

FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

PART A: SERVICES

1. INTRODUCTION

- 1.1. Crown Commercial Service (CCS) (the “Authority”) is seeking to establish a Framework Agreement for the provision of the Public Sector Resourcing Model for Workers,
- 1.2. The Public Sector Resourcing Model includes:
 - 1.2.1. Delivering the specified aims and objectives as set out in paragraph 2
 - 1.2.2. Providing all Worker Categories as set out in paragraph 3.2
 - 1.2.3. Providing the Service Requirements as set out in paragraph 3.7
- 1.3. The Authority requires an End to End Solution to deliver the Public Sector Resourcing Model effectively, from identification of requirement through to payment, Off Boarding and management, governance and on-going improvement of the overall Public Sector Resourcing Model.
- 1.4. The purpose of the Framework Agreement is to appoint a single Service Provider who shall be responsible for the provision of the Public Sector Resourcing Model. The Service Provider shall provide effective systems and be backed and supported by a strong and innovative network of Key Sub-Contractors.
- 1.5. The Service Provider shall provide a range of Routes to Talent to source, engage and On Board Workers with the right skills, at the right price - quickly and easily.
- 1.6. The Routes to Talent shall include Non Agency Supply and Agency Supply, providing multiple options for more innovative delivery methods throughout the duration of the Framework Agreement.
- 1.7. The Agency Supply route will be provided through a robust, tailored and fully transparent supply chain, segmented effectively for the type of resources being sourced (“Tailored Supply Chain”).
- 1.8. The scope of this Framework Agreement includes Contingent Workers (“Workers”).
- 1.9. Under this Framework Agreement, the Service Provider shall not be eligible itself to supply Workers through the Agency Supply Routes to Talent and the Service Provider shall not be permitted to be an Agency Provider from its own business (or any affiliated businesses).
- 1.10. The Service Provider shall bring their expertise to the mobilisation, implementation and transition of the Services, as these activities will require substantial organisation and careful planning to ensure success and a positive experience for Contracting Authorities, Workers and Agency Providers.
- 1.11. The Service Provider shall ensure all Workers engaged through the Public Sector Resourcing Model comply with all legislative and regulatory

requirements, as detailed in the terms and conditions of the Framework Agreement.

- 1.12. Call Off Contracts entered into by Contracting Authorities will be managed by Contracting Authorities. The Authority may also call off from this Framework Agreement.
- 1.13. Contracting Authorities will contract only with the Service Provider and not with Agency Providers or Key Sub-Contractors.
- 1.14. This Framework Agreement will create a collaborative and joined up Partnership Approach between the Authority and the Service Provider. The Partnership Approach aims to deliver more effective management of the Public Sector Resourcing Model demand through the Service Provider's provision of high quality advice and innovative solutions on resourcing routes available to the Authority and/or Contracting Authorities at Call Off Stage.
- 1.15. **Partnership Approach**

1.15.1 The Service Provider shall create and maintain a Partnership Approach with the Authority which will, as a minimum:

- a. ensure that Public Sector Resourcing Model and Service Levels are of a consistently high quality and meet the requirements of the Authority and/or Contracting Authorities;
- b. ensure Public Sector Resourcing Model and Service Levels are provided in line with Good Industry Practice and are evaluated and improved throughout the term of the Framework Agreement;
- c. create an environment of continuous improvement, share knowledge and best practice, benchmark data and improve service usage across Contracting Authorities;
- d. establish minimum Service Levels, governance and performance monitoring which will drive and monitor the quality of service provision, ensure value for money and maximise return on investment;
- e. generate an improved understanding across all Contracting Authorities of all available Routes to Talent in the supply market for all categories of Workers;
- f. manage demand more effectively, through the Service Provider's provision of expert market advice and innovative vision;
- g. be at the centre of the UK Contingent Labour Market innovation;
- h. improve understanding of the national and regional changes in the supply market and proposing how to respond effectively to these changes so that the Authority and/or Contracting Authorities benefit.

2. AIMS AND OBJECTIVES

- 2.1. The aims and objectives of the Public Sector Resourcing Model are to provide:
- 2.1.1 a simple, effective and streamlined customer-focussed solution;
 - 2.1.2 a mechanism for the provision, attraction, management and retention of high quality Workers;
 - 2.1.3 a range of Routes to Talent from traditional options to more innovative options;
 - 2.1.4 full transparency of pricing, employment opportunities and end to end processes so that Contracting Authorities, the UK Contingent Labour Market and Workers have visibility of pricing and processes;
 - 2.1.5 prompt turnaround of fulfilment and compliant On Boarding;
 - 2.1.6 value for money, transparency of spend and year-on-year savings;
 - 2.1.7 a clear understanding of the current and future public sector Worker demand for all Contracting Authorities;
 - 2.1.8 flexibility to meet the changing needs of Contracting Authorities and the UK Contingent Labour Market;
 - 2.1.9 end to end management of the Worker journey;
 - 2.1.10 increase spend from 40% to over 60% with Small and Medium Business (SME) by 2020;
 - 2.1.11 a non-proprietary/agnostic technology solution to manage end to end requirements for all Workers;
 - 2.1.12 better access to a flexible workforce and untapped Workers (i.e. people who are not currently in the UK Contingent Labour market and/or those who are not actively looking for work) and embrace emerging, relevant industry practices;
 - 2.1.13 innovative, relevant industry practices and methods of delivery (such as Statement of Works).

3. DESCRIPTION OF SERVICES

- 3.1. The Service Provider shall provide the Public Sector Resourcing Model which is made up of:
- 3.1.1 Delivering the specified aims and objectives as set out in paragraph 2
 - 3.1.2 Covering all Worker Categories as set out in paragraph 3.2
 - 3.1.3 Providing all the Service requirements as set out in paragraph 3.7
- 3.2. The Service Provider shall provide Workers in each of the following Contingent Worker Categories, as a minimum:

Worker Categories	
3.2.1	Professional Interims - Workers that undertake a temporary contract to provide labour and/or materials to perform a service or do a job, including senior executive roles. Typically these roles range from the

	Senior Executive Officer (SEO) grade to the Senior Civil Service grades in Central Government. Within the NHS the roles (non-clinical) in scope are Agenda for Change (AfC) pay band 5, up to, and including, pay band 9. For further details please access this link - Agenda for Change pay - NHS Employers
3.2.2	Administration and Clerical Workers - Workers performing an administrative role or junior management role providing short term cover for non-professional roles. Typically these roles range from the Administrative Assistant (AA) grade to Higher Executive Officer (HEO). Within the NHS the roles (non-clinical) in scope are Agenda for Change (AfC) pay bands 1 - 5. For further details please access this link - Agenda for Change pay - NHS Employers
3.2.3	Operational Workers - operational Workers, typically auxiliary roles/support staff covering all support staff roles.
3.2.4	Digital and Technology - Workers with the specialist skills and experience to deliver digital transformation programmes, as well as specialist digital and technology roles
3.2.5	Specialist/Niche Workers – Workers with specialist/niche skillsets which are not covered by traditional recruitment agencies, and require alternative sourcing routes to attract talent
3.2.6	University Specialists – Workers with specialist expert knowledge in their field of expertise including, but not limited to, lecturers and professors/unique roles not covered by the specialist and niche Workers category
3.2.7	NHS/ Health Workers - Workers employed by the NHS or in the health market (non-clinical) who have a range of skills across all professions/skill sets above. Typically these roles range from AfC pay band 1 up to and including pay band 9, and exclude clinical Workers such as doctors, nurses and allied healthcare professionals. For further details access this link - Agenda for Change pay - NHS Employers
3.2.8	Executive Workers – Workers engaged in executive roles across all professions from Director level up to and including Chief Executive Officer. Typically these roles range from Senior Civil Servant (SCS) 1 to 4. Within the NHS these roles (non-clinical) are AfC Band 9 and Very Senior Manager (VSM) Roles.
3.2.9	Wider Public Sector Workers - Any Workers across the Wider Public Sector (for example, local government, police, charities) not captured in other categories in this table.
3.2.10	Charity Workers – Any Workers across the Charity Sector not captured in the other categories in this table.
3.2.11	Education & Teachers - supply teachers for planned and unplanned requirements, including teachers required at short notice.
3.2.12	Statement of Works (SOW) - an output based package of works that outlines specific services the Supply Chain is expected to deliver, by

indicating the type, level, quality and cost of service, as well as the time schedule required.

3.2.13 Overseas Workers – the attraction of Workers who are engaged to complete assignments which involve working outside the UK.

- 3.3. The roles described within the Worker Categories are designed to be indicative of the types of Worker roles typically arising within that Worker Category – however these descriptions are not intended to be exhaustive due to the wide range of roles which exist in the public sector. In utilising the Worker Categories, the Authority and/or Contracting Authorities will not be restricted to the specific roles listed in each Worker Category, providing the role(s) they are seeking to fill are relevant to the broad heading of that Worker Category. The Service Provider will work with the Authority and the Contracting Authorities to ensure any duplication or overlap in the above Worker Categories is clearly identified and communicated to Authorised Users to enable flexibility, the best value for money and compliance. The Service Provider will ensure confusion is minimised and buying practices are clear.
- 3.4. The Service Provider shall provide all Worker Categories from the Service Commencement Date with the exception of the following three (3) Worker Categories:
- 3.4.1 Education & Teachers
 - 3.4.2 Statement of Works (SOW)
 - 3.4.3 Overseas Workers
- The Service Provider shall indicate how and when they will phase the introduction of the above three (3) mentioned Worker Categories in the Service Mobilisation Plan, including the date by when all three (3) Worker Categories will be fully operational and available.
- 3.5. The Service Provider shall be able to source Workers through Personal Services Companies (PSCs), Umbrella Companies, PAYE, Fixed Term Appointments (FTAs) or any other legally compliant routes.
- 3.6. The Service Provider acknowledges that Contracting Authorities have the right to offer a Worker permanent employment within their organisation (“Temp to Perm”) or transfer them to another Agency Provider (away from Non Agency Supply) or between Agency Providers (“Temp to Temp”) or transfer to other third parties (“Temp to third party”).
- 3.7. The Service Provider shall provide all the following Services:

Summary of Service Requirements

3.7.1 Service Mobilisation, Implementation and Transition of the Services

3.7.2 Managed Recruitment Services

- a. Managed Recruitment Services that allow Contracting Authorities to choose a level of service that meets their needs from:

- i Light Touch Services;
- ii Medium Touch Services;
- iii High Touch Services.

b. Customer Service Function

3.7.3 Provision of Technology

a. **Vendor Management System (VMS):**

- i Technology Provisions;
- ii Legislative Compliance
- iii Management
- iv Time-sheets
- v Management of payment to Workers (through Non Agency Supply) and payment to the Supply Chain;

b. **Automatic Rate Benchmarking;**

c. **Other Technology Platforms**

d. **Training**

3.7.4 Routes to Talent

Provision of, and managing a range of routes to source Workers, including provision of technology platforms associated with each route outlined below:

a. **Non Agency Supply**

- i Design, implementation and management
- ii Direct Hire
- iii Segmented Talent Pools
- iv Pre Identified Workers (including Referrals and Nominated Workers)
- v Other Innovative and Emerging Non Agency Supply

b. **Agency Supply**

- i Supply Chain design and implementation (Agency Providers)
- ii Tailored Supply Chain management / Agency Provider Management

3.7.5 Worker care and experience

- a. On Boarding, Security Vetting and Off Boarding
- b. Feedback on assignments
- c. Performance management of Workers

3.7.6 Payment to Workers and the Supply Chain

- a. Non Agency Supply

- b. Agency Supply
- 3.7.7 **Spend under management and Savings**
- 3.7.8 **Workforce Planning**
- 3.7.9 **Continuous Improvement Plan & Innovation Roadmap**
 - a. Development and implementation the Innovation Roadmap
 - b. Diversity and Inclusion
 - c. Legislation Changes
 - d. Workforce Policy
- 3.7.10 **Joint Governance, Framework Management and Reporting**
- 3.7.11 **Overseas Services**
- 3.7.12 **Management Information**
- 3.7.13 **Key Performance Indicators**
- 3.7.14 **Service Levels**
- 3.7.15 **Branding of the Public Sector Resourcing Model**

4. SERVICE MOBILISATION, IMPLEMENTATION AND TRANSITION OF THE SERVICES

- 4.1 The Service Mobilisation Period will start on the Framework Commencement Date and will expire the day before the Service Commencement Date, as set out in Clause 10 of the Framework Agreement.
- 4.2 The Service Provider shall produce a Service Mobilisation Plan and an Implementation and Transition Plan which shall include all elements of the Public Sector Resourcing Model, and which details how and when implementation and transition will occur for the Services.
- 4.3 Within fifty (50) calendar days of Framework Award, the Service Provider shall submit the final plans to the Joint Governance Board for approval.
- 4.4 The Service Provider shall appoint a Service mobilisation, implementation and transition team with a named manager and a named deputy manager, and each must have a minimum of five (5) years relevant experience managing mobilisation, implementation and transition of complex programmes in the UK Contingent Labour Market. The Service Provider shall provide the names of these managers to the Authority within five (5) Working Days of Framework Award.
- 4.5 The Service Provider shall provide named Key Personnel who shall be appropriately skilled and qualified to deliver all the activities required during the Service Mobilisation Period and the Implementation and Transition Period.
- 4.6 The Service Provider shall ensure that appropriately skilled and qualified Key Personnel are available during the entire Service Mobilisation Period regardless of other Service Provider activities, to ensure that all deliverables in the plans are delivered within the timescales specified, and to the Authority's satisfaction. Key Personnel shall be required to remain in post after the Service Commencement Date to provide continuity in the provision of Services throughout the duration of the Framework Agreement.

- 4.7 The Service Mobilisation Plan and the Implementation and Transition Plan shall include, as a minimum:
- 4.6.1 All tasks required with for successful mobilisation, implementation and transition, including clear phasing, timelines and milestones with a transition schedule, work streams, tasks and activities;
 - 4.6.2 Logical work breakdown, key milestones and dependencies during mobilisation, transition and deployment;
 - 4.6.3 Testing and verification activities, including testing of related/impacted projects, software, and hardware;
 - 4.6.4 Contingency plans and work-around(s) in the event that problems or unforeseen circumstances arise;
 - 4.6.5 Specific activities related to new, existing, and/or upgraded technology platforms, including roles and responsibilities of external vendors and internal resources;
 - 4.6.6 Data mobilisation and transition process;
 - 4.6.7 Systems and/or data back-up(s), conversion plans;
 - 4.6.8 Hand-off(s) between developers, vendors, operational staff, and/or technical support, including incumbent Service Providers;
 - 4.6.9 Communication(s) to the Authority and Contracting Authority Authorised Users;
 - 4.6.10 Transition review to assess and document results of the transition, defects found, correction actions to be taken, work-around(s) to be implemented;
 - 4.6.11 Risks and mitigation including management and escalation of these;
 - 4.6.12 Dependencies;
 - 4.6.13 TUPE responsibilities;
 - 4.6.14 Roles, responsibilities and resources including a detailed RACI (responsible, accountable, communicate, inform) for all parties;
 - 4.6.15 How success will be measured;
 - 4.6.16 Reporting on the transition;
 - 4.6.17 Training;
 - 4.6.18 Governance, controls and meeting schedules;
 - 4.6.19 Acceptance / Sign-off Procedure.
- 4.8 For each Call Off Contract, the Service Provider shall provide a tailored Implementation and Transition Plan, scaled according to the scope of the Services required within the Call Off Contract. Each such Implementation and Transition Plan shall be based on the requirements as set out in paragraph 4 and scaled accordingly.

5. MANAGED RECRUITMENT SERVICES AND CUSTOMER SERVICE FUNCTION

5.1 Managed Recruitment Services

- 5.1.1 The Service Provider shall provide a full Managed Recruitment Service in line with Good Industry Practice to include, but not limited to, those Services as set out in paragraphs 5.2, 6, 14, 15, 16, 18 and 19 of this Framework Schedule 2
- 5.1.2 The Service Provider shall throughout the term of the Framework Agreement provide a Managed Recruitment Service including advice at no additional cost, including but not limited to, ensuring the Authority and/or Contracting Authorities are using the most appropriate Routes to Talent to meet their resourcing requirements.
- 5.1.3 The Service Provider shall also provide a range of Managed Recruitment Service Levels to the Contracting Authorities, including Light Touch Services, Medium Touch Services and High Touch Services as follows:
- a) **Light Touch Services** - Contracting Authorities will self-serve for their requirements using the VMS and the Service Provider shall provide Managed Recruitment Services including but not limited to, workforce planning advice, identification of best Routes to Talent, On Boarding Workers, skills testing and training and invoicing and payment.
 - b) **Medium Touch Services** – the Service Provider shall deliver the Services detailed as set out in paragraph 5.1.3 (a) plus development of specifications, upload and issue of requirements, sift and shortlisting services, interview management and management of the Worker feedback.
 - c) **High Touch Services** – the Service Provider shall manage the full end to end recruitment process on behalf of the Authority and/or Contracting Authorities delivering the Services detailed as set out in paragraph 5.1.3 (a) and (b) with the additional services including but not limited to, management of approvals, management of the offer and acceptance process, Worker performance management, workforce planning services and on site resource availability

- 5.1.4 The Service Provider shall provide suitably qualified and experienced Service Provider Personnel to advise and assist Contracting Authorities in procuring their resourcing requirements.
- 5.1.5 The Service Provider acknowledges that Contracting Authorities will select which of the three (3) Managed Recruitment Services Levels they wish to utilise at the point of each individual requisition through the VMS. The Service Provider shall ensure that Contracting Authorities are able to use all of Managed Recruitment Services Levels at any point during the term of the Framework Agreement.
- 5.1.6 Managed Recruitment Service Levels shall apply to all Routes to Talent. The Service Provider shall work with, and provide advice to Contracting Authorities to determine the Managed Recruitment Service Levels required.
- 5.1.7 As part of the Managed Recruitment Services, the Service Provider shall comply with all legislative requirements at all times, and ensure that such requirements are embedded into recruitment processes throughout the term of the Framework Agreement.

5.2 **Customer Service Function**

- 5.2.1 The Service Provider shall create, manage and maintain a Customer Service Function to manage and respond to any user enquiries, complaints, request for advice and requests for technical support from the following parties, but not limited to:
 - a) the Authority;
 - b) Workers;
 - c) Agency Providers;
 - d) Contracting Authorities Authorised Users
- 5.2.2 The Service Provider shall provide, implement, operate and maintain a clearly defined process for the management of enquiries and complaints, requests for advice and technical support, received from the Authority, Contracting Authorities, Workers, Agency Providers and Contracting Authorities Authorised Users.
- 5.2.3 The Service Provider shall provide a Customer Service Function that shall be staffed and operational from Monday to Friday inclusive, between the hours of 08:00hrs to 18:00hrs
- 5.2.4 Contracting Authorities which may require extended operational hours will specify their requirement at Call Off Stage.
- 5.2.5 The Service Provider shall ensure the Customer Service Function supports the Authority and/or Contracting Authorities management of enquiries and complaints, request for advice and technical support through all means of communication, including but not limited to:
 - a) online systems;
 - b) email;
 - c) letter;

- d) telephone;
 - e) fax.
- 5.2.6 The Service Provider shall ensure all telephone calls are charged at no more than a standard call rate (no premium rate telephone numbers are permitted). Standard rate in the UK means calls to local and national numbers beginning 01, 02 and 03. Excluded numbers include non-geographic numbers (e.g. 0871) and all premium rate services.
- 5.2.7 The Service Provider shall ensure that all Service Provider Personnel appointed to the Customer Service Function have the relevant skills and knowledge of the Services, customer relations and relevant technology, to address and resolve all enquiries, complaints, and advice and support requests to the satisfaction of the Authority and/or Contracting Authorities.
- 5.2.8 The Service Provider shall provide and maintain an appropriate level of Service Provider Personnel availability, to consistently deliver an effective service to the Authority and/or Contracting Authorities via the Customer Service Function during operational hours as set in paragraph 5.2.3.
- 5.2.9 The Service Provider shall provide online operating guidance on how to access the Customer Service Function to the Authority and/or Contracting Authorities as well as a generic Frequently Asked Questions or information page. This information shall be available on the commencement date of each Call Off Contract.

6. PROVISION OF TECHNOLOGY – VENDOR MANAGEMENT SYSTEM (VMS)

6.1 Vendor Management System (VMS)

- 6.1.1 The Service Provider shall provide, host, manage and maintain an internet- enabled Vendor Management System (VMS) that will act as the mechanism to manage and procure staffing services, and provide an end to end work flow for the Public Sector Resourcing Model.
- 6.1.2 The Service Provider shall ensure that the VMS has achieved all specified security accreditations and has been fully tested to the satisfaction of the Authority prior to the Service Commencement Date.
- 6.1.3 The Service Provider shall ensure that the VMS is fully operational at the Service Commencement Date.
- 6.1.4 The Service Provider shall ensure that the VMS and all system components used in the delivery of the Services under this Framework Agreement comply with Government Digital Services (GDS) design principles. Further information can be found at:
www.gov.uk/design-principles
- 6.1.5 The Service Provider shall ensure that the VMS and all system components are based on non-proprietary/agnostic technology solutions and that the VMS has the functionality to manage the end to end procuring of all Workers engaged through Non Agency Supply and Agency Supply routes.

- 6.1.6 The Service Provider shall provide full technical details about all aspects of their non-proprietary interface standards e.g. Gs1-xml to the Authority and/or Contracting Authorities immediately upon request.
<http://www.gs1.org/gs1-xml/latest>
- 6.1.7 The Service Provider shall ensure that all web based components are accessible via all major website browsing software.
- 6.1.8 The Service Provider shall ensure that the VMS and all system components have the ability to integrate with the Authority and/or Contracting Authorities IT systems, to streamline and create efficiencies. Any costs of integration with Contracting Authorities IT systems will be agreed at Call Off Stage in accordance with the terms as set out in Framework Agreement Schedule 3 - Pricing
- 6.1.9 The Service Provider shall ensure the VMS has the functionality to be integrated with any Purchase to Pay (P2P) system, ERP systems, eMarketplace, Crown Marketplace (CmP) and other procurement systems through open Application Programming Interfaces (APIs) using industry standards without the need for extensive customisation or configuration. Any costs of will be agreed at Call Off Stage in accordance with the terms as set out in Framework Agreement Schedule 3 – Pricing
- 6.1.10 The Service Provider shall be responsible for configuration, testing and accreditation of the VMS and customising solutions to the individual Authority and/or Contracting Authorities requirements, and ensuring that the Implementation and Transition Plan meets the timescales specified by the Authority and/or Contracting Authorities.
- 6.1.11 The Service Provider shall ensure that all system components of the VMS comply with the requirements including, but not limited to data management, maintenance, upgrade, downtime and accessibility in accordance with the requirements as set out in Framework Schedule 24 - Provision of Technology Systems.
- 6.1.12 The Service Provider shall be responsible for providing the Authority and/or Contracting Authorities with upgrades for all software within six (6) months of a new release being launched. The Service Provider shall provide all software upgrades at no additional charge to the Authority and/or Contracting Authorities.
- 6.1.13 Where the Authority and/or Contracting Authorities IT operating systems and software are not the most current versions, ~~the Service Provider shall ensure that access to the VMS remains available via older versions, which are compatible with the Authority and/or Contracting Authorities IT systems~~ the Service Provider shall ensure that access to the VMS remains available via a variety of web browsers which are compatible with the Authority and/or Contracting Authorities IT systems.
- 6.1.14 The Service Provider shall ensure that all licenses required for technology systems used in delivery of the Services are transferable upon the request of the Authority and Contracting Authorities. At any point in time after the second (2nd) anniversary of the Service Commencement Date

- 6.1.15 Any costs associated with the transfer of licenses at the point of request of transfer by the Authority and/or Contracting Authorities will be agreed at the point of request, however the Service Provider shall not charge the Authority and/or Contracting Authorities more than actual cost (i.e. no mark-up shall be permitted).
- 6.1.16 The Service Provider shall ensure that the VMS is capable of maintaining normal performance during periods of peak usage (i.e. high volumes of Contracting Authorities Authorised Users accessing and using the VMS at the same time), and not cause degradation to front line Contracting Authorities Service provision.
- 6.1.17 The Service Provider shall provide, host and maintain a VMS, which meets all the following requirements, as a minimum:
- a. **Single sign on** – a single point of access to submit requisitions for requirements from both Non Agency Supply and Agency Supply routes for all Worker Categories for the Contracting Authorities Authorised Users.
 - b. **Request/Approvals** – a process that requires the Contracting Authorities Authorised Users to secure the relevant approvals within their organisation to allow the sourcing of their resourcing requirements.
 - c. **Requisition** - a process that assists the Contracting Authorities Authorised Users to find and select a Worker via both Agency Supply and Non Agency Supply for all Worker Categories.
 - d. **Communication** - the functionality for Contracting Authorities Authorised Users to have ability to communicate directly via phone, email/writing, face to face with Agency Supply and Non Agency Supply Providers for all Worker Categories.
 - e. **Scale** - the functionality to scale solutions depending on the size of Contracting Authorities from less than 50 hires per year to over 5000 hires per year
 - f. **Transparency** - open and transparent processes including date and time stamping of all activities executed on the VMS.
 - g. **Worker Pay Rates** – functionality to engage Workers through Personal Services Companies (PSCs), Umbrella Companies, PAYE, Fixed Term Appointments (FTAs) or any other legally compliant routes, including transparency throughout the end to end process (from initial request from Contracting Authorities Authorised Users to invoicing the Contracting Authorities for ordered services)
 - h. **Legislative Compliance** – functionality to demonstrate compliance with all relevant legislation (such as, but not limited, to Agency Worker Regulations)
 - i. **Management** - functionality that allows management of end to end Worker assignment including, but not limited to:

- i On Boarding, compliance and online document storage in line with requirements of the Cabinet Office Baseline Personnel Security Standards (BPSS), National Security Vetting (as necessary) and any other On Boarding requirements that may be requested by the Authority and/or Contracting Authorities
 - ii evidence of training/qualifications and Continuous Professional Development (CPD), if required.
 - iii storing Workers personal data in a manner which is compliant with the requirements of the Data Protection Legislation (as maybe updated from time to time)

<http://www.legislation.gov.uk/ukpga/1998/29/contents>
 - iv providing benchmarking data in real time on UK Contingent Labour Market Rates, by role and by location, by the public sector and private sector.
 - v Worker performance management which tracks Worker performance by assignment in line with relevant legislation and relevant Government policies
 - vi timesheet completion and approvals including the ability for quarter, half and full days
 - vii Off Boarding, tracking process to ensure all requisite activities are completed prior to the end of an assignment such as knowledge and skills transfer, return of all official equipment, information and building passes.
- j. **Payment (Purchase Order & Work Order Processing)** - the processing of purchase orders, invoicing (including full transparency in invoices), verification and payment, including integration with embedded payment cards
 - k. **Performance reporting** - providing dashboards against agreed Key Performance Indicators, fill rates, regular reporting (as specified by the Authority and/or Contracting Authorities), ad-hoc reporting and Contracting Authorities self-service reporting.
 - l. **Statement of Works (SOW)** - the process of seeking services from Workers and project teams (i.e. teams of Workers) with payments against outputs and deliverables appointing to the role which may include a number of Workers.
 - m. **Modification** – functionality which enables the Service Provider to create customised screens, forms, alerts and

reports at no additional cost to the Authority and/or Contracting Authorities (for example to allow for customised approvals screens) so that the VMS meets the individual and different requirements specified by the Authority and/or Contracting Authorities

- n. **Worker Performance Management** – functionality to develop, monitor, manage and record Worker performance in line with legislation and relevant Government policies, including but not limited to:
 - i Contracting Authorities Authorised Users to provide feedback on Worker performance;
 - ii Workers to provide feedback on the assignment to the Authority and/or Contracting Authorities;
 - iii feedback to the Authority and/or Contracting Authorities on the Services provided by the Agency Provider.
- o. **Management Information and Reporting**
 - i. collection, storage of data and reporting, relating to provision of the Services and provision of Management Information to the Authority and/or Contracting Authorities.
 - ii. access to self service reporting to provide a real time view of the Worker landscape a
 - iii. monitor the performance and compliance of the Service Provider in their delivery of the Services
- p. **Functionality:**
 - i creation and rate card management
 - ii self-service for all users
 - iii Service Provider registration and management
 - iv Worker and Contracting Authorities Authorised User feedback on the Service Provider's performance
 - v timesheet functionality to clearly capture where a Worker has worked part of a Working Day (½ day or ¼ day). The timesheet functionality shall also provide notification to the Contracting Authority where a Worker has submitted a timesheet for approval showing hours worked on a non working day, such as a weekend or bank holiday.
 - vi tracking and application of all appropriate legislation to ensure correct application of Worker pay rates, tax and pensions deductions.
 - vii the ability to include Worker expenses within the timesheet/payments functionality. The Service Provider shall ensure that this functionality also enables scanned receipts to be uploaded to the

- system and made visible to the Authority and the Contract Authorities to meet the audit requirements of the Authority.
- viii notification functionality that can be configured to meet the requirements of the Authority and the Contract Authorities for notification of the following, but not limited to, activities;
- Financial approvals
 - HR approvals
 - Commercial approval
 - Purchase Order/Work order approvals
 - Receipt of CV's/shortlist
 - Outstanding activity (no offer within defined timescales)
 - Timesheet approvals
 - End of Assignment
 - Extensions

q. **Transparency**

- i. with date and time stamping to ensure Contracting Authorities Authorised User and Workers and Authorised Users can view the current status of activities in real time
- ii. Advertising of roles in line with relevant taxation legislation (for example, but not limited to inside or outside of IR35, PAYE, FTA etc.)

- 6.1.18 The Service Provider shall provide a dedicated technology support team as part of the Customer Service Function.
- 6.1.19 The Service Provider shall provide additional integration with other business technology systems if requested by the Authority and/or Contracting Authorities, following initial implementation. The Service Provider shall provide this service upon request from the Authority and/or Contracting Authorities. The Service Provider shall ensure that any new integration activities do not affect any other users or the performance of the VMS. Any costs of integration will be agreed at Call Off Stage in accordance with the terms as set out in Framework Agreement Schedule 24 – Provision of Technology Systems.
- 6.1.20 The Service Provider shall be responsible for advising the Authority and/or Contracting Authorities of the information they require to deliver the required interoperability, including timeframes and any other specific project management requirements.
- 6.1.21 The Service Provider shall ensure that the VMS can collect data on the Services to enable compliance with the monthly reporting requirements to the Authority, (for the Management Information System) MISO as set out in Framework Schedule 9 - Management Information and Reporting.
- 6.1.22 The Service Provider shall be responsible for ongoing development of the VMS to ensure availability of the latest system capabilities at their

own cost. The Service Provider shall inform the Authority and/or Contracting Authorities (in advance) of new upgrades, as set out in Framework Schedule 24 - Provision of Technology Systems.

- 6.1.23 The Service Provider shall provide unlimited user licences, to the Authority and/or Contracting Authorities Authorised Users.
- 6.1.24 The Service Provider shall be responsible for ensuring the security and data integrity of all information held in the VMS in accordance with the terms as set out in Framework Agreement Schedule 24 - Provision of Technology Systems.
- 6.1.25 The Service Provider shall ensure that the VMS will facilitate delivery of the following benefits:
 - a. decrease costs across the Public Sector Resourcing Model;
 - b. enhance programme efficiency and ensure access to best quality Workers.

6.2 Automatic Rate Benchmarking

- 6.2.1 The Service Provider shall provide Automatic Rate Benchmarking via the VMS. The Service Provider shall gather data and report on the following data relating to Worker rates:
 - a. Worker rate by location;
 - b. Worker rate by skill set/profession/role type;
 - c. Worker rate across public and private sectors;
- 6.2.2 The Service Provider shall ensure Automatic Rate Benchmarking includes the identification of when savings (associated with Benchmarked Rates) should be accepted/declined, and alert the Contracting Authorities Authorised User on individual assignments, at point of selection. The Service Provider shall ensure that reasons for paying more than the Benchmarked Rates are captured at time of selection and recorded through the Management Information (MI) process.

6.3 Other Technology Platforms

- 6.3.1 Where the Service Provider uses other technology platforms alongside the VMS in the provision of Services under this Framework Agreement, the Service Provider is required to ensure that any Contracting Authority Authorised User is only required to login to the system once. The Service Provider shall ensure that the Authorised User is re-directed automatically between the platforms in a seamless manner.
- 6.3.2 The Service Provider shall be responsible for ensuring that all platforms used in the delivery of the Services under this Framework Agreement comply with GDS Design Principles. Further information can be found at www.gov.uk/design-principles
- 6.3.3 The Service Provider shall be responsible for configuration, testing and accreditation of all required technology solutions to the Authority and/or Contracting Authorities requirements, including ensuring the

Implementation and Transition Plans takes into account these timeframes.

- 6.3.4 The Service Provider shall be responsible for the provision, management and maintenance of all technology and all IT licenses required to ensure streamlined delivery of the Services and full suite of management reporting to provide a technology enabled solution.
- 6.3.5 The Service Provider shall source non-proprietary/agnostic technology solutions to manage the end to end sourcing for all Workers engaged through Non Agency Supply and Agency Supply Chain through technology solutions in line with Good Industry Practice.
- 6.3.6 The Service Provider shall be responsible for ensuring that all technology provisions adhere to the requirements including, but not limited to data management, maintenance, upgrade, downtime, accessibility etc. as set out in this Schedule 2 and the terms in Framework Schedule 24 - Provision of Technology Systems.
- 6.3.7 The Service Provider shall ensure that all systems provided under this Framework Agreement have the ability to integrate with the Authority and/or Contracting Authorities IT systems to streamline and create efficiencies. Any costs of integration are to be agreed at Call Off Stage as set out in Framework Agreement Schedule 3 – Pricing.
- 6.3.8 The Service Provider shall ensure all web based systems are accessible via all major web-site browsing software.
- 6.3.9 The Service Provider shall be responsible for the ongoing development and maintenance of the technology platforms to ensure they meet the changing requirements of Authority and/or Contracting Authorities.
- 6.3.10 The Service Provider shall ensure the appropriate representation is part of the joint Governance structure by all providers of technology to ensure that the Authority are informed of all new developments and improvements to systems functionality.
- 6.3.11 The Service Provider shall be responsible for providing the Authority and/or Contracting Authorities with upgrades for all software within six (6) months of a new software upgrades and/or releases being launched. The Service Provider shall provide all software upgrades at no additional charge to the Authority and/or Contracting Authorities during this period.
- 6.3.12 Where the Authority and/or Contracting Authorities IT operating systems and software are not the most current versions, the Service Provider shall ensure technology access is available via the older version, which is compatible with the Authority and/or Contracting Authorities IT systems.

6.4 Training

- 6.4.1 The Service Provider shall provide initial training to the Authority and Contracting Authorities at no additional cost to the Authority and Contracting Authorities

- 6.4.2 The Service Provider shall provide the Authority and/or Contracting Authorities Authorised User with clear instructions on how to use the VMS which will enable the Contracting Authorities Authorised Users to fulfil all operational functions.
- 6.4.3 Where requested by the Authority and/or Contracting Authorities, the Service Provider shall provide refresher training and any training required for new software updates at no additional cost to the Authority and/or Contracting Authorities.
- 6.4.4 The Service Provider shall ensure that all training material is provided to the Authority and/or Contracting Authorities prior to publication/delivery.
- 6.4.5 The Service Provider shall ensure all training for the VMS is delivered via a route to be agreed with the Authority and/or Contracting Authorities and shall include, as a minimum:
 - a. face-to-face,
 - b. online;
 - c. webinar;
 - d. telephone.
- 6.4.6 The Service Provider shall ensure appropriate Service Provider Personnel are in place to meet all training requirements of the Authority and/or Contracting Authorities to allow full use of all VMS functionality throughout the duration of the Framework Agreement

7. ROUTES TO TALENT – NON AGENCY SUPPLY

7.1 Design, Implementation and Management

- 7.1.1 The Service Provider shall be required to identify, implement, manage and maintain a range of Non Agency Routes to Talent.
- 7.1.2 This shall include the provision of an End to End service, including provision of technology and the provision of Service Provider Personnel to source Workers through:
 - a. Direct Hire;
 - b. Segmented Talent Pools;
 - c. Pre Identified Workers (including referrals and nominated Workers);
 - d. Other innovative and emerging Non Agency Supply routes.
- 7.1.3 The Service Provider shall work collaboratively with the Authority and/or Contracting Authorities to identify the optimum Routes to Talent to attract suitably qualified and experienced Workers in a timely and cost effective manner.
- 7.1.4 The Service Provider shall use a phased approach to implementation of all Non Agency Supply routes. The Service Provider shall develop a plan for phasing and implementation of the Non Agency Supply routes which shall be produced and submitted to the Authority as part

of the Service Mobilisation Plan and Implementation and Transition Plan as set out in paragraph 4 of this Framework Schedule.

- 7.1.5 In the event that the Service Provider utilises a separate technology platform(s) for Non Agency Supply (i.e. a platform that is not part of the VMS) the Service Provider shall be required to integrate the separate technology platform(s) with the VMS at no additional cost to the Authority and/or Contracting Authorities.
- 7.1.6 The Service Provider shall provide, as a minimum, the following services for all Workers sourced via any of the Non Agency Supply routes:
- a. management of Worker Day Rates, including negotiation of Worker day rate in line with real time benchmarking data;
 - b. management and issue of contracts to Workers via email or other agreed routes;
 - c. Payment of the Worker;
 - d. Worker Care;
 - e. management of any Worker restrictions (e.g. ownership of Workers and restricted covenants);
 - f. management of any extensions of Worker contracts;
 - g. management of and compliance to any legislative requirements;

7.2 Direct Hire

- 7.2.1 The Service Provider shall design, implement, manage and maintain a Direct Hire Routes to Talent including providing the resources and technology to manage the End to End process to enable Contracting Authorities to engage directly with individual Workers.
- 7.2.2 The Service Provider shall, as a minimum:
- a. select and amend from predefined/existing role profiles, create new role profiles;
 - b. gather and provide real time benchmarking data based on role type and location to ensure the most competitive UK Contingent Labour Market Rates are achieved;
 - c. filter Workers by skill set, qualifications and previous employers;
 - d. enable new shortlisting skill filters to be included on the Authority and/or Contracting Authorities request within one (1) hour;
 - e. provide simple Worker registration and upload of CV's;
 - f. notification to all suitable pre-registered Workers on publication of requirements;

- g. facilitate communication between Workers and Contracting Authorities Authorised Users for the management of the interview process;
- h. functionality to provide feedback to Workers with reasons for why they were not hired
- i. the ability to introduce additional/new functionality such as interviewing via video conferencing as and when identified by the Service Provider, or when specified by Contracting Authorities.

7.3 Segmented Talent Pools

- 7.3.1 The Service Provider shall design, implement, manage and maintain a Segmented Talent Pool including provision of Service Provider Personnel and technology to manage the End to End Talent Pool process.
- 7.3.2 The Service Provider shall ensure that the Segmented Talent Pool aligns with the Worker Categories, as set out in paragraph 3.2 of this Framework Schedule 2.
- 7.3.3 The Service Provider shall ensure the technology platform provided for the Segmented Talent Pools shall comply with the technology requirements as set out in this Schedule 2 and Framework Schedule 24 - Provision of Technology Systems.
- 7.3.4 The Service Provider shall ensure the Segmented Talent Pool enables the Authority and/or Contracting Authorities Authorised Users to conduct the following activities, as a minimum:
 - a. locate Workers by geographical location and skill set;
 - b. view Workers availability;
 - c. view Workers CVs and work history;
 - d. review Worker Day Rates;
 - e. ability for Workers to review and update their CV and availability data in real time;
 - f. manage potential Workers entering the Segmented Talent Pool ensuring that they meet the minimum requirements of the Authority and/or Contracting Authorities.

7.4 Pre Identified Workers (including Referrals and Nominated Workers)

- 7.4.1 The Service Provider shall design, implement, manage and maintain the End to End process for Pre Identified Workers including Referrals and Nominated Workers, providing the Service Provider Personnel and technology platforms to manage this Service.
- 7.4.2 The Service Provider shall ensure that any technology platform(s) provided as part of managing the End to End process for Pre Identified Workers including Referrals and Nominated Workers comply with technology requirements as set out in this Schedule 2 and Framework Schedule 24 - Provision of Technology Systems.

- 7.4.3 The Service Provider shall ensure the process enables and includes, as a minimum:
- a. initial contact with the Worker once pre identified by Contracting Authorities;
 - b. offer of a contract to the Worker;
 - c. allocation and addition of Pre Identified Workers to Tailored Supply Chain to facilitate Contracting Authorities Authorised Users ease of access to Workers.

7.5 Other Innovative and Emerging Non Agency Supply

- 7.5.1 The Service Provider shall propose additional innovative Non Agency Supply Routes to Talent, throughout the duration of the Framework Agreement.
- 7.5.2 For any innovative or emerging Non Agency Supply Routes to Talent, the Service Provider shall manage the End to End process, including provision of technology platforms.
- 7.5.3 The Service Provider shall include proposals for innovative and emerging Non Agency Supply Routes to Talent in the following documents which the Service Provider shall produce:
- a. Mobilisation and Implementation and Transition Plans;
 - b. Continuous Improvement Plan and Innovation Roadmap;
 - c. Spend under management and savings plan;

8. ROUTE TO TALENT – AGENCY SUPPLY

- 8.1 The Service Provider shall design, implement, manage and maintain Tailored Supply Chain, which align with the Worker Categories as set out in paragraph 3.2 and Annex 1 (Routes to Talent) of this Framework Schedule 2.

8.2 Tailored Supply Chain Design and Implementation (Agency Providers)

- 8.2.1 The design of the Tailored Supply Chain shall be developed for Contracting Authorities and shall, as a minimum:
- a. be based on the Service Provider's UK Contingent Labour Market expertise and knowledge, with flexibility to meet the changing needs of Contracting Authorities;
 - b. be based on information and/or data provided by the Authority and it's specified requirements;
 - c. include consultation with the Authority and/or Contracting Authorities to ensure the Tailored Supply Chain which shall be tailored for Contracting Authorities meets the specified requirements.
 - d. be agreed by the Authority and refreshed in the Innovation Roadmap.
 - e. facilitate the ability for Contracting Authorities Authorised Users to liaise and communicate directly with providers within the Tailored Supply Chains where this is the recommended

Route to Talent. This shall enable Contracting Authorities Authorised Users to talk directly in a timely manner to Agency Providers in a controlled and documented manner.

- 8.2.2 The implementation of the Tailored Supply Chain shall include, but is not limited to:
- a. The Service Provider shall design, build, manage and maintain a Tailored Supply Chain which is capable of delivering the Services to the standards to be specified by the Authority
 - b. In designing, building, managing and maintaining a Supply Chain for the delivery of the Services, the Service Provider shall adopt and demonstrate the following principles at all times, namely:
 - i Transparency;
 - ii fair and equal treatment;
 - iii non-discrimination;
 - iv proportionality;
- 8.2.3 The Service Provider shall develop a Mobilisation Plan (as set out in paragraph 4 of this Framework Schedule 2) for implementing the Tailored Supply Chains (i.e. segmented by type of supply and by Worker category, as set out in paragraph 3.2 of this Framework Schedule 2).
- 8.2.4 The Service Provider shall ensure that the Mobilisation Plan includes details of how each part of the Tailored Supply Chain will be structured by type of supply route and Worker category and also details when each part of the Tailored Supply Chain will be implemented using a phased approach.
- 8.2.5 The Service Provider shall submit the Mobilisation Plan for the Tailored Supply Chain to the Authority for their review to ensure all the requirements of the Contracting Authorities are captured. Where the Authority identifies any changes required to the Plan they shall advise the Service Provider as soon as practicable.
- 8.2.6 The Service Provider shall ensure that any changes to the Mobilisation Plan requested by the Authority are updated to the plan ready for approval by the Service Provider and the Authority through the Joint Governance Board.
- 8.2.7 The Authority will also have the ability to procure separate Tailored Agency Supply Chains or add existing Tailored Supply Chains (through existing Framework Agreements established by the Authority) at its discretion, as part of the Joint Governance.

8.3 Tailored Supply Chain Management / Agency Provider Management

- 8.3.1 The Service Provider shall ensure the provision of a seamless Agency Supply service in line with Non Agency Supply provisions as set out at paragraph 7 of this Framework Schedule 2. The Service Provider will

ensure robust Agency Provider Management in line with good industry practice.

- 8.3.2 The Service Provider shall have transparent and documented processes in place to manage any existing Worker restrictions (i.e. restricted covenants) through the Tailored Supply Chain.
- 8.3.3 The Service Provider shall develop and implement performance metrics to actively manage the Tailored Supply Chains for example, but not limited to:
 - a. managing performance;
 - b. fill rates, and;
 - c. quality of Workers;
- 8.3.4 These metrics will be reviewed on a regular basis by the Joint Governance Board.
- 8.3.5 Where Agency Supply is the chosen Route to Talent, the Service Provider shall ensure, that there is:
 - a. no double handling of requirements or duplication;
 - b. a seamless Worker journey;
 - c. use of VMS for all assignments;
 - d. full transparency of processes for Agency Providers, Workers, and Contracting Authorities Authorised Users.
- 8.3.6 The Service Provider shall ensure that their approach to Supply Management actively supports the government's SME agenda and the Service Provider shall be required to be fully transparent in their approach at all times throughout the duration of this Framework Agreement.
- 8.3.7 The Service Provider shall provide the Authority with the number and names of SMEs in their Supply Chain and associated spend within their monthly Management Information reports as set out at paragraph 7 of this Framework Schedule 2.
- 8.3.8 Upon the request, the Service Provider shall provide the Authority with a copy of the contracts and service schedules of all of their service providers within the Service Provider's Supply Chains.
- 8.3.9 The Service Provider acknowledges that its approach to Supply Chain management will be published in the interests of transparency.
- 8.3.10 Where Agency Supply is the chosen Routes to Talent, Agency Providers shall provide, as a minimum, the following services for all Workers sourced via this route:
 - a. management of Worker Day Rates, including negotiation of Worker Day Rate in line with real time benchmarking data;
 - b. management and issue of contract to the Worker including managing enquiries and payment of the Worker;
 - c. Worker Care including On Boarding and Off Boarding and feedback;

- d. management of any existing restrictions (e.g. restricted covenants);
- e. management of any extensions of Worker contracts;
- f. management of and compliance to any legislative requirements;

9. WORKER CARE AND EXPERIENCE

9.1 The Service Provider shall be responsible for creating and providing a positive Worker care experience for all Workers.

9.2 The Service Provider shall be responsible for all security vetting and compliance checks for each Worker prior to placement.

9.3 On Boarding, Security vetting and Off Boarding

9.3.1 The Service Provider shall be responsible for completing checks to ensure each Worker's compliance with the Cabinet Office Baseline Personnel Security Standard (BPSS);

- a. identity, right to work, employment history and DBS checks in line with the requirements of Cabinet Office Baseline Personnel Security Standard policy;
- b. ensuring processes are in place to monitor Worker security clearance/visas on an ongoing basis including monitoring expiry dates, hours worked and any other restrictions that may be in place;
- c. ensure any qualifications held by the Worker meet the Authority and/or Contracting Authorities specification;
- d. More information on the requirement of Cabinet Office Baseline Personnel Security Standard can be accessed using the following link:

<https://www.gov.uk/government/publications/hmg-personnel-security-controls>

9.3.2 The Service Provider shall ensure that copies of all verified documentation are held on file in a format that is unable to be altered/amended. All documentation shall be held for six (6) years after expiry of the Framework Agreement.

9.3.3 The Service Provider shall ensure that Workers supplied to the education sector are compliant with the Safer Recruitment in Education Guidance and are part of either the REC Audited Education Scheme or the APSCO Compliance+ Scheme.

<https://www.rec.uk.com/business-support/audited/audited-education>

9.3.4 The Service Provider shall ensure that Workers supplied to the health sector are compliant with the requirements specified and that safeguarding checks have been completed prior to placement of a Worker:

- a. The Service Provider shall undertake pre-employment checking for the NHS which seeks to verify that an individual meets the preconditions of the role they are applying for.
- b. There are six (6) NHS Employment Check Standards that outline the type and level of checks employers must carry out before recruiting staff into NHS positions.
- c. The Service Provider shall comply with the following guidance and further information about each employment check may be found here:

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

- d. The Service Provider shall ensure each Worker 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:

<http://www.nhsemployers.org/case-studies-and-resources/2017/01/language-competency-good-practice-guidance-for-employers>

- e. On being recruited and thereafter on an annual basis, the Service Provider shall ensure that each Worker receives mandatory training relevant to the normal duties that the Worker shall be expected to perform in accordance with the UK Core Skills Training Framework. Details can be found here:

<http://www.skillsforhealth.org.uk/developing-your-organisations-talent/uk-wide-core-skills-training-framework>

- f. The Service Provider shall ensure secure retention of all records in relation to safeguarding, in line with the Data Protection Act as maybe updated from time to time. Records must be kept for two (2) years after the Worker leaves job role.
- g. The Service Provider shall have policies and procedures in place which describe and explain the Non Agency Supply routes and the relevant recruitment processes, as the pre-employment checks apply to all Workers in the health sector.

9.3.5 The Service Provider shall be responsible for validating the accuracy of the information supplied by all Workers sourced via Non Agency Supply routes.

9.3.6 The Service Provider shall not raise charges where checks have already been made and evidenced to the satisfaction of the Authority and/or Contracting Authorities in the circumstances where additional checks are required to be undertaken on Workers before they commence an assignment. These additional checks will be identified by the Authority and/or Contracting Authorities at start of the

recruitment process, and if required a charging structure agreed for the provision of this service.

- 9.3.7 The Service Provider shall be responsible for ensuring that all documentation in relation to such checks is made available to the Authority and/or Contracting Authorities, immediately upon request.
- 9.3.8 The Service Provider shall obtain a signed declaration from all Workers giving the Service Provider permission to share their personal details and any supporting documentation to Contracting Authorities Authorised Users
- 9.3.9 The Service Provider shall ensure that the Worker is able to contact the Contracting Authorities Authorised Users directly, which contributes towards creating a positive Worker experience.
- 9.3.10 The Service Provider shall ensure Off Boarding of Workers is undertaken in a timely and professional manner.
- 9.3.11 The Service Provider shall report on Off Boarding processes and Worker and experience as part of the MI, as set out in Framework Schedule 9 – Management Information and Reporting.

9.4 Feedback on Assignments

- 9.4.1 The Service Provider shall ensure that feedback about the selection process is offered to all Workers (whether successful or unsuccessful), in a timely and professional manner.
- 9.4.2 The Service Provider shall manage the feedback process to Workers in conjunction with Authorised Users.

9.5 Performance Management of Workers

- 9.5.1 The Service Provider shall ensure that feedback Worker performance management is undertaken, which tracks Worker performance by assignment in line with relevant legislation and relevant Government policies

10. PAYMENT TO WORKERS AND THE SUPPLY CHAIN

10.1 Non Agency Supply

- 10.1.1 The Service Provider shall be responsible for the provision of payroll services for all Workers engaged via Non Agency Supply routes and Agency Supply routes.
- 10.1.2 The Service Provider shall be responsible for development, configuration and ongoing maintenance of the technology required to deliver payroll services.
- 10.1.3 The Service Provider shall ensure that any systems used for payment of Workers is integrated with the VMS to deliver a streamlined payment process to the Authority and/or the Contracting Authorities.
- 10.1.4 The Service Provider shall ensure that where requested by the Authority and/or Contracting Authorities, payroll systems have the functionality to be integrated with the Authority and/or Contracting Authorities P2P systems.

- 10.1.5 The Service Provider shall, on receipt of a Worker's verified and duly authorised timesheet, ensure the Worker is paid in line with market standards with payments to be made monthly as a minimum, and weekly as a maximum

10.2 **Agency Supply**

- 10.2.1 The Service Provider shall be responsible for payment to the Agency Providers in line with the terms to be agreed with the Authority at the Joint Governance Board.

11. **SPEND UNDER MANAGEMENT AND SAVINGS**

- 11.1 The Service Provider shall work with the Authority and/or Contracting Authorities to agree a series of on-going publicity and general promotional material and initiatives throughout the term of the Framework Agreement to highlight awareness of the Services and encourage uptake and use of the Services by the Authority and/or Contracting Authorities Personnel, in accordance with the requirements as set out in Framework Schedule 11 - Marketing.
- 11.2 The Service Provider shall ensure they take action for promotion of the Services and the Authority and/or Contracting Authorities shall not be charged for such Services. Any material shall be agreed in advance by the Authority and/or Contracting Authorities, and contain branding specific to the Contracting Authorities if required.
- 11.3 The Service Provider shall work collaboratively with the Authority and/or Contracting Authorities to identify and deliver savings, and identify and act on, opportunities for increased spend under management throughout the life of the Framework Agreement.
- 11.4 The Service Provider shall develop, implement, manage and report on, a plan for spend under management and savings detailing the following as a minimum (but not limited to):
 - 11.4.1 year on year growth of business through the Framework Agreement with Contracting Authorities and especially to wider public sector, including approach and resources to achieve;
 - 11.4.2 optimum Routes to Talent to attract suitably qualified and experienced Workers in a timely and cost effective manner, including approach and resources to achieve;
 - 11.4.3 how Contracting Authorities can buy more effectively and make incremental savings;
 - 11.4.4 benefits methodologies and savings levers that can be applied;
 - 11.4.5 lost savings opportunities;
 - 11.4.6 how savings will be tracked and reported to the Authority and/or Contracting Authorities as part of the monthly MI, as set out in Framework Schedule 9 – Management Information and Reporting;
 - 11.4.7 This plan will be approved by the Joint Governance Board;

12. **WORKFORCE PLANNING**

- 12.1 The Service Provider shall, if requested by Contracting Authorities, deliver workforce planning services which will include, but not limited to:
 - 12.1.1 Workforce analysis and advisory services to understand demand patterns and current utilisation of substantive and flexible workforce
 - 12.1.2 Workforce optimisation services such as shift planning, absence management,
 - 12.1.3 forecasting and budgeting
 - 12.1.4 Investment analysis to determine whether an in-house or fully outsourced Flexible Resource Pool solution is required.
 - 12.1.5 Workforce planning activities such as substantive Worker recruitment, training of substantive Worker and performance management of substantive Worker

13. CONTINUOUS IMPROVEMENT PLAN & INNOVATION ROADMAP

- 13.1 **Development and Implementation of the Innovation Roadmap**
- 13.2 The Service Provider shall be responsible for delivering innovation and continuous improvement, throughout the duration Framework Agreement.
- 13.3 Over the life of the Framework Agreement, the Service Provider shall actively work with the Authority and/or Contracting Authorities, to continually improve and provide innovative solutions for the provision of Services. This includes, but is not limited to:
 - 13.2.1 streamlining processes, including internal hiring processes
 - 13.2.2 improving the experience for Workers, Contracting Authorities Authorised Users and Agency Providers, ensuring the public sector is an employer of choice including consistent branding that helps to achieve this.
 - 13.2.3 removing duplication across the End to End process
 - 13.2.4 providing advice and support to build the Authority and/or Contracting Authorities brand as an employer of choice to ensure attraction of quality Workers
 - 13.2.5 regular review of the Services with the Authority and/or Contracting Authorities with a view to reducing the Authority's costs, the Framework Prices, the costs of other Authority's and/or Contracting Authorities improving the quality and efficiency of the Services.
 - 13.2.6 introducing market innovations and technology trials
 - 13.2.7 ensuring the public sector is an employer of choice including branding of the Public Sector Resourcing Model.
 - 13.2.8 **Diversity and Inclusion**
 - a. As part of the continuous improvement plan and innovation roadmap, the Service Provider shall clearly demonstrate how the Services promote and ensure equality and value diversity, clearly working towards the Civil Service Diversity and Inclusion targets as outlined:

<https://www.gov.uk/government/organisations/civil-service/about/equality-and-diversity>.

This shall include a Talent Action Plan that clearly outlines the best possible mix of existing and future Talent, including setting out actions to ensure that the Civil Service is one of the best and most progressive UK employers for Workers.

13.2.9 **Legislation Changes**

- a. The Service Provider shall be required to keep abreast of changes in the UK Contingent Labour Market and legislation and ensure that such changes are communicated in a timely manner to the Authority and/or Contracting Authorities and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Framework Schedule 19 – Variation Form.

13.2.10 **Workforce Policy**

- a. Understand, interpret and influence public sector policies around Workers, workforce management and total Talent.

13.4 The Service Provider and the Authority and/or Contracting Authorities shall provide to each other any information which may be relevant in driving the objectives of continuous improvement and in particular reducing costs.

13.5 The Service Provider shall produce an Innovation Roadmap and Continuous Improvement Plan which will detail continuous improvements, innovative new ways of working, UK Contingent Labour Market trends, and ways to improve the provision of Services under all Call Off Contracts and reducing the Framework Prices (without adversely affecting the performance of the Framework Agreement or any Call Off Contract) throughout the term of the Agreement. The Continuous Improvement Plan/Innovation Roadmap will be approved by the Authority at the Joint Governance Board.

13.6 The Continuous Improvement Plan/Innovation Roadmap shall include, as a minimum, proposals in respect of the following:

- 13.5.1 All areas outlined in Clause 13.1 – 13.5 of this Framework Schedule 2.
- 13.5.2 alternative/additional Routes to Talent, and increasing usage of existing more cost effective Routes to Talent;
- 13.5.3 Digital enablement;
- 13.5.4 Supply Chain optimisation;
- 13.5.5 Cost optimisation;
- 13.5.6 Customised data including management and business intelligence and analytics;
- 13.5.7 identifying the emergence of new and evolving technologies which could improve the Services;

- 13.5.8 identifying changes in behaviour within the Authority and/or Contracting Authorities that result in a cost saving and a reduction in the Framework Prices;
 - 13.5.9 improving the way in which the Services are marketed via the Framework Agreement that may result in reduced Framework Prices;
 - 13.5.10 identifying and implementing efficiencies in the Service Provider's internal processes and administration that may lead to cost savings and reductions in the Framework Prices;
 - 13.5.11 identifying and implementing efficiencies in the way the Authority and/or Contracting Authorities interact with the Service Provider that may lead to cost savings and reductions in the Framework Prices;
 - 13.5.12 identifying and implementing efficiencies in the Tailored Supply Chain that may lead to cost savings and reductions in the Framework Prices;
 - 13.5.13 baselining the quality of the Services, its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Term; and
 - 13.5.14 measuring and reducing the sustainability impacts of the Service Provider and the supply chains operations pertaining to the Services, and identifying opportunities to assist Authority and/or Contracting Authorities in meeting their sustainability objectives.
- 13.7 The Service Provider shall produce a customer satisfaction survey which will be approved by the Joint Governance Board and will be issued to the Contracting Authorities annually. The Service Provider shall report all findings from the customer satisfaction survey as part of the Joint Governance Board and shall take the necessary actions to rectify where any issues or areas of poor performance of the services are identified.

14. JOINT GOVERNANCE AND FRAMEWORK MANAGEMENT

- 14.1. The Service Provider shall apply the principles of Good Industry Practice to govern this Framework Agreement and any Call Off Contracts, including providing a suitably qualified nominated contact (Service Provider Framework Manager) who will take overall responsibility for delivering the Services required, as well as a suitably qualified deputy to act in their absence. w
- 14.2. The Service Provider shall be required to design, implement and manage a joint Governance approach with the Authority and/or Contracting Authorities.
- 14.3. The Service Provider shall ensure that governance structures are established, and regular meetings are scheduled and conducted with the Authority and/or Contracting Authorities in line with the size and scope of the requirements of the Authority and/or Contracting Authorities.
- 14.4. The Service Provider shall ensure that the Joint Governance Structure is supported by Terms of Reference which shall include Operational and Strategic Contract Management and Governance.
- 14.5. The Service Provider shall ensure the Joint Governance Structure includes representation from technology providers (where this may have been Sub-Contracted), to ensure that the Authority and/or Contracting Authorities are

informed of all potential new developments and improvements to systems functionality.

- 14.6. The Service Provider shall develop a proposal on how this Framework Agreement will be governed with the Authority ensuring a collaborative and partnering approach is maintained throughout the duration of the Framework Agreement. This shall include, as a minimum:
 - 14.6.1 the Joint Governance Structure,
 - 14.6.2 escalation provisions
 - 14.6.3 proposed meeting schedules for the Authority.
- 14.7. The joint Governance structure shall include input and representation from any technology Key Sub-Contractors, Non Agency Supply routes and Agency Providers to ensure feedback is provided regularly and on an ongoing basis. The Governance shall provide transparency for the Authority, Contract Authorities, Agency Providers, Key Sub-Contractors and Workers.
- 14.8. Through the Joint Governance Structure, the Service Provider and the Authority shall Approve, within a maximum of two (2) months of the Framework Commencement Date, the following Final documents (but not limited to):
 - 14.8.1 Joint Governance Structure proposal.
 - 14.8.2 Joint Governance Structure for Contracting Authorities
 - 14.8.3 Spend Under Management and savings plan
 - 14.8.4 Service Mobilisation Plan and Implementation and Transition Plan
 - 14.8.5 Continuous Improvement Plan and Innovation Roadmap
 - 14.8.6 Tailored Supply Chain approach
 - 14.8.7 Any other documentation required to govern, manage and improve the Partnership Approach;
- 14.9. The above mentioned documents shall be reviewed as part of the Joint Governance Structure every six (6) months as a minimum.
- 14.10. The Terms of Reference shall be reviewed, as part of the Joint Governance Structure, every six (6) months as a minimum.
- 14.11. The Joint Governance Board shall monitor and measure the Partnership Approach including the Service Levels as set out in Schedule 28 - Service Levels
- 14.12. The Service Provider shall also be required as part of the Joint Governance Structure to have responsibility for drafting any policy notes required for implementation and management of the Public Sector Resourcing Model which shall be submitted to the Joint Governance Board for approval prior to implementation.

15. OVERSEAS SERVICES

- 15.1. The Service Provider shall provide Services to Contracting Authorities Authorised Users who will be required to complete assignments which will involve working outside the UK.

- 15.2. The Service Provider shall ensure that the VMS is fully accessible to Contracting Authorities Personnel located overseas, if specified at Call Off Stage.
- 15.3. The Service Provider shall work with Contracting Authorities to ensure requirements meet all relevant legislation and requirements of the Country where the Worker is engaged (if applicable)

16. MANAGEMENT INFORMATION

- 16.1. The Service Provider shall produce a suite of monthly management reports and dashboards for the Authority and/or Contracting Authorities by the seventh (7th) working day of each calendar month which comply with the requirements set out in Framework Schedule 9 - Management Information and Reporting.

17. KEY PERFORMANCE INDICATORS

- 17.1. The Service Provider shall monitor its performance against each of the Key Performance Indicators in Framework Schedule 2 (Part B: Key Performance Indicators) and shall report to the Authority through the Joint Governance Structure in accordance with Framework Schedule 8 (Framework Management).

18. SERVICE LEVELS

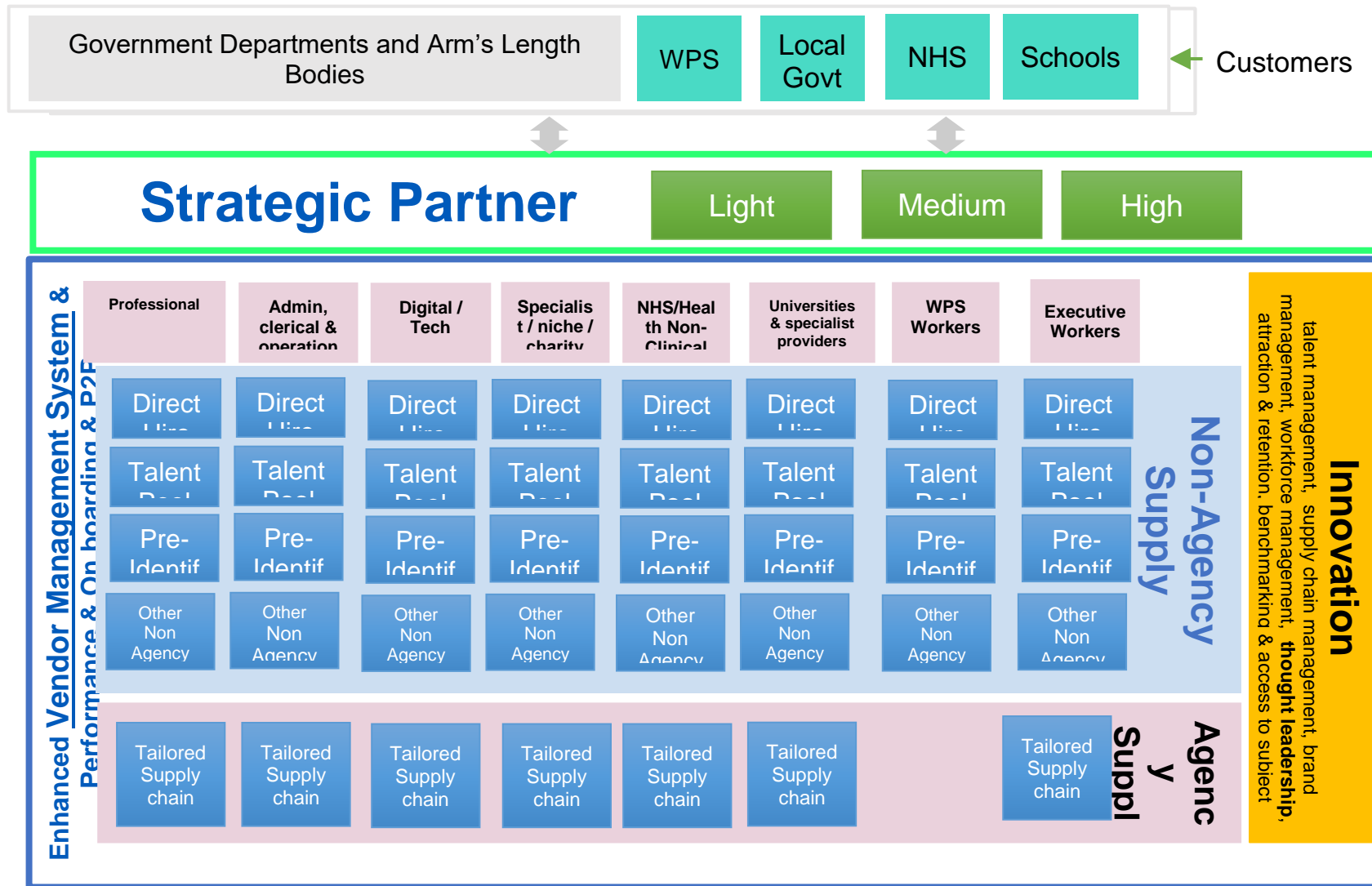
- 18.1 The Service Provider shall monitor its performance against each of the Service Levels (as set out in Framework Agreement Schedule 28 - Service Levels) and shall report to the Authority through the Joint Governance Structure, in accordance with Framework Schedule 8 - Framework Management.
- 18.2 Any changes to Service Levels shall be agreed between the Authority and/or Contracting Authorities in accordance with the terms of this Framework Agreement using the Variation Procedure set out in Framework Schedule 19 – Variation Form.

19. BRANDING OF THE PUBLIC SECTOR RESOURCING MODEL

- 19.1 The Service Provider shall brand the Public Sector Resourcing Model as agreed with the Joint Governance Structure in line with branding standards.
- 19.2 The Service Provider shall ensure that all branding of the Public Sector Resourcing Model is complies to government branding rules, for more information please see the link below, and in accordance with Framework Schedule 11 - Marketing.

<https://gcs.civilservice.gov.uk/wp-content/uploads/2016/04/HMG-branding-overview- February2017.pdf>

Annex 1 - ROUTES TO TALENT



ANNEX 2 -

Supplier Activities - Managed Recruitment Service Levels

	Light Touch	Medium Touch	High Touch
ALL As Per specification	<ul style="list-style-type: none"> - Vendor Management System - Other Technology Platform - Job Role/Rate Card Management (including benchmarking and Worker performance management & automatic benchmarking) - Customer Service 	<ul style="list-style-type: none"> - Management Information & Reporting - Mobilisation, Transition & Implementation - Savings & Spend Under Management - Continuous Improvement Plan & Innovation Roadmap - Governance, Contract Management - CCS Levy - Worker Experience (& Quality Assurance) 	
Non-Agency Routes to Talent	<ul style="list-style-type: none"> - Workforce Planning Advice - Identification of best routes to talent - Skills Testing and Training - On Boarding & Off Boarding - Payment to Worker 	All Light Touch Services plus; <ul style="list-style-type: none"> - Development of Specifications - Upload and Issue of Requirements - Sift and Shortlisting Services - Interview management - Worker Feedback 	All Light and Medium Touch Services plus; <ul style="list-style-type: none"> - Management of approvals - Management of Offer/Acceptance Process - On going Management of Workers Performance (proactive management of Worker performance including management of poor performance) - Workforce Planning Services - On Site / Embedded Resource
Agency Routes to Talent	<ul style="list-style-type: none"> - Introduction to Agency Providers - Issue of Requirements to Agency Providers* - Payment to Agency Providers <p>* Skills Testing/Training and On-boarding t& off boarding o be completed by the Agency Provider</p>	All Light Touch Services plus; <ul style="list-style-type: none"> - Development of Specifications - Upload and issue of requirements - Sift and Shortlisting Services - Interview management - Worker Feedback 	All Light and Medium Touch Services plus; <ul style="list-style-type: none"> - Management of Approvals - Management of Offer/Acceptance Process - On going Management of Workers Performance (proactive management of Worker performance including management of poor performance) - Workforce Planning Services - On Site / Embedded Resource

Note: Following successful implementation of the above, Teachers, SOW and International Workers will be rolled out.

