**Framework Schedule 1 (Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make available to all Buyers under this Framework Contract.

The Supplier must only provide the Deliverables for the Lot that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

1. **SCOPE OF THE CONTRACT**
   1. The scope for this Framework Contract is for all temporary and Fixed Term teaching and non-teaching roles within the public sector to schools, colleges and other educational establishments, including maintained schools, academies, trusts, special schools, nurseries, pupil referral units, children centres and further education institutions, across the UK. A description of the most common types of schools is available at Annex C.
   2. Buyers from across the Public Sector are able to access this Framework Contract on behalf of schools, colleges and other educational establishments across the UK.
   3. The core roles provided in this Framework Contract are Supply Teachers and Education Support Staff. Supply Teachers and Education Support Staff shall provide cover for daily supply engagements or long-term assignments.
   4. The core roles are mandatory; Suppliers must have the ability to provide Supply Teachers and Education Support Staff in order to bid for a position on the framework. Supply Teachers may be required to cover a variety of absences or vacancies, including in difficult to fill geographic areas or where there is a skill shortage.
   5. The non-core roles provided in this Framework Contract include but are not limited to;
      1. senior staffing positions including Headteachers and Senior Leadership roles;
      2. other temporary staffing services including invigilators, admin and clerical staff, IT staff, finance staff, estates and maintenance, and cleaners.
   6. Suppliers under Lot 1 will not be required to provide non-core roles under this Framework Contract. Suppliers under Lots 2-4 will be required to provide all non-core roles in addition to core roles under this Framework Contract.
   7. The term “Worker” for the purposes of this Framework Contract is used to describe Work–Seekers (Fixed Term) provided by an Employment Agency and Temporary Work-Seekers provided by an Employment Business under both core services and non-core services.
2. **DESCRIPTION OF LOTS** 
   1. The Framework Contract consists of 5 Lots.
      1. Lot 1 Direct provision of Supply Teachers, Education Support Staff and other temporary staffing services.
      2. Lot 2.1 Master Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services with contract values of no more than £2.499m.
      3. Lot 2.2 Master Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services with contacts of any value.
      4. Lot 3 Neutral Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services.
      5. Lot 4 Education Technology platform provision of Supply Teachers, Education Support Staff and other temporary staffing services with contract values of no more than £2.499m.
   2. The Supplier shall provide as a minimum the following:

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| **Lot 1 – Direct provision of Supply Teachers, Education Support Staff and other temporary staffing services.**  The Supplier shall provide recruitment services for the provision of Supply Teachers**,** Education Support Staff and other temporary staffing services as an:   * Employment Businesses for temporary Assignments; and * Employment Agencies for Fixed Term employment   The Supplier shall ensure that they comply with all relevant legislative and regulatory requirements, and all Workers have all safeguarding and pre-employment checks in accordance with paragraph 12. The Supplier must hold and maintain certification from an approved Accreditation Body in accordance with paragraph 13.  The Supplier shall be required to be aware of and ensure compliance with all changes in practise in the recruitment market and changes in relevant policy and legislation, including but not limited to:   * Agency Workers Regulations (AWR)   <https://www.gov.uk/agency-workers-your-rights>   * Employment Agencies Act 1973   <https://www.legislation.gov.uk/ukpga/1973/35/introduction>   * Conduct of Employment Agencies and Employment Businesses Regulations   <http://www.legislation.gov.uk/uksi/2003/3319/contents/made>   * UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018   <https://www.legislation.gov.uk/ukpga/2018/12/contents>  <https://www.gov.uk/data-protection>   * Off-Payroll Working in the Public Sector (IR35) legislation <https://www.gov.uk/guidance/understanding-off-payroll-working-ir35> * National Minimum wage and National Living Wage   <https://www.gov.uk/national-minimum-wage-rates>   * Keeping Children Safe in Education   <https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>   * Right to Work checks   <https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance>  and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form).  To support Buyers in utilising Lot 1 CCS will establish an Agency Selection Tool using details of all suppliers’ branches/offices.  The Agency Selection Tool will be used by Buyers to reduce the number of Framework Suppliers to those with a branch/office within close proximity to the school using postcode data. Buyers will be responsible for setting the distance within which the Supplier must have a branch/office.  The Agency Selection Tool will rank those Suppliers that have a branch/office within the specified distance by their fee, with the lowest Supplier fee ranked first. |

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| **Lot 2.1 - Master Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services with contract values up to £2.499m.**  A Managed Service Provider will take responsibility for providing the Buyer with recruitment services to meet their Worker needs, including the sourcing, engagement and administration of the non-permanent workforce through standardised processes and use of technology.  A Master Vendor Supplier shall provide Workers directly from their own resource pool and has the option of managing supplementary supply through an approved supply chain. The Supplier will manage provision of Supply Teachers**,** Education Support Staff and other temporary staffing services as an/from both:   * Employment Businesses for temporary Assignments; and * Employment Agencies for Fixed Term employment   The Supplier may set up and manage a talent pool on behalf of the Buyer. Workers supplied via the talent pool may be employed by the Employment Business or the Buyer.  The Buyer contracts only with the Master Vendor, and the Master Vendor is responsible for managing their supply chain.  The Supplier shall ensure that its sourcing of Workers directly and via the supply chain complies with paragraph 12 of this Framework Schedule 1 (Specification) and all legislative and regulatory requirements, as detailed in the terms of the Framework Contract. For the avoidance of doubt, the Master Vendor must hold and maintain certification from an approved Accreditation Body in accordance with paragraph 13.  The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:   * Agency Workers Regulations (AWR)   <https://www.gov.uk/agency-workers-your-rights>   * Employment Agencies Act 1973   <https://www.legislation.gov.uk/ukpga/1973/35/introduction>   * Conduct of Employment Agencies and Employment Businesses Regulations   <http://www.legislation.gov.uk/uksi/2003/3319/contents/made>   * UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018   <https://www.legislation.gov.uk/ukpga/2018/12/contents>  <https://www.gov.uk/data-protection>   * Off-Payroll Working in the Public Sector (IR35) legislation <https://www.gov.uk/guidance/understanding-off-payroll-working-ir35> * National Minimum wage and National Living Wage   <https://www.gov.uk/national-minimum-wage-rates>   * Keeping Children Safe in Education   <https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>   * Right to Work checks   <https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance>  and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form). |

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| **Lot 2.2 - Master Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services** **with contracts of any value.**  A Managed Service Provider will take responsibility for providing the Buyer with recruitment services to meet their Worker needs, including the sourcing, engagement and administration of the non-permanent workforce through standardised processes and use of technology.  A Master Vendor Supplier shall provide Workers directly from their own resource pool and has the option of managing supplementary supply through an approved supply chain. The Supplier will manage provision of Supply Teachers**,** Education Support Staff and other temporary staffing services as an/from both:   * Employment Businesses for temporary Assignments; and * Employment Agencies for Fixed Term employment   The Supplier may set up and manage a talent pool on behalf of the Buyer. Workers supplied via the talent pool may be employed by the Employment Business or the Buyer.  The Buyer contracts only with the Master Vendor, and the Master Vendor is responsible for managing their supply chain.  The Supplier shall ensure that its sourcing of Workers directly and via the supply chain complies with paragraph 12 of this Framework Schedule 1 (Specification) and all legislative and regulatory requirements, as detailed in the terms of the Framework Contract. For the avoidance of doubt, the Master Vendor must hold and maintain certification from an approved Accreditation Body in accordance with paragraph 13.  The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:   * Agency Workers Regulations (AWR)   <https://www.gov.uk/agency-workers-your-rights>   * Employment Agencies Act 1973   <https://www.legislation.gov.uk/ukpga/1973/35/introduction>   * Conduct of Employment Agencies and Employment Businesses Regulations   <http://www.legislation.gov.uk/uksi/2003/3319/contents/made>   * UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018   <https://www.legislation.gov.uk/ukpga/2018/12/contents>  <https://www.gov.uk/data-protection>   * Off-Payroll Working in the Public Sector (IR35) legislation <https://www.gov.uk/guidance/understanding-off-payroll-working-ir35> * National Minimum wage and National Living Wage   <https://www.gov.uk/national-minimum-wage-rates>   * Keeping Children Safe in Education   <https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>   * Right to Work checks   <https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance>  and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form). |

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| **Lot 3 - Neutral Vendor: Managed Service Requirements of Supply Teachers, Education Support Staff and other temporary staffing services.**  A Managed Service Provider will take responsibility for providing the Buyer with recruitment services to meet their Worker needs, including the sourcing, engagement and administration of the non-permanent workforce through standardised processes and use of technology.  A Neutral Vendor Supplier shall not supply any Workers directly from its own business, and a maximum of 20% through any affiliated businesses, and will use an approved supply chain to meet all Worker requirements. The Supplier will manage provision of Supply Teachers**,** Education Support Staff and other temporary staffing services from both:   * Employment Businesses for temporary Assignments; and * Employment Agencies for Fixed Term employment   The Supplier may set up and manage a talent pool on behalf of the Buyer. Workers supplied via the talent pool may be employed by the Employment Business or the Buyer.  The Buyer contracts only with the Neutral Vendor, and the Neutral Vendor is responsible for managing their supply chain.  The Supplier shall ensure that its sourcing of Workers via the supply chain complies with paragraph 12 of this Framework Schedule 1 (Specification) and all legislative and regulatory requirements, as detailed in the terms of the Framework Contract. For the avoidance of doubt, the Neutral Vendor is not required to maintain certification from an approved Accreditation Body.  The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:   * Agency Workers Regulations (AWR)   <https://www.gov.uk/agency-workers-your-rights>   * Employment Agencies Act 1973   <https://www.legislation.gov.uk/ukpga/1973/35/introduction>   * Conduct of Employment Agencies and Employment Businesses Regulations   <http://www.legislation.gov.uk/uksi/2003/3319/contents/made>   * UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018   <https://www.legislation.gov.uk/ukpga/2018/12/contents>  <https://www.gov.uk/data-protection>   * Off-Payroll Working in the Public Sector (IR35) legislation <https://www.gov.uk/guidance/understanding-off-payroll-working-ir35> * National Minimum wage and National Living Wage   <https://www.gov.uk/national-minimum-wage-rates>   * Keeping Children Safe in Education   <https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>   * Right to Work checks   <https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance>  and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form). |

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| **Lot 4 - Education Technology platform provision of Supply Teachers, Education Support Staff and other temporary staffing services with contract values up to £2.499m.**  An Education Technology apps provider will take responsibility for providing the Buyer with recruitment services to meet their Worker needs, including the sourcing, engagement and administration of the non-permanent workforce through standardised processes and use of technology.  An Education Technology apps Supplier shall not supply any Workers directly from its own business, and a maximum of 20% through any affiliated businesses, and will use an approved supply chain to meet all Worker requirements. The Supplier will manage provision of Supply Teachers**,** Education Support Staff and other temporary staffing services from both:   * Employment Businesses for temporary Assignments; and * Employment Agencies for Fixed Term employment   The Supplier may set up and manage a talent pool on behalf of the Buyer. Workers supplied via the talent pool may be employed by the Employment Business or the Buyer.  The Buyer contracts only with the Education Technology platform provision Supplier, and the Education Technology platform provision Supplier is responsible for managing their supply chain.  The Supplier shall ensure that its sourcing of Workers via the supply chain complies with paragraph 12 of this Framework Schedule 1 (Specification) and all legislative and regulatory requirements, as detailed in the terms of the Framework Contract. For the avoidance of doubt, the Education Technology platform provision Supplier is not required to maintain certification from an approved Accreditation Body.  The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:   * Agency Workers Regulations (AWR)   <https://www.gov.uk/agency-workers-your-rights>   * Employment Agencies Act 1973   https://www.legislation.gov.uk/ukpga/1973/35/introduction   * Conduct of Employment Agencies and Employment Businesses Regulations   <http://www.legislation.gov.uk/uksi/2003/3319/contents/made>   * UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018   <https://www.legislation.gov.uk/ukpga/2018/12/contents>  <https://www.gov.uk/data-protection>   * Off-Payroll Working in the Public Sector (IR35) legislation <https://www.gov.uk/guidance/understanding-off-payroll-working-ir35> * National Minimum wage and National Living Wage   <https://www.gov.uk/national-minimum-wage-rates>   * Keeping Children Safe in Education   <https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>   * Right to Work checks   <https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance>  and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 (Variation Form). |

**3. REQUISITION OF WORKERS**

* 1. The Supplier shall have the facility for the Buyer to request a Worker directly via a Customer Service Function.
  2. The Supplier shall, upon receiving a requisition from the Buyer, ensure that all the information required to provide a relevant Worker has been obtained.
  3. The Supplier shall meet the Buyer’s requirement, with the Worker that most closely meets the Buyer’s job description and person specification (or equivalent) as provided by the Buyer.
  4. If required by the Buyer, the Supplier shall confirm any booking through submission of a completed Worker compliance checklist to the Buyer confirming that the Worker has been assigned - a template of the information required can be found in Annex A.

1. **CUSTOMER SERVICE FUNCTION**
   1. The Supplier shall create, manage and maintain a Customer Service Function to manage and respond to any user requests, enquiries, complaints, request for advice and requests for technical support from the following parties, but not limited to:
      1. Buyers;
      2. Workers;
      3. Supply chain members (where applicable)
   2. The Supplier shall provide, implement, operate and maintain a clearly defined process for the management of enquiries and complaints, requests for advice and technical support, received from the Workers and Buyers in line with industry best practise.
   3. The Supplier shall provide a Customer Service Function that shall be staffed and operational from Monday to Friday (excluding Bank Holidays) inclusive, between the hours of 07:00hrs to 17:30hrs and an automated system outside of these hours. Buyers which may require extended operational hours will specify their requirement within the Call-Off Contract.
   4. The Supplier shall ensure the Customer Service Function supports the Buyers management of enquiries, complaints, requests for advice and technical support through all appropriate means of communication, including but not limited to:
      1. online systems;
      2. telephone;
      3. email;
      4. letter;
      5. fax.
   5. 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, or mobile phones beginning 07. Excluded numbers include non-geographic numbers (e.g. 0871) and all premium rate services.
   6. The Supplier shall ensure that the Supplier’s Staff appointed to the Customer Service Function have the relevant skills and knowledge of the deliverables, Buyer relations and relevant technology, to address and resolve all enquiries, complaints, and advice and support requests to the satisfaction of the Buyer.
   7. The Supplier shall provide and maintain an appropriate level of their Customer Service Function staff’s availability, to consistently deliver an effective service to the Buyers via the Customer Service Function during operational hours.
   8. The Supplier shall respond to all booking requests within the following timescales:

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

1. **MARKETING AND COMMUNICATIONS**
   1. The Supplier shall ensure that a person is appointed as marketing contact who shall be responsible for the marketing obligations of the Supplier in relation to this Framework Contract, ensuring that they make schools aware of the Framework Contract for all future assignments and the value that can be achieved through it.
   2. The Supplier shall ensure that they undertake marketing of the Framework to all current schools on an annual basis as a minimum, providing CCS with a copy of any marketing materials for information.
   3. The Supplier shall ensure that all Supplier Staff are aware of this Framework Contract and how the Buyer can put a Call-Off Contract in place.
2. **WORKER PAY TYPES**
   1. All Workers provided by Suppliers under this Framework Contract will be subject to PAYE tax and National Insurance.
   2. The Supplier shall choose to payroll Workers under a scheme that is compliant with legislation and The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
   3. In accordance with Joint Schedule 5 (Corporate Social Responsibility), Suppliers shall notify all Workers their pay type and gross pay (prior to deductions), including any uplift in rate where payment is paid through an Umbrella Company, before an Assignment commences.  All deductions must be explained to Workers and payslips must be provided to them.
   4. The Supplier shall ensure that Key Subcontractors and any third party organisations used to support the delivery of the Framework Contract, such as Umbrella Companies, are fully vetted and allow access to Worker documentation, including but not limited to Worker payslips and real time information (RTI) submissions. This is required for audit purposes and to maintain industry standards in accordance with paragraph 13.
   5. Suppliers are responsible for the accuracy of their tax affairs, including when paying by PAYE, using Umbrella Companies or paying limited company contractors, to ensure that the correct employment allowance is paid. Where a supplier uses an Umbrella Company they should undertake regular due diligence to ensure that the information provided on the Key Information Document given to the work-seeker matches the information on the payslips issued.

<https://www.gov.uk/guidance/agencies-and-other-businesses-using-umbrella-companies-who-may-be-operating-avoidance-schemes>

* 1. All payroll must be run within the UK, but excluding the Channel Islands.
  2. Further information about IR35 legislation can be found at:

<https://www.gov.uk/guidance/understanding-off-payroll-working-ir35>

* 1. All assignments shall be inside IR35, however the Buyer acknowledges that it is solely responsible for determining if any role specified in a Call-Off Contract is Inside IR35 or Outside IR35 pursuant to the Off-Payroll IR35 Legislation and shall be responsible for promptly providing the Supplier with an up-to-date Status Determination Statement for any Worker engaged via a Personal Services Company (irrespective of whether the Buyer determines that they are Inside or Outside IR35).
     1. The Buyer will provide such information as the Supplier may reasonably require in a timely manner to enable the Supplier to comply with its obligations under the Off-Payroll IR35 Legislation.
     2. The Buyer will notify the Supplier immediately if it has reason to believe that the nature of the Services or the Assignment and/or its IR35 status has changed or will change.
     3. The Buyer shall be liable for all Losses incurred, suffered or paid by the Supplier (including reasonable legal expenses) arising out of or in connection with any of the following:

1. any incorrect Status Determination Statement by the Buyer; and/or
2. any treatment by the Buyer of a Contractor who has been categorised under this Framework Contract following a Status Determination Statement as Outside IR35, which treatment causes or contributes to HMRC treating the Contractor as being Inside IR35.
   * 1. The Supplier shall be liable for all Losses incurred, suffered or paid by the Buyer (including reasonable legal expenses) arising out of or in connection with:
     2. the failure by the Supplier to deduct any tax, national insurance or other statutory deductions, or make any required employer contributions for national insurance or the apprentice levy, where the Supplier had been given an Inside IR35 Status Determination Statement by the Buyer which confirmed that such sums should have been deducted/paid; or
     3. the Buyers non-provision of a Status Determination Statement to a Temporary Worker where both:
        1. the Buyer had expressly informed the Supplier In Writing that it did not want the Supplier to supply any Personal Services Company to it; and
        2. subsequent to such notification, the Supplier supplies a Personal Services Company to the Buyer without their knowledge.
     4. The Buyer acknowledges that save for clause 6.8.4, the Supplier shall have no liability with respect to the Off-Payroll IR35 Legislation including but not limited to any awards, fees, penalties which may arise from the Off Payroll IR35 Legislation.
     5. The Parties agree that it shall not be necessary for the Supplier to comply with the Dispute Resolution Procedure or to notify the Buyer in respect of any acts or omissions of the Buyer in connection with the Buyer’s treatment of Temporary Workers which may cause an IR35 liability, or any IR35 status determinations made by the Buyer (or decided by the Buyer to be unnecessary) in respect of Temporary Workers.
     6. It is agreed that the indemnity provided by the Supplier at 31.3, bullet point 2, of the Core Terms of the Framework Contract shall not apply where a Personal Services Company is supplied by the Supplier to the Buyer, as the liability relating to the supply of Personal Services Companies is set out in Clause 6.8.
3. **TEMPORARY WORKER CHARGES**
   1. The Supplier shall only charge in line with the Framework Schedule 3 (Framework Pricing) or Call-Off Schedule 5 (Pricing Details) for the Deliverables supplied to the Buyer.
   2. The Supplier shall ensure all invoices to the Buyers are clear, accurate and transparent containing as a minimum, the components listed below (as example pay types) as separate line items to illustrate the breakdown of the total charge rate.
      1. **PAYE Workers**

### Worker Pay

### Holiday Pay

### Apprenticeship Levy

### Employer’s National Insurance

### Employer’s Pension

### Supplier Fee

* + 1. **Limited Company Workers Inside IR35**

### Gross amount to Limited Company (before tax and employee’s NI are applied)

### Apprenticeship Levy

### Employer’s National Insurance

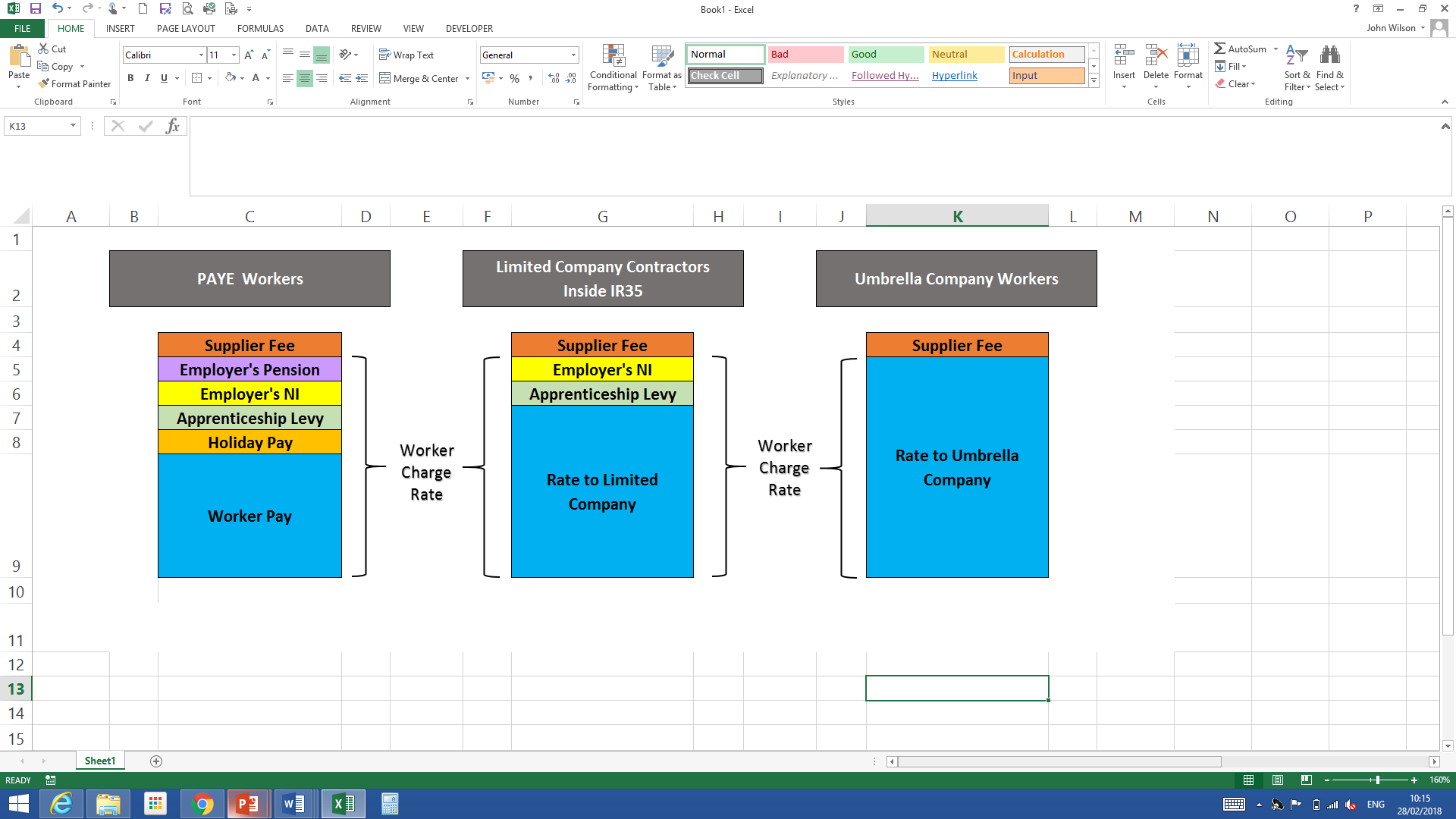
### Supplier Fee

* + 1. **Umbrella Company Workers**

### Rate to Umbrella Company

### Supplier Fee

* 1. When a Supplier quotes for a Worker they shall quote on the basis of the worker charge rate, which is inclusive of all employer on-costs, plus the Supplier Fee to give a total charge rate.



1. **EXTENDED HIRE PERIOD AND TRANSFER FEES**
   1. **Extended Hire Period**
      1. The Supplier who operates an Employment Business can charge Temp to Perm Transfer Fees in accordance with paragraph 8.3 to Buyers only where a Buyer has first been given the option by the Supplier, to have that Temporary Work-Seeker provided by the Supplier for a minimum period of 4 weeks from when the Buyer provides notice In Writing (“the Extended Hire Period”) so that the Assignment’s duration is 12 weeks or more, and the Buyer has not utilised this option. This is subject to further details as set out in this paragraph 8 and to The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
      2. The Supplier cannot charge a Temp to Perm Transfer Fee, when an Assignment’s duration is 12 weeks or more should the Buyer take the Worker on permanently, providing the Buyer has given the appropriate Notice Period of at least 4 weeks.
      3. For the avoidance of doubt, a Buyer may provide the appropriate Notice Period anytime up to the end of week 8 and take the Worker permanently without a Temp to Perm Transfer Fee at the end of 12 weeks.
      4. The Supplier (when providing a Worker) can only charge Temp to Perm Transfer Fees as long as during the most recent Assignment of the relevant Worker, the Buyer has been made aware In Writing by the Supplier how to avoid being charged Temp to Perm Transfer Fees, and the Buyer has not followed this advice and taken the Worker on permanently.
   2. **CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003**
      1. The Supplier of the Worker can only charge Transfer Fees in accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003, where the transfer takes place within whichever is later of:

#### 14 weeks from the first date of supply of the first Assignment with the Buyer; or

#### 8 weeks from the end (the last day worked) of any Assignment

* + 1. For the avoidance of doubt, if a or b of paragraph 8.2.1 is applied, then there is an understanding that the Assignment will come to an end.
    2. 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.
    3. Where the break is less than 42 days then the date of the first Assignment will be taken into account.
  1. **Calculating Temp to Perm Transfer Fees**
     1. Where Temp to Perm Transfer Fees are applicable, the Temp to Perm Transfer Fee payable will be calculated in accordance with Framework Schedule 3 (Framework Prices) or Call-Off Schedule 5 (Pricing Details) and based on the agreed Supplier Fee charged for the Worker.
     2. Where a Worker is taken on permanently by the Buyer after having been on an Assignment for a period of 12 weeks or longer, but no Notice Period was given, the Supplier may charge a Temp to Perm Transfer Fee equivalent to the Supplier Fee element of the charge that would have been charged over the 4 week Notice Period.
     3. Where a Worker is taken on permanently by the Buyer after having been on an Assignment for less than 12 weeks and no Notice Period was given, the Supplier may charge a Temp to Perm Transfer Fee equivalent to the Supplier Fee element of the charge that would have been charged over a period of 12 weeks on a sliding scale basis as per Annex B.
  2. **Worker Transfer Fee (Fixed Term Assignments)**
     1. If a Buyer wishes to employ the Fixed Term Worker on an employee basis, then the Supplier may charge a Fixed Term Worker Transfer Fee, in accordance with Framework Schedule 3 (Framework Prices) or Call-Off Schedule 5 (Pricing Details) equal to the difference between the agreed fee payable for the Fixed Term Worker and the fee which would have been payable had the Worker worked for a period of 12 months (or 3 full school terms) for the Buyer; for example:

#### after 8 months of Fixed Term employment (the equivalent to 2 full school terms), if the Buyer wishes to take the Worker permanently then the Supplier may charge a fee equal to the difference, compared to 12 months (i.e. 4 months).

#### the Worker Transfer Fee will be due if the Worker is appointed permanently up to 6 months after the end of the Fixed Term Assignment.

* + 1. For the avoidance of doubt, the maximum Supplier Fee a Supplier shall charge a Buyer for a Fixed Term Assignment shall be a period of 12 months (or 3 full school terms), irrespective of the length of the Assignment.

1. **TIMESHEETS**
   1. The Supplier shall provide all Workers with access to a timesheet that must be used whilst on an Assignment.
   2. The Supplier shall ensure that all timesheets are fully completed and legible, contain Worker pay details, and are completed electronically where possible by the Worker and approved by the Buyer.
   3. The Supplier shall ensure all timesheets submitted by the Worker will be in accordance with Good Industry Practice and the latest guidelines regarding timesheets and/or specific measures to prevent fraud.
   4. The Supplier will inform the Worker that hours recorded should be accurate and have been worked, and if it transpires that hours have not been worked, then any overpayment will be recovered, and if the Worker knowingly provided false or misleading information this may result in disciplinary action and consideration may be given to reporting the matter to appropriate authorities.
   5. The Buyer shall undertake the necessary due diligence to ensure that the information provided on the timesheet is correct and accurate prior to approving the timesheet.
2. **PAYMENT TO THE WORKER**
   1. The Supplier shall ensure that the Worker is paid regularly, with payments to be made weekly where possible and on a monthly basis as a minimum.
   2. The Supplier shall make enquiries to obtain a verified and approved timesheet to confirm that the Worker carried out the deliverables as requested by the Buyer.
   3. The Supplier shall process each approved timesheet without delay and in accordance with government prompt payment policy when utilising either a supply chain or Umbrella Companies (when payrolling Workers):

<https://www.gov.uk/guidance/prompt-payment-policy>

* 1. The Supplier shall ensure compliance with the National Minimum Wage (NMW) and National Living Wage (NLW) legislation as required by the Buyer in relation to payment of Workers. The Supplier shall also ensure compliance with the Agency Worker Regulations (AWR) for any qualifying Worker. Buyers may require payment of Workers above those stipulated within NMW and NLW legislation:

<https://www.gov.uk/national-minimum-wage-rates>.

1. **WORKER CARE AND EXPERIENCE** 
   1. The Supplier shall ensure Off Boarding of Workers is undertaken in a timely and professional manner.
   2. The Supplier shall endeavour that post-Assignment feedback is provided to the Worker from the Buyer including but not limited to feedback on their performance.
   3. The Supplier shall endeavour to provide feedback throughout the selection process to all Workers (whether successful or unsuccessful), in a timely and professional manner.
   4. The Supplier shall endeavour to provide Continuous Professional Development (CPD) to the Worker to ensure that they develop and enhance their abilities.
2. **SAFEGUARDING AND PRE-EMPLOYMENT CHECKS**
   1. The Supplier shall ensure secure retention of all records in relation to safeguarding, in line with the Data Protection Act and General Data Protection Regulation (GDPR) as per paragraph 14.
   2. The Supplier shall ensure that all requisite safeguarding and pre-employment checks have been undertaken as per paragraph 12.3 and a decision on the Worker’s suitability for the position offered / taken. Where required by the Buyer, the Supplier shall provide confirmation that the checks at paragraph 12.3 have been carried out and that a decision on suitability taken, shall be made available to Buyers prior to placing any Worker with a Buyer under this Framework Contract, in accordance with The School Staffing (England) Regulations 2009. This is to ensure that the Buyer’s engage Workers who have been recruited in accordance with Government policies, legislation and industry best practice, which includes robust background screening.

**The School Staffing (England) (Amendment) Regulations 2015**

<https://www.legislation.gov.uk/uksi/2015/887/contents/made>

* 1. The Supplier shall, before the start of an Assignment, conduct the following Worker safeguarding and pre-employment checks:
     1. Face to face interviews, either in person or via video, which are required when the Worker first registers to enable the Supplier to check the full set of required documentation, and which shall be kept on file in accordance with appropriate legislation; and
     2. Identity and Proof of Address checks; and
     3. Right to work check; and
     4. Professional Registration/Qualification Checks; and
     5. Ten year Employment History and a minimum of two Reference Checks covering the last two years, including the most recent or current employer where available and the most recent school-based employer where applicable; and
     6. Appropriate DBS Checks (enhanced plus barred list for those in regulated activity, and enhanced for those with the opportunity for regular contact with children) undertaken annually at a minimum, whether by conducting a full check or by reviewing an update from the DBS update service where a Worker has subscribed to the DBS update service ensuring the Worker produces evidence of the DBS certificate as required by the Buyer. Where a worker has not subscribed to the DBS update service, encourage the Worker to subscribe to the DBS update service:

<https://www.gov.uk/government/publications/handling-of-dbs-certificate-information/handling-of-dbs-certificate-information>; and

* + 1. Overseas criminal record checks where the Worker has lived or worked outside of the UK for a period of six months or more within the past 5 years, or certificates of good character to enable any non-UK criminal record-related information to be identified. Where it proves impossible to obtain this information (for example, in cases where the person must be resident in a country at the time of application), the Supplier must obtain at least two references from verifiable sources, ideally senior individuals with appropriate authority at a previous employer; and
    2. where relevant for the role, a check to ensure the Worker is not subject to any current sanction or restriction imposed by the General Teaching Council for England prior to its abolition in 2012, or (for Workers engaging in teaching work) to any prohibition order imposed by the Secretary of State, or for Workers who have lived or worked outside the UK a check in accordance with Part 3 (Safer Recruitment) of Keeping Children Safe in Education guidance,, or that the Worker is not disqualified from working with children under the Childcare (Disqualification) Regulations 2009; and
    3. Rehabilitation of Offenders Act declarations.
  1. The Supplier shall meet all safeguarding and pre-employment check costs and must conduct checks to determine the suitability of the Worker in accordance with the Department for Education ‘**Keeping Children Safe in Education**’ guidance. For the avoidance of doubt, if the Keeping Children Safe in Education guidance requires a standard above the requirements stipulated within paragraph 12.3, the Keeping Children Safe in Education guidance shall take precedence.

<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

* 1. The Supplier shall ensure any costs for safeguarding and pre-employment checks shall not be passed on to the Buyer.
  2. The Supplier shall retain on the Worker’s personnel records demonstrable evidence that the required information in respect of the relevant safeguarding and pre-employment checks have been conducted on the potential Worker to ensure compliance with all relevant legislation, regulations, guidelines and the Call-Off Contract.
  3. The Supplier shall ensure that it retains the Worker’s written permission for the relevant safeguarding and pre-employment checks to be undertaken and for the results to be retained in accordance with legislation by the Supplier and available to be viewed by CCS, other Government Departments and the agencies/public bodies, the Buyer and Accreditation Bodies managing the industry standard accreditation for validation, verification, inspection and audit purposes. For the avoidance of doubt, where the Supplier is using an umbrella company and the umbrella company is classed as the Work-Seeker, the Supplier shall ensure written permission is obtained from the person supplied for audit purposes. Any Worker who fails to provide his permission In Writing must not be introduced for a position with the Buyer under this Framework Contract.
  4. The Supplier shall ensure all documents provided for validation are current and original, and are copied and held in a format that cannot be subsequently altered. The retained copy of the documents must be dated and properly validated by electronic means or otherwise. All documents received by a Supplier must be scanned or copied from the original and Suppliers shall ensure that all copies are clear and legible to read.  Suppliers shall take all reasonable steps to ensure that documents have come from the original.
  5. For the avoidance of doubt, where the Supplier cannot produce the required evidence to the Buyer, CCS and/or Accreditation Body to show that the relevant safeguarding and pre-employment checks have been conducted it will be in breach of the terms of this Framework Contract and the Supplier may have its appointment to the Framework Contract immediately suspended or terminated.
  6. The Supplier shall ensure that the Worker is advised that they must immediately inform the Supplier if they are currently, or have been, subject to any kind of investigation or prosecution relating to a criminal act, and/or which could lead to a conviction or police caution, after the most recent DBS check was undertaken. Where appropriate, the Supplier shall inform the Buyer of this information so that they can make an informed decision as to whether the Assignment should continue.
  7. The Supplier shall ensure its own staff are aware that the objective of validating and verifying the information provided by the Worker is to ensure that the information relates to that Worker, confirms that the Worker’s identity is genuine and relates to a real and living person, and establishes that the Worker owns and is rightfully using that information.
  8. The information relating to the relevant safeguarding and pre-employment checks must be validated in the English language (unless otherwise requested by the Buyer) in order to enable an effective inspection and audit of the same and this information shall be retained in such a way that cannot be subsequently altered. Where any information is obtained in a language other than English, the Supplier is required to ensure that it has officially translated (at no charge to the Buyer) the information into English and In Writing.
  9. Guidance on undertaking the safeguarding and pre-employment checks can be found at:

**DBS checks**

<https://www.gov.uk/government/organisations/disclosure-and-barring-service>

<https://www.gov.uk/government/publications/dbs-identity-checking-guidelines>

<https://www.gov.uk/criminal-record-checks-apply-role>

[www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006](http://www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006)

**Home Office Guidance**

<https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>;

**Eligibility of Right to Work in the UK**

<https://www.gov.uk/government/organisations/uk-visas-and-immigration>

# <https://www.gov.uk/check-an-employees-right-to-work-documents>

# <https://www.gov.uk/uk-visa-sponsorship-employers>

# <https://www.gov.uk/government/publications/right-to-work-checks-code-of-practice-on-avoiding-discrimination>

**Teacher Status Checks**

<https://www.gov.uk/guidance/teacher-status-checks-information-for-employers>

* 1. If required by the Buyer, the Supplier shall confirm any Assignments through completion and submission of a Worker compliance checklist to the Buyer confirming that the Worker is compliant - a template of the information required can be found at Annex A.
  2. The Supplier must, on an annual basis as a minimum, ensure ongoing compliance of the Worker with the safeguarding and pre-employment checks during the Assignment, including managing any changes in status with the checks undertaken prior to placement, such as change of address, in accordance with paragraph 12.3.
  3. The Supplier shall inform the Buyer immediately where a Supplier receives or obtains information, which gives it reasonable grounds to believe that a Worker is unsuitable for the position with the Buyer for which the Worker is being supplied.

**Legislation**

**Education Act 2002 – Sections 141A and 141B**

<http://www.legislation.gov.uk/ukpga/2011/21/section/8/enacted>

**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>

* 1. The Supplier shall make its own staff aware of relevant industry standards to ensure the safeguarding of children requirements are maintained.
  2. The Supplier shall ensure that it protects the Worker from any suspected fraud, malpractice or breach of legislation they may encounter, raising awareness of any such activities with an appropriate organisation such as JobsAware. JobsAware also helps raise awareness and combats criminal activities facing Suppliers within the recruitment industry.

# Further information about Jobs Aware can be found at:

<https://www.jobsaware.co.uk/>

**Compliance with relevant policy and legislation**

* 1. The Supplier shall comply in all respects with all current as well as future legislation, regulations, guidelines, standards and codes of practice relevant to the Supplier and the provision of the deliverables.
  2. If future safeguarding and pre-employment checks, as per this paragraph 12, are updated which impose more onerous obligations on the Buyer and the Supplier, it is acknowledged that the more onerous obligations will apply to the provision of the deliverables notwithstanding the provisions of the Call-Off Contract.

1. **INDUSTRY STANDARDS**
   1. To demonstrate that the Supplier has robust recruitment processes they shall first demonstrate that they hold a valid and current certificated industry standard accreditation from one of the approved Accreditation Bodies to provide the deliverables under this Framework Contract.
   2. The list of approved Accreditation Bodies is below:
2. Association of Professional Staffing Companies (APSCo)
3. Neuven Audit Solutions
4. Recruitment and Employment Confederation (REC)
5. Standards in Recruitment (SiR)

and is also available at:

<https://www.crowncommercial.gov.uk/agreements/RM6238>

* 1. The industry standard certification from an approved Accreditation Body must be held by the Supplier responsible for the delivery of the deliverables under Lot 1 and Lot 2 of this Framework Contract.
  2. The Accreditation Bodies will be responsible for auditing Suppliers to ensure compliance with paragraphs 6 and 12 of this Framework Schedule 1 (Specification). In accordance with paragraph 6 and 12 of this Schedule, Suppliers must provide Accreditation Bodies, Buyers and CCS access to the Worker files, including those employed by third party organisations such as Umbrella Companies, whenever requested.
  3. The Supplier agrees to share details of any audit undertaken by any other government body in relation to the provision of Workers, including but not limited to the Employment Agency Standards Inspectorate (EAS) and HMRC.

1. **GENERAL DATA PROTECTION REGULATIONS**
   1. The Supplier shall ensure they, and (if applicable) their supply chain and Subcontractors, are compliant with the Data Protection Act and the General Data Protection Regulation (GDPR).

<https://www.gov.uk/data-protection>

**Data Protection Act 2018**

https://www.legislation.gov.uk/ukpga/2018/12/contents

1. **COMPLAINTS AND WHISTLEBLOWING POLICY** 
   1. **Buyer Complaints Policy**
      1. The Supplier shall operate a clear written complaints procedure for handling any complaints, omissions and oversights received from the Buyer about the provision of the deliverables and make this available to the Buyer.
      2. The Supplier shall acknowledge any complaints made by the Buyer within a maximum of 2 Working Days of the complaint being received by the Supplier. The complaint shall be resolved by the Supplier within a maximum of 15 Working Days, or where the Buyer agrees In Writing, when a satisfactory resolution has been agreed which is mutually acceptable to both Parties if the complaint requires further investigation.
      3. The Supplier shall provide comprehensive reports on all complaints to CCS and to the relevant Buyer(s) on a monthly basis or as requested by each of the Buyer(s). These reports shall include the date the complaint was received, date the complaint was resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint.
   2. **Whistle-Blowing Policy**
      1. The Supplier shall have a policy which demonstrates its commitment to creating a climate of openness within its organisation by creating a positive environment in which employees and related third parties can raise concerns about wrong doing and without fear of reprisal.

### [The Public Interest Disclosure Act 1998](http://www.legislation.gov.uk/ukpga/1998/23/contents) (the Act) states that, in general, Workers should be able to make disclosures about wrongdoing to their employer, so that problems can be identified and resolved quickly within organisations. The Act gives legal protection to those who make certain types of disclosures.

### Further information on whistleblowing for employees can be found on the gov.uk website link below:

### <https://www.gov.uk/whistleblowing>

* + 1. The Supplier shall ensure that the relevant policy is incorporated into their staff handbook.

1. **SOCIAL VALUE**

16.1 Social Value legislation places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and in Scotland, to deliver them. These benefits are over and above the core deliverables of Contracts.

General information on The Social Value Act can be found at:

* <https://www.gov.uk/government/publications/social-value-act-introductory-guide>

Recently updated social value themes for public bodies can be found at:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

For Lot 1 of this Framework Contract, the Social Value theme of Tackling economic inequality will be enabled by the following:

* Supporting greater collaboration throughout the supply chain through the provision of transparent pricing by the Supplier to the Buyer as set out in paragraph 7.2 and 7.3 of this Framework Schedule 1 (Specification); and
* Supporting Entrepreneurship, growth and business creation, and Diverse supply chains, through the use of the Agency Selection Tool to identify local Suppliers with branches in close proximity to the Buyer using postcode data, as set out in paragraph 2.2 of this Framework Schedule 1 (Specification).

16.2. The following Social Value priorities are intrinsic to the Specification for Lot 2.1, Lot 2.2, Lot 3 and Lot 4 of this Framework Contract:

* COVID-19 Recovery (16.4)
* Tackling Economic Inequality (16.5)
* Equal Opportunity (16.6)
* Wellbeing (16.7)
* Fighting Climate Change (16.8)

16.3 Buyers may identify further specific Social Value priorities based on the updated social value themes during a Call-Off Procedure which are aligned with the areas we have identified (in conjunction with Buyers) in this Framework Schedule 1 (Specification).

**16.4** **COVID-19 Recovery**

The Supplier shall support the COVID-19 Recovery Strategy <https://www.gov.uk/government/publications/our-plan-to-rebuild-the-uk-governments-covid-19-recovery-strategy/our-plan-to-rebuild-the-uk-governments-covid-19-recovery-strategy> by conducting or enabling contributions and activities that;

i) improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions;

ii) provide support and protections to those who are at risk of being worst affected, those who are shielding and those whose physical and mental health has been affected; and

iii) create employment, re-training and other return to work opportunities for those left unemployed by COVID-19, particularly new opportunities in high growth sectors.

**16.5 Tackling Economic Inequality**

16.5.1 The Supplier shall support the creation and delivery of diverse supply chains to promote innovation, increase sustainability and drive value for money for customers. The Supplier shall build supply chain diversity through:

1. increasing awareness and accessibility via promotion of opportunities;
2. implementation of processes that support the participation of new businesses and entrepreneurs, start-up’s, Micro, SME’s, VCSE’s, Social Enterprises (SE’s) and Mutuals;
3. ensuring prompt payment throughout supply chains in accordance with Paragraph 4 (Pricing and Payments) of the Core Terms;
4. supporting the capability, growth and development of supply chain members, through collaboration and the provision of advice and training, to build resilience within supply chains; and
5. demonstrating action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.

16.5.2 The Supplier shall measure and report on their supply chains, including the number, value and percentage of total contract spend of opportunities awarded to SME’s, VCSE’s and Mutuals in accordance with Joint Schedule 12 (Supply Chain Visibility)

16.5.3 The Supplier shall address and manage the risk of labour standards violations in the supply chain. The Supplier shall be aware of and adhere to;

1. where applicable, the International Labour Organization (“ILO”) Forced Labour Protocol;
2. where applicable, OECD Guidelines on Conflict Minerals <http://www.oecd.org/daf/inv/mne/mining.htm>; and
3. duties imposed on commercial organisations by the Modern Slavery Act 2015 in relation to transparency in the supply chain <http://www.ilo.org/global/lang--en/index.htm>

16.5.4 The Supplier shall create training and employment opportunities within local communities, particularly in areas of skills shortages, for those who face barriers to employment and/or who are located in deprived areas.

Support may be provided via a range of activities, including but not limited to;

i) Apprenticeship and work experience placements;

ii) Part-time and full-time employment and flexible working opportunities;

iii) Supporting individuals to fulfil their potential with further education, employment or training e.g. coaching, mentoring, CV and interview skills;

iv) Providing funded training and professional development opportunities for existing employees; and

v) Offering a range of employee assistance schemes

**16.6 Equal Opportunity**

16.6.1 The Supplier shall provide employment and skills development opportunities for disabled people, and provide in-work progression opportunities to support people, including those from disadvantaged or minority groups, to develop new skills and progress into higher paid work. Support may be provided via a range of activities, including but not limited to those listed at 16.5.4.

16.6.2 The Supplier shall have a fair and equal pay policy and aim to pay all employees the National Living Wage, irrespective of age, where the same role is being performed. The Supplier shall ensure compliance with the National Minimum Wage and National Living Wage legislation <https://www.gov.uk/national-minimum-wage-rates>.

16.6.3 The Supplier shall demonstrate progression towards equalising any gender pay gap and organisations with 250 or more employees shall publish and report specific figures about their gender pay gap.

16.6.4 Where required by a Buyer, the Supplier shall provide suitable software to meet diverse user needs and comply with accessibility requirements. This may include visual, auditory, physical, speech, cognitive, language, learning, behavioural or neurological impairment, as well as the needs of users for whom English is not their first language.

16.6.5 The Supplier shall work to improve the experience of service users with specific diversity profiles or needs by undertaking staff sensitivity training, fostering a culture of respect for Buyers of diverse profiles and ensuring accessibility, including but not limited to, the supplier’s website and any mobile applications. Websites and applications designed to deliver the service shall meet WCAG 2.1 AA accessibility standards <https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag>

16.6.6 Where required by a Buyer, the Supplier shall provide an accessibility statement for Services provided under a Call-Off Contract.

16.6.7 The Supplier shall, where required, maintain an accessibility policy and identify (and where requested provide the details to Buyers) a role or department within their organisation with responsibility for the policy.

16.6.8 The Supplier shall comply with the provisions of the Supplier Code of Conduct

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf>

and the standards set out in Joint Schedule 5 (Corporate Social Responsibility), reporting within Framework Schedule 5 (Management Charges and Information) and Call-Off Schedule 3 (Continuous Improvement) requirements. Suppliers shall further support the elimination of modern slavery throughout their supply chains by;

1. ensuring compliance with the Modern Slavery Act 201 <http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>; and
2. completing the Modern Slavery Assessment Tool on an annual bais as directed by CCS <https://supplierregistration.cabinetoffice.gov.uk/msat>. The Supplier shall make the outcomes of their Modern Slavery Assessment available to the Buyer when requested.

**16.7** **Wellbeing**

16.7.1 The Supplier shall positively support and impact individual wellbeing and contribute to transforming local communities in a real and sustainable manner through activities including, but not limited to;

i) promoting staff health and wellbeing, including providing training and activities to support mental and physical health;

ii) ensuring that, as a minimum, all legislative requirements are adhered to for employees working from home, including health and safety reviews and home working assessments;

iii) providing inclusive and accessible recruitment activities, which are promoted within local communities; and

iv) collaborating within communities to support integration, including initiatives to support vulnerable members of society and address social issues.

**16.8** **Fighting Climate Change**

16.8.1 The Supplier shall deliver additional environmental benefits in the performance of this contract to increase sustainability and support carbon reduction plans <https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts>, including;

1. considering the impacts of business processes on the environment and taking measures to reduce these and work towards net zero greenhouse gas emissions;
2. supporting Buyers, where required, to reduce their impact on the environment via innovative solutions; and
3. supporting communities through the delivery of this contract to reduce their impact on the environment

**16.9 Measurement and reporting**

16.9.1 a) The Supplier is required to develop and maintain a plan throughout the life of the Framework Contract detailing how they will contribute to the overall achievement of our Social Value priorities. For the avoidance of doubt:

i) The Social Value commitments and targets made during the Call-Off Procedure will form part of the contractual agreement between the Buyer and the Supplier, therefore bidders should only commit to activities that are within their capacity and capability to deliver;

ii) Social value forms part of the quality criteria and will be evaluated independently of price. Suppliers are therefore strongly advised not to include any additional costs related to social value as part of the price submission as this may negatively impact the competitiveness of Supplier overall tender submission;

iii) The Supplier may be asked to provide an implementation plan to the Buyer detailing how the required Social Value commitments will be delivered through the Call-Off Contract; and

iv) Buyers and Suppliers will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the Call Off Procedure.

b) Delivering Social Value

i) The Supplier shall manage, measure and report on the delivery of Social Value throughout the life of all Call-Off Contracts under this Framework Agreement;

ii) The Supplier shall provide an annual Social Value Delivery Statement to CCS detailing the Social Value that has been delivered through Call-Off Contracts under this Framework; and

iii) As part of the Civil Society Strategy implementation CCS reserves the right to publish information on the delivery of Social Value through this Framework and may contact suppliers requesting case studies for the purpose of increasing awareness and sharing knowledge.

**17. ADDITIONAL DELIVERABLES (Lot 2.1, Lot 2.2, Lot 3 and Lot 4)**

**Technology Solution**

* 1. a) The Supplier shall implement a technology solution to deliver the Managed Services under the Call-Off Contract and enable efficiencies, which shall as a minimum;

i) enable the Buyer to fill urgent and non-urgent requirements;

ii) enable effective on-boarding and performance management of Workers;

iii) provide compliance with GDPR legislation; and

iv) enable efficient processing of timesheets and consolidation of invoicing.

b) The Supplier may include innovative processes within the technology solution to improve usability, including but not limited to;

i) access to pre-placement compliance documentation to demonstrate compliance with paragraph 12 of this Framework Schedule 1 (Specification);

ii) transparent ratings/reviews for workers from previous assignments;

iii) optimised job matching capabilities for the role and the worker;

iv) the function to recruit multiple roles in one booking;

v) structured assignment lengths;

vi) retained history for ease of repeat bookings;

vii) visibility of real time availability of workers, including those from supply chain members;

viii) ability to review skills and experience to invite candidates to interview;

ix) provision of direct access to the worker for talent pool opportunities;

x) illustrative breakdown of the total charge rate for increased transparency;

xi) skills assessments/testing;

xii) full direct onboarding;

xiii) payrolling services;

xiv) online support;

xv) ability to integrate with the Buyer’s existing technologies; and

xvi) incorporation of the Buyer’s policies for ease of access.

**Implementation and Performance Management**

* 1. The Supplier shall deliver a draft Implementation Plan for Approval on or before the commencement date of the Buyer’s Call-Off Contract, when requested by the Buyer. The Supplier shall ensure the draft Implementation Plan includes the following:

i) sufficient detail to manage the implementation of the Buyer’s Call-Off Contract effectively, including;

ii) the resource the Supplier will put in place to manage the Managed Services under the Call-Off Contract;

iii) plan for communication before, during and after implementation of the Managed Services under the Call-Off Contract, including branding and marketing of the service;

iv) proposals for implementation of the Managed Services under the Call-Off Contract to each Buyer, as relevant, either by school, cost centre code or as requested by the Buyer;

v) a schedule of tasks to be undertaken, against set timescales, which will identify the responsibilities of both the Buyer and the Supplier in implementing the Managed Services under the Call-Off Contract. Such tasks may include but not be limited to, details of job descriptions and Worker specifications for the roles required, drafting and preparation of guidance documents for delivering appropriate training on technology for users;

vi) details of Key Performance Indicators, as agreed by the Buyer and the Supplier, including how these will be measured;

vii) plan for obtaining/defining baseline information against which service improvement and financial savings (direct and indirect) can be measured. This baseline will be the most recent Financial Year prior to the commencement date of the relevant Call-Off Contract and the baseline data shall be shared with the Buyer;

viii) support for Buyers to improve long term planning, recruitment and retention of the workforce in a changing market;

ix) plan for transitioning the Buyer’s current supply chain of Employment Businesses and Employment Agencies to the Call-Off Contract at no cost to the Buyer; and

x) plan for the selection and appointment of additional supply chain members, if required by the Buyer.

* 1. The Supplier shall create the draft Implementation Plan within timescales to be agreed with the Buyer prior to the commencement of the Call-Off Contract
  2. The Supplier shall monitor the performance of the Managed Service jointly with the Buyer against the Implementation Plan once the draft Implementation Plan has been approved by the Buyer and resolve any complaints, including on behalf of the supply chain, as per paragraphs 4 and 15 of this Framework Schedule 1 (Specification).
  3. The Supplier shall be required to organise and deliver a small number of workshops for the Buyer at no extra cost to the Buyer or the attendees, to promote and market the new service arrangements during the implementation of any Managed Service solution, unless advised differently by the Buyer.
  4. The Supplier shall deliver regular training on the technology solution to users as required by the Buyer, and provide contingency plans in the event of a system failure to ensure requirements can be met.

**Supply Chain Management**

* 1. The Supplier shall audit the Buyer’s Worker requirements prior to the implementation of the Call-Off Contract (where the Buyer has not previously engaged with the Supplier), taking into account any TUPE implications where applicable. Where a Managed Service is currently in operation with a previous supplier, the Buyer will provide the Supplier with the relevant historical data detailing the previous requirements for Workers from such a previous supplier including number of hours per annum and job descriptions prior to implementation of a Call-Off Contract.
  2. The Supplier shall adopt the Buyer’s existing supply chain by on boarding so that those Employment Businesses (or Employment Agencies as relevant) currently utilised by the Buyer can continue to introduce Workers for roles that the Buyer wishes to fill, subject to agreement with the Employment Business or Employment Agency concerned and working within the rates agreed within Framework Schedule 3 (Framework Prices) or Call-Off Schedule 5 (Pricing Details).
  3. In the event that the Supplier considers that an Employment Business from the Buyer’s existing supply chain does not, or is unable to, meet the requirements of the Framework Contract or that Employment Business (or Agency as relevant) refuses to accept the terms and conditions of the Supplier Call-Off Contract, then the Supplier will inform the Buyer of their intention to remove that Employment Business or Employment Agency (as relevant) from the Buyer’s existing supply chain.
  4. The Supplier shall ensure that they have the Buyer’s approval of the supply chain prior to delivering through supply chain partners.
  5. The Supplier shall implement the technology solution within the supply chain, providing training as required, and implement processes to ensure that supply chain members complete mandatory compliance and safeguarding checks, as per paragraph 12 of this Framework Schedule 1 (Specification), and meet all relative legislative requirements.
  6. The supplier shall ensure prompt payment of the supply chain in accordance with Paragraph 4 (Pricing and Payments) of the Core Terms.
  7. The Supplier shall be responsible for introducing all Workers for hire or for Fixed Term engagement as ordered by the Buyer, and in accordance with this Framework Schedule 1 (Specification).
  8. The Supplier shall cooperate with the Buyer in good faith and will take action as necessary for the efficient transmission of information and instructions to enable both the Buyer and the Supplier to derive the full benefits of the Call-Off Contract.

**Value Added Services**

* 1. The Supplier may deliver additional benefits to the Buyer via the Managed Services under the Call-Off Contract, which may include but not be limited to;

i) increased efficiencies and streamlined processes;

ii) increased opportunities of filling vacancies;

iii) improved workforce planning to reduce future reliance on temporary staffing;

iv) improved visibility of past and future requirements through enhanced reporting;

v) increased value for money and a reduction in the average cost to hire;

vi) increased access to and retention of quality workers;

vii) reduced competition with other local schools; and

viii) increased brand awareness through effective marketing.

* 1. The Supplier shall keep abreast of sector specific challenges and take steps to proactively support the Buyer to minimise the effects of these where possible.
  2. The Supplier shall provide feedback to the Buyer and CCS in the event that they are unable to bid in any further competition for a Managed Service Call-Off Contract, providing reasons for their inability to bid.

**ANNEX A: RM6238 WORKER COMPLIANCE CHECKLIST**

The Supplier shall provide the Buyer with a completed Worker compliance checklist containing the information set out in the attachment below when confirming a booking:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **CCS Framework Title** | Supply Teachers | **CCS Framework Reference** | | **RM6238** | |
| **Buyer’s name**  **(location)** | School name | **Buyers reference no.**  **(if provided)** | | 000000000000 | |
| **Job Title** | Teacher | **Subject Specialist** | Geography | | |
| **Placement date from** | DD/MM/YYYY | **Placement date to** | DD/MM/YYYY | | |
| **Proposed Working**  **Pattern** | Working days; start/finish times | | **Total number of days booked** | | 0 |

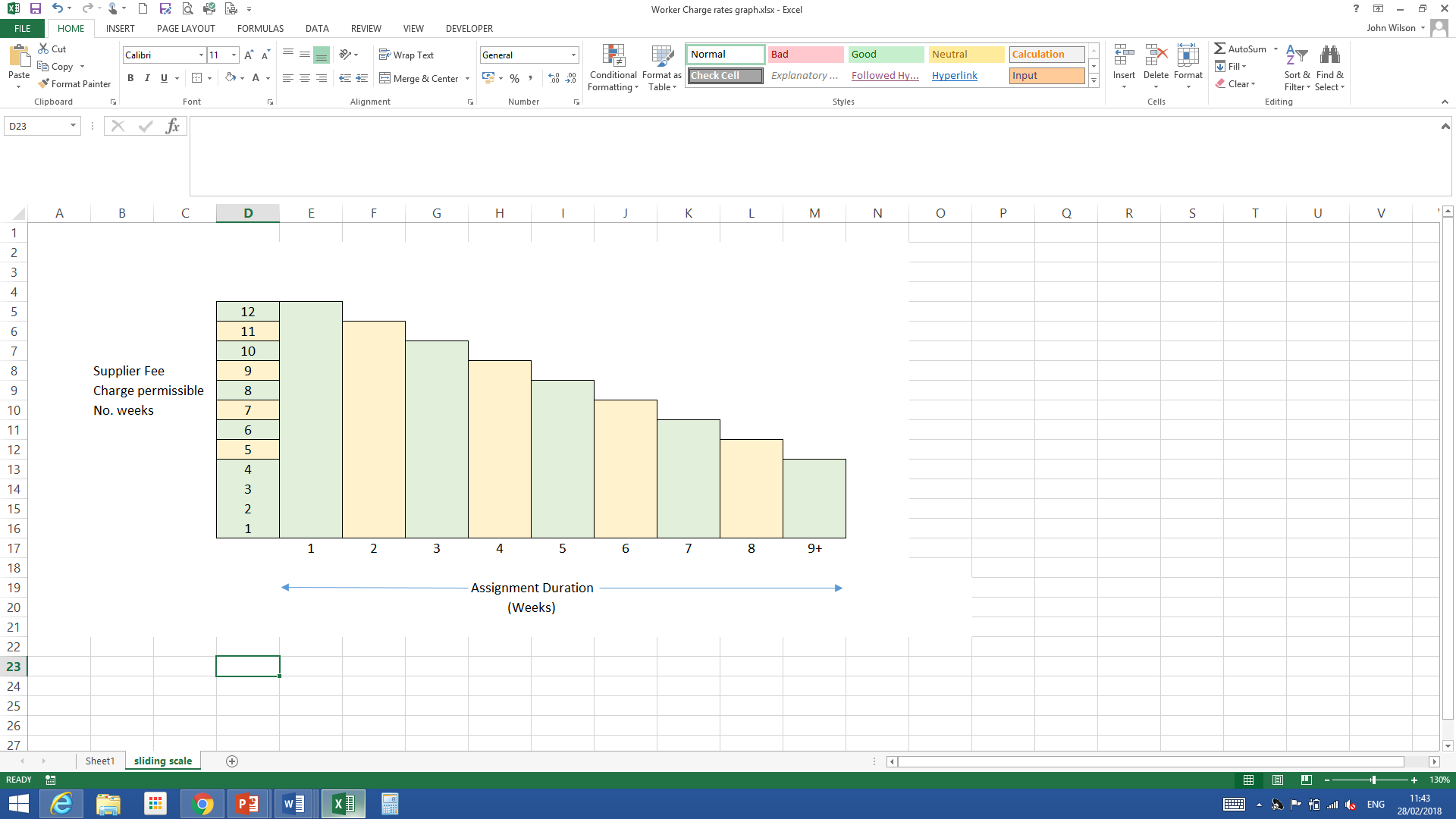
|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Worker’s full name** | | Jane Doe Smith | | | **Recent photograph** |
| **Does the Worker have the relevant skills and knowledge appropriate for the role?** | | Yes / No | | |  |
| **Worker Charge Rate** | | **(Pre AWR)** | | **(Post AWR)** |
| **Agency fee** | | £00.00 | | |
| **Total daily charge excl. VAT** | | £00.00 | | £00.00 |
| **Worker Payment Type** | | PAYE / Ltd Co / Umbrella | | |
| **Employment Checks** | | | **Confirmation checks completed pre-placement / Additional comments** | | |
| **Identity** | | | Yes / No | | |
| **Right to Work** | | | Yes / No | | |
| **QTS / QTLS Compliant Checks** | | | Yes / No / Not Applicable - Regulatory Body & Number | | |
| **Employment History & References** | | | Yes / No | | |
| **Criminal Record Check (DBS)** | | | Yes / No – Disclosure Type & Number, Date Issued | | |
| **DBS Barred list Check** | | |  | | |
| **Prohibition/Sanction** | | |  | | |
| **Additional information**  **as required by the**  **Buyer** | Extra Mandatory Training?  Specific Skills/Experience required? | | | | |

The above named worker has been submitted by the Supplier for consideration in the provision of the deliverables

1. in response to a request from the Buyer
2. has undergone all of the necessary and appropriate pre-employment screening checks as required by the Framework Contract for the provision of Supply Teachers to ensure their compliance prior to supply; and
3. shall be charged in accordance with the Framework Schedule 3 (Framework Prices) or Call-Off Schedule 5 (Pricing Details) to the Framework Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Name** | |  | |
| **Name** |  | **Position** |  |
| **Signature** |  | **Date** | DD/MM/YYYY |

**ANNEX B: TRANSFER FEE: SUPPLIER FEE SLIDING SCALE**



**ANNEX C: TYPES OF SCHOOLS**

There are currently 24,413 schools in England, as per the school census from January 2021.

**State-funded primary schools and state-funded secondary schools** – Primary schools typically accept pupils aged 5-10 and secondary schools aged 11 and above, but there are increasing numbers of **all-through schools,**who take pupils of all compulsory school ages. These schools include academies and free schools and are included in the totals for secondary schools.

**State-funded special schools** – these are schools which provide tailored provision for pupils with special educational needs.

**Alternative provision** these are education settings for children unable to attend a mainstream school. Local authority maintained establishments providing alternative provision, are often referred to as **pupil referral units.** Local authorities can also fund places not maintained by the local authority. Alternative provision is covered in more detail in the “Pupil referral units and alternative provision” section below.

**Independent schools and Non-maintained special schools –** these are registered schools which do not receive government funding. They often charge fees for pupils to attend.

**State-funded nursery** – these are nurseries maintained by the local authority in which they operate. Other nurseries, such as private and voluntary nurseries, are not included in the school census. Schools with a nursery attached will complete the school census as a school rather than as a nursery.