

ANNEX A TO PART A FRAMEWORK SCHEDULE 2
SERVICE SPECIFICATION

1 INTRODUCTION

- 1.1** Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the supply of Non-Medical Non Clinical (NMNC) Temporary Workers. The supply of Temporary Workers will be available through 8 Lots as detailed in section 2 – Description of Lots. A framework agreement may be concluded with Suppliers to allow them to supply on one or more Lots.
- 1.2** Fixed term staff are supplied as “Work-Seekers” by Employment Agencies to be employed by the Customer for a fixed term period. Temporary staff are supplied as “Temporary Work-Seekers” by Employment Businesses on an hourly or daily charge rate. The term “Temporary Worker” for the purposes of this Framework Agreement is used to describe both “Work-Seekers” and “Temporary Work-Seekers”.
- 1.3** A full list of Customers who are eligible to use the Framework Agreement from its commencement can be found in the OJEU Contract Notice. These Bodies are referred to throughout this document as the Customer.
- 1.4** This Framework Agreement will be managed centrally by the Authority and locally by individual Customers.
- 1.5** The Procurement has been advertised by publishing a Contract Notice in the OJEU advertising the Open Procedure under the Public Contracts Regulations 2006 (as amended) (the “Regulations”).
- 1.6** The purpose of this Annex A to Part A Framework Schedule 2 is to provide a description of the Services that the Supplier shall be required to deliver to Contracting Body(s) under the lot structure of this Framework Agreement.
- 1.7** Customers will access the Framework Agreement in accordance with Framework Agreement Schedule 5 (Call-Off Procedure) and Schedule 6 (Award Criteria).
- 1.8** This Annex A to Part A Framework Schedule 2 itemises the Services that shall be required, to the extent permitted and set out in Framework Agreement Schedule 5 (Call-Off Procedure), by one or more of the Contracting Body(s) when entering into a Call-Off Agreement. The Customer’s needs for Temporary Workers may constantly change and/or develop throughout the life of the Call-Off Agreement. The Customer will communicate such changes and/or developments to the Supplier and the Supplier shall endeavour to accommodate such changes and/or developments where it is lawful to do so.

2 DESCRIPTION OF LOTS

2.1 The Framework Agreement consists of the following 8 Lots:

Lot 1 – Neutral Vendor Supply

A Neutral Vendor does not supply any Temporary Workers directly from their own resource pool and will use an Approved Supply Chain in the execution of the Call-Off Agreement. For the Customer receiving the Service, the provision is seamless and the Customer contracts only with the Neutral Vendor and not with the supply chain directly.

The Neutral Vendor will manage supply of Non-Medical Non Clinical (NMNC) Temporary Workers from both Employment Businesses and Employment Agencies in all job categories as detailed in Appendix A – Person Specifications, for temporary assignments or fixed term employment or engagement by Customers.

The Supplier **shall be** permitted to source **up to 20%** of new Assignments via its Affiliates or companies that are otherwise within the same group of companies as the Supplier.

The Supplier shall ensure that at least eighty percent (80%) of new Assignments are sourced via suppliers who are not Affiliates or otherwise within the same group of companies as the Supplier (“non-connected Suppliers” for the purposes of this paragraph), calculated on the basis of total cost to the Customer of new Assignments in the relevant Contract Year.

Starting six months after the commencement date of the Call-Off Agreement the Supplier shall calculate the relevant percentage of Assignments that were sourced via suppliers who are not Affiliates for the preceding six months and submit its workings to the Customer for its review (if the Customer reasonably believes that there is any material error in these workings then the Supplier shall revise and resubmit the workings until the Customer is satisfied that there are no material errors).

If the relevant percentage is below 80% in any six month period the Customer may require the Supplier to increase the amount of Temporary Workers it sources via non-connected Suppliers in the next six month period in order to ensure that the overall relevant percentage for any Contract Year is at least eighty percent.

The Supplier shall ensure that its sourcing of Temporary Workers via suppliers is managed in a fair, open and transparent manner which will be assessable and open to audit by the Authority.

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:

- a) delivered in the manner and to the performance standards required by the obligations contained within this Framework Agreement and any Call-Off Agreement entered into pursuant to it
- b) Compliant with all relevant legislative and regulatory requirements.

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

The Supplier must ensure that all Sub-Contractors utilised in the execution of this Call-Off Agreement are approved in line with Framework Agreement Schedule 7 (Sub-Contractor(s)).

Lot 2 – Master Vendor Supply

A Master Vendor takes overall responsibility for providing Customers with their Temporary Worker needs. The Master Vendor will provide Temporary Workers directly from their own resource pool and may make up any shortfall by managing supplementary supply from an approved Subcontractor supply chain in line with Framework Agreement Schedule 7: Sub-Contractor(s). The Customer contracts only with the Master Vendor, and the Master Vendor is responsible for their Supply Chain.

The Master Vendor will manage supply of Non-Medical Non Clinical (NMNC) Temporary Workers from both Employment Businesses and Employment Agencies (as detailed in Appendix A – Person Specification) for temporary assignments or fixed term employment or engagement by Customers as outlined in Framework Agreement Schedule 7 (Sub-Contractor(s)), and in accordance with all legislative and regulatory requirements.

The Supplier will be responsible for the compliance of the Employment Businesses and Employment Agencies used in accordance with the terms and conditions of the Framework Agreement.

Lot 3 – Admin & Clerical Supply

The Service is for the supply of Non-Medical Non Clinical (NMNC) Admin & Clerical Temporary Workers from both Employment Businesses and Employment Agencies (as detailed in Appendix A – Person Specification) for temporary assignments or fixed term employment or engagement by Customers. The Supplier must provide Temporary Workers for all roles in respect of this lot as described by Appendix A – Person Specification.

The Supplier has the option of making up any shortfall from their own resource pool of Temporary Workers by managing supplementary supply from Sub-Contractor(s) as outlined in Framework Agreement Schedule 7 (Sub-Contractor(s)), and in accordance with all legislative and regulatory requirements.

The Supplier will be responsible for the compliance of the Employment Businesses and Employment Agencies used in accordance with the terms and conditions of the Framework Agreement.

Lot 4 – Corporate Functions Supply

The Service is for the supply of Non-Medical Non Clinical (NMNC) Corporate Functions Temporary Workers from both Employment Businesses and Employment Agencies (as detailed in Appendix A – Person Specification) for temporary assignments or fixed term employment or engagement by Customers. The Supplier must provide Temporary Workers for all roles in respect of this lot as described by Appendix A – Person Specification.

The Supplier has the option of making up any shortfall from their own resource pool of Temporary Workers by managing supplementary supply from Sub-Contractor(s) as outlined in Framework Agreement Schedule 7 (Sub-Contractor(s)), and in accordance with all legislative and regulatory requirements.

The Supplier will be responsible for the compliance of the Employment Businesses and Employment Agencies used in accordance with the terms and conditions of the Framework Agreement.

Lot 5 – IT Professionals Supply

The Service is for the supply of Non-Medical Non Clinical (NMNC) IT Professionals Temporary Workers from both Employment Businesses and Employment Agencies (as detailed in Appendix A – Person Specification) for temporary assignments or fixed term employment or engagement by Customers. The Supplier must provide Temporary Workers for all roles in respect of this lot as described by Appendix A – Person Specification.

The Supplier has the option of making up any shortfall from their own resource pool of Temporary Workers by managing supplementary supply from Sub-Contractor(s) as outlined in Framework Agreement Schedule 7 (Sub-Contractor(s)), and in accordance with all legislative and regulatory requirements.

The Supplier will be responsible for the compliance of the Employment Businesses and Employment Agencies used in accordance with the terms and conditions of the Framework Agreement.

Lot 6 – Legal Supply

The Service is for the supply of Non-Medical Non Clinical (NMNC) Legal Temporary Workers from both Employment Businesses and Employment Agencies (as detailed in Appendix A – Person Specification) for temporary assignments or fixed term employment or engagement by Customers. The Supplier must provide Temporary Workers for all roles in respect of this lot as described by Appendix A – Person Specification.

The Supplier has the option of making up any shortfall from their own resource pool of Temporary Workers by managing supplementary supply from Sub-Contractor(s) as outlined in Framework Agreement Schedule 7 (Sub-Contractor(s)), and in accordance with all legislative and regulatory requirements.

The Supplier will be responsible for the compliance of the Employment Businesses and Employment Agencies used in accordance with the terms and conditions of the Framework Agreement.

Lot 7 – Clinical Coding Supply

The Service is for the supply of Non-Medical Non Clinical (NMNC) Clinical Coding Temporary Workers from both Employment Businesses and Employment Agencies (as detailed in Appendix A – Person Specification) for temporary assignments or fixed term employment or engagement by Customers. The Supplier must provide Temporary Workers for all roles in respect of this lot as described by Appendix A – Person Specification.

The Supplier has the option of making up any shortfall from their own resource pool of Temporary Workers by managing supplementary supply from Sub-Contractor(s) as outlined in Framework Agreement Schedule 7 (Sub-Contractor(s)), and in accordance with all legislative and regulatory requirements.

The Supplier will be responsible for the compliance of the Employment Businesses and Employment Agencies used in accordance with the terms and conditions of the Framework Agreement.

Lot 8 – Ancillary Staff Supply

The Service is for the supply of Non-Medical Non Clinical (NMNC) Ancillary Staff Temporary Workers from both Employment Businesses and Employment Agencies (as detailed in Appendix A – Person Specification) for temporary assignments or fixed term employment or engagement by Customers. The Supplier must provide Temporary Workers for all roles in respect of this lot as described by Appendix A – Person Specification.

The Supplier has the option of making up any shortfall from their own resource pool of Temporary Workers by managing supplementary supply from Sub-Contractor(s) as outlined in Framework Agreement Schedule 7 (Sub-Contractor(s)), and in accordance with all legislative and regulatory requirements.

The Supplier will be responsible for the compliance of the Employment Businesses and Employment Agencies used in accordance with the terms and conditions of the Framework Agreement.

3. MANDATORY SERVICE REQUIREMENTS FOR SUPPLIERS IN RELATION TO ALL CONTRACTING BODIES.

- 3.1. This section provides details of the mandatory requirements that Suppliers must fulfil in order to meet the service delivery requirements of this Framework Agreement. All Mandatory Service Requirements, as listed below shall be required to commence from the commencement dates of the Call-Off Agreements with the Customers.
- a. **Provision and Ordering of Temporary Workers** - The Supplier must be able to perform the Services in section 4.
 - b. **Compliance – Pre-Assignment Checks, Regulations, Legislation and Security** - The Supplier must comply with all compliance requirements in section 5.
 - c. **Management Information and Data Reporting** - The Supplier must provide the information described in section 6
 - d. **Complaints and Whistle-Blowing Policy** - The Supplier must adhere to the requirements in section 7.
 - e. **Additional Services** - The Supplier must adhere to the requirements in section 8.
- 3.2. Each Lot within this Framework Agreement comprises of a number of roles categorised within Agenda for Change Pay Bands and job profiles. Typical examples of the job profiles covered by the scope of this Framework Agreement are detailed in Appendix A – Person Specifications. Provided that all such additional roles shall be merely different titles attributed to the roles listed in line with individual Customer organisations and shall be within the scope of the Services in the Framework Agreement.
- 3.3. The Supplier shall provide Temporary Workers for Assignments that may require attendance at any time of the day and any day of the week.
- 3.4. The Supplier shall ensure that all of its own personnel, responsible for or associated with the delivery of these services to Customers are suitably trained and understand the requirements of this Framework Agreement.
- 3.5. The Supplier must provide details of all branch locations from which its organisation operates. This information will be used by the Authority to create geographical information from all suppliers for Customer use. Customers may also use the information as a factor to determine the most economically advantageous tenders when calling off the Services from the Framework Agreement through the use of an award support tool provided by the Authority which will identify Suppliers within a Customer defined distance to their location.
- 3.6. The following job profiles are NOT covered by the scope of this Agreement:
- 3.6.1. Any healthcare roles covered by the Agenda for Change job families, including nursing and midwifery, personal social services, allied health professionals, health science services, dentists, doctors and consultants as defined by NHS Employers.

4. PROVISION & ORDERING OF TEMPORARY WORKERS

Provisions for Ordering of Temporary Workers

- 4.1. The Supplier shall fill, through a free and fair process, the Customer's requirement, with the Candidate that most closely meets the Customer's job description and person specification (or equivalent) as provided by the Hiring Manager. The Supplier is required to ensure that its employees provide access to work to Temporary Work-Seekers and Work-Seekers in a fair and non-discriminatory manner.
- 4.2. The Supplier shall have the facility for Hiring Managers to request a Temporary Worker via a variety of channels (e.g. via email, fax, and telephone or through an electronic booking system) or as specified by the Customer. The Customer shall define the preferred method(s) or format(s) prior to the commencement of the Call-Off Agreement.
- 4.3. As regards requests for the ordering of Temporary Workers, the following shall apply:
 - 4.3.1. To accommodate Customer locations without internet access, the Supplier shall have a fax and telephone booking system in place.
 - 4.3.2. In any instance where Customers incur telephone charges, calls shall be charged at a local rate or lower.
 - 4.3.3. The Supplier shall have a booking service that is staffed inside service hours (between 9am and 5.30pm, Monday to Friday and excluding public holidays) and automated outside of service hours. Within service hours, the Supplier's booking service response team will be staffed by personnel that are suitably trained and experienced in the Supplier's process for the supply of Temporary Workers under this Framework Agreement.
 - 4.3.4. A list of Authorised Users will be agreed by each Customer with the Supplier prior to the commencement of a Call-Off Agreement. This list must be adhered to by the Supplier when processing requests for Temporary Workers. The Supplier will refuse to process bookings if requested by a person who is not an Authorised User. The Customer will be able to add, and to remove, Authorised Users from the list during the course of the Call-Off Agreement.

Response Timescales to Requests for Temporary Workers

- 4.4. The Supplier shall respond to all requests for Temporary Workers within the response timescales provided in the table below, unless other timescales have been approved In Writing or specified by the Customer in a Call-Off Agreement:

Urgency of Assignment request	Response Timescale
Temporary Worker 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

- 4.5. For the avoidance of doubt and as an example, where the Hiring Manager requests a Temporary Worker to commence a role within four (4) calendar days, the Supplier shall respond to the request within one (1) Working Day.
- 4.6. The Supplier must keep the Hiring Manager updated on the progress in meeting the Customer's requirements and on any outstanding Orders.
- 4.7. The Supplier acknowledges that where emergency requests arise, the Supplier shall endeavour to support the Customer where possible and prioritise requests.

Ordering Of Temporary Workers

- 4.8. Customers shall provide, where relevant, the following information to the Supplier which shall include but not be limited to the following;
 - 4.8.1. the intended duties of the Temporary Worker;
 - 4.8.2. the location at which, and the days/hours during which, the Temporary Worker would be required to work;
 - 4.8.3. the necessary or required experience, specialist skills, training, qualifications and any authorisation(s) which the Customer considers are necessary, or which are required by Law, or by any relevant Professional and Regulatory Body, for a Temporary Worker to possess in order to work in the position;
 - 4.8.4. the Agenda for Change Pay Band that will apply to the Assignment;
 - 4.8.5. any risks to health or safety known to the Customer and what steps the Customer has taken to mitigate or control such risks;
 - 4.8.6. whether the Assignment requires the Temporary Worker to have a current and valid DBS check and/or Work Health Assessment;
 - 4.8.7. named personnel to whom the Temporary Worker will report to upon arrival; and
 - 4.8.8. details of any expenses that would be payable by or to the Temporary Worker and any other benefits offered; and
 - 4.8.9. confirmation that the Customer knows of no reason why it would be detrimental to the interests of the Temporary Worker to fill the Assignment.

and a Temporary Worker request form template can be found at Appendix C to assist the Customer in identifying these key requirements to enable the Supplier to provide a suitable Temporary Worker.

- 4.9. Customers may require the Supplier to Introduce Temporary Workers for hire on Assignments to work shifts or to work for a specific period. Unless otherwise agreed In Writing between the Parties, the Supplier shall notify and agree with the Temporary Worker the shifts and the duration that they will be expected to work.
- 4.10. Customers may require the Temporary Workers to work unsocial hours, which are defined in the latest version of the NHS terms and conditions of service handbook available on the NHS Employers website:
<http://www.nhsemployers.org/your-workforce/pay-and-reward/nhs-terms-and-conditions/nhs-terms-and-conditions-of-service-handbook>
- 4.11. The Customer shall ensure that Orders are made in accordance with the Call-Off Agreement and that Hiring Managers:
 - 4.11.1. will ensure that requests for Temporary Workers are authorised promptly;

- 4.11.2. will have the Order annotated with the relevant Framework reference number (RM971) and the timescales in which they require responses to their request;
- 4.11.3. will specify whether they require a number of Candidate CVs to be submitted or whether a suitable Temporary Worker should be selected and proposed by the Supplier. The Hiring Manager may specify the number of CVs to be submitted and this may vary between Orders;
- 4.11.4. will provide the Supplier with sufficient information to enable the Supplier to comply with its obligations under The Conduct of Employment Agencies and Employment Businesses Regulations 2003 and the Agency Worker Regulations 2010 and select a suitable Temporary Worker for the position which the Customer seeks to fill including, but not limited to, the following information:
 - 4.11.4.1. the date on which the Customer requires a Temporary Worker to commence a role and the duration, or likely duration, of the role; and
 - 4.11.4.2. the position which the Customer seeks to fill
- 4.12. The Hiring Manager shall agree In Writing with the Supplier as part of the Call-Off Agreement, which types of previous conviction(s) would not be acceptable to the Customer for the position which the Customer seeks to fill before the commencement of the Call-Off Agreement and/or as and when the need arises.
- 4.13. Customers will not request the Introduction of a Temporary Worker to perform the duties normally performed by a permanent worker who is taking part in official industrial action or has been transferred by the Customer to perform the duties of a person on strike or taking official industrial action.

Provision of Candidates and Candidates Information

- 4.14. The Supplier shall operate clear and written processes and procedures for the recruitment, selection and Introduction of all Temporary Workers to meet the requirements of the Call-Off Agreement.
- 4.15. The Supplier shall consistently provide the Customer with Temporary Workers that match the requirements as identified by the Customer throughout the life of the Call-Off Agreement. When Introducing potential Candidates the Supplier shall inform the Customer:
 - 4.15.1. of the identity of the Candidate;
 - 4.15.2. that the Candidate has the necessary skills and qualifications in accordance with Paragraph 4.8.3 of this Annex A to Part A of Framework Schedule 2 to work in the position which the Customer seeks to fill;
 - 4.15.3. that the Candidate has satisfactorily undergone the relevant Safeguarding and Employment Checks as required by the Customer in accordance with paragraph 5.14 of this Annex A to Part A of Framework Schedule 2 and will provide copies of required compliance checks to the Customer on request;
 - 4.15.4. that the identified Candidate is willing to work in the position which the Customer seeks to fill (either in full or in part);
 - 4.15.5. that the Candidate is fit to work at that time, i.e. declares that they are not suffering from any medical condition(s) which would prevent them from being supplied for hire in accordance with the Customer's policies and procedures. For

example, they are in good health and medically and physically fit in so far as the requirements of the Assignment are concerned, i.e. they are not suffering from any of the following medical related conditions: diarrhoea, a rash or vomiting etc. and that the Supplier has verified any relevant information in accordance with NHS Employers Work Health Assessments which comprise part of the Employment Check Standards as detailed in paragraph 5.14; and

4.15.6. of the Contract Charges in respect of the Assignment and in accordance with Framework Schedule 3 (Framework Prices And Charging Structure).

4.16. The Supplier shall:

4.16.1. ensure that it is fully informed about the identity of the Customer and, as appropriate, understands the nature and the individual needs of the Customer's business to which the Supplier is Introducing Temporary Workers;

4.16.2. obtain sufficient information from the Hiring Manager to be able to select a suitable Candidate for the Assignment(s) which the Customer seeks to fill;

4.16.3. ensure that the Temporary Worker and the Customer are each aware of any requirements imposed by Law, or by any relevant Professional and Regulatory body, which must be satisfied by the Customer, or the Temporary Worker, to enable the Temporary Worker to work for the Customer in the position which the Customer seeks to fill;

4.16.4. ensure that without prejudice to any of its duties under any Law in relation to health and safety at work, it has made all such enquiries, to ensure that it would not be detrimental to the interests of the Temporary Worker or the Customer for the Temporary Worker to work for the Customer in the position in which the Customer seeks to fill; and

4.16.5. only introduce Candidate's details in response to a direct request from an Authorised User unless otherwise agreed, In Writing, by the Hiring Manager

4.17. Without prejudice to any restrictions that may be imposed by other provisions of the Framework Agreement, the Supplier shall not introduce any Candidate:

4.17.1. where information is received or obtained which gives the Supplier grounds to believe that they are unsuitable for the position which the Customer seeks to fill; and/or

4.17.2. who has not satisfactorily undergone the relevant Safeguarding and Employment Checks or would have failed such Safeguarding and Employment Checks had they been conducted immediately prior to them being Introduced for the role that the Customer seeks to fill.

4.18. The Supplier shall ensure that any Temporary Worker who discloses that they have a spent or Unspent Conviction under the terms of Rehabilitation of Offenders Act 1974, or who is found by the Supplier to have any Relevant Convictions ("Relevant Convictions" include crimes against a person, whether of a violent or sexual nature, offences involving unlawfully supplying controlled drugs or substances and offences listed in the Terrorism Act 2006. (whether as a result of a police check or through the Disclosure and Barring Service (DBS) procedures or otherwise)), is not Introduced or further Introduced for hire in any part of the provision of the Services (as the case may be) without Approval In Writing from the Customer. Where the position is listed as exempt under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, it is essential that employers make clear to the applicant that the Customer entitled to seek

information about all spent and unspent convictions that are not subject to the filtering rules introduced on 29 May 2013.

- 4.19. All Temporary Workers must be informed In Writing that undeclared criminal convictions which subsequently become known may result in the Customer instructing the Supplier that where the Temporary Worker is on an Assignment with the Customer, then the Assignment may be immediately terminated and that the Temporary Worker may be immediately removed from any premises owned or controlled by the Customer from which the Services are carried out.
- 4.20. The Supplier shall:
- 4.20.1. ensure that it informs the Hiring Manager if it receives additional information about a Candidate from the DBS. Where this additional information cannot be shared with the Hiring Manager, the Hiring Manager reserves the right to reject the Temporary Worker from fulfilling an Assignment;
 - 4.20.2. inform the Hiring Manager on each occasion where a Temporary Worker is under investigation from any external agency. External agencies for the purposes of this Paragraph includes any relevant Professional and Regulatory body, HMRC, NHS Protect, the Police, public health bodies and Home Office/UK Border Agency;
 - 4.20.3. immediately notify the Customer In Writing if a Temporary Worker is convicted of an offence whilst on an Assignment with the Customer, and seek to reach agreement on the appropriate course of action.
- 4.21. Where information is received or obtained pursuant to paragraph 4.20 above, which indicates that a Temporary Worker may be unsuitable for the position which the Customer seeks to fill, but, in the opinion of the Customer as communicated to the Supplier, that information does not give the Customer grounds to believe that the Temporary Worker is unsuitable for the position, the Supplier shall:
- 4.21.1. commence making such further enquiries as may be required by the Customer, as to the suitability of the Temporary Worker for the position concerned. The Supplier shall inform the Hiring Manager of the further enquiries made and any additional information it receives or obtains prior to the commencement of the Assignment; and
 - 4.21.2. where, as a result of these enquiries, the further information obtained gives the Supplier grounds to believe that the Temporary Worker is unsuitable for the position, the Temporary Worker shall no longer be Introduced for hire and be immediately withdrawn from further consideration by the Customer.
- 4.22. The Supplier shall ensure that when Introducing a particular Candidate to the Hiring Manager:
- 4.22.1. it gives to the Hiring Manager (whether orally or otherwise) all information it has been provided with about the Candidate pursuant to paragraph 4.20 above. This information and any Candidate's details (including CVs or information provided under Appendix B to this Framework Schedule 2 (Assignment Checklist) or otherwise) should be sufficiently detailed, and fully aligned with the Hiring Manager's requirements, to enable the Hiring Manager to make an informed decision about which Candidate is suitable to hire for the Assignment; and
 - 4.22.2. the information it gives to the Hiring Manager is submitted anonymously/unbranded so that where applicable, the Hiring Manager cannot identify the Sub-Contractor utilised in the execution of the Services.

- 4.23. Once the Candidate has been selected and in advance of the Temporary Work-Seeker commencing the Assignment, the Supplier shall ensure that the Temporary Work-Seeker has a current ID badge, which should be carried and displayed by the Temporary Work-Seeker so that it is clearly visible at all times whilst on the Assignment. This ID badge will be valid for a maximum of 12 months and must contain the Temporary Work-Seeker's full name, the Supplier name and/or logo, a recent photo of the Temporary Work-Seeker and an expiry date for the badge. For the avoidance of any doubt, where the identification badge may expire during the term of the Assignment, the Supplier shall ensure that the identification badge is replaced before the expiry date has been reached.
- 4.24. The Supplier shall ensure that when it offers a Candidate a position with a Customer:–
- 4.24.1. it gives to the Candidate (whether orally or otherwise) all information it has been provided with about the matters referred to in paragraphs 4.14 to 4.23 above; and
- 4.24.2. it gives the agreed rate of remuneration and any other benefits which the Customer may offer during the Assignment.

Selection and Rejection of Candidates

- 4.25. The Customer may wish to conduct its own further Safeguarding and Employment Checks on the Temporary Worker prior to the commencement of an Assignment. For example, this may include the Customer conducting a face-to-face interview of and/or an additional occupational health or medical examination on and/or require the Candidate to be further tested to ensure that they meet the specified competencies, necessary or required experience and skills etc.
- 4.26. The Customer will advise the Supplier of the circumstances and reasons for any further Safeguarding and Employment Checks required. The Supplier shall arrange for the Candidate to satisfy the Customer's requirements. If the Candidate declines, the Customer reserves the right to reject that Candidate as unsuitable for the position which the Customer seeks to fill.
- 4.27. Where requested by the Customer, the Supplier shall arrange for the Candidate to be tested to ensure that they meet specified capabilities prior to the commencement of an Assignment. Details of any such test results shall be made available to the Customer.
- 4.28. The Customer will confirm in a timely manner, the suitable Temporary Worker selected for the Assignment which the Customer seeks to fill.
- 4.29. The Customer shall reserve the right to reject Candidates as unsuitable. Feedback will be provided to the Supplier by the Hiring Manager as to the reasons for the Customer's rejection. Should the Customer reject a Candidate who meets all the requirements of the Customer, and who is subsequently Introduced by a different agency and engaged by the Customer then the Customer shall be liable for a transfer fee in accordance with Framework Agreement Schedule 3 (Framework Prices and Charging Structure)

Cancellation of Order and Rejection of Temporary Work-Seekers

- 4.30. The Customer shall notify the Supplier of the requirement for any change or cancellation of any confirmed Order at least two (2) hours prior to the agreed Assignment start time. Unless otherwise agreed between the Parties In Writing, if the Customer cannot comply with the timeframe to notify the Supplier of any change or cancellation then the Customer shall pay for twenty five (25) per cent of the cost of

the first day of the Assignment or where the Assignment is less than one (1) day, twenty five (25) per cent of the total cost of the Assignment and in both cases, where the Temporary Work-Seeker cannot be placed elsewhere within the Customer's organisation. The Customer acknowledges and agrees that the payment from the Customer shall be a genuine pre-estimate of the losses incurred by the Supplier in such circumstances and shall be paid to the Supplier for the relevant payments to be distributed to/passed on for payment to the Temporary Work-Seeker.

- 4.31. Once an Order has been accepted and the Supplier has agreed In Writing to assign a particular Temporary Work-Seeker, the Supplier shall notify, In Writing, the Hiring Manager without delay, and no later than 2 hours before the commencement of the Assignment, where circumstances may arise that would affect the Temporary Work-Seekers' commencement of an Assignment. Where the Supplier notifies the Customer of the need to cancel an agreed Order, the Supplier shall:
- 4.31.1. find a suitable replacement Temporary Work-Seeker at the Supplier's expense (i.e. no additional charge to the Customer). The Customer reserves the right to not accept the replacement Temporary Work-Seeker;
 - 4.31.2. unless otherwise agreed between the Parties In Writing, if the Supplier cannot comply with the requirements of paragraph 4.31.1 at least two (2) hours before the commencement of the Assignment, then the Supplier shall pay for twenty five (25) per cent of the cost of the first day, or where the Assignment is less than one (1) day, twenty five (25) per cent of the total cost of the Assignment cancelled. The Parties agree that the payment from the Supplier shall be a genuine pre-estimate of the losses incurred by the Customer in such circumstances
- 4.32. Data on the numbers of and reasons for such cancellations shall be kept by the Supplier and it shall provide the Customer with a copy of this information on a quarterly basis.
- 4.33. Repeat cancellations may result in the Supplier being suspended from the provision of the Services under the Call-Off Agreement in accordance with paragraph 42.1 of Framework Schedule 4 (Order Form and Call-Off Terms).
- 4.34. In the event that the Customer rejects the Temporary Work-Seeker from the Assignment in circumstances which would require the Supplier to provide information to the Disclosure and Barring Service (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 where the Customer is located within Scotland, the Customer shall provide sufficient information to the Supplier to allow it to discharge its statutory obligations.
- 4.35. If the Customer considers that the services of the Temporary Work-Seeker are unsatisfactory, the Customer may terminate the Assignment either by instructing the Temporary Work-Seeker to leave the Assignment (and the Customer's premises) immediately, or by directing the Supplier to remove the Temporary Work-Seeker.
- 4.36. In the event that a Temporary Work-Seeker is rejected by a Customer and where the Assignment is terminated before the agreed Assignment end date, the Supplier shall be responsible for investigating the circumstances of that rejection. Depending on the justification for the rejection:
- 4.36.1. the Customer may require that the Temporary Work-Seeker does not work for the Customer's organisation again, and the Supplier shall ensure that if the Temporary Work-Seeker in question is offered for other vacancies within that

Customer organisation, that the Hiring Manager is made aware of any previous reports on performance of that person; or

4.36.2. where a rejection occurs by a Customer, it is the Supplier's responsibility to make Hiring Managers aware of such a rejection when the Candidate in question is put forward for future Assignments in the Customer's organisation in order to enable Hiring Managers to make an informed decision.

4.37. Where the Supplier is made aware In Writing by the Customer or the relevant Professional and Regulatory body, or other organisation, that there are grounds to believe that the Temporary Work-Seeker may pose a threat to the safety of patients, other workers or the public (for example, arising from events leading to his possible prosecution, suspension or dismissal by another employer), the Supplier will not further deploy that Temporary Work-Seeker until such time that the matter has fully and satisfactorily been resolved.

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

4.38. If it transpires that the Work-Seeker Introduced rejects the fixed term Engagement or does not attend the fixed term Engagement or once the fixed term Engagement has commenced, the fixed term Engagement is terminated by either the Work-Seeker or the Customer (except in circumstances where the Work-Seeker is made redundant) before the expiry of twelve (12) Weeks from the date of commencement of the fixed term Engagement, then the Supplier shall refund a percentage of the introduction fee for each complete week of the initial twelve (12) Week period not worked by the Work-Seeker. For the avoidance of doubt, there shall be no refund where the Work-Seeker's fixed term Engagement is terminated by the Customer or Work-Seeker (or the fixed term engagement would have been terminated but for any period of garden leave or payment in lieu of notice) during or after the thirteenth (13th) week of the fixed term engagement.

4.39. The Customer may terminate the fixed term Engagement if it transpires that the Work-Seeker Introduced:

4.39.1. is found to not have the defined requirements for the Assignment, i.e. in terms of the relevant Safeguarding and Employment Checks required or does not have the necessary or required experience etc.; or

4.39.2. is found to not have correct and valid credentials that would allow him to legally work and carry out the fixed term Engagement; or

4.39.3. is found to have knowingly withheld information or provided false or misleading information.

4.40. The date of termination of the fixed term Engagement shall be the date on which the Work-Seeker ceases working or would have ceased working for the Customer, but for any period of garden leave or payment in lieu of notice, whichever is later.

4.41. In the event that the Customer rejects the Work-Seeker in circumstances which would require the Customer to provide information to the Independent Safeguarding Authority (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006, or the Protecting Vulnerable Groups (Scotland) Act 2007 where the Customer is located within Scotland, the Customer shall provide sufficient information to the Supplier to allow it to discharge its own statutory obligations.

4.42. In order to qualify for the refund referred to in paragraph 4.38 above, the Customer:

- 4.42.1. must notify the Supplier In Writing of the termination or non-commencement of the fixed term Engagement within seven (7) Working Days of its termination or non-commencement; and
- 4.42.2. shall give the Supplier four (4) Weeks from the date of the notice of non-commencement or termination in which to find a suitable Replacement Candidate based on the original specification given for the position the Customer is seeking to fill. If after four (4) Weeks from the date of the notice no suitable Replacement Candidate is found, or if the Replacement Candidate's fixed term engagement is terminated before the expiry of twelve (12) Weeks from the date of commencement of the fixed term engagement, the Customer will then be eligible for a refund of the Employment Agency fee.
- 4.43. If subsequent to the Customer receiving a refund the Work-Seeker is re-engaged by the Customer within a period of six (6) Months from the date of termination, then the refund shall be repaid to the Supplier. The Customer shall not be entitled to any further refunds in relation to the re-engagement of the Work-Seeker.

Booking Confirmation

- 4.44. The Supplier is required to confirm the booking details required, In Writing, and in the format provided under Appendix B to this Annex A to Part A Framework Schedule 2 (as may be amended from time to time during the life of the Framework Agreement or any other alternate Good Industry Practice form which has been agreed In Writing between the Parties) when confirming the booking of the Temporary Worker.
- 4.45. In addition, the Supplier shall provide the Hiring Manager with a recent and clear photo ID of the Temporary Worker, to enable the Hiring Manager to confirm that the person they are expecting to fill the Assignment is the person who fills the Assignment.
- 4.46. The Temporary Worker must produce their original current and valid personal identification documents when commencing an Assignment.
- 4.47. If requested by the Hiring Manager, the Supplier shall:
- 4.47.1. provide clear copies of any of the information it has received or obtained to enable the Hiring Manager to validate that the Temporary Worker has satisfactorily undergone the relevant Safeguarding and Employment checks required under paragraph 5.14 Annex A to Part A of Framework Schedule 2; and
- 4.47.2. advise the Temporary Worker of the requirement to provide clear copies of any of the information required by the Customer to validate that he has satisfactorily undergone the relevant Safeguarding and Employment Checks.
- 4.48. For the avoidance of doubt, the Customer may request to see copies of all or any of the required safeguarding and employment checks information, which must be retained by the Supplier, as detailed under paragraph 5.14.

Charges

- 4.49. The Customer will only pay Contract Charges relating to the Services delivered by the Supplier which are the subject of a valid Order. For the avoidance of doubt, the Supplier shall decline to provide the Services where the Order has not been received from an Authorised User.

- 4.50. All invoices to Customers should be clear, accurate and transparent containing as a minimum, pay rate to worker, statutory contributions and Supplier Fee, all broken down as separate line items.
- 4.51. The Supplier shall reduce or cancel the Contract Charges for the time worked by the Temporary Worker on an Assignment with the Customer if it transpires that the Temporary Worker has been rejected in accordance with any of the following instances:
- 4.51.1. the Customer has asked the Temporary Worker to leave the Assignment or has directed the Supplier to remove the Temporary Worker from the Assignment; and/or
- 4.51.2. if it transpires that the Temporary Worker:
- A. fails to attend an Assignment at the reporting time agreed In Writing between the Customer and the Supplier; or
 - B. is rejected within a trial period for specified Assignments, where such a trial period has been agreed In Writing between the Customer and the Supplier; or
 - C. has been rejected as unsuitable within the first four (4) hours of commencing the Assignment where the Assignment is for more than seven (7) hours, or within two (2) hours of commencing the Assignment where the Assignment is for less than seven (7) hours; or
 - D. rejects the Assignment or does not attend the Assignment; or
 - E. is found to not have the defined requirements for the role, i.e. in terms of the relevant Safeguarding and Employment Checks required or does not have the necessary or required experience etc.; or
 - F. is found to not have correct and valid credentials that would allow him to legally work and carry out the Assignment; or
 - G. is identified by the Customer as unfit to work or not being capable of carrying out the majority / most / or all of the specified tasks or activities required pursuant to the Assignment, safely and to the Customer's necessary standards; or
 - H. is unable to attend the Assignment, if the Customer's premises are closed for any reason, for example, industrial action or Force Majeure event.
- 4.52. Unless otherwise agreed In Writing in advance with the Customer, the Customer will have no liability to either the Supplier or any Temporary Worker for travel expenses and/or other disbursements incurred and the Supplier shall ensure that all Temporary Workers supplied in the provision of the Services are aware of this.
- 4.53. The Customer will notify the Supplier of any offer of direct engagement or employment it makes to the Candidate.

Transfer Fees

- 4.54. Subject to further details as set out in paragraph 4.63 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 Customers, in the following circumstances only:

- 4.54.1. Where a Customer is supplied a Temporary Work-Seeker who is then taken on permanently by the Customer (temp-to-perm fees);
- 4.54.2. where Customers cease 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 Customer wishes to use (temp-to-temp fees)
- 4.54.3. if the Customer 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

- 4.55. 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 Customer has first been given the option by the Supplier, to have that Temporary Work-Seeker supplied by the Supplier for a further period of 8 weeks from when the Customer provides notice In Writing (“the Extended Hire Period”) and the Customer has not utilised this option.
- 4.56. Notwithstanding anything in paragraphs 4.54 and 4.55, a Supplier of Temporary Work-Seekers can only charge Transfer Fees where the transfer takes place within whichever is later of:
 - 4.56.1. 14 weeks from the start of the first Assignment with the Customer; or
 - 4.56.2. 8 weeks from the end of any Assignment
- 4.57. 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.
- 4.58. Where the Customer wishes to exercise the option to Engage the Temporary Work-Seeker for an Extended Hire Period:
 - 4.58.1. The Customer must notify the Supplier of this In Writing; and
 - 4.58.2. The Supplier must continue to supply the Temporary Worker for 8 weeks, at the same agreed rate which applied prior to the Customer opting to use the Extended Hire Period, unless prevented from doing so for reasons that are not in any way the Supplier’s fault.
- 4.59. Where the Customer has Engaged the Temporary Work-Seeker for an Extended Hire Period that Temporary Work-Seeker can transfer without a Transfer Fee being payable by the customer to the supplier.

Temp-to-third party Transfer Fees

- 4.60. If a supplier of Temporary Work-Seekers supplied a Temporary Work-Seeker who the customer introduced to a third party then that Supplier can charge a Transfer Fee following the same rules as temp-perm or temp-to-temp fees, subject to the following difference; that

- 4.61. the Supplier does not have to offer the Customer a choice between the transfer fee and an Extended Hire Period.

Calculating Transfer Fees

- 4.62. The Transfer Fee payable will be calculated in accordance with Framework Agreement Schedule 3 (Framework Prices and Charging Structure) and based on the remuneration payable to the Temporary Work-Seeker.

Relevant Law

- 4.63. For the avoidance of doubt the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall apply to the payment of Transfer Fees.

Work-Seeker (Fixed Term Assignments)

- 4.64. If a Customer 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 and Charging Structure), 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 12 months for the Customer, for example:

- 4.64.1. After 8 months of fixed term employment, the Customer wishes to take the Work-Seeker permanently then the Supplier will charge a fee equal to the difference due compared to 12 months (i.e. 4 months)

- 4.65. The Work-Seeker Transfer Fee will be due if the Work-Seeker is appointed permanently up to six months after the end of the fixed term Assignment.

Timesheets

- 4.66. The Supplier shall provide all Temporary Work-Seekers with a timesheet that must be used whilst on an Assignment.

- 4.67. Timesheets must be fully completed and legible. Timesheets submitted will be in accordance with Good Industry Practice and the latest NHS Protect guidelines regarding timesheets and/or specific measures (which may set higher standards than those provided in the Call-Off Agreement) to prevent Fraud by Temporary Work-Seekers.

- 4.68. Subject to the provisions of paragraph 4.66 to 4.67, the Customer shall authorise each timesheet without delay.

- 4.69. The Supplier shall have the facility to operate an electronic timesheet process to support the Customer's invoicing requirements. In the case of timesheets completed through electronic means, a secure authorisation process must be used at all times. Where necessary the Customer may also require that any electronically completed timesheets must be printed and authorised manually, i.e. by hand.

- 4.70. The Supplier will manage timesheets and ensure that:

- 4.70.1. whilst on the Assignment the Temporary Work-Seeker fully completes and submits a timesheet, in accordance with paragraph 4.66 to 4.69, to the relevant Hiring Manager for Approval before it is returned to the Supplier.
- 4.70.2. for locations without access to the Internet, the Supplier will:
- A. have the facility for a paper timesheet to be used by the Temporary Work-Seeker. All paper timesheets will have a unique identifier; or
 - B. record the timesheet on behalf of the Temporary Work-Seeker.
- 4.71. The Temporary Work-Seeker will agree locally with the Hiring Manager when any meal or rest breaks should occur.
- 4.72. The Supplier shall ensure that all rest breaks and rest periods taken by the Temporary Work-Seeker whilst on the Assignment are accounted for in the timesheet by reference to the actual time taken by the Temporary Work-Seeker.
- 4.73. The Supplier shall investigate all occurrences where there is non-compliance with paragraph 4.67 and notify the Customer as to the outcome of its investigation.
- 4.74. Where the Customer has an internal policy which either:
- 4.74.1. subject to the provisions of AWR, indicates that all rest breaks and rest periods are unpaid and must not be added to the hours claimed to have been worked by the Temporary Work-Seeker on the Assignment; and/or
 - 4.74.2. restricts the number of hours a Temporary Work-Seeker can work, the Supplier shall ensure that these restrictions are reflected in the invoicing.
- 4.75. The Supplier shall only process fully completed timesheets which have been Approved by the appropriate Hiring Manager. In the event that a Hiring Manager refuses to Approve a timesheet, the Supplier shall be notified within two (2) Working Days and shall attempt to resolve this with the Hiring Manager in the first instance. If further resolution is required, the incident should be referred to the contract manager.
- 4.76. The Supplier must provide the contract manager with an exception report of unauthorised timesheets, on a weekly basis (unless otherwise agreed In Writing between the Customer and the Supplier).
- 4.77. The auto-approval of timesheets may only be used at the request In Writing of the Contract Manager.

End of Assignment

- 4.78. At the end of the Assignment the Temporary Worker must:
- 4.78.1. hand over work to their supervisor, or the person taking over from them and report any adverse incidents that have occurred;
 - 4.78.2. make accurate and legible records (where required by the customer) before they leave, printing their name, role and identifying themselves as a Temporary Worker
 - 4.78.3. return any property or other resources obtained during the course of the Assignment;
 - 4.78.4. not falsify records, timesheets, expenses or attempt to defraud the Customer in any way;

- 4.78.5. complete the timesheet accurately and thoroughly and get it signed by the Customer's appropriate representative.
- 4.79. Upon the completion of the Temporary Worker's Assignment with the Customer, or as soon as practicable thereafter, the Supplier shall ensure that it completes an end of assignment Assessment Report in respect of the Temporary Worker's performance during that Assignment. An example form is set out in Appendix D which is in accordance with Good Industry Practice but the Supplier can use a different form where this contains all the information contained in the example form at Appendix D. Where required to do so the Supplier shall discuss the contents of the report with the Hiring Manager. If any shortcomings are identified in the Temporary Worker's performance during the term of the Assignment, the Supplier shall take appropriate action to remedy the shortcomings identified in agreement with the Hiring Manager.
- 4.80. Following a request from the Supplier, and to assist the Supplier in meeting its obligations under paragraph 4.79 the Hiring Manager must provide to the Supplier, an end of assignment checklist within 2 weeks of the end of an Assignment. The requirements of this paragraph 4.79 may be performed by electronic means.
- 4.81. Any serious misconduct and/or poor performance by the Temporary Worker during the Assignment will be conveyed to the Supplier by the Customer (where appropriate in the first instance, verbally and subsequently In Writing, by means of a Confidential Reference). The Supplier will, if so requested by the Customer, immediately terminate the Assignment concerned and the Customer will not be liable for the termination or any consequences flowing from it.
- 4.82. Following any serious misconduct and/or poor performance by the Temporary Worker as detailed in paragraph 4.81 the Supplier shall comply with the Customer's requirements with regards to attendance at Customer hearings and case conferences and the implementation of any decisions including referrals to third-party bodies. For the avoidance of doubt, third party bodies shall include the Care Quality Commission, any relevant Professional and Regulatory body, HMRC, NHS Protect, the Police, public health bodies, Home Office and UKBA.

5. COMPLIANCE – PRE EMPLOYMENT CHECKS, REGULATIONS, LEGISLATION AND SECURITY – MANDATORY REQUIREMENTS

- 5.1. When sourcing, recruiting and selecting potential Candidates in consideration of the Services, the Supplier shall ensure that in all respects it makes use of Good Industry Practice and complies with all legislation, regulations, guidelines, voluntary arrangements and/or codes of practice relevant to the Supplier and the provision of the Services.
- 5.2. The Supplier shall retain on the Temporary Workers' personnel records demonstrable evidence that the required information in respect of the relevant Safeguarding and Employment checks have been conducted on the potential Temporary Worker to ensure compliance with all relevant legislation, regulations, guidelines and the Call-Off Agreement.
 - 5.2.1. All documents must be valid, current and original.
 - 5.2.2. All documents provided must be validated by the Supplier and be copied in a format that cannot be subsequently altered. The retained copy of the documents provided must be signed and dated at the time of Validation. All signatures must be legible and supported by the job title of the validator.
 - 5.2.3. For the avoidance of doubt, where the Supplier cannot produce the required evidence to the Customer to show that the relevant checks have been conducted in accordance with the Safeguarding and Employment checks have been conducted in accordance with paragraph 5.2, it will be in breach of the Contract and the Supplier may have its appointment to the Framework Agreement immediately suspended or terminated.
- 5.3. The Supplier will make its own personnel aware that the objective of validating and verifying the information provided by the Candidate is to ensure that the information relates to that Candidate, confirms that the Candidate's identity is genuine and relates to a real and living person, and establishes that the Candidate owns and is rightfully using that information.
- 5.4. The Supplier will make available all Temporary Worker files, in relation to the Services provided under this Framework Agreement available to the Authority for Health Assurance Inspections which include an assessment of compliance to NHS employment check standards as detailed in paragraph 5.14. The Supplier will have a signed declaration for all Temporary Workers utilised in the execution of this Framework Agreement giving their permission for their information to be viewed in line with this paragraph 5.4 and paragraph 5.11.1.
- 5.5. The information relating to the relevant Safeguarding and Employment checks must be validated in the English language (unless otherwise requested by the Customer) 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.
- 5.6. Where any information is obtained in a language other than English, the Supplier is required to ensure that it has officially translated (at no charge to the Customer) the information into English and In Writing

- 5.7. The Supplier shall ensure that it retains the Temporary Worker's written permission for the relevant Safeguarding and Employment Checks to be undertaken and for the results to be retained by the Supplier and viewed by the Customer (including the Customer's Authorised User and the internal and external auditors of the Customer) for Validation, verification, inspection and audit purposes.
- 5.8. Any Temporary Worker who fails to provide his permission In Writing must not be Introduced for a position with the Customer under a Call-Off Agreement.
- 5.9. Appendix B to this Annex A to Part A Framework Schedule 2 provides a format for an Assignment checklist which is to be provided by the Supplier to the Customer when confirming the booking of the Temporary Worker.
- 5.10. The Supplier shall meet all Costs associated with all compliance checks.

Face to Face Meeting, Interview, Application Form and Candidate Handbook

- 5.11. Prior to the Candidate being Introduced for an Assignment, the Supplier shall have:
- 5.11.1. conducted a face to face meeting with the Candidate. A face to face meeting with the Candidate is essential to verify the Candidate's identity. The Supplier shall confirm that such a meeting was conducted and that the original copies of identity and other relevant documentation were viewed and copied at that meeting. The Candidate shall be required to provide a signature to confirm the date that the face to face meeting was conducted and that the Candidate has given explicit permission for their information to be verified and shared with interested parties pursuant to any Call-Off Agreements. Such interested parties can include, but are not limited to, the Contracting Body, the Authority, NHS Counter Fraud and the Home Office and UKBA. This confirmation is to be retained on the Candidate's personnel records; and
 - 5.11.2. conducted an interview of the Candidate in a secure and private location by suitably trained, experienced recruitment consultants. They shall assess, select and introduce the Candidate according to their competencies, necessary or required experience, training, skills and compliance with this entire section 5 Annex A to Part A of Framework Schedule 2. The minimum expectation for senior roles (Band 8a and above as defined by Agenda For Change) is that an additional interview with a senior recruiter is held; and
 - 5.11.3. an application form fully completed, signed and dated by the Candidate which shall at all times meet with Good Industry Practice. As a minimum the form should contain details about the Candidate's full name, address, contact details, date of birth, next of kin, together with an active emergency contact telephone number, full previous employment history and training (with no unexplained gaps), professional registration and regulatory body details, where required, details of qualification achieved, reference details and declaration regarding spent and unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013, S.I. 2013/1198.
 - 5.11.4. ensured a fully completed Candidate Handbook declaration form is signed and dated by the Candidate which shall at all times meet with Good Industry Practice and provide confirmation that the Candidate Handbook has been

received, read, fully understood and its contents shall be complied with for the duration of the Assignment. Any amendments or revisions to the Candidate Handbook shall require similar declarations to be retained.

5.11.5. conducted, validated and verified the relevant Safeguarding and Employment Checks (and any subsequent amendment thereof) of the Candidate as required by the relevant Customer as set out in the table below:

Safeguarding & Employment Check Standards – Table Of Requirements

<p>FEE TYPE 1</p> <p>All patient facing roles</p>	<p>Requires compliance with the requirements for all non-patient facing roles with disclosure as set out below and additionally:</p> <ol style="list-style-type: none"> 1. Compliance with NHS Employers Work Health Assessment checks standards
<p>FEE TYPE 2</p> <p>All non-patient facing roles with disclosure</p>	<p>Compliance with the requirements for all non-patient facing roles as set out below and additionally:</p> <ol style="list-style-type: none"> 1. Compliance with NHS Employers Criminal Record and Barring checks standards
<p>FEE TYPE 3</p> <p>All non-patient facing roles</p>	<p>Compliance with NHS Employers Employment check standards comprising:</p> <ol style="list-style-type: none"> 1. Identity checks in accordance with NHS Employers identity check standards. 2. Right to Work checks in accordance with NHS Employers Right to Work check standards. 3. Employment History and Reference checks in accordance with NHS Employment History and Reference check standards. 4. Professional Registration and Qualification checks in accordance with NHS Employers Professional Registration and Qualification check standards. <p>Language and communication skills Candidate's written and spoken English skills to enable clear communication with patients and colleagues to be demonstrated in accordance with NHS Employers Language competency Good Practice for employers dated December 2013.</p> <p>If so requested by a Customer located within Wales: Candidate's written and spoken Welsh skills to enable clear communication about medical topics with patients and colleagues to be demonstrated.</p> <p>Work Health Assessment The Supplier must meet the minimum requirements of NHS Employers Work Health Assessment standard</p>

5.12. Patient facing roles and non-patient facing roles with disclosure, in relation to the table above, are Regulated Activities as defined in the document found on the

Department of Health website here:

<https://www.gov.uk/government/publications/new-disclosure-and-barring-services>

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

Pre-Employment Check Standards

- 5.14. In line with the above table the Supplier should keep evidence that it has conducted and verified the required core pre-employment check standards as identified by NHS Employers, each link below details the minimum Compliance standards required:
- 5.14.1. Identity Verification checks in line with NHS Employers standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/identity-checks>
- 5.14.2. Right to Work verification checks in line with NHS Employer standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/right-to-work-checks>
- 5.14.3. Professional Registration & Qualification checks in line with NHS Employers standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/professional-registration-and-qualification-checks>
- 5.14.4. Employment History and Reference checks, in line with NHS Employers standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/employment-history-and-reference-checks>
- 5.14.5. Criminal Record and Barring Checks, in line with NHS Employer standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/criminal-record-and-barring-checks> the following links may also be useful [Disclosure & Barring Service Code of Practice concerning the Handling of DBS certificate information](#)
- 5.14.6. Work Health Assessment Checks, in line with NHS Employer standards, <http://www.nhsemployers.org/your-workforce/recruit/employment-checks/nhs-employment-check-standards/work-health-assessments>, suppliers should retain a certificate of fitness for placement as detailed in Appendix H (*Certificate of Fitness for Placement*)
- 5.15. For a Customer located within Scotland, replace NHS Employment Check Standards, NHS Employers, above with [pin Safer Pre & Post Employment Checks, NHS Scotland, December 2007](#) detail can be found in the below link <http://www.scotland.gov.uk/Publications/2014/03/7176/downloads> (and any subsequent amendment thereof).

English Language Competency

- 5.16. The Supplier must ensure that the Candidate has the required level of English language competence, and Welsh, if required to enable them to undertake their role effectively, to enable clear communication about medical topics with patients and colleagues and to assure the delivery of safe care to patients in accordance with:

Mandatory Training

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

5.17.1. clear copies of the original training certification/documentation provided;

5.17.2. details about who provided the training; date(s) upon which the training was received;

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

5.18.1. the task or tasks that they shall have to perform on the Assignment

5.18.2. all relevant provisions of the Order and the Call-Off Agreement including these paragraphs 5.17 to 5.18.5

5.18.3. all relevant policies, rules, procedures, standards and codes of practice of the Customer, including any racial discrimination and equal opportunity policies;

5.18.4. the need to observe the highest standards of hygiene, customer care, courtesy and consideration when working in a health service environment; and

5.18.5. the need to keep confidential information whether relating to the Customer, its business, its staff, its procedures and/or relating to patients, including but not limited to, patient identity, clinical conditions and treatment.

Fitness for Placement

5.19. For patient facing roles, the Supplier shall provide the Customer with a copy of the certificate of fitness for placement which must be issued by the Supplier's Occupational Health Provider to evidence that the Temporary Worker has undergone a health screening/assessment for the Assignment proposed in accordance with latest Department of Health guidelines regarding healthcare workers and health clearance/immunisation against infectious diseases.

5.19.1. The Supplier shall ensure that its chosen competent Occupational Health Service Provider, chosen in accordance with Paragraphs 5.20 to 5.23.8, issues the Supplier with a certificate of fitness for placement. This certificate shall be in the form set out in Appendix F 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.

5.19.2. The Supplier shall retain the original copy of the Certificate of Fitness for Placement as part of the Order records for audit and inspection.

Occupational Health Service Provider Requirements

5.20. The occupational health service provider requirements are applicable to those Suppliers providing a service for patient facing roles only or where specific occupational health guidance is required for other roles, after a work health assessment has been carried out.

5.21. 'Healthy Staff, Better Care for Patients: Realignment of Occupational Health Services to the NHS in England' (Department of Health, July 2011) sets out the Department of Health's vision that all suppliers of occupational health services to healthcare staff should play a key role in the delivery of safe, effective and efficient patient care through promoting and protecting the health of NHS staff.

5.22. While occupational health services for healthcare staff can be delivered by a variety of providers, it is essential that the Supplier's occupational health service provider meets a minimum specification based on the prevention, timely intervention, rehabilitation, health assessments for work, promotion of health and well-being, and teaching and training. Such providers must be Safe Effective Quality Occupational Health Service ("SEQOHS") accredited as detailed at <https://www.seqohs.org/>

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

5.23.1. specialist confidential advice to the Temporary Worker, the Supplier and the Customer;

5.23.2. evaluation of 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. An occupational health nursing advisor or an occupational health physician should carry out the interview referred to in this paragraph 5.23.2

5.23.3. any blood samples should be taken and validated by recognised UK laboratories;

5.23.4. all records of the comprehensive health screening undertaken must be documented in the English language, unless in the case of a Customer located within Wales, the Customer agrees In Writing that it also requires the information to be documented in the Welsh language and be verified and signed, or stamped, by a suitably qualified clinician with relevant occupational health experience. All signatures must be legible;

- 5.23.5. employs only suitably experienced, trained and qualified Staff, who have the necessary skills, qualifications and competencies to undertake their work;
- 5.23.6. employs at least one fully qualified occupational health nurse who has a recognised qualification with the relevant Professional and Regulatory body as a specialist practitioner;
- 5.23.7. has a formal contractual arrangement with a specialist occupational health physician who will be accountable for the medical quality standards being undertaken by that occupational health service. Difficult cases will be referred to this person. Other physicians working for the occupational health service provider shall be suitably experienced, trained and qualified. This means that their minimum qualification must be the Diploma in Occupational Medicine; and
- 5.23.8. the specialist occupational health nurse and specialist occupational health physician must be involved as part of their duty in the strategic management of the department and the quality assurance arrangements for the service.

Annual Appraisal

- 5.24. The Supplier shall ensure that the Temporary Worker is appraised annually by an Appraiser in accordance with the latest relevant Professional and Regulatory body's requirements or framework for appraisal and revalidation.
- 5.25. Where the Candidate is not subject to an annual appraisal by another party, then the Supplier shall appoint or nominate an Appraiser to conduct the annual appraisal of that Candidate.
- 5.26. The Supplier should make enquiries to ascertain that the potential Appraiser is suitable to act as an Appraiser and must have received satisfactory answers to those enquiries, e.g. suitably experienced and trained in the conduct of appraisals to effectively appraise the Temporary Workers supplied under the Call-Off Agreement.;
- 5.27. The Supplier shall record the outcome of the Appraisal In Writing in paper form or by electronic means; and
- 5.28. There must be no conflict of interest or an appearance of bias between the Supplier and/or the Appraiser and/or the Temporary Worker

Fixed Term Work-Seeker Only – Induction and Performance

- 5.29. From the time the Work-Seeker reports to commence the fixed term Assignment and throughout the duration of the Assignment, the Work-Seeker shall be in the direct employment of the Customer.
- 5.30. The Supplier must ensure (where required by the Customer) that the Work-Seeker is given an Induction Pack to provide basic information about working in that location including all appropriate health and safety information in advance of the Assignment with the Customer.

Temporary Worker obligations

- 5.31. The Supplier shall ensure the Temporary Worker is advised that they must immediately inform the Supplier if:

- 5.31.1. They are currently (or have been) subject to any kind of investigation or prosecution relating to a Conviction, or which could lead to a Conviction, after the most recent DBS check was undertaken and;
- 5.31.2. where the Temporary Worker reports any such investigation or prosecution, then in addition to any other action required, the Supplier must immediately inform the Hiring Manager and comply with the Customer's policies and procedures regarding such matters. If the Temporary Worker fails to comply with the Customer's policies and procedures regarding the matter being investigated, the Supplier shall not Introduce that Temporary Worker to the Customer (and as appropriate any other Contracting Body under the Framework Agreement) until such time as the matter has been satisfactorily resolved; or
- 5.31.3. they are suspended by the relevant Professional body; or
- 5.31.4. they are currently (or have been) subject to any kind of investigation by either an NHS Body, or other wider public sector body, or their relevant Professional and Regulatory body and;
- 5.31.5. where the Temporary Worker reports any such investigation, then in addition to any other action required, the Supplier must immediately inform the Hiring Manager and comply with the Customer's policies and procedures regarding such matters. The Supplier shall ensure use its best endeavours to ensure that the Temporary Worker participates in the investigation either during the Assignment or subsequently. If the Temporary Worker fails to comply with the Customer's policies and procedures regarding the matter being investigated, the Supplier shall not Introduce that Temporary Worker to the Customer (and as appropriate any other Contracting Body under the Framework Agreement) until such time as the matter has been satisfactorily resolved.
- 5.32. Where the Supplier is aware that a Temporary Worker has become injured on the Customer's premises or has been diagnosed with a medical condition that could affect his ability to provide the Services, the Supplier shall ensure that the Customer is immediately made aware of the identity of the Temporary Worker and the injury or medical condition (or, where applicable, a history of such injury or medical condition) which is to be kept Confidential by the Customer. The Supplier shall immediately supply a replacement Temporary Worker if the Temporary Worker is not declared fit for employment by the Supplier's occupational health service, or if the Customer requests that the Temporary Worker should not be involved in the provision of the Services. Provided that the obligations on the Supplier, set out in this paragraph 5.32, are subject to the requirements of legislation which protects the Temporary Worker's Personal Data and confidentiality and which the Supplier shall comply with at all times.
- 5.33. Where the Supplier is aware that a Temporary Worker is or becomes pregnant, the Supplier shall ensure that the Customer is immediately made aware of this. This is to ensure that the Temporary Worker is not exposed to any working conditions which could cause risk to either her or her unborn child.
- 5.34. The Supplier shall advise the Temporary Worker of the Customer's expected standards of behaviour whilst on Assignment. Paragraphs 5.34.1 to 5.34.31 set out the expected standards of behaviour for all Temporary Workers. The Supplier shall advise the Temporary Worker that:

At all times the Temporary Worker must:

- 5.34.1. conduct themselves in an appropriate and professional manner
- 5.34.2. keep Customer Confidential Information confidential and this shall for the avoidance of doubt include any information received about patients or clients;
- 5.34.3. be honest and act with integrity;
- 5.34.4. abide by the Working Time Regulations 1998.

Prior to the Assignment the Temporary Worker must:

- 5.34.5. keep the Supplier informed of their availability;
- 5.34.6. inform the Supplier if they have booked a shift directly with the Customer and obtain a reference number;
- 5.34.7. declare to the Supplier that they are fit to work at that time, i.e. including, but not limited to, declaring that they are not suffering from any medical conditions which would prevent them being supplied for hire in accordance with the Customer's policies and procedures. For example, not suffering from any of the following medical related conditions: diarrhoea, a rash or vomiting etc.
- 5.34.8. keep mandatory training up to date;
- 5.34.9. inform the Supplier as soon as they can if unable to attend a booked shift/Assignment.

On arrival at the Assignment the Temporary Worker must:

- 5.34.10. be punctual and ready to commence work at the start of the shift/Assignment;
- 5.34.11. present himself in a professional manner in line with the local uniform policy or dress code for the Customer;
- 5.34.12. identify at the direction of the Customer, who their supervisor is and what their duties will be on the Assignment;
- 5.34.13. orientate themselves to the environment for their safety and those around them and familiarise themselves with the patients they may be caring for;
- 5.34.14. wear a valid photo ID and confirm their identity with the supervisor.

During the Assignment the Temporary Worker must:

- 5.34.15. have the care, wellbeing and safety of patients and the Customer as their first concern;
- 5.34.16. work as directed by the supervisor and follow all requests, instructions, policies, procedures, standards and rules of the Customer
- 5.34.17. adhere to the Customer's health and safety requirements at all times and work within the Customer's culture and values.
- 5.34.18. work collaboratively and communicate effectively with the Customer's clinical areas or department's own staff;
- 5.34.19. treat all patients/Customers/visitors with dignity, courtesy, respect and with due regard to their age, gender, race, religion, physical and mental condition;
- 5.34.20. only undertake work and tasks that the Temporary Worker is competent to do. Where he needs to do something that he is not competent to do, he must inform the person supervising him;
- 5.34.21. move to a different area during the Assignment if asked to do so by the Customer due to patient need, making the Customer aware if he is concerned that he may not be competent to work in the new area;

- 5.34.22. report all complaints, incidents or accidents witnessed to his supervisor, and if he is involved or affected he must also report this to the Supplier;
- 5.34.23. report to the supervisor in the workplace or the Supplier any concerns regarding possible fraud;
- 5.34.24. report to the supervisor in the workplace or the Supplier if he is being treated unfairly or inappropriately during the Assignment;
- 5.34.25. not misuse or abuse his authority in connection with the discharge of the Assignment;
- 5.34.26. not act in a manner likely to bring disrepute upon the Customer including, but not limited to, unlawfully discriminating or engaging in any form of physical or verbal abuse, threatening behaviour, harassment/bullying or otherwise being uncivil to persons encountered in the course of the Assignment.

At the end of the Assignment he/she must:

- 5.34.27. hand over work to his supervisor, or the person taking over from him and report any adverse incidents that have occurred;
- 5.34.28. where required by the customer, make accurate and legible records before they leave, printing their name, role and identifying themselves as a Temporary Worker
- 5.34.29. return any property or other resources obtained during the course of the Assignment;
- 5.34.30. not falsify records, timesheets, expenses or attempt to defraud the Customer in any way;
- 5.34.31. complete the timesheet accurately and thoroughly and get it signed by the Customer's appropriate representative.

Compliance with relevant policy and legislation

- 5.35. 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 Services.
- 5.36. Where the provisions of any such legislation referred to in paragraph 5.35 above are implemented by the use of voluntary agreements or codes of practice, the Supplier shall comply with such agreements or codes of practice as if they were incorporated into Law.
- 5.37. If future safeguarding and employment checks as detailed in this section 5 are updated and impose more onerous obligations on the Customer and the Supplier, it is acknowledged that the more onerous obligations will apply to the provision of the Services notwithstanding the provisions of the Call-Off Agreement.

Code of Practice for the International Recruitment of Healthcare Workers

- 5.38. The Supplier shall comply in all respects with the [Code of Practice for the International Recruitment of Healthcare Workers](#) except where a Customer is located within Scotland in which case the Supplier shall comply in all respects with the [Code of Practice for the International Recruitment of Healthcare Workers, Scottish Government Health Directorate, March 2006](#) and any subsequent amendment thereof.
- 5.39. In acting in accordance with paragraph 5.38, the Supplier shall respond to all requests by the Contract Manager and NHS Employers to provide any relevant information required demonstrating its on-going compliance with the code of practice.

- 5.40. The Supplier shall immediately notify the Contract Manager and NHS Employers In Writing if there is any change to its organisation's registered and/or trading name; or change in control or ownership of its organisation.

Agency Worker Regulations 2010 ("AWR")

- 5.41. The AWR give Temporary Workers the entitlement to the same or no less favourable treatment for basic employment and working conditions, if they complete a Qualifying Period of 12 weeks in a particular job. The Parties acknowledge that the AWR may apply to the Temporary Worker's Assignment with the Customer. Guidance is available on the Department for Business innovation & Skills website:

<http://www.bis.gov.uk/assets/biscore/employment-matters/docs/a/11-949-agency-workers-regulations-guidance.pdf>

IR35 legislation

- 5.42. The aim of the legislation is to eliminate the avoidance of tax and National Insurance Contributions (NICs) through the use of intermediaries such as personal service companies, in circumstances where an individual worker would otherwise:
- 5.42.1. For tax purposes, be regarded as an employee of the client; and
 - 5.42.2. For NICs purposes, be regarded as employed in employed earner's employment by the client
- 5.43. The Supplier shall ensure that the Temporary Workers are aware of their legal obligation to comply with the requirements of IR35. General guidance to IR35 legislation may be found on the following HMRC website:

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

SECURITY REQUIREMENTS AND DATA ACCESS

- 5.44. The Supplier shall ensure that the Temporary Worker complies with paragraph 4.23. If for example, the Temporary Worker does not have or persistently fails to carry and display their valid ID badge so that it is clearly visible at all times, then the Customer will adopt its on-site security policy and procedures. For example, the Customer may request that the Temporary Worker immediately produces his valid identification badge or instruct the Temporary Worker to leave the Assignment and the Customer's premises immediately.
- 5.45. The Customer may at its discretion authorise Temporary Workers to gain access to certain computer systems and certain programs and data within those systems whilst on an Assignment with the Customer. The Supplier shall advise the Temporary Worker that whilst on the Assignment with the Customer they should not attempt to gain access to data or programs to which authorisation has not been given.
- 5.46. The Supplier shall ensure that the Temporary Worker is aware that whilst on the Assignment they must at all times when using such computer systems:
- 5.46.1. observe the Customer's computer security instructions in respect of the proper use and protection of any password used in connection with such computer systems or any computer, DVD/CD ROM disk, removable hard drive or any other device for the storage and transfer of data or programs;
 - 5.46.2. not load any program into any computer via disk, typing, electronic data transfer or any other means;

- 5.46.3. not access any other computer or bulletin board or information service (including, without limitation, the Internet) except with specific prior consent of the Customer or as the case be from the Customer's representative; and
- 5.46.4. not download any files or connect any piece of computer equipment to any network or other item of computer equipment except with the prior consent of the Customer or the Customer's representative;
- 5.47. The Supplier shall advise the Temporary Worker of their need to comply with any relevant security measures and procedures of the Customer, relating to the Customer's premises, whilst on the Assignment.
- 5.48. The Customer will provide copies of its written security procedures to the Supplier on request.
- 5.49. The Customer shall reserve the right to carry out any physical searches of the Temporary Worker's possessions or of vehicles used by them at the Customer's premises in line with Customer's standard policies and procedures. The Customer (or any person responsible to the Customer for security matters on its behalf) shall comply at all times with the Human Rights Act 1998 when carrying out such searches.
- 5.50. The Supplier shall co-operate with any investigation relating to security carried out by the Customer (or any person responsible to the Customer for security matters on its behalf) and when required by the Customer (or any person responsible to the Customer for security matters on its behalf) shall:
- 5.50.1. use best endeavours to make the Temporary Worker available to be interviewed by the Customer (or any person responsible to the Customer for security matters on its behalf) for the purposes of the investigation. The Temporary Worker shall have the right to be accompanied by a Supplier's representative and to be advised, or represented by any other person whose attendance at the interview is Approved and acceptable to the Customer and the Supplier; and
- 5.50.2. subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may be required by the Customer (or any person responsible to the Customer for security matters on its behalf) for the purposes of the investigation so long as the provision of that material does not prevent the Supplier from performing the Services.
- 5.51. The Customer shall have the right to retain any such material referred to in paragraph 5.50.2 for use in connection with the investigation and shall provide the Supplier with a copy of the material retained.
- 5.52. The Supplier shall advise the Temporary Worker that they are required to adhere to the Customer's policies and procedures including: fire, health and safety requirements, on-site security, 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 etc. These Customer policies and procedures will be provided to the Supplier before the commencement date of the Call-Off Agreement.
- 5.53. The Supplier shall advise the Temporary Worker that any Customer Confidential Information gained during the Assignment must remain confidential at all times.

- 5.54. If required by the Customer, the Supplier shall ensure that the Temporary Worker signs a confidentiality agreement provided by the Contract Manager, prior to the commencement of the Assignment. This signed confidentiality agreement must be filed with the Temporary Worker's personnel records.
- 5.55. The Supplier agrees and acknowledges that the standard of dress and hygiene of the Temporary Worker whilst on the Assignment shall be in accordance with the Customer's policies, procedures and standards. The Customer reserves the right to require a change in dress of the Temporary Worker where appropriate. In the event that the Temporary Worker is required to wear Personal Protective Equipment (PPE) as part of their Assignment, it will be the responsibility of the Supplier to ensure that he is given the PPE.

CYBER ESSENTIALS SCHEME

- 5.56. It is mandatory for Suppliers by the date of the Framework Agreement or at a later date when Cyber Essentials Data are received by the Supplier to demonstrate that they meet the technical requirements prescribed by Cyber Essentials. This is in order to further reduce the levels of cyber security risks in their supply chains. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as Cyber Essentials and a more advanced level of assurance known as "Cyber Essentials Plus". With regard to the Services, Suppliers must demonstrate that they have achieved the level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:
- 5.56.1. A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
- 5.56.2. A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier; or
- 5.56.3. A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but can demonstrate (or, will be able to demonstrate by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) that its organisation demonstrates compliance with Cyber Essentials technical requirements.

5.57. A Supplier will be exempt from complying with the requirements at paragraphs 5.56 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard, and verified as such and the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies referred to in paragraph 5.56.1 above.

5.58. The Supplier shall throughout the Framework Period and any Call Off Contract Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Customer as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.

5.59. The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 5.56 to 5.58 (inclusive) where such Sub-Contractors are responsible for receiving Cyber Essentials Data.

Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

6. MANAGEMENT INFORMATION and DATA REPORTING – MANDATORY REQUIREMENTS

6.1. The Authority requires a monthly inflow of data to track uptake of the Framework Agreement, benefits and trends/patterns, and to invoice the Management Charge described in the Framework Agreement. The same data must be available to Customers who request it, in addition to any other data requirements they may have. Any such additional requirements by Customers will be specified in the Call-Off Agreement. All data must be in the format specified by the Authority in Framework Schedule 9 (Management Information), which may be revised from time to time. Information requirements will develop through the lifetime of the Framework Agreement and the Call-Off Agreement.

7. COMPLAINTS AND WHISTLEBLOWING POLICY – MANDATORY REQUIREMENTS

Customer Complaints Policy

7.1. This section describes the mandatory requirements for managing complaints that the Supplier is obligated to fulfil as part of the delivery of the supply of Temporary Workers. Suppliers should read this information in conjunction with clause 45 (Complaints Handling) of the Framework Agreement.

7.2. Where the Customer wishes to make a complaint about the provision of the Services, the Supplier shall operate a clear and written complaints procedure for handling such complaints, omissions and oversights and make this available to the Customer.

- 7.3. Complaints made by Contracting Body(s) shall be acknowledged by the Supplier within 3 Working Days of the details of the complaint being received by the Supplier. The complaint shall be resolved by the Supplier within 15 Working Days, or where the Authority agrees In Writing when a satisfactory resolution has been agreed which is mutually acceptable to both Parties if the complaint requires further investigation.
- 7.4. The Supplier shall provide comprehensive reports on all complaints to the Authority and to the relevant Contracting Body(s) on a monthly basis or as requested by each of the Contracting Body(s). These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint.

Whistle-Blowing Policy

- 7.5. 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.
- 7.6. The Public Interest Disclosure Act 1998 (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.
- 7.7. A guide to the Act can be found on the Public Concern at Work (whistleblowing charity) external website at the link below:
<http://www.pcaw.org.uk/guide-to-pida>
- 7.8. Suppliers will ensure that the relevant policy is incorporated into their staff handbook.

8. ADDITIONAL SERVICES – NON MANDATORY

Neutral Vendor / Master Vendor Managed Service (Lot 1 and 2 only)

- 8.1. Managed Services can often involve the Supplier operating a tiered structure of other Framework Suppliers or other third-party Employment Agencies or Employment Businesses, as applicable, to deliver the Services.
- 8.2. Where a Customer intends to use a Managed Service but does not currently operate a Managed Service provision nor is it engaged with the Supplier for the provision of Temporary Workers a discovery piece of work will need to be undertaken by the Supplier for the Customer in respect of historic, current and future Temporary Worker usage trends. Any Customer using the Supplier reserves the right to request this piece of work. No charge will be made to the Customer for such a piece of work to be completed by the Supplier.
- 8.3. Where requested from the Supplier by the Customer, the Supplier shall deliver a draft Implementation Plan to the Customer for Approval on or before the commencement date of the Customer's Call-Off Agreement.
- 8.4. The draft Implementation Plan will vary in degrees of complexity and timescales depending on the Customer's specific requirements and the Customer's current position. The draft Implementation Plan shall:
 - 8.4.1. be sufficiently detailed to manage the implementation of the Customer's Call-Off Agreement effectively and provide details of the Customer's:
 - A. strategy for obtaining/defining baseline information against which service improvement and financial savings (direct and indirect) can be measured. This baseline will be the Financial Year 2013/14 or the most recent Financial Year prior to the commencement date of the relevant Call-Off Agreement and the baseline data shall be shared with the Customer;
 - B. strategy for transitioning the Customer's current supply chain of Employment Businesses and Employment Agencies to the Call-Off Agreement at no cost to the Customer;
 - C. strategy for managing the future supply of the Customer's Temporary Workers;
 - D. strategy for communication before, during and after implementation of the Managed Services under the Call-Off Agreement;

- E. proposals for implementation of the Managed Services under the Call-Off Agreement to each Customer, as relevant, either by department, cost centre code, category or the organisation as a whole.
 - F. include a schedule of tasks to be undertaken, against set timescales and will identify the responsibilities of both the Customer and the Supplier in implementing the Managed Services under the Call-Off Agreement. Such tasks may include, but not be limited to, provision of details of all Hiring Managers, job descriptions and person specifications for the roles required, drafting and preparation of guidance documents for appropriate training for users.
- 8.5. The Supplier shall create the draft Implementation Plan within the specified dates for achieving commencement of the Implementation Plan and commencement date of the supply of Temporary Workers under the Call-Off Agreement.
- 8.6. Once the draft Implementation Plan has been Approved, the Supplier shall monitor performance of the Managed Service jointly with the Customer against the Implementation Plan.
- 8.7. Where the Customer has not previously engaged the Supplier acting as either a Neutral Vendor (Lot 1 provision), Master Vendor (Lot 2 provision):
- 8.7.1. the Supplier shall audit the Customer's Temporary Worker requirements prior to the implementation of the Call-Off Agreement, taking into account any TUPE implications where applicable. Where a Managed Service is currently in operation with a previous supplier, the Customer will provide the Supplier with the relevant historical data detailing the previous requirements for Temporary Workers from such a previous supplier including number of hours per annum and job descriptions prior to implementation of a Call-Off Agreement; and
 - 8.7.2. at the Customer's request the Supplier shall adopt the Customer's existing supply chain so that those Employment Businesses (or Employment Agencies as relevant) currently utilised by the Customer can continue to Introduce Temporary Workers for roles that the Customer wishes to fill, subject to agreement with the Employment Business or Employment Agency concerned.
- 8.8. In the event that the Supplier considers that an Employment Business from the Customer's existing supply chain does not, or is unable to, meet the requirements of the Call-Off Agreement as a Sub-Contractor or that Employment Business (or Agency as relevant) refuses to accept the terms and conditions of the Supplier for selecting, appointing and managing Sub-Contractors utilised in the execution of the Call-Off Agreement, then the Supplier will seek Approval In Writing from the contract manager to remove that Employment Business or Employment Agency (as relevant) from the Customer's existing supply chain.

- 8.9. During the implementation of any Managed Service solution the Supplier may be required to organise and deliver a small number of workshops for the Customer's Authorised Users, Hiring Managers and other relevant employees at no extra cost to the Customer or the attendees, to promote and market the new service arrangements.
- 8.10. The Supplier shall be responsible for introducing all Temporary Workers for hire or for fixed term Engagement as ordered by the Customer.
- 8.11. The Customer and the Supplier shall cooperate with each other in good faith and will take action as necessary for the efficient transmission of information and instructions to enable both the Customer and the Supplier to derive the full benefits of the Call-Off Agreement.
- 8.12. Fulfilment of a request shall be defined as the supply of a suitable Candidate, who has been accepted by the Hiring Manager within the response timescales as set out in accordance with paragraph 4.4 above.

APPENDIX A: PERSON SPECIFICATIONS

1. A wide range of Temporary Workers are required under this Framework Agreement. The Supplier must be able to source, Introduce and manage the effective provision of all Temporary Workers required by the Customer across the Customer's organisation (as appropriate and relevant to the Lot which the Supplier has been appointed to supply under the Framework Agreement). The types of roles to be supplied under each Lot can be found within the attached document below. This is not an exhaustive list and other NMNC Temporary Worker related roles outside of this list may also be required, provided that all such additional roles shall be merely different titles attributed to the roles listed in line with individual Customer's organisation and shall be within the scope of the Services in the Framework Agreement. Where there is any discrepancy between the roles provided below and the role specified by the Customer, the precise requirements shall be clarified by the Customer and detailed In Writing under the relevant Call-Off Agreement



NMNC job categories.xlsx

2. The document above refers specifically to NHS job roles. As the supply of Temporary Workers under this Framework Agreement may be made to non-NHS customers, the list also illustrates the typical supplier terminology and Wider Public Sector (WPS) potential job roles pertinent to each Lot. The links in the table below contain detailed NHS job descriptions for further detail.

Job Family	Person specification link to NHS Employers website
Administrative services	Administrative Services job profiles link
Emergency Services	Emergency Services job profiles link Please note that only the Band 2 and 3 roles are included in this Framework Agreement (the clinical roles covered by the Band 4 to 7 job profiles are out of the scope of this Framework Agreement).
Other	Other job profiles link
Support services	Support Services job profiles link

APPENDIX B: ASSIGNMENT CHECKLIST

1. The Supplier shall provide the Customer with a completed assignment checklist containing the information set out in the attachment below when confirming a booking:



assignment
Checklist.docx

APPENDIX C: TEMPORARY WORKER REQUEST FORM

1. The Customer will provide the Supplier with a completed Temporary Worker request form containing the information set out in the example attachment below to identify the requirements for the Temporary Worker:



Temporary Request
Form.docx

APPENDIX D: END OF ASSIGNMENT ASSESSMENT REPORT

1. 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.d

APPENDIX E: EMPLOYER'S REFERENCE REQUEST FORM

1. In accordance with paragraph 5.14 the Supplier shall:
 - 1.1. ensure that all employer references obtained are substantially in the form below or other form, in accordance with Good Industry Practice for employer references; and
 - 1.2. retain the employer references as part of the Temporary Worker's personnel records.



Employers Reference
request form.docx

APPENDIX F: CERTIFICATE OF FITNESS FOR PLACEMENT

1. The Supplier shall provide the Customer 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