7b 7c	N/A - Removed
	N/A - Removed
	N/A - Removed



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2.3. For information pertaining to lots 1 – 6 (Temporary supply), please refer to Part A of Schedule 5 – Specification.

2.4. N/A - Removed

3. Multidisciplinary Matrix (Lots 1 – 5)

3.1. Suppliers appointed to 2 or more of lots 1 – 5 will be included in the Multidisciplinary Matrix.

3.2. The Multidisciplinary Matrix allows Contracting Authorities to source a range of job roles across more than one Lot without the need for multiple Call-off Contracts. The Multidisciplinary Matrix is used to establish which Supplier has been awarded multiple Lots to enable Contracting Authorities to place a Call-off Contract across multiple Lots with one Supplier.

3.3. The Framework Agreement Call Off procedure at Appendix A of Document 4 - Terms & Conditions applies to the Multidisciplinary Matrix.

4. Communications

4.1. 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;

4.1.1. HR and payroll

4.1.2. To liaise with hiring managers or unit leads;

4.1.3. Attraction, and induction; the Supplier will be responsible for all Candidate and Temporary Worker communication during the process;

4.1.4. Any other agreed processes to be included in the Call-Off Contract by the Contracting Authority.

4.2. The Supplier shall 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.

5. Sustainability of Services

5.1. The Supplier shall ensure that it actively promotes the means by which potential Candidates or Temporary Workers can register with the Supplier. Upon request, the Supplier shall provide evidence of the processes it has used for sustaining its overall ability to deliver the Services under the Call-off Contract.

5.2. The Supplier shall run periodic sessions at Contracting Authority specified Premises or Locations to:

5.2.1. Explain the registration process and to encourage potential Candidates or Temporary Workers participation under individual Call-off Contracts with the Contracting Authority.

5.2.2. Increase the capabilities of potential Candidates or Temporary Workers by running training programmes in conjunction with the Contracting Authority. Where any additional costs may be incurred by running such training programmes, this will be specified and agreed at Call Off.

PART A – Agency Staffing – Lots 1 - 6

6. Master and Neutral Vendor Models (Lots 1 – 6)

- 6.1. Master Vendor services are enabled across Lots 1 – 5. Neutral Vendor services are enabled in Lot 6 only.
- 6.2. A Master Vendor takes overall responsibility for providing Contracting Authorities with their Temporary Worker needs. The Master Vendor shall provide Temporary Workers directly from their own resource pool and may make up any shortfall by managing supplementary supply from a Sub-contractors 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.
 - 6.2.1. The Master Vendor shall manage supply of Clinical and Healthcare Staff from both Employment Businesses and Employment Agencies for temporary Assignments or engagement by Contracting Authorities in accordance with all legislative and regulatory requirements.
 - 6.2.2. 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 Agreement.
- 6.3. 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.
 - 6.3.1. The Neutral Vendor shall manage supply of Clinical and Healthcare Staff Workers from both Employment Businesses and Employment Agencies in all job categories as detailed in the NHS National Job Profiles, for temporary Assignments or engagement by Contracting Authorities.
 - 6.3.2. 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.
 - 6.3.3. 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 Agreement, 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 Agreement and any Call-Off Contract pursuant to it
 - Compliant with all relevant legislative and regulatory requirements.
 - Adhere to the Framework Agreement pricing model and NHS England NHS Improvement Caps
 - 6.3.4. The Authority requires the Supplier to impose obligations on the Employment Businesses and Employment Agencies which are no less than those imposed on the Supplier under this Framework Agreement.



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7. Mandatory Service Requirements (Lots 1 – 6)

- 7.1. All mandatory service requirements shall be provided by the supplier upon the commencement date of any Call-Off Contract.
- 7.2. Each of the 6 Lots includes a category of roles which fall under the NHS National Job Profiles:
<https://www.nhsemployers.org/pay-pensions-and-reward/job-evaluation/national-job-profiles>
<https://www.nhsemployers.org/pay-pensions-and-reward/medical-staff>
- 7.3. The Supplier shall provide Clinical and Healthcare Staff for Assignments that may require attendance at any time.
- 7.4. 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 Agreement and the resulting Call-Off Contracts.
- 7.5. 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 Agreement. 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.

8. Temporary Worker Compliance Requirements

Employment Check Standards

- 8.1. 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.
- 8.2. 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.
- 8.3. For NHS Contracting Authorities, the Supplier shall ensure that Temporary Workers supplied are compliant with the requirements specified in NHS Employers Check Standards:
 - 8.3.1. Identity checks;
 - 8.3.2. Professional Registration and Qualification checks;
 - 8.3.3. Employment History and Reference checks;
 - 8.3.4. Right to Work checks;
 - 8.3.5. Work health assessments;
 - 8.3.6. Criminal Record checks; and
 - 8.3.7. Appraisal and Revalidation checks.



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- 8.4. 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>



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8.5. 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>

8.6. 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>

8.7. 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.

8.8. 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

8.9. 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

8.10. 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

- <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>

8.11. 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.

8.12. 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 responsibilities defined within the Framework Agreement, Call-Off Contract, applicable

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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>.

<https://www.nhsemployers.org/pay-pensions-and-reward/medical-staff>

- 8.13. For NHS Contracting Authorities the Supplier shall ensure that Temporary Workers are fully trained in accordance with the UK Core Skills Training Framework Agreement: [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)
- 8.14. 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.
- 8.15. 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.
- 8.16. Details of all other statutory or mandatory training requirements will be identified as appropriate by the Contracting Authority.
- 8.17. 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.
- 8.18. 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.

Appraisal and Revalidation

- 8.19. All workers should be subject to an annual appraisal by a more senior practitioner of the same discipline (Appraiser) in accordance with the latest Professional Body's requirements or framework for Appraisal and revalidation.
- 8.20. Appraisal and revalidation checks shall be conducted in line with the seven (7) key principles and core values that guide the NHS (the 'NHS Constitution') (see www.nhs.uk/NHSEngland/thenhs/about/Pages/nhscoreprinciples.aspx) and latest guidance:
 - 8.20.1. For Nursing and Midwifery <http://www.nmc.org.uk>;
 - 8.20.2. For Doctors <https://www.gmc-uk.org>;
 - 8.20.3. For Dental workers <https://www.gdc-uk.org>;
 - 8.20.4. For Health and Care professionals <https://www.hcpc-uk.org>



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- 8.20.5. Other Good Industry Practice, where the Job Role of the Temporary Agency Worker supplied for hire is not covered by an appropriate Professional Body, such as GCC or GDC or GMC or GPhC or GOC or GOSC or HCPC or NMC etc.
- 8.20.6. Indemnity arrangement checks in line with the Health Care and Associated Professions (Indemnity Arrangements) Order 2014
<http://www.legislation.gov.uk/ukSI/2014/1887/contents/made>.

Fitness for Placement

- 8.21. 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.
- 8.22. The Supplier shall ensure that the occupational health service provider is appointed in accordance with Paragraphs 8.26 to 8.31 and that it issues the Supplier with a certificate of fitness for placement. This certificate shall be in the form set out in Appendix C – 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 Agreement and which has been agreed in writing between the Parties.
- 8.23. 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

- 8.24. 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.
- 8.25. 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:
 - 8.25.1. prevention,
 - 8.25.2. timely intervention,
 - 8.25.3. rehabilitation,
 - 8.25.4. health assessments for work,
 - 8.25.5. promotion of health and well-being, and
 - 8.25.6. teaching and training.

- 8.26. Such providers must be Safe Effective Quality Occupational Health Service ("SEQOHS") accredited as detailed at <https://www.seqohs.org/> The Supplier shall



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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. This shall include but not be limited to, the latest Department of Health guidelines regarding healthcare Temporary Workers and health clearance/immunisation against infectious diseases.

8.27. The Supplier's chosen occupational health service provider should include, but not be limited to, the following features:

- 8.27.1. The provision of specialist confidential advice to the Temporary Worker, the Supplier and the Contracting Authority;
- 8.27.2. 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.
- 8.27.3. Any blood samples shall be taken and validated by an accredited UK laboratory;
- 8.27.4. 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;
- 8.27.5. Shall employ only suitably experienced, trained and qualified Staff, that have the suitable skills, qualifications and competencies to undertake the specified work;
- 8.27.6. 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;
- 8.27.7. 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.
- 8.27.8. 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
- 8.27.9. 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.



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8.27.10. Such providers must be Safe Effective Quality Occupational Health Service ("SEQOHS") accredited as detailed at <https://www.seqohs.org/>



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8.27.11. It is to be noted that seqohs accreditation is only applicable to Occupational Health Service Providers.

Supplier's Obligations

- 8.28. The Supplier shall meet all costs associated with all mandatory Temporary Worker compliance requirements.
- 8.29. 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;
 - 8.29.1. It makes use of Good Industry Practice;
 - 8.29.2. It complies with all legislation, regulations, guidelines, voluntary arrangements and/or codes of practice.
 - 8.29.3. 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.
- 8.30. The Supplier shall retain demonstrable evidence that the required Temporary Worker compliance requirements have been met. The Supplier shall ensure that;
 - 8.30.1. All documents are valid, current and original; and
 - 8.30.2. 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.
- 8.31. 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.
- 8.32. 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.
- 8.33. 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.
- 8.34. The Supplier shall enable access to the policies and relevant protocols of the Contracting Authority, as appropriate, for all Temporary Workers
- 8.35. The Supplier will ensure that there is only one worker profile. This profiles is to be validated by the worker in writing as being correct and authentic.

8.36. The supplier will respond to any Contracting Authority's request for a worker's reference irrespective of the workers transfer status – temp-to-temp or temp-to-permanent. 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.



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9. Service Delivery

- 9.1. The Supplier shall provide all or any combination of Temporary Workers as detailed in the NHS National Job Profiles:

<https://www.nhsemployers.org/pay-pensions-and-reward/job-evaluation/national-job-profiles>

<https://www.nhsemployers.org/pay-pensions-and-reward/medical-staff>

- 9.2. The Supplier shall be flexible in their Service provision to reflect the individual needs of Contracting Authority(s).
- 9.3. 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 requirement for Temporary Workers.

Service Delivery Discovery Work

- 9.4. 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.
- 9.5. The Contracting Authority reserves the right to not undertake works following this discovery piece of work.
- 9.6. Where discovery work is requested, the Contracting Authority may request the Supplier to provide a draft implementation plan for approval before the commencement of the services. The Contracting Authority shall advise the format and the content of the implementation plan.
- 9.7. Once the Contracting Authority has 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.
- 9.8. 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 Sub-contractors utilised in the execution of the Call-Off Contract.

10. Sub-contracting

- 10.1. The Supplier may use Sub-contractors in the delivery and execution of the Call-Off Contract as detailed in paragraph 2.1.
- 10.2. The Supplier shall be responsible for the compliance of any Sub-contractors used in accordance with the terms and conditions of this Framework Agreement, and Sub-contractors are bound by the same Terms and Conditions as the awarded Framework Supplier, including but not limited to their tendered Framework Prices.
- 10.3. 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 Sub-contractors utilised by the Supplier in relation to the



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Framework Agreement. Such management systems shall include effective monitoring of service delivery and price management approaches.

- 10.4. 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 Sub-contractor's compliance with relevant policy and Law, the Call-off Agreement and Schedule 7 – Annex 1 - Order Form and price management.
- 10.5. 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 Sub-contractor from the provision of the Services then the Contracting Authority shall be notified immediately.
- 10.6. The Contracting Authority reserves the right to add, keep or remove Sub-contractors from a Supplier's Supply Chain and to specify the number of Sub-contractors required.
- 10.7. The Supplier is responsible for the provision of regular updates and feedback on the Contracting Authority to the Sub-contractors within the Supply Chain, so that they can understand and meet the needs of the Contracting Authority.
 - 10.7.1. This may include the provision of information on numbers and types of Temporary Workers required, known peaks in demand for specific worker groups.
- 10.8. 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 Sub-contractors utilised by the Supplier in relation to the Framework Agreement.
 - 10.8.1. Management systems shall include, but not be limited to, quarterly audits and any additional spot checks of the Sub-contractor's compliance with relevant policy and Law, the Call-Off Contract and Schedule 7 – Annex 1 - Order Form including aspects such as Temporary Worker compliance checks, service delivery and price management.
- 10.9. The Supplier shall ensure that the work carried out by Sub-contractors is delivered in the manner and to the standard required by this Framework Agreement and any Call-Off Contract pursuant to it.
- 10.10. The Supplier shall agree to take full responsibility for any failures of its Sub-contractors in relation to the delivery of service, Temporary Worker compliance, policy and Law. Serious failure of any of these aspects by a Sub-contractors may result in the suspension or removal of the Supplier from the Framework Agreement.

11. Ordering of Temporary Workers

- 11.1. The Contracting Authority will complete Schedule 7 – Annex 1 - Order Form or any equivalent order form, and include as a minimum the following information:
 - 11.1.1. The identity of the Contracting Authority;
 - 11.1.2. The date the work is to commence and the likely duration of the work;
 - 11.1.3. The position the Contracting Authority is looking to fill;



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- 11.1.4. Type of work, location and hours required; and
- 11.1.5. The experience, training, qualifications necessary.
- 11.2. The Supplier shall be responsible for all elements of booking management, as defined by the Contracting Authority. This shall include, as a minimum:
 - 11.2.1. 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.
 - 11.2.2. Provide all necessary information at the time of request in a format agreed by the Contracting Authority.
 - 11.2.3. Provision of Temporary Workers that meet the job description and person specification (or equivalent) as specified by the Contracting Authority.

SUBMIT A COMPLETED TEMPORARY WORKER ASSIGNMENT CHECKLIST – APPENDIX A CONFIRMING THAT THE TEMPORARY WORKER HAS BEEN ASSIGNED FOR ALL BOOKINGS.

- 11.2.4. 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.
- 11.2.5. Respond to all booking requests within the following response timescales

Urgency of the 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

- 11.2.6. 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 Agreement. Any planned downtime shall be agreed in advance with the Contracting Authority, with no less than 48 hours' notice.
- 11.2.7. 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.



- 11.2.8. 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.
- 11.2.9. 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.
- 11.2.10. 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.
- 11.2.11. Where required, the Supplier shall:
- 11.2.11.1. 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
 - 11.2.11.2. 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.
- 11.2.12. 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.
- 11.2.13. Should the Contracting Authority reject a Temporary Worker who fulfils the requirements, and who is subsequently introduced by a different Employment Agency or Business and engaged by the Contracting Authority, then the Contracting Authority shall be liable for an introduction fee in accordance with paragraph 15.

12. Cancellation of Assignment

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.



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- 12.4. For ongoing Assignments lasting 4 weeks or more and where there are no performance or other issues with the Temporary Worker, the Contracting Authority shall provide 7 days' notice to terminate the Assignment.
- 12.5. Once an Assignment has been accepted the Supplier shall notify the Contracting Authority in writing no later than 4 hours before the commencement of the Assignment of the need to cancel the agreed Assignment.
 - 12.5.1. 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.
 - 12.5.2. Unless otherwise agreed between the Parties in writing, if the Supplier cannot comply with the requirements of paragraph 12.5.1 at least 4 hours before the commencement of the Assignment, then the Supplier shall pay for 25 percent of the cost of the first day, or where the Assignment is less than 1 day, 25 percent of the total cost of the Assignment cancelled.
 - 12.5.3. 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.
 - 12.5.4. Temporary Workers who do not attend their appointed Assignment shall, for the purpose of this Framework Agreement, be considered a cancellation of appointment.
 - 12.5.5. 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.
- 12.6. Repeated cancellations may result in the Supplier being suspended from the provision of the Services under the Call-Off Contract. 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.
 - 12.6.1. In such cases, the Supplier shall also inform all relevant parties that may require this information, for example, relevant professional bodies, the police etc.
- 12.7. 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.
- 12.8. In the event 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:



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- 12.8.1. 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.
- 12.8.2. The Supplier takes responsibility to make the Contracting Authority aware of such a rejection when the Temporary Workers in question is put forward for future Assignment in the Contracting Authority organisation in order to enable an informed decision to be made.
- 12.9. 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 been resolved by the Supplier and agreed In Writing by the Contracting Authority.

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

- 12.10. If it transpires that the Work-Seeker introduced:
 - 12.10.1. Rejects the fixed term Assignment or
 - 12.10.2. Does not attend the fixed term Assignment
 - 12.10.3. 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.
- 12.11. The Contracting Authority may terminate the fixed term Assignment if it transpires that the Work-Seeker introduced:
 - 12.11.1. is found to not meet the defined requirements for the Assignment
 - 12.11.2. is found to not have correct and valid credentials that would allow them to work and carry out the fixed term Assignment; or
 - 12.11.3. is found to have knowingly withheld information or provided false or misleading information, or,
 - 12.11.4. The Assignment for which the Work-Seeker was hired no longer exists and/or the Work-seeker is no longer required, or,
 - 12.11.5. For any other reason that is detailed in this paragraph 12.
- 12.12. 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 work seeker to pose a threat to the safety of patients, other workers or the public (for example, arising from events leading to their possible prosecution, suspension or dismissal by another employer), the Supplier will immediately stop the deployment of

the Temporary Worker until such time that the matter has been satisfactorily been resolved by the Supplier and agreed In Writing by the Contracting Authority.

- 12.13. 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.
- 12.14. In the event 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 information to the Supplier to allow it to discharge its own statutory obligations.
 - 12.14.1. The Supplier shall be responsible for informing all Relevant Authorities in cases such as this.
- 12.15. In order to qualify for the refund referred to in paragraph 12.11.3 above, the Contracting Authority shall:
 - 12.15.1. In cases of non-commencement or termination with cause, notify the Supplier in writing within 7 Working Days of its termination or non-commencement, or,
 - 12.15.2. In cases where the Work-Seeker is terminated due to no longer being required, the Contracting Authority shall provide 4 weeks' notice to the Supplier in writing, to allow the Supplier time to re-deploy the Work-Seeker.
 - 12.15.3. Allow the Supplier 4 weeks from the date of the notice of non-commencement or termination in which to find a suitable replacement Work-Seeker.
- 12.16. If after 4 weeks from the date of the notice no suitable replacement Work-Seeker is found, the Contracting Authority will then be eligible for a refund of the Employment Agency fee.
- 12.17. If subsequent to the Contracting Authority receiving a refund the Work-Seeker is re-engaged by the Contracting Authority within a period of 6 months from the date of termination, then the refund shall be repaid to the Supplier
- 12.18. The Contracting Authority will not be entitled to any further refunds in relation to the re-engagement of the Work-Seeker.

13. Management of Temporary Workers

Temporary Worker Annual Appraisal

- 13.1. 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 Agreement, for appraisal and revalidation.

- 13.2. The Supplier shall support the Contracting Authority in addressing the requirements and provide a cost effective, legal method of managing these regulatory requirements.



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13.3. 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.

13.4. The Supplier shall record the outcome of the appraisal in writing.

Fixed Term Work-Seeker Only – Induction and Performance

13.5. 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.

13.6. The Supplier shall ensure 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.

13.6.1. The Contracting Authority reserves the right to provide this material to the Fixed Term Worker at the start of their Assignment.

Temporary Worker obligations

13.7. The Supplier shall ensure that the Temporary Worker is advised of their need to immediately inform the Supplier if:

13.7.1. The Temporary Worker is currently (or has been) subject to any kind of investigation by either an NHS authority, or any other public / private healthcare authority, or their relevant professional and regulatory authority. 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. 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 Agreement until such time that the matter has been satisfactorily resolved; or

13.7.2. Where the Temporary Worker is suspended by the relevant professional and regulatory authority or;

13.7.3. 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). 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;

- 13.7.4. The Temporary Worker is/ or becomes pregnant. Where the Supplier is aware that a Temporary Workers is pregnant, the Supplier shall ensure that the Contracting Authority is informed immediately so that the Temporary Worker is not exposed to any working conditions which could cause risk to either her or her unborn child.
- 13.7.5. 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. The Supplier shall advise the Temporary Workers that they must:
- 13.7.5.1. Conduct themselves in an appropriate and professional manner;
 - 13.7.5.2. Keep confidential any information received about patients or clients;
 - 13.7.5.3. Be honest and act with integrity;
 - 13.7.5.4. Abide by the Working Time Regulations 1998 (and any subsequent amendments or re-enactment thereof)

Prior to the Assignment the Temporary Worker must:

- 13.7.6. Keep the Supplier informed about their availability;
- 13.7.7. Inform the Supplier if a shift has been booked directly with the Contracting Authority and obtain a reference number;
- 13.7.8. 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;
- 13.7.9. Keep their mandatory training and appraisals up to date;
- 13.7.10. 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:

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



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

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



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During the Assignment the Temporary Worker must:

- 13.7.16. Have the care, well-being and safety of patients and the Contracting Authority as their first concern; Shall work as directed by the supervisor and shall follow all reasonable requests, instructions, policies, procedures, standards and rules of the Contracting Authority. This includes, but is not limited to, those relating to fire, health and safety requirements, on-site security, computer systems, information security, crash call procedures, 'hot-spot mechanisms' and 'violent episode policies', control of cross infection and notifiable diseases, manual handling and matters of discipline;
- 13.7.17. Shall adhere to the health and safety requirements of the Contracting Authority and work within the culture and values of the Contracting Authority.
- 13.7.18. Work collaboratively and communicate effectively with the Contracting Authority's clinical areas or department's own staff;
- 13.7.19. Treat all patients/Contracting Authorities /visitors with dignity, courtesy, respect and with due regard to age, gender, race, religion, physical and mental condition;
- 13.7.20. 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;
- 13.7.21. 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;
- 13.7.22. 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;
- 13.7.23. Report to their supervisor and/or the Supplier any concerns they may have about possible fraud;
- 13.7.24. Report to the supervisor and/or the Supplier if they feel they are being treated unfairly or inappropriately during the Assignment;
- 13.7.25. Not make unnecessary use of the Authority's assets/equipment in connection with the discharge of the Assignment;
- 13.7.26. Not act in a manner likely to discredit the Contracting Authority.

At the end of the Assignment the Temporary Worker must:

- 13.7.27. Hand over the work to their supervisor, or the person taking over from them, and report any adverse incidents that have occurred;
- 13.7.28. Make accurate and legible records of what they have done, and leave, printing their name, role and identifying themselves as the assigned Temporary Worker.



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- 13.7.29. Return any property or other resources obtained during the of the Assignment;
- 13.7.30. Not falsify records, timesheets, expenses or attempt to defraud the Contracting Authority in any way;
- 13.7.31. Complete their timesheet accurately and thoroughly and have it signed by the Contracting Authority's representative.
- 13.7.32. 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 B – End of Assignment Assessment Report.

Security Requirements and Data Access

- 13.8. 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.
 - 13.8.1. The Contracting Authority will provide copies of written security procedures to the Supplier on request.
 - 13.8.2. 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 ensuring that the Temporary Workers are informed that they should not 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. 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.



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- <http://www.hse.gov.uk/vulnerable-workers/agency-temporary-workers.htm>



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14. Temporary Worker Charges

- 14.1. The Contracting Authority will only pay 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.
- 14.2. 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.
- 14.3. The Supplier shall reduce or cancel the 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:
 - 14.3.1. 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:
 - 14.3.1.1. Fails to attend an Assignment at the reporting time agreed in writing between the Contracting Authority and the Supplier; or
 - 14.3.1.2. 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
 - 14.3.1.3. Has been rejected as unsuitable within the first 4 hours of commencing the Assignment where the Assignment is for more than 7 hours, or within 2 hours of commencing the Assignment where the Assignment is for less than 7 hours; or
 - 14.3.1.4. Rejects the Assignment or does not attend the Assignment; or
 - 14.3.1.5. Is found to not have the defined requirements for the role; or
 - 14.3.1.6. Is found to not have correct and valid credentials that would allow him to legally work and carry out the Assignment; or
 - 14.3.1.7. 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
 - 14.3.1.8. 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.
- 14.4. The Supplier acknowledges and agrees that they shall comply with the maximum rates of the Framework Agreement and the NHSI Agency Rules when calculating Charge Rates as part of a Call Off Contract under the Framework Agreement, where that Call Off Contract is for a Contracting Authority for whom the NHSI Agency Rules apply.
- 14.5. The Supplier acknowledges and agrees that the only permitted exception to 14.4 shall be where the Supplier received written notice from the Contracting Authority that they



are invoking an override to the NHSI Agency Rules (on exceptional patient safety grounds). Where such notice is received, the pay to the Temporary Worker may exceed that set out in the NHSI Agency Rules. However, the Supplier's Agency Fee must remain in line with the original Pay Band.

- 14.6. 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.

- 14.6.1. Temporary Workers may receive, at the discretion of the Contracting Authority, reimbursement for miles travelled on business.

- 14.7. The Contracting Authority shall notify the Supplier of any offer of employment it makes to the Temporary Worker.

15. Transfer Fees

- 15.1. Subject to further details as set out in paragraph 15.13 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:

- 15.1.1. Where a Contracting Authority is supplied a Temporary Work-Seeker who is then taken on permanently by the Contracting Authority (temp-to-perm fees);

- 15.1.2. 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)

- 15.1.3. 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

- 15.2. 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 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.

- 15.3. The Supplier cannot charge a Transfer Fee when an Assignment's duration is 12 Working Weeks or more, providing the Contracting Authority has given the appropriate notice period ("the Extended Hire Period") of at least 4 weeks.

- 15.4. A Supplier of Temporary Work-Seekers can only charge Transfer Fees in accordance with paragraphs 15.9 to 15.12, where the transfer takes place within:



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- 15.4.1. 8 weeks from the start of the first Assignment with the Contracting Authority
 - 15.4.1.1. If the Contracting Authority makes a Temporary Worker permanent within the first 8 weeks of an Assignment.
 - 15.4.1.2. From the end of week 8, the Contracting Authority may utilise the extended hire period of 4 weeks and no transfer fee will be payable.
 - 15.4.1.3. A Contracting Authority may provide the appropriate notice period anytime up to the end of the eighth working week and take the Temporary Worker permanently without a Transfer Fee at the end of 12 Working Weeks. For example, if notice was given at the start of week 6, then the notice period would be 6 weeks, taking it to the end of 12 working weeks. See appendix section, Table 1 – Transfer Fee: Supplier Fee Sliding Scale.
- 15.4.2. 4 weeks from the end of any Assignment
- 15.5. If the Contracting Authority hires the Temporary Worker within 4 weeks of the end of the Assignment, then a Transfer Fee will be payable.
- 15.6. If there has been more than one Assignment with a break of more than 42 days between Assignments the later Assignment is then taken as the first Assignment. Where the break is less than 42 days then the date of the first Assignment will be taken into account.
- 15.7. Where the Contracting Authority wishes to exercise the option to Engage the Temporary Work-Seeker for an Extended Hire Period:
 - 15.7.1. The Contracting Authority must notify the Supplier of this in writing
 - 15.7.2. The Temporary Worker must have been in place for a minimum of 8 weeks
 - 15.7.3. The Supplier must continue to supply the Temporary Worker for 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.
 - 15.7.3.1. If the Temporary Worker takes holiday and/or sick leave within this period, then the period will be extended until 4 complete weeks have been worked.

Temp-to-third party Transfer Fees

- 15.8. 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

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- 15.9. Where Transfer Fees are applicable, the Transfer Fee payable will be calculated in accordance with Document 3 – Commercial Schedule. Framework Prices and based on the agreed rate and work pattern for the Temporary Worker.



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- 15.10. Where a Temporary Worker is taken on permanently by the Contracting Authority after having been on an Assignment for a period of 12 Working Weeks or longer, but the Extended Hire period was not used, the Supplier may charge a Transfer Fee.
- 15.11. The Transfer fee will be equivalent to the Supplier Fee element of the total charge rate that would have been paid over the 4 week Extended Hire period, had that option been utilised. This is applicable from the end of week 8 onwards.
- 15.12. Where a Temporary Worker is taken on permanently by the Contracting Authority after having been on an Assignment for 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 12 Working Weeks on a sliding scale basis as per Table 1 in the appendices.

Relevant Law

- 15.13. 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)

- 15.14. 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:
- 15.15. 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.
- 15.16. No transfer fees will be payable after twelve (12) months or longer in post, provided that:
- 15.17. 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.
- 15.18. A period of four (4) weeks has passed since the end of the Assignment.

16. Timesheets



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The Supplier shall provide all Temporary Workers with a timesheet that must be used whilst on an Assignment.

- 16.1.1. 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.
- 16.1.2. 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

- 16.2. The Supplier shall ensure that the Temporary Worker is paid regularly and that payments are made on a monthly basis as a minimum.
 - 16.2.1. 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.
 - 16.2.2. The Supplier shall process each approved timesheet without delay and in accordance with the governments' prompt payment policy.

17. Assurance Audits

Audits

- 17.1. The Supplier shall submit to Health Assurance Audit annually, and as required by the Relevant Authority. The Supplier shall be Audited in accordance with the current NHS Employers Check Standards, and criteria to be defined by the Relevant Authority. at all times and shall be Audited against the latest standard from the date it came into force. The Health Assurance Audit shall:
 - 17.1.1. The Supplier shall be required to provide evidence that pre-employment checks have been conducted in accordance with paragraph 8 and the NHS Employers Check Standards. The Supplier may be required to provide documentary evidence including but not limited to:
 - 17.1.1.1. Assignment checklist;
 - 17.1.1.2. Identification documentation (e.g. passport, driving licence, photographic ID card);
 - 17.1.1.3. Proof of address (e.g. bank statements, utility bills etc.);
 - 17.1.1.4. Proof of registration with applicable registering body;
 - 17.1.1.5. Proof of qualification;
 - 17.1.1.6. Confirmation of completion of mandatory training;
 - 17.1.1.7. Confirmation of training undertaken in accordance with UK Core Skills Training Framework Agreement;
 - 17.1.1.8. CV confirming full Temporary Worker work history;
 - 17.1.1.9. Employer references covering the required period;
 - 17.1.1.10. Proof of right to work in the UK;



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- 17.1.1.11. Complete Work Health Assessments;
- 17.1.1.12. UK police and criminal records check (DBS); and
- 17.1.1.13. Overseas police check where appropriate.

17.2. For full details of allowable evidence, Supplier should refer to NHS Employers Check Standards:

<https://www.nhsemployers.org/your-workforce/recruit/employment-checks>

17.3. The Authority reserves the right to adjust the content of an Audit at any time.

18. Non Mandatory Requirements (Lots 1 - 6)

Vendor Management Systems (VMS)

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

Statement of Works (SOW)

- 18.9. 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.
- 18.10. The Contracting Authority shall indicate the type, level and quality 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 Workers) in an innovative way, relevant to industry practices and methods

18.11. 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 Temporary Workers.

18.12. Upon completion of the statement of work, a conclusion document shall be provided to the Contracting Authority, detailing developments throughout the service. Details in



Crown
Commercial
Service



Procurement Partnership
The Collaboration of NHS Procurement Hubs

relation to the content of the document shall be discussed with the Contracting Authority.

- 18.13. The Supplier shall adhere to the terms of the Framework Agreement whilst undertaking SOW.

PART B – Permanent Staff and Fixed Term Contracts (Lot 7) – N/A - Removed

18.14.

Appendix A – Assignment 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.



Assignment
Checklist.docx

Appendix B – 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:



End of Assignment
Assessment Report.docx

Appendix C – 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:



Certificate of
Fitness for Placement.docx

Table 1 – Transfer Fee: Supplier Fee Sliding Scale

