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# PURPOSE

## This procurement is to identify an outsourced delivery partner to conduct health assurance inspections of Crown Commercial Service (CCS) health workforce suppliers, ensuring supply is compliant to NHS Employers Check Standards throughout the period of the contract.

## The Potential Supplier’s inspection routine must include assessing both the adequacy and effectiveness of controls in place at suppliers to CCS health workforce framework agreements. Effectiveness testing must include the assessment of temporary worker files and robust feedback to both CCS supplier and CCS as the authority. Findings resulting from the inspection must be fed back to the supplier on the day and included in the final inspection report. Data demonstrating the effectiveness of the overall outsourced contract services must also be provided to CCS.

## The Potential Supplier will be expected to produce and propose a template test pack and report for each inspection detailing a CCS supplier’s compliance to NHS Employers Check Standards. KPI targets will also be implemented to govern the timescales for the production and supply of the report and associated data.

# BACKGROUND TO THE CONTRACTING aUTHORITY

## CCS brings together policy, advice and direct buying; providing commercial services to the public sector and saving money for the taxpayer.

## CCS works closely with both NHS trusts and NHS regulatory organisations to ensure that commercial agreements supplied by CCS satisfy regulatory requirements. CCS relies on a robust assurance process that ensures workers supplied through CCS agreements comply with NHS Employers Check Standards.

# Background to requirement/OVERVIEW of requirement

## CCS currently acts as the Authority on two Health Workforce Framework Agreements;

### Multidisciplinary Temporary Healthcare Personnel (RM3711) due to expire August 2019

### Non-Medical, Non Clinical, (RM971) due to expire June 2019

## It is a contractual requirement that suppliers to these Frameworks supply temporary workers that are compliant to the NHS Employers Check Standards and relevant Framework terms and conditions.

## This contract is intended to provide assurance services relating to temporary healthcare employees. Future framework agreements that provide the same framework services relating to health workforce will also be included within the remit of this contract.

## NHS Improvement (NHSI) supports NHS trusts to give patients consistently safe, high quality, compassionate care within local health systems that are financially sustainable. NHSI ‘approves’ health workforce framework agreements, to support a consistent, compliant supply of temporary workers into the NHS.

## All two CCS health workforce agreements are currently approved by NHSI.

## One critical criteria to gain and maintain NHSI approval is for the health workforce framework agreement authority to deliver health assurance inspections, gaining assurance that supply is compliant to NHS Employers Check Standards. CCS currently delivers health assurance inspections through an in-house assurance resource, however is now seeking to outsource this provision.

# definitions

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| CCS | Means Crown Commercial Service |
| NHSE | Means National Health Service Employers |
| Health Assurance Inspection | Means the process by which it is confirmed that workers supplied by CCS framework suppliers comply with NHS Employee Check requirements. |
| NHSE Check Standards | <http://www.nhsemployers.org/your-workforce/recruit/employment-checks>  |
| Assignment Checklist | Means the written confirmation (as provided in the relevant framework agreement) of the assignment details with the contracting authority(s) prior to the commencement of the assignment. |
| CAMT | Commercial Agreement Management Team (CAMT) |
| Potential Supplier | Means the party to whom this contract is awarded |
| Supplier  | Means the CCS framework services provider subject to inspection |
| HPAN | Healthcare Professional Alert Notices |

# scope of requirement

## Test the design adequacy of key processes and controls suppliers have in place to enable the overall provision of compliant workers to the NHS Employers Check Standards, this should also cover the checks undertaken for sub-contractors, and:

### Test the effectiveness of controls when operated

### This will include the preparation and arranging of the inspection with suppliers.

### It will include the completion of onsite inspections at framework suppliers’ premises

### It will include the preparation of inspection results in a report format

### It will include the preparation of both individual supplier inspection data alongside, overall framework inspection data at a frequency to be determined by CCS.

### From time to time CCS may request individual inspection advice. This may not be linked to a specific supplier inspection but may take the form of general inspection advice specific to the area of Assurance Inspections. This will not form part of the inspection process as listed in sections 5.1.1 - 5.1.5 however it will be in line with the overarching contract scope. It will however be remunerable at contract rates.

## The NHS Employers Check Standards are defined and communicated by NHS Employers and are subject to change as deemed appropriate by NHS Employers. The Potential Supplier must ensure health assurance inspections are conducted to current standards throughout the life of the contract. It will be the Potential Supplier’s responsibility to ensure they stay abreast of updates and alterations in NHS Employers standards; <http://www.nhsemployers.org/your-workforce/recruit/employment-checks>

## A range of techniques will be necessary, which will include but not limited to physical inspections on supplier premises and desktop assessments.

## A Health Assurance inspection may include but is not limited to the following;

### Interviews with key managers and staff to ensure that robust controls are in place.

### Questions asked of suppliers will adhere to current NHS Employers Check standards but will include:

#### Was the worker identified in line with NHS Employers identity check standard requirements?

#### Were checks undertaken to ensure the workers right to work in UK.

#### Was the worker subject to appropriate criminal record and barring checks in line with NHS Employers check standard requirements?

#### Was the worker assessed as part of a work health assessment as required by NHS Employers check standard requirements prior to placement.

#### Were the necessary sufficient check undertaken to verify the worker's employment history, including the gathering of adequate references in line with the NHS Employers check standard prior to placement.

#### Were all the relevant Professional Registration and Qualification checks undertaken and verified in line with the appropriate regulator requirements, at the required periods including checking HPAN alerts and Fitness to Practice circulars as appropriate. (This standard also makes reference to English Language competency.)

#### Were all relevant ongoing maintenance compliance checks undertaken to ensure the worker remained compliant for the lifetime of their placement

#### Assess the adequacy of controls in place to manage a positive declaration pre-placement and/or any change to the status of a registered/booked worker (including health, criminal or professional status).

#### Review the Supplier’s internal process of quality assurance for provision through the CCS Framework.

#### Assess the adequacy of controls in place to demonstrate to the Customer that candidates are compliant to NHSE Standards prior to a candidate commencing employment.

#### Assess the Suppliers’ controls over their supply chain, which provides assurance to the Supplier that sub-contracted supply is in adherence to NHSE Check Standards.

#### Review of relevant documentation such as standard operating procedures for checks, worker files, DBS certificates and supplier quality assurance process for completing checks.

#### Testing performed as appropriate – current test pack questions can be found at 5.4.2 – 5.4.2.12. It will be the Potential Supplier’s responsibility to ensure that their test pack is kept up to date alongside NHS Employers check standard requirements.

## In order for trend and comparative analysis to take place;

### A conclusion as to whether the supplier has ‘adequate’ controls in place per NHS Employers Check standard should be determined, using all of the test criteria.

### A conclusion (based on sample testing) as to whether the suppliers and sub-contractor controls are ‘effective’ when operated should be determined.

## Assurance Inspection results:

## ‘Findings’ will be those elements highlighted against the whole supplier inspection. This will include the supplier process for complying with NHS Employers Check standards and the sample files tested. Findings must be included in the inspection report.

## ‘Remedial Findings’ will be discoveries made against individual worker files. These must be communicated to the supplier immediately and to the CCS contract manager of the same day. This will allow the appropriate risk management steps to be taken.

## Emerging findings will be discussed with the supplier (appropriate management level) during the course of the inspection. At the end of the inspection an exit meeting will be held to bring the main findings of the inspection to the supplier’s attention and to discuss next steps.

## A report (example provided below) should be produced at the end of each health assurance inspection detailing all conclusions and the detailed findings resulting from sample testing of temporary worker files. The full inspection report should be supplied to CCS within 10 calendar days.

##

|  |  |
| --- | --- |
| Inspection Criteria | Inspection Finding (example) |
| Assess the adequacy of controls in place to ensure Identity checks arecompleted to the NHSE Check Standard pre-placement. | Control Design Adequacy:The Supplier demonstrated knowledge of…… Control Operational Effectiveness: From the selection of x worker files assessed, (x) workers had appropriate checksundertaken in line with the NHSE ID Check Standard prior to placement. |
|   | Recommendation(s)Based on above finding(s) Control Design Adequacy Control Operational Effectiveness: Reference to remedial finding / additional recommendation ;for example : Due to 100% failure across the selection, the Supplier to ensure all workers supplied under the CCS FA are compliant to Identity Checks NHSE  |

## \* This table is illustrative only and the potential supplier will be expected to produce the test pack and reporting template in line with test criteria outlined above.

## As a result of any findings identified the Potential Supplier may give an opinion to the CAMT as to an appropriate course of action to take.  However it remains the ultimate decision of the CAMT to ensure the satisfactory remediation of all findings identified, which may include but is not limited to the termination of the supplier from the framework agreement.

## Where the inspection is a return visit to framework supplier the Potential Supplier will also be required to validate previous supplier action plans.

## Occasionally urgent short notice inspections will be required. This will be in relation to the Capped cost element of the inspection. Whilst CCS will endeavour to ensure that this is kept to a minimum this will fall within the standard inspection cost. The Authority will allocate 10 days on to the initial contract period. Any additional work requested outside of the capped inspection costs will then be reconciled throughout the contract period and deducted from those 10 days.

## **Exclusions from scope**

## This section describes the common understanding of the range of work not included in the delivery of Health Assurance inspections by an outsource Potential Supplier:

### Any other non-health assurance inspection work

### Tracking of individual remedial actions post inspection

### Business as usual Framework Management activity

### Invoicing/Financial assurance as this will be provided by the financial assurance process

### Assurance as to the supplier’s provision under any other terms of the relevant framework agreement - solely focused on providing assurance as to the compliance of Health workers supplied.

### It is not the role of the Potential Supplier to prevent or detect fraud or irregularity but to independently assess the supplier’s arrangements in place to ensure compliance to the NHS Employers Check Standards. The primary responsibility for the prevention and detection of fraud remains with the contracting authority. If, however fraud is suspected, notification to appropriate parties must be made.

### Any direct responsibility for the management of the suppliers on the health framework agreements.

### Any responsibility for the development, implementation or completion of remedial actions post inspection. However, it may provide independent and objective advice on appropriate action the CAMT may put in place.

# The requirement

## If successful the Potential Supplier is required to provide;

### Assurance inspections of CCS health workforce suppliers, against NHS Employer standards.

### Inspection reports detailing findings will be produced by the Potential Supplier and provided to CCS. This will be accompanied by inspection data information. Findings will be defined as those that identify where the framework supplier falls short of supplying employees compliantly against NHS Employers Check standards.

## The Potential Supplier will be expected to undertake a minimum of 40 inspections in the contract period.

# key milestones

## On award the Potential Supplier will be expected to produce the required inspection templates within 14 calendar days of award of this contract.

## On award the Potential Supplier will be expected to produce a detailed plan for inspection that will be delivered throughout the contract period. This plan should be provided within 14 calendar days of award of this contract.

## It is expected that inspections will commence within the first month of this contract being awarded.

## Contract management activity will be undertaken by CCS throughout the term of the contract - at a frequency to be determined by CCS.

## The Potential Supplier will be expected to execute a minimum of 40 inspections during the initial term of this contract. CCS will provide the Potential Supplier with a list of suppliers that should be inspected throughout the contract period.

## The Potential Supplier will be expected to produce an individual supplier inspection report following each inspection.

## The Potential Supplier will be expected to produce monthly inspection data, by supplier and by overall contract.

## The Potential Supplier will be expected to produce a quarterly summary to CCS, summarising all inspection activity undertaken in that period.

## The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | Appoint a suitable Account Manager to act as the supplier representative to manage this contract  | Within week 1 of Contract Award  |
| 2 | Have produced a plan demonstrating the schedule of inspection  | Within week 2 of Contract Award |
| 3 | Have commenced the initial inspection inspections | Within week 3 of Contract Award |
| 4 | Produced inspection reports for inspections completed, alongside the initial inspection data.  | Within week 4 – 7 weeks of Contract Award |

#

# authority’s responsibilities

## CCS will make available to the Potential Supplier a list of health workforce supplier’s to ‘inspect’ each financial year against defined criteria to be defined by CCS.

## CCS will undertake regular contract management activity which will examine both the performance of the Potential Supplier and of the contract.

## CCS will acknowledge receipt of inspection reports.

# reporting

## In order for CCS to effectively understand supplier performance it is critical that reporting is both accurate and timely following a health assurance inspection.

## CCS requires a report to be submitted detailing the findings of each individual health assurance inspection. The report must provide full details of (but not limited to) all NHS Employer criteria examined.

## CCS requires a monthly performance review meeting to be held monthly at CCS offices - or at an alternative frequency to be determined by CCS.

## CCS will require supplier and contract performance data to be submitted by the final working day of each contract month. This will take the form of a dashboard, detailing inspection outcomes, overall results and trends.

## CCS will require a quarterly contribution to the CCS assurance report. This will include details of inspections undertaken and results including immediate remedial actions.

# volumes

## CCS anticipates the provider will need to complete a minimum of 40 health assurance inspections within the contract period.

## The table below provides an indication of how suppliers may be selected for inspection by CCS. This is however, guidance only and CCS reserves the right to select suppliers using alternative criteria.

|  |
| --- |
| Strategic supplier is a supplier who has spend over £20 million - a minimum 20 files will be reviewed |
| A supplier with spend of £10 - £20 million -a minimum of 10 files will be reviewed |
| A Neutral Vendor will have 10 files reviewed |
| Revisits - a minimum of 10 files will be reviewed or 100% if there are less than 10 workers & 20 files for Strategic Suppliers |

# continuous improvement

## The Potential Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the contract duration.

## The Potential Supplier should present new ways of working to the Authority during monthly contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

# Sustainability

## There are no sustainability aspects to this contract.

# quality

## Health Assurance inspections delivered by the Potential Supplier must be designed to effectively measure supplier performance to the NHS Employers Check Standards and any other relevant framework requirements defined by CCS. This will include ensuring the controls a supplier has in place with respect to their supply chain is compliant. This is provided for in the framework.

## The Potential Supplier shall ensure reporting to CCS is done within the prescribed time frames.

## The Potential Supplier shall ensure any data and information received in relation to, but not limited to CCS health workforce suppliers remains confidential and is used and stored in accordance to up to date regulatory standards as prescribed by the framework requirements.

# PRICE

## Pricing will be constituted of both a capped price and daily rates.

## In accordance with Appendix E, pricing will remain fixed for the life of the contract and any subsequent extensions to it.

## The Potential Supplier is expected to provide a capped price for the health inspection. This will include preparation for the inspection, attendance and completion of the inspection, and the production of the remedial findings and inspection report for both CCS and suppliers. For clarity, the capped price will also include notification of remedial actions.

## The Authority will pay reasonable out of pocket travel (using the most economical mode of transport) and subsistence expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the CCS expenses policy. It is expected that the Potential Supplier will only claim travel costs from their office nearest the framework supplier they are visiting for each inspection.

## CCS is looking for competitive priced submissions in the expected range of £35k to £45k (excluding VAT) for the first 6 months of the contract.

## Competitive daily rates will also be requested. This will be applicable for work undertaken by the Potential Supplier outside of the inspection process.

## Prices are to be submitted via the e-Sourcing Suite using Appendix E and should exclude VAT.

# STAFF AND CUSTOMER SERVICE

## The Authority requires the Potential Supplier to provide a sufficient level of resource throughout the duration of the contract in order to consistently deliver a quality service to all parties.

## Potential Supplier’s staff assigned to the contract shall have the relevant qualifications and experience to deliver the contract.

## The Potential Supplier will ensure that their assigned staff conduct themselves professionally and in line with the CCS core values of trust, collaborate, respect and listen.

## The Potential Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

# service levels and performance

## The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Inspection Supply | The Potential Supplier will be expected to execute a minimum of 40 inspections across the initial term of this contract. CCS will provide the Potential Supplier with a list of suppliers that should be inspected throughout the contract period. For sample sizes please see ‘volumes’ section above. | 100% |
| 2 | Inspection Report | The Potential Supplier will be expected to produce an individual supplier inspection report following each inspection. This will be required within 10 days of the completion of the inspection. The inspection report will be subject to quality assurance by contract manager. | 100% |
| 3 | Inspection Data | The Potential Supplier will be expected to produce monthly inspection data, by supplier and by overall contract. This should be supplied by close of business on the last working day of each month. | 100% |
| 4 | Inspection Supply | The Potential Supplier will be expected to produce a quarterly summary to CCS, summarising all inspection activity undertaken in that period | 100% |
| 5 | Inspection Supply | The Potential Supplier will notify both designated contract manager and CCS framework team on the same day as immediate remedial actions are identified | 100% |

## Supplier fails to achieve a KPI Target on two or more occasions within any three (3) month rolling period, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

## The Authority shall be entitled to require the Potential Supplier, and the Potential Supplier agrees to prepare and provide to the Authority, an Improvement Plan within ten (10) Working Days of a written request by the Authority for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Potential Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.

## The Authority shall be entitled to require the Potential Supplier, and the Potential Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Potential Supplier requesting such meetings.

## The Authority shall be entitled to serve an Improvement Notice on the Potential Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.

## In the event that the Authority has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Potential Supplier either:

### Fails to implement such requirements for improvement as set out in the Improvement Notice; and/or

### Fails to implement an Improvement Plan Approved by the Authority;

## Then (without prejudice to any other rights and remedies of termination provided for in this Agreement), the Authority shall be entitled to terminate this Agreement for material Default.

## On termination of this contract the Potential Supplier will facilitate the transfer of documents and data relating to this contract within 14 calendar days.

# Security requirements

## New data protection legislation came into force in May 2018, which aims to protect the privacy of all EU citizens and prevent data breaches. It will apply to any public or private organisation processing personal data.

## Established key principles of data privacy remain relevant in the new data protection legislation but there are also a number of changes that will affect commercial arrangements.

## The Data Protection Legislation comprises:

### the General Data Protection Regulation (GDPR) which came into force on 25 May 2018;

### the Data Protection Act (DPA) 2018 which came into force on 25 May 2018.

## The New Data Protection Regulation is considered applicable to this provision of Services, and Contract.

## Additional information on the New Data Protection Legislation, and how this will be applied to the provision of services can be found at <https://www.gov.uk/government/publications/procurement-policy-note-0317>.

## Provisions outlined in this paragraph 17 are considered to supersede those provisions outlined at paragraph 13 of Appendix C - Short Form Terms and Conditions, for The Provision of Assurance Inspections for Health Workforce Suppliers.

# intellectual property rights (ipr)

## As per the Terms & Conditions. CCS will retain the information collected for inspection purposes and for ongoing supplier management.

# payment

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

# additional information

## This contract will be let on an initial period of six months from 9th July 2018 to 31st January 2019. An option to extend this contract by an additional six months is included.

## Where a contract extension is executed it will be on the same terms as the initial contract period. Any proposed changes to the contract requirements or details must be agreed by both CCS and the Potential Supplier.

## Any contract extension will be remunerable at contract prices.

# Location

## The inspections will be carried out at the offices of the relevant framework suppliers, details of which will be provided to the Potential Supplier by CCS.

## The Authority will pay reasonable out of pocket travel (using the most economical mode of transport) and subsistence expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the CCS expenses policy. It is expected that the Potential Supplier will only claim travel costs from their office nearest the framework supplier they are visiting for each Inspection.

## The base location will be Floor 6, Civil Aviation Authority House, 45-59 Kingsway, London WC2B 6TE. It should be noted that suppliers to the CCS health workforce framework agreements are geographically based across the UK.