

WNA Healthcare & HMR Medical & Nursing MEMBERS HANDBOOK

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1. Welcome

Welcome to WNA Healthcare (WNA) and HMR Medical & Nursing Service (HMR) Members Handbook! We are very glad you have chosen to work alongside us. We are acutely aware that you have a choice of where you can work. We aim to make your experience of working alongside us as positive as we can.

We have designed this handbook to give you an idea of what to expect from your time with us, and to give you the information you need to carry out your role with confidence. It sets out the standards, with which you are expected to comply with, and gives you clear policies and procedures to follow. You should read it thoroughly and familiarise yourself with the information provided.

Whilst this handbook outlines WNA & HMR's own policies and standards, these do not supersede the national guidelines of the NMC, Framework requirements we may be on and any other professional membership bodies.

Parts of the Members Handbook will be updated from time to time to reflect any changes. Whenever this happens we will send you an email notification/send out a new handbook. It is your responsibility to review the changes and seek advice if you do not understand any of the contents of this handbook.

As a member of WNA & HMR we sincerely hope you enjoy your time with us whether for a short time or for the rest of your career!

From this point forward WNA Healthcare shall be shortened to WNA.

From this point forward HMR Medical & Nursing Service shall be shortened to HMR.

2. Introduction

WNA Healthcare (WNA) and HMR Medical & Nursing Service (HMR) are two of the south's top agencies that provide temporary assignments to professionals across the healthcare sector e.g. nurses, healthcare assistants and support workers. We operate throughout England, Scotland, and Wales; across a wide variety of establishments including hospitals, care homes, community, and prisons. We have been established for over two decades and have offices across the country, with the headquarters in Poole, Dorset and further offices in Edinburgh, Scotland and Cardiff, Wales.

The application process can be considered long if you have not done agency work before, but reflects the fact that we work within the UK healthcare industry, a well legislated and governed industry. It is due to current legislation that it can take so long to clear you for work. We have to adhere to these guidelines at all times and can guarantee you that your registration is important to us.

Once you have completed our application process you will have the opportunity to pick and choose the best assignments from our prestigious establishments we have been working alongside with for years.

3. What WNA & HMR Can Do For You

3.1 Provide the Work You Want, When and Where You Want It

Most nurses and healthcare assistants, who join either agency, say that they do so because they want more flexibility in their work. We have found a variety of reasons for this desire of flexibility, for example:

- To continue their careers around family commitments
- To plan their work around other personal responsibilities
- To broaden their experience
- To help them to manage their finances
- To pick up more hours on top of their full time positions when they choose so

We aim to:

- Offer the most personalised service we can give, endeavouring to match up our resources with what our Temporary workers really want from an agency
- Get to know our Temporary workers and understand how they like to work. We can offer very flexible shift patterns as well as contract work.
- Support our Temporary workers in their work
- Give people the opportunity to work in different environments - hospitals (NHS and private), industry, nursing and residential homes, prisons, community and more!

We do our utmost to provide a personal and rewarding service for our Temporary workers.

To ensure we can provide an equally rewarding and first-class service to our Clients, Temporary Workers need to be flexible and accept alternative work within the Contracting Authority as requested, provided it is within the scope of their clinical competence.

If a Temporary Workers fails to accept alternative work within the Contracting Authority and it is within their clinical competence, this could lead to work being no longer offered in the future.

3.2 Agency Workers Regulations

The Agency Workers Regulations 2010 came into effect in England, Scotland and Wales on 1st October 2011 and in Northern Ireland on 1st December 2011. These regulations stem from the EU Temporary Workers Directive 2008. This basically gives temporary workers the right to the same pay and working conditions as permanent workers.

WNA meets all the responsibilities as described in the new Agency Worker Regulations. These are as follows:

- provide a contact point in the office for the Client to raise queries.
- identify pay rates, in most cases, the Agenda for Change pay rates.
- support the Client in managing assignment end dates with guidance.
- give a simple induction and guidance to ensure key things.
- clarification on where the liability lies on aspects of the regulations.
- give clear explanations to Clients on how Compliance is ensured.

Members are made aware of the Agency Worker Regulations and the implications, together with policies and procedures of the agency. Below details the responsibilities of WNA, as a nursing agency to agency worker:

- checking the employment history of agency workers before and during employment.
- ensuring holiday entitlement and costs are included in the pay rate calculations
- share all details of the shift to the agency worker.
- ensuring compliance with the EU Working Time Directive.
- undertake appraisals for agency works.
- carry out risk assessments and find suitable alternatives, where necessary.
- finding suitable employment for pregnant agency workers.
- maintain regular contact with the agency worker throughout assignments.
- provide a facility for clients to query and resolve issues.

Regulations – Two types of rights to temporary workers

- Day 1 Rights
 - enforceable against WNA, as the hirer of the temporary worker, from day 1 of the assignment.
 - From day 1, temporary workers are entitled to the same access to collective facilities e.g. company, canteen, car parking facilities, subsidised transport and right to be informed of suitable internal vacancies.
- Week 12 Rights
 - Enforceable against WNA and liability switches if the information provided by the worker is incorrect. Main liability for non-compliance lies with the agency.

During the first 12 weeks of employment, an agency worker is kept fully informed of any relevant changes especially those involving changes of pay rates and working conditions.

Workers are fully monitored and informed of the comparators that are applicable.

3.3 Help You to Maintain Your Compliance

The process of reaching and maintaining compliance with government legislation and client requirements are managed for you by the WNA & HMR's Human Resources and Compliance Department. WNA & HMR works initially to ensure that all new applications are processed efficiently and accurately to maintain each Temporary workers' records at full compliance and then ensuring that you never find that you are unable to work in a particular area because an item in your file is missing or has expired.

Once your personal folder, including references, DBS Disclosure, mandatory training and OCCi health has been established, you will be offered work. We will alert you whenever any of your documentation requires updating, and you should immediately take steps to ensure that these items are updated. In most instances many of our contracts do not offer any grace period so once a document has expired, you will be required to immediately stop working. In the case of annual training, a refresher course should be booked in good time to ensure no gaps in your work offerings.

Your full compliance status is available by contacting us during office hours, or by logging into the Members Area of the website Also you will shortly be able to log onto your individual section of our website and see your full compliance status.

3.4 Operate Effective Processes for Booking Your Work

WNA & HMR have developed a sophisticated computer booking system, which enables your bookings team to identify assignments, which are suitable for you. The most important thing is for you to communicate with your bookings team and most importantly, always keep your availability updated on your individual profile at www.wna.healthcare for WNA or www.hmr.co.uk for HMR or the available App, alternatively you can call up regularly or give it when organising shifts.

It is inevitable that the work will go to those Temporary workers who have updated their availability, as the first list our booking system provides is a list of available Temporary workers, and they are the first Temporary workers to be offered work. We also ask you that you keep your contact details including your mobile number and e-mail address up to date so that we can always contact you at short notice and send you details of available assignments. These details can also be quickly and easily amended on your individual section of our website.

Lastly, when you first join WNA & HMR, we advise you to be open to new challenges, assignments and establishments. We would hate for you to miss out on great opportunities due to not being open minded. That way, we can then work together to find what you are really looking for and where you really enjoy working. Who knows, you might even surprise yourself!

3.5 Assignment Briefings

We will give as much notice as possible when offering and confirming your assignments. We will also provide you with a full briefing, which will include:

- The dates and times of the shift(s), booking reference number noted if applicable.
- The duration of the assignment and confirmation of pay rates.
- Details of location, client/service user or establishment, address and contact details.
- Details of the tasks you will be expected to undertake.
- Post-registration qualification verification checks to ensure clinical competence
- Any other information, e.g. details of Care Plan; Health & Safety information.

3.6 Payment Process - Accurately and On Time

Once you have submitted a fully completed and authorised timesheet to us, payment is made by Bankers Automated Clearing Services (BACS) directly into your bank:

- If you work for WNA, we must receive your timesheet by Monday 3pm, payment will be made on the same Friday week.
- If you work for HMR, we must receive your timesheet by Monday 9am, payment will be made on the same Friday.
- All payslips are sent out on a weekly basis by email
- Timesheets submitted later than 8 weeks following the shift will not be paid.

Please refer to the Financial Section (section 9) for details regarding all aspects relating to timesheets, rates of pay, travel allowance, tax and National Insurance. The Financial Section is full of useful information to help you manage your affairs.

3.7 Charges for late cancellation of assignments

WNA & HMR have a duty of contract to clients, to ensure that a first class and reliable service is delivered at all times. There are financial penalties imposed on WNA & HMR, which will be passed down to the relevant member(s) cancelling the shift at such short notice. You must provide at least 4 hours' notice if you are unable to work and ideally over 8 hours to avoid a possible financial penalty.

(Penalties can be waived at the discretion of the Bookings Manager/Director of Nursing on a discretionary case-by-case basis). Please note, establishments do place bans on members that constantly cancel.

Please see the list below for the financial penalty charges that will apply if you cancel your shift with late notice:

Within 2 hours of your shift start time	- 100% £ of the value of the shift
Between 2 and 4 hours of your shift start time	- 50% £ of the value of the shift
Between 4 and 6 hours of your shift start time	- 25% £ of the value of the shift
Between 6 and 8 hours of your shift start time	- 10% £ of the value of your shift

If you repeatedly cancel shifts at short notice or fail to arrive for the shift, then this could result in a ban from the Contracting Authority and/or the WNA or HMR no longer offering you work. It is imperative that we maintain our high service levels and commitment to meeting the needs of every Client.

4. Before You Start Work

4.1 General Obligations

- 1) As a Temporary worker to be deployed in the provision of the Services you need to be aware that at all times whilst on the Client's premises you:
 - a) Are under the direction and control of the Client at all times.
 - b) must work as directed by the Client and follow all reasonable requests, instructions, policies, procedures and rules of the Client (including any racial discrimination and equal opportunities policies);
 - c) shall not neglect, nor without due and sufficient cause omit, to discharge promptly and diligently a required task within the terms of the engagement;
 - d) shall not make unnecessary use of authority in connection with the discharge of the provision of the Services and engagement instructions;
 - e) shall abide by the Working Time Regulations 1998 and where applicable, New Deal requirements;
 - f) shall not act in a manner reasonably likely to bring discredit upon the Client;
 - g) shall not unlawfully discriminate for any reason;
 - h) shall not falsify records, timesheets, expenses or attempt to de-fraud the Client in any way;
 - i) shall not corruptly solicit or receive any bribe or other consideration from any person, or fail to account for monies or property received in connection with duties performed under the provision of the Services on an engagement;
 - j) shall observe the highest standards of hygiene, customer care, courtesy and consideration when working in an health service environment;
 - k) shall keep confidential information howsoever acquired whether relating to the Client, its business or relating to patients, including but not limited to patient identity, clinical conditions and treatment;
 - l) shall be competent in understanding and using both written and oral English;
 - m) shall be able to communicate effectively with the Client's staff, other healthcare workers, patients, carers and the general public;
 - n) be helpful, pleasant and courteous;

- o) have good telephone skills;
 - p) shall have legible handwriting;
 - q) shall be confident and able to deal with Client's staff at all levels;
 - r) shall be able to work with minimum supervision, where appropriate;
 - s) shall be prompt and punctual;
 - t) shall maintain proper standards of appearance and deportment whilst at work;
 - u) shall be properly and presentably dressed in such uniform and protective clothing, or otherwise, as agreed between the Parties;
 - v) Shall display your photo ID badge on your clothing at all times during an engagement when they are on the Client's premises.
 - w) shall not wear the uniform, protective clothing, photo ID badge or use the equipment on the Client's premises unless fulfilling the terms of the agreed engagement;
 - x) shall not engage in any form of physical or verbal abuse, threatening behaviour,
 - y) harassment/bullying or be otherwise uncivil to persons encountered in the course of work;
 - z) shall not at any time be, or appear to be, on duty under the influence of alcohol or drugs;
 - aa) shall not at any time be, or appear to be, in possession of firearms or other offensive weapons;
 - bb) shall report any injury or accident sustained and/or witnessed whilst on the Client's premises;
 - cc) shall on being charged or cautioned with any criminal offence, notify WNA & HMR immediately;
 - dd) shall not misuse or abuse the Client's property;
 - ee) Shall not use photographic equipment including camera/video facilities on mobile phones in the vicinity of patients, clients or service users. If you are asked to take a photograph or a video recording for a patient/client or service user this should be on their own equipment and with their written consent. In the case of children or vulnerable adults written consent should be obtained from the parent or guardian as appropriate. Under no circumstances should you use your own photographic equipment to photograph patients, clients or service users;
 - ff) shall not smoke while on the Client's premises except in those areas where smoking is expressly permitted; and shall adhere to all other relevant obligations that the Client shall reasonably require from time to time including, but not limited to, the obligations identified within this paragraph and paragraph 3) below.
- 2) You must obtain from the Client, upon arrival at the Client's premises, relevant information regarding the Client's fire procedures, on-site security, information security, crash call procedures, "hot spot mechanisms" and "violent episode" policies and before you are involved in the provision of the Services.
- 3) You have an obligation to adhere to the Client's policies and procedures including, but not limited, those relating to fire, on-site security, information security, manual handling, cross infection and notifiable diseases and health and safety. Where the Client fails to provide such policies or after the WNA & HMR has reasonably requested such information, it is acknowledged that WNA & HMR is unable to ensure that you are aware of such policies and procedures. You still have an obligation to adhere to the Client's policies and procedures.
- 4) You must inform WNA & HMR if you are under investigation by your professional body (including, but not limited to, investigations by the NMC) or if you are suspended from your professional register (including, but not limited to, the NMC's professional register). You are required to participate in the investigation of any clinical complaints either during the provision of the Services or subsequently. If you fail to participate, WNA & HMR will not

deploy you to any other Client until such time that the matter has been fully and satisfactorily resolved.

- 5) You are required to inform WNA & HMR if you have been (or are) subject to any kind of investigation or prosecution by the police after the Enhanced DBS check was undertaken by WNA & HMR.

4.2 Fitness to Practice

The Client may require you to declare before each occasion on which you are deployed in the provision of the Services that you are fit to practice at that time. Should you not be able to give this declaration truthfully, and then WNA & HMR will be required to provide an alternative Temporary worker. You should not declare yourself to be fit to practice if you are suffering from any of the following conditions: vomiting, diarrhoea or a rash.

You should inform the Client, and WNA & HMR, if you become injured or diagnosed with any medical condition.

It is compulsory that you also let us know if you are pregnant. If you are concerned that your assignment involves unnecessary risks to your health or fitness, or that of your unborn child, please do not hesitate to contact us.

The Client may request that you undergo a medical examination before any occasion on which you are involved in the provision of the Services. The Client shall instruct you of the circumstances and reasons for the medical examination. The Client shall be entitled to refuse to allow you to be involved in the provision of the Services unless the medical examination demonstrates that it is safe for you to work. The Client shall also be entitled to refuse to allow you to be involved in the provision of the Services if you decline to be examined.

4.3 Enhanced Criminal Record Disclosure (DBS)

The nature of the work undertaken by WNA & HMR Temporary workers is likely to have regular and ongoing contact with young people and/or vulnerable adults. For this reason, it is necessary for us to carry out Enhanced Disclosures (Criminal Records Checks), including checks of the Children's and Adult's Barred Lists, as part of the recruitment process.

Renewal of Enhanced Disclosure

Temporary workers are required to renew their Disclosures annually for HCAs and RGNs. You will receive an email and be phoned by one of the Human Resources and Compliance staff to remind you when yours is due for renewal. Please attend to this as soon as you can to avoid work being cancelled.

Rehabilitation of Offenders Act (1974)

By virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, the provisions of Sections 4.2 and 4.3 of the Act do not apply to "nurses and midwives and any employment which is concerned with the provision of health services and which is of such a kind as to enable the holder to have access to persons in receipt of such services in the course of his or her normal duties".

This means no conviction or caution can be considered spent and should be declared to WNA & HMR.

This requirement includes convictions, cautions etc, which occur during the Temporary workers registration with WNA & HMR, including between annual disclosure checks.

Criminal Convictions / Cautions

WNA & HMR is an Equal Opportunities organisation and as such, undertakes to treat all Temporary workers fairly and not to discriminate on the basis of conviction or other information revealed. Having a criminal record will not necessarily debar any individual from working with WNA & HMR. Denial or nondisclosure of any conviction or caution, which is subsequently shown to exist, will lead to the immediate removal of the Temporary worker from WNA & HMR Register.

Any Temporary worker with convictions/cautions will be emailed and asked to prepare a Statement of Events surrounding each conviction/caution and, once prepared, this statement should be returned to us and marked as "Confidential".

WNA & HMR's HR and Compliance Department meet with the Manager as required to review Positive Disclosures. Due consideration is given to the nature of the role, together with the circumstances and background of any offence and over-riding consideration is given to the care, safety, and protection of clients. WNA & HMR is bound by the Disclosure body's Code of Practice and we guarantee that the information will be treated confidentially.

Please be aware that our clients do request to see a copy of your "Applicant's copy of your DBS from time to time. To assist us in this process we do request that you keep us updated with your DBS copy. You have a responsibility to report any cases of suspected child or abuse of vulnerable adults. We have a detailed policy outlining this procedure.

4.4 Identification

You may be required to produce proof of identification. in the form of your passport or UK photo card driving license, before starting any assignments. You may be requested produce proof of identification in the form of your passport or UK photo card driving licence. In addition you may be requested to produce a copy of your NMC Annual Registration and Enhanced DBS disclosure form.

You are also required to ensure that your WNA & HMR ID badge is worn, and visible at all times during your shift. This badge will be issued to you once you have cleared our recruitment process. The ID Badge is renewed on an annual basis

Failure to comply with any of these requirements could result in you being refused permission to work by the Client. Badges must be returned to us on termination of your employment with WNA & HMR.

4.5 Personal Appearance

To best meet the needs of our clients, please ensure that you follow the guidelines below.

Uniform

You are required to report for work neatly and appropriately dressed. Where applicable, always start work in a clean and neat uniform.

If you are not in uniform, you must always abide by the dress code advised by the booking consultant or in any dress code regulation advised to you from time to time. You must never dress in a way that may reflect negatively on WNA & HMR. You should not wear jewellery in such a way that it is visible while at work. You should not wear any items of clothing (such as loose jackets or high

heeled shoes) that may be a potential safety hazard or that may prevent you from doing your job properly at all times.

WNA & HMR will endeavour to assist you to obtain the appropriate uniforms as required. Uniforms can be obtained from WNA or HMR's head offices in Poole, Dorset. Prices are determined by the supplier and WNA & HMR receives no financial benefit payment should be made to WNA & HMR. Uniforms are not refundable once purchased.

Hairstyles

Please make sure that your hair is clean and tidy. Long hair must be secured neatly so as not to pose an infection or safety hazard.

Jewellery

You are advised to keep jewellery to a minimum, as overuse of jewellery can cause offence to clients and constitute a health hazard. The wearing of rings and watches increases the number of bacteria on hands and effective hand washing is difficult to achieve if watches and rings are not removed. We advise that wedding rings and small plain earrings should only be worn. Fob watches should be worn in preference to wrist watches.

4.6 Timekeeping

Please make every effort to ensure you arrive at and leave all bookings at the agreed time, confirmed in your booking letter. If, for any reason, you are unable to attend a booking you should contact us, and if possible your line manager **no later than four hours before a shift. This applies for both agencies, WNA & HMR.** Please refer to point 3.6, Page 7.

4.7 Engagement / Employment by a Client

Our terms of business with our Clients include a requirement that the clients pay us an appropriate recruitment fee in certain circumstances, if they employ directly any WNA & HMR Temporary worker, who has worked for them previously through a WNA & HMR company. This applies equally to temporary or permanent posts, full or part-time.

You are required by your Terms of Engagement for Temporary workers to notify your bookings team if you wish to take up any post with a client of WNA & HMR for whom you have worked previously, even if you have terminated your registration with WNA & HMR.

4.8 Commencement of Assignment

At the start of each assignment in an establishment, ward or department with which you are unfamiliar you must request and receive a comprehensive orientation including the following:

- Fire policies relating to the establishment.
- Security issues relating to the establishment.
- Moving & Handling policies relating to the establishment.
- Any "Hot Spots" and "Violent Episodes" to be aware of and the establishment's policies for this.
- The Crash Call procedure.
- Any Health and Safety issues relating to your placement in the establishment.
- Additional relevant policies, e.g. relating to Information Security/Confidentiality.

5. Important General Information

5.1 Safeguarding Children and Young People

The welfare of the child and young person is paramount. There is a moral obligation on anyone who comes into contact with children to provide them with the highest possible standard of care.

WNA & HMR is committed to practices which protects children from harm. All WNA & HMR staff must recognise and accept their responsibilities to develop awareness of the issues which cause children harm and how to deal with instances or allegations of abuse/harm as and when these may arise. Our policy on Safeguarding Children and Young People refers All Temporary workers are required to have a valid annual training certificate for Safeguarding Children and Young People.

5.2 Code of Conduct

Purpose of the code of conduct:-

- To inform all Temporary workers of our clients expectations about their general conduct and approach to tasks
- To emphasise the importance of a professional approach to all clients and service users.
- To highlight situations that Temporary workers may have to deal with.

What you must do:

Discrimination

Temporary workers should not discriminate between people on the grounds of Creed, colour, race, political preference, sexual preference, ethnic background, Disability of whatever nature, age, marital status or gender.

Reputation

Temporary workers are ambassadors of WNA & HMR and must not say or do anything that may harm our reputation.

Own Duties

Temporary workers must never attempt to perform any duties of care or otherwise that may fall outside their expertise/and or qualifications. Specifically, care staff must not attempt to perform the duties of nursing staff.

Confidentiality

Temporary workers will at times become privy to information concerning a client or service user, this information must be treated with respect and remain confidential at all times. At no time may any temporary worker discuss the confidential affairs of Ambition, a client or a service user without specific written permission to do so. The only exceptions to this requirement are cases where the law dictates otherwise or if silence may negatively affect a service user's wellbeing.

Dignity

Temporary workers must not do or say anything that may put the dignity or health of their service users at risk.

Professionalism

Temporary workers must at all times remain professional whilst on assignment, even if regular contact with service users or other workers may engender Personal relationships. Temporary workers must take specific care to keep the professional nature of the relationships intact in the working environment.

Keep Updated

Temporary workers must at all times keep up to date with policies and procedures and changes to legislation that may affect them.

Respect

Temporary workers must always respect the working practices and demands of service users unless unreasonable or if a working practice may breach health & safety.

Keep To Plan

Temporary workers must always, whenever applicable, keep to the requirements of a care service plan and/or any other agreed role requirement.

Best Interests

Temporary workers must always act with the best interests of the service user in mind.

Notifications

Temporary workers should always in the first instance notify the manager of the Institution where they are working, of any concerns, followed by a telephone call to WNA & HMR.

Own Decisions

Temporary workers must always allow the service user to make the decisions about what is best for them. This includes decisions about treatment and personal affairs.

Complaints

WNA & HMR has a detailed policy on how to report complaints, in the event of a complaint that may affect your duties and obligations please refer to our policy and notify us immediately.

5.3 Confidentiality

All Temporary workers, whilst undertaking assignments, will at some point encounter information, which is of a confidential nature. Client details are a matter of a very high level of confidentiality and must not be disclosed to any third party. As an example, even chatting to a client during your visit about whom you are going to see next is a serious breach of confidentiality.

Each Client has an absolute right to confidentiality and privacy regarding the services they are receiving in accordance with the Data Protection Act 1998 and Human Rights Act 1999 and your agreement with the WNA & HMR. Any concerns you may have regarding confidentiality should be discuss with a WNA & HMR manager.

5.4 Data Protection / Access to Records

WNA & HMR is a "data controller" for the purposes of the Data Protection Act 2018 and covers General Data Protection Regulation (GDPR) (EU) 2016/679, a regulation in EU Law on Data Protection and privacy in the European Union (EU) and European Economic Area (EEA). This is because the WNA & HMR holds and uses both "personal data" and "sensitive personal data" about



its employees, Clients, Temporary workers, and other individuals. WNA & HMR processes data, including your records and Client/patient records.

The information contained in your Temporary worker records is taken from your application form, as well as Criminal Record Bureau Disclosure, references and Terms and Conditions for Temporary workers.

There may be occasions when your records are disclosed to Regulators and Inspectors (e.g. CQC and CCS) and Clients, WNA & HMR will use your personal details and information we obtain from other sources for assessing your suitability for employment with us and if your application is successful we will use your information for personal administration and management purposes including carrying out appropriate security (or financial) checks and marketing. We may need to share your information for these purposes with our associated companies, our agencies and our clients.

You consent to our processing sensitive personal data about you, for example your health information or racial or ethnic origin information, for the purposes of your placement with us and to the transfer of your information abroad where necessary.

Data Protection Compliance Officer

In order to ensure that WNA & HMR complies with its obligations under the Act, it has appointed a Data Protection Compliance Officer. You should refer to the Compliance Officer if you are in any doubt about any of WNA & HMR's obligations under the Act.

Rights of Access (Subject Information)

The Act gives you the right, on application in writing (and payment of a fee as appropriate), to ask for a copy of the information we hold on you and to correct any inaccuracies. For quality control, training and security purposes, we may monitor or record your communications.

WNA & HMR is not obliged to provide information to you in all circumstances. A number of exemptions apply and WNA & HMR may in certain circumstances be unable to disclose information, where that information also relates to another individual who could be identifiable from the information disclosed.

However, in these circumstances WNA & HMR will provide you with reasons why we believe such a decision to be necessary. All requests for disclosure received from you or those who claim to be data subjects will be submitted to Operations Directors for action and they will normally respond within two weeks. Upon receipt of such data, you should check its accuracy and inform the Operations Director of any amendments required. It is in the interests of everyone that all information is accurate and up-to-date. Your co-operation and assistance are greatly appreciated.

Marketing

As we will be contacting you on a regular basis, i.e. for compliance reasons and to offer you work, we would prefer not to take up your time with 'junk' mail and texts, so unless we have something very special to offer you we will keep all communications with you on a strictly business basis only.

5.5 Patient Record Keeping

Record keeping is a professional requirement of all Temporary workers. Failure to maintain a record would cause considerable difficulties in respect of any legal proceedings, e.g. allegations of

negligence. Information is essential to the delivery of high quality evidence-based health care on a day-to-day basis. Records are a valuable resource because of the information they contain. This information can facilitate clinical decision making, improved patient care through clear communication of the treatment rationale and progress, and facilitate a consistent approach to team working. However, a record is only of use if it is correctly recorded in the first place, regularly up-dated, and easily accessible when it is needed.

Everyone working in healthcare that records, handles, stores, or otherwise comes across information, has a personal common law duty of confidence to comply with this. All patient attendance, non-attendance, and refusal of treatment and advice must be noted. It is advisable to note when telephone contacts are made. It is imperative that the Temporary worker dealing with a particular patient on a specific day can be identified; this means the patient's attendance is dated and signed either in the Temporary workers records or on a register, or both. All patient records should be kept confidential in line with the Data Protection Act 2018.

5.6 Computer Use

The Client may at its discretion authorise you to gain access to certain computer systems and certain programs and data within those systems. You shall not attempt to gain access to data or programs to which authorisation has not been given.

Temporary workers deployed in the provision of the Services, must at all times when using such computer systems:

- 1) observe the Client's computer security instructions in respect of the proper use and protection of any password used in connection with such computer systems or any computer any CD ROM disk, removable hard drive or any other device for the storage and transfer of data or programs;
- 2) not load any program into any computer via disk, typing, electronic data transfer or any other means;
- 3) not access any other computer or bulletin board or information service (including, without limitation, the Internet) except with specific prior consent of the Client or as the case be from the Client's representative; and
- 4) not download any files or connect any piece of computer equipment to any network or other item of computer equipment except with the prior consent of the Client or the Client's representative.

The Client shall provide copies of its written computer security policy to WNA & HMR and if supplied, will be available to you on reasonable request.

5.7 Security

Whilst on the Client's premises, you must comply with all security measures of the Client. The Client shall provide copies of its written security procedures to WNA & HMR and these are accessible to you on reasonable request.

The Client shall have the right to carry out any physical searches, or your possessions or of vehicles used by you at the Client's premises. The Client or any person, firm or organisation who is responsible to the Client for security matters shall, when carrying out such searches, comply with the Human Rights Act 1998.

5.8 Fraud Awareness

In 2006 the Fraud Act came into effect, which recognises Fraud as a criminal offence.

A person is guilty of fraud if they are in breach of the following:

- 1) Fraud by false representation
- 2) Fraud by failing to disclose information
- 3) Fraud by abuse of position

Types of Fraud within the NHS:

1. **Payroll Fraud** - payments made to fictitious employees or fraudulent manipulation of payment; false or inflated travel, expense claims, overtime or unsocial hours claims, timesheet fraud claiming for hours that have not been worked or putting in duplicate timesheets.
2. **Requisition and Ordering Fraud** - accepting inducements from suppliers; ordering goods and services for personal use and collusion with suppliers to falsify deliveries or order supplies not needed.
3. **Overseas Patients Fraud** - People not resident in the UK who come to the NHS for treatment must pay for their treatment before they leave the UK.

What to DO?

If you suspect fraud, the following are some simple guidelines to help you in what you should do.

- **DO** make an immediate note of your concerns
- **DO** report your suspicions confidentially to someone with the appropriate authority and experience
- **DO** deal with the matter promptly if you feel your concerns are warranted
- **DON'T** do nothing
- **DON'T** be afraid to raise your concerns
- **DON'T** approach or accuse individuals directly
- **DON'T** try to investigate the matter yourself
- **DON'T** convey your suspicions to anyone other than those with the proper authority

For more information please see our policy – Anti-Fraud, Anti-Theft & Anti-Corruption Policy.

5.9 Equal Opportunities

WNA & HMR recognises that discriminatory attitudes held by both institutions and individuals are widespread in our society, and that such attitudes hinder both equal opportunities for work and the effective provision of services to minority groups and communities.

In all aspects of work, WNA & HMR operates a policy of equal opportunity and equal access to service. Information may be requested from staff, Temporary workers, applicants or Clients, enabling WNA & HMR to monitor the success of this policy. The giving of such information will be voluntary and it will be used solely for monitoring purposes. Individual details will be kept confidential; however group statistics may be released to relevant authorities.

WNA & HMR Temporary workers

Equality of opportunity extends to all aspects of WNA & HMR's registration, including recruitment and selection, assignment of work, pay rates, assessment of performance, and action in response to

complaints by Clients. Equality of opportunity covers all Temporary workers/potential Temporary workers and you will be treated equally regardless of your sex, age, marital status, racial, ethnic or national origin, physical or mental disability, political or religious beliefs, sexual orientation or gender reassignment status.

Temporary workers are encouraged to make known all special skills and/or knowledge, which may make you particularly suited to care for Clients from specific ethnic or cultural groups. Temporary workers have the right to accept or refuse individual assignments but any indication that a Temporary worker has not acted, or will not act, in accordance with this policy will be investigated and this may result in removal from the staffing Register.

Harassment/Bullying

WNA & HMR is dedicated to creating a working environment where every Temporary worker is treated with dignity and respect and where each person's individuality and sense of self-worth within the workplace is maintained. All Temporary workers have a duty to treat those alongside whom they work with respect and dignity and to take all steps necessary to ensure that harassment does not occur. Whatever the form of harassment (whether by direct contact, written correspondence, the spoken word or by use of email/intranet) behaviour of this nature can be objectionable and will not be tolerated by WNA & HMR or any of the institutions we service.

Any Temporary worker, who is considered, after proper investigation, to have subjected a client, Temporary worker or anyone else alongside whom they work with, to any form of harassment or bullying, will be dealt with in a suitable manner under WNA & HMR's complaints procedure. This includes removal from our staffing Register.

5.10 Dealing with Allegations of Abuse

Guidelines on dealing with suspicions or allegations of abuse in relation to safeguarding children, young people and vulnerable adults

Definitions of Abuse

Abuse under the policy on safeguarding children, young people and vulnerable adults includes:

- **physical abuse**, including hitting, slapping, pushing, kicking, or inappropriate sanctions;
- **sexual abuse**, including encouraging relevant individuals to look at pornography, harassing them by making sexual suggestions or comments, or sexual acts where the individual has not consented, or could not consent or was pressured into consenting;
- **psychological abuse**, including emotional abuse, threats of harm or abandonment, deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, isolation or withdrawal from services or supportive networks;
- **neglect and acts of omission**, including ignoring medical or physical care needs, failure to provide access to appropriate health, social care or educational services, the withholding of the necessities of life, such as medication, adequate nutrition and heating; and
- **financial or material abuse**, including theft, fraud, exploitation, pressure in connection with wills, property or inheritance or financial transactions, or the misuse or misappropriation of property, possessions or benefits;
- **discriminatory abuse**, including racist, sexist, that based on a person's disability, and other forms of harassment, slurs or similar treatment.

Detecting abuse

There are a number of ways in which suspicions of abuse may be raised or actual abuse brought to your attention:

- A child/young person/vulnerable adult may confide you that they are being abused
- A colleague may report to you that a child/ young person/vulnerable adult has confided in them that they are being abused or that they have a suspicion that a child/young person/vulnerable adult is being abused
- A child/young person/vulnerable adult may display signs of physical abuse
- The behaviour of, or a change in the behaviour of a child/young person/vulnerable adult, may suggest that they are being abused
- A colleague may confide in you that they have abused a child/young person/vulnerable adult
- The behaviour of, or a change in the behaviour of a colleague, may suggest that they are abusing a child/young person/vulnerable adult

Dealing with a suspicion or awareness of abuse

If you have a suspicion or are aware that a child/young person/vulnerable adult is being abused you must act quickly but appropriately and professionally.

To assist in the reporting procedures please ensure that you:

DO:-

- Be accessible and receptive.
- Listen carefully.
- Take it seriously.
- Reassure the child/ young person/vulnerable adult that they are right to tell.
- Negotiate getting help.
- Find help quickly.
- Make careful records of what was said using the child's/young person's/vulnerable adult's own words as soon as is practicable following the disclosure. Date, time and sign the record. This record would be used in any subsequent legal proceedings.

DO NOT:-

- Jump to conclusions.
- Directly question the child or vulnerable adult or suggest words for him/her to use.
- Try to get the child/young person/vulnerable adult to disclose all the details.
- Speculate or accuse anybody.
- Make promises you cannot keep.
- Give your opinion; just state the facts as reported to you.

If you suspect abuse has taken place or abuse has been brought to your attention you are obliged to take action but you must also ensure at all times that the welfare of the child/young person/vulnerable adult is paramount and the interests of the person against whom the allegation has been made are protected.

Where practicable you should obtain the following information:

- Contact details for the child/young person/vulnerable adult
- Details of the allegation or suspicion including where known the name of the alleged abuser and the circumstances, which brought the alleged abuse to your attention This information should be immediately passed on to the applicable agency HR Department.

You should immediately report any suspicion or allegation of abuse to WNA & HMR. Do not attempt to assess yourself whether or not the allegations are true and do not attempt to deal with any suspicion or report of abuse yourself. WNA & HMR may:

- Provide appropriate support for the child/young person/vulnerable adult
- Report the suspicion or allegation to the relevant agencies that may include the Police and/or Social Services.
- Make a written record of the contact at any of these agencies to which the case is reported
- Provide appropriate support for the person against whom the allegation has been made
- Confirm to the person who originally reported the allegation that action has been taken

Follow up Procedures

WNA & HMR will confirm to you the action that has been taken. If you feel that insufficient action has been taken and you still have concerns for the safety and welfare of the child/young person/vulnerable adult you should report your suspicions or allegations again explaining why you feel the action taken to date is insufficient.

Data Protection

Under the Data Protection Act 2018, individuals have a right of access to personal data that relates to them. This right of access may include a right to request access to records (in whole or in part) relating to suspicions or allegations of abuse involving the person making the request. All such requests will be handled according to the Data Protection Act 2018.

5.11 Gifts and Gratuities

Nursing and care services are provided in return for agreed fees. Under no circumstances should you seek any other money, gifts, favours, or rewards for services rendered, either for yourself or for any third party.

It is not uncommon for a Client, their friend or relative, to offer a voluntary gift as a mark of appreciation for care they have received. WNA & HMR believes that giving and receiving such gifts is not generally appropriate to the provision of professional care. Wherever possible, any offer of a gift should be politely refused; with an explanation that acceptance would be against WNA & HMR policy.

If refusal is likely to cause serious offence to your Client, the gift may be accepted under the following rules:

- All offers of gifts should be disclosed to your WNA & HMR Manager who will discuss the matter with your Client, their personal carer, or other advocate as appropriate, to explain WNA & HMR policy.
- A gift of money may only be accepted with the stated intention that it will be passed in full to a charitable organisation nominated by WNA & HMR.
- Gifts of consumables (e.g. flowers, chocolates), if unlikely to cause offence, should be left in the client's possession, to be shared and enjoyed by all members of the nursing and care team.
- Other gifts should be refused with the suggestion of an equivalent donation to charity.

- Your WNA & HMR Manager will acknowledge all gifts in writing.

Registered Nurses should also refer to the NMC guidelines on gifts. Failure to comply with this policy may result in removal from WNA & HMR Register.

5.12 Complaints Reporting, Handling and Management

From time to time it may be the case that you receive a complaint from a client, patient or other person. If you are on assignment, please report any complaints to a senior person in the department where you are working and document all the details of the complaint. You must also report the complaint to WNA & HMR. If you personally are the subject of a complaint you will be asked to record details as part of an investigation and in some circumstances it may be necessary to suspend you from assignments whilst the investigation is in process. Any complaints of misconduct against you will be reported to the NMC or other relevant Registration Body.

WNA & HMR's complaint procedures are in accordance with the HSC 2003/012. This will enable the Client to make complaints quickly and the WNA & HMR shall be required to investigate and resolve a complaint within the prescribe timeframes. The Client will, with due regard to the Data Protection Act 1998, provide to WNA & HMR with the necessary information in order for WNA & HMR to thoroughly investigate the complaint.

5.13 Removal from the WNA & HMR Register

Temporary workers may be removed from the Register in the following circumstances:

- Where a Temporary worker's conduct or standard of work has seriously fallen below the level required by WNA & HMR or Code of Professional Conduct.
- If it is believed that a Temporary worker has acted in an unprofessional manner, WNA & HMR reserves the right to remove you from your assignment and not re-assign until the matter has been investigated and resolved.
- If a Temporary worker has a reason to be put onto the "WNA & HMR Alert List".
- If WNA & HMR has been alerted by the NMC, or other regulatory bodies with regard to practicing Temporary workers.

Examples of such conduct are as follows. This list is not exhaustive:

- Failure to attend a Client having accepted an engagement, or repeated lateness.
- Failure to provide care in a fashion consistent with the Temporary worker's professional Code of Conduct or in a caring and appropriate manner, e.g. sleeping on duty, non-adherence to clinical instruction.
- Failure to carry out reasonable instructions of the client or WNA & HMR.
- Breach of trust involving WNA & HMR or the client.
- Disclosure of confidential information to a third party relating to either a client or WNA & HMR.
- Misconduct and/or gross misconduct - any behaviour which potentially puts any client, individual or vulnerable person at risk or puts WNA & HMR at risk including the following (non-exclusive and non-exhaustive) list:
- Being under the influence of alcohol or any substance that will adversely affect your performance.

- Possession, custody or control of illegal drugs while on duty, or the supply of illegal drugs to Clients, their families or representatives.
- Theft or stealing from Clients, colleagues or members of the public.
- Other offences of dishonesty.
- Abusive or violent behaviour including physical, sexual, psychological, emotional, financial abuse of a Client, a member of their family, or their representative or deliberate act of omission which leads to harm or potential for harm to someone from this group.
- Fighting with or physical assault on other workers, Clients or members of the public.
- Harassment, bullying and/or discrimination.
- Sexual misconduct at work.
- Gross insubordination, aggressive/insulting behaviour or abusive/excessive bad language.
- Falsification of a qualification which is a stated requirement of the worker's employment/registration or which results in financial gain to the worker.
- Falsification of records, reports, accounts, expense claims or self-certification forms whether or not for personal gain.
- Failure to observe WNA & HMR procedures or serious breach of WNA & HMR's rules.
- Unsatisfactory work.
- Damage, deliberate or otherwise, to or misuse of a Client's or WNA & HMR's property.
- Gross negligence which covers acts of neglect, misuse or misconduct and/or not following requirements of the care plan or care instruction (deliberate or otherwise) which exposes Clients, Client/patients, their representatives, colleagues or branch staff to unacceptable levels of risk and/or danger.
- Conviction of a criminal offence, caution by a police constable or being bound over by a court where this is relevant to the worker's employment/registration or failing to disclose a criminal offence, caution or bind over (including those which would be considered 'spent' under the Rehabilitation of Offenders Act 1976) which occurred before engagement with WNA & HMR.
- Inappropriate relationship with Client or customer.

Other acts of misconduct may come within the general definition of gross misconduct.

You are advised to read both your Terms of Engagement for WNA & HMR and this Handbook in full, to ensure you fully understand what we ask of you. Temporary workers cannot work if their health or physical ability impedes them from carrying out their duties effectively. Whilst Temporary workers will not be required to relinquish registration at the normal retirement age of 65, they must, like any other Temporary worker, be in good physical and mental health. They may be requested to undertake a medical examination/assessment, at their own expense, to confirm their fitness for work.

5.14 Complaints Procedure

Receipt of complaints

From time to time it may be the case that WNA & HMR receives a complaint from a Service User, patient or other person. All complaints received by the head office staff, are sent directly to the manager, who then decide on the severity of the complaint. In cases where it is a minor complaint, the manager can delegate to the office staff to take responsibility for dealing directly with all parties involved. In cases where it is a serious or major complaint, the complaint is forwarded to the appropriate director. They may receive the complaint directly from a client via either of the agency's centralised email addresses (complaints@wna.healthcare / nursing@hmr.co.uk).

Major vs. minor complaints

Any complaint which impacts on patient safety, where service users have been placed at risk or any form of abuse would automatically qualify as a serious or major complaint.

Minor complaints would generally be around admin type issues. Examples would be arriving late, bad attitude, uniforms, use of mobile phones on shift, etc. However, sleeping on duty would not be a minor complaint as it potentially places service users at risk.

Complaints procedure summary

1. Within three working days of receipt of a complaint from the Service User or temporary worker, a member from the head office will acknowledge receipt of the complaint. In practice this will normally happen immediately. The complaint should be made in writing to WNA & HMR through the means of email or post, alternatively Service Users or temporary workers may choose to call the head office and complain.
2. All reasonable endeavors will be made by WNA & HMR to ensure that all complaints are resolved within fourteen days of the complaint being made aware to head office staff.
3. WNA & HMR shall ensure that in the event of the complaint being against a temporary worker that the temporary worker is fully informed of complaints relating to him/her. The temporary Worker shall be entitled to receive a copy of the complaint referred to in paragraph 1.
4. The temporary worker will be afforded the opportunity to state his/her version of events and will be given seven days to respond to WNA & HMR's head office in writing.
5. All responses will be shared with the complainant and if appropriate, WNA & HMR will take demonstrable action to guarantee there is no reoccurrence of the act or omission complained of.
6. The client may at any time request WNA & HMR to provide the client with an update as to the progress of the resolution of the complaint.
7. The client will receive a written response from WNA & HMR, detailing how the complaint has been resolved.
8. Where there is evidence of malpractice or the complaint is an event that requires notification, WNA & HMR will instantaneously notify the CQC, The Police, The Protection of Vulnerable Adults or Children and where applicable alert the temporary workers professional body.
9. WNA & HMR where necessary will immediately exclude the temporary worker from its register whilst an investigation is in progress.
10. WNA & HMR undertakes to work with all parties applicable to an investigation and where necessary share findings of such investigations.
11. When a complaint is not able to be resolved instantly a written record is created whilst it is being resolved. All of these can be found in the complaints folder at the head office of WNA & HMR.
12. WNA & HMR have a quality assurance system in place to analyze and identify any patterns in complaints and trend analysis is conducted endlessly.
13. The complainant at any time has the right to refer this matter for review to the Care Quality Commission

Head of Human Resources and Compliance, Head of Bookings and an Appropriate Director - Continual Complaints Meetings

In certain cases, the complaint is brought before the Director of Nursing to decide on the outcome. The Head of HR and compliance and Head of Bookings continually meet. These meetings have been created and made continuous as a means to ensuring that serious complaints are dealt with fairly

and objectively by an experienced team that is independent from the parties involved in the complaint. These meetings also oversee all safeguarding matters and referrals to the relevant bodies to ensure that appropriate action.

6. Health & Safety

6.1 Health & Safety and You

Health & Safety law applies equally to employers, employees and the self-employed and all WNA & HMR Temporary workers (as self-employed Temporary workers) have a general duty to ensure that their work activities do not endanger themselves or others. Equally, the client/establishment or owner of a private house has a general duty to ensure that the work environment is itself free from any dangers to health or safety.

6.2 Health & Safety Guidance Notes

WNA & HMR seeks to ensure the following in relation to Health & Safety:

- That you have the necessary qualifications, experience, skills and capability to carry out the assignments that you will be undertaking.
- That any risks to health, in connection to the use, storage and handling of substances hazardous to health, are identified through an assessment of their potential effects, as required by the latest edition of The Control of Substances Hazardous to Health (COSHH) Regulations, and that necessary control measures are implemented.
- That you are given sufficient information, instruction and training to ensure your own Health & Safety.
- That consideration is given to Health & Safety factors when equipment is procured or new services obtained, or when changing procedures or work patterns and that all necessary safety precautions are taken and that necessary safety instructions have been understood.

You are responsible for your own personal Health & Safety and you have a duty of care to your fellow workers. Your responsibilities include:

- The duty to comply with all safety instructions and directions laid down.
- The duty to use the means and facilities provided for health and safety in a proper manner.
- The duty to refrain from the wilful misuse of, or interference with, anything provided in the interests of health, safety and welfare and any action that may be construed as dangerous.
- The duty to report any potential hazards or dangerous occurrences that may cause harm to others.

6.3 Safety Instructions

- Always familiarise yourself with the Health & Safety policies and procedures for the environment in which you are working and pay particular attention to fire and emergency procedures.
- Never attempt a task without first ensuring that you understand the instructions and can carry them out safely.

- Always maintain a clean and safe work area.
- If you see, or believe you see, an unsafe act or condition, report it to your branch as soon as possible, taking immediate steps to correct it or ask your branch to rectify it. You may be assumed to have agreed to an unsafe condition if you do not comment on it and if you continue working.
- Certain jobs require you to wear protective clothing or to use equipment. If you are unsure, ask for advice before you start working.
- You must ensure that all cleaning materials or other potentially hazardous substances are correctly stored, labelled and are used in compliance with the manufacturer's instructions in order to reduce the risk of injury or danger to health. All waste or by-products must be properly disposed of.
- Only use, adjust alter or repair equipment if you are authorised to do so.
- If you, or the equipment you operate, are involved in an accident - regardless of how minor - report it immediately to your branch. If necessary, get First Aid attention immediately. You should also report near misses to your branch.
- Ensure that all equipment (e.g. hoists) has been maintained properly and that documentary evidence is supplied.
- Obey all health & safety rules, signs and instructions. If you are unsure as to what they mean - ask.

6.4 Identifying and Reporting Hazards

Although within establishments, a Risk Assessment will have been carried out by a designated competent person, all Temporary workers need to look out for hazards at the establishment where they have accepted an assignment and report back to their local branch, via the complaints procedure, anything they feel may present a risk to an individuals' Health & Safety.

A suitably trained Assessor will carry out a Risk Assessment for each client. Any Temporary worker, delivering care to people in their own homes should also look out for hazards and should report them immediately. Hazards can occur at any time and can include broken doors and windows, carpets or rugs that present a tripping hazard, dangerous chemicals, and faulty electrical equipment such as exposed wires.

How to Report Back

Call your bookings team and describe the hazard that you have identified. You may be asked to complete a Risk Assessment Form, which will be provided for the purpose.

6.5 Accident Reporting

Temporary workers are responsible for ensuring that all incidents or accidents that relate to the provision, control and maintenance of Health & Safety in the workplace are reported to the client and your applicable agency manager (and/or to the Local Authority in the case of serious accidents and/or dangerous occurrences). It is also important that the internal reporting procedure of the establishment is carried out e.g. recording the accident in the accident report book.

If you are working in a client's home, a written record (in the care plan and service records) must be kept of any accident or occurrence that happens in the workplace, however minor. In addition to internal reporting through the accident report/service records, the establishment/client must ensure that the following are reported to the appropriate enforcing authority, e.g. the local Environmental Health Officer:

- Fatal accidents.
- Major injury accidents/conditions.
- Dangerous occurrences.
- Accidents causing more than three day's incapacity for work.
- Certain work-related diseases.
- Certain gas incidents.
- If you suffer a needle stick injury you must attend for treatment immediately and report the incident. If possible take note of the patient's details in order to help identify potential risks.

As soon as a needle stick (sharp) injury occurs you should do the following:

- Encourage bleeding by squeezing site of puncture wound, do not suck.
- Wash the wound with soap and water, do not scrub.
- Cover wound with waterproof dressing.
- Report incident to the Branch Manager.
- Report to OH Department during normal working hours.
- If the injury happens out of office hours report to A&E and inform the branch the next day.
- Document the circumstances that led to exposure

Counselling is available following these blood tests. Always report a needle stick injury even if it occurs with a 'clean' needle, via an incident report or accident book according to protocol.

6.6 RIDDOR

Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

Dangerous occurrences and serious, lost time injuries (over 3 days) must be reported immediately and followed up by a Form 2508 within 10 days in line with RIDDOR Records must be kept. As a self-employed person you have legal duties under RIDDOR that require you to report and record some work-related accidents. These include for example, deaths, major injuries, fractures, amputations, dislocations, loss of sight and lost time injuries over 3 days. They must be reported to the Health and Safety Executive Incident Contact Centre.

6.7 COSHH

The Control of Substances Hazardous to Health (COSHH) Regulations 2002 is the main piece of legislation covering control of the risks to people from exposure to harmful substances generated out of or in connection with any work activity. As with all other regulations affecting Health & Safety at work, legal duties under COSHH are laid primarily on the establishment in which you are working and it is their duty to see that proper systems of work and management are in place. Duties on Temporary workers include:

- Making proper use of any control measures.
- Following safe systems of work.
- Abiding by local rules and policies.
- Reporting defects in safety equipment as appropriate.

Health surveillance must be carried out, where assessment has shown that a substance is known to cause occupational asthma or severe dermatitis and COSHH requires that employers provide suitable information, instruction and training about:

- The nature of the substances workers work with or are exposed to and the risks created by exposure to those substances and:
- The precautions workers should take.

Employers should give sufficient information and instruction on:

- Control measures and how to use them.
- The use of any personal protective equipment and clothing.
- Results of any exposure monitoring or health surveillance and:
- Emergency procedures.

The Health and Safety Management System for WNA & HMR is kept in the office and is available for inspection by any interested party upon any reasonable request.

WNA & HMR encourages all employees to inform their immediate superior of any areas of the health and safety policy that they feel are inadequate to ensure that the policy is maintained as a true working document.

7. Work Health Assessments

WNA & HMR are required to ensure that all Temporary workers undergo comprehensive Work Health screening and have current health clearance / immunisations and test results in accordance with the latest Department of Health and NHS Employers guidelines, before we can send you out on any assignment. Temporary workers are required to either provide proof of immunisation or shall be asked to acquire the applicable immunisations.

NHS Framework Guidelines state that each candidate must be able to demonstrate immunity to the following:

- Hepatitis B
- Measles
- Mumps
- Rubella
- Tuberculosis
- Varicella (Chickenpox)

In the case of a member who may be expected in the course of their normal duties to perform Exposure Prone Procedures, (in addition to the requirements listed above), they must demonstrate that identified, and validated samples have been conducted, proving the appropriate negative result for the following diseases:

- Hepatitis B surface antigen
- Hepatitis C
- HIV

All records for an agency worker's health clearance/immunity or immunisation received, must be documented in English and be verified and signed, or stamped by a suitably qualified clinician with

relevant occupational health experience. All signatures must be legible.

The table below shows what is required and the relevant supporting evidence options:

For Non exposure Prone Procedures (Non EPP)

IMMUNISATION	EVIDENCE OPTIONS	EXPIRY
Varicella (Chicken Pox)	<ul style="list-style-type: none"> • A signed self declaration on our Work Health Assessment Form OR • A serology report stating your immunity 	NONE NONE
Tuberculosis (TB)	<ul style="list-style-type: none"> • Proof of your BCG scar being signed by a GP or Occupational Health Professional on a headed paper from their practice, signed and stamped stating their professional PIN number OR • Proof of positive skin test result either: Heaf Test or Mantoux Test within set parameters. 	NONE
Measles Mumps Rubella	<ul style="list-style-type: none"> • A serology Report stating 2 x doses of MMR vaccinations OR • Individual lab reports for each separate disease stating either: 2 x Measles, 2 x Mumps, 2x Rubella immunisations OR • Individual lab reports stating a positive antibody can be accepted for Measles, Mumps and Rubella • N.B if there is a documented evidence of immunity to Measles and Rubella in the form of positive serology, this infers immunity to mumps. 	NONE NONE NONE
Hepatitis B (Evidence of a Booster is required after 5 years, no further action is needed thereafter)	<ul style="list-style-type: none"> • Your report must show a titre level of greater than 100 IU / ml OR • If after 2 courses and a period of more than 2-4 months, after the second course, and you still cannot raise your titre level above 100 IU/ml, then we can accept a signed and stamped letter from your haematology department stating that you are a “low responder“. This can be submitted along with the 2 original serology reports. 	NO EXPIRY NO EXPIRY

Influenza	<ul style="list-style-type: none"> Must have a signed and dated self-declaration to confirm you have/ have not had the Influenza immunisation. Annual declaration & result notified to the Trust. 	ANNUAL
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Exposure Prone Procedures (EPP) Additional Immunisation Required

IMMUNISATION	EVIDENCE OPTIONS	EXPIRY
Hepatitis B Surface Antigen	<ul style="list-style-type: none"> Evidence of a Negative Surface Antigen Test. 	3 YEARS
Hepatitis C	<ul style="list-style-type: none"> A Serology Report stating a Negative result. 	3 YEARS
HIV	<ul style="list-style-type: none"> Candidates must supply a serology report stating they test Negative for the HIV Antibody before they can working EPP role. 	3 YEARS

For EPP clearance, all the Serology Reports/ Results should state Identity Validated Samples (IVS). This is to check the identity of the Locum at the time of the test and involves the locum showing their passport, or some other form of photographic ID. All must be issued in the UK and stamped with the place of issue to prove they are genuine.

What to do first.

Firstly review what you already have, and if you are sure what you have meets the Department of Health criteria then send it through to one of our compliance experts and we will then be able to advise you as its suitability and your next steps.

What if I do not hold any reports to prove I'm immune?

Before we offer you work, we will require you to supply to us, valid documentary evidence. Below lists some options to obtain the evidence:

- Go to your occupational health department and organise the missing immunisations required.
- You can call any private Occupational Health provider to organise immunisation.

Fitness to Work Certificate (FTW)

Once you have enough supporting evidence to generate a Fitness to Work Certificate (FTW), the HR & Compliance department will send your evidence to an Occupational Health company with accredited SEQOHS standards. They will then produce a FTW certificate that is valid for 12 months. The first FTW is funded completely by WNA & HMR, and subsequent annual renewals will be part-funded by the member with an automatic £10.50 deduction from the next pay week.

8. Your Training & Development

8.1 Appraisals

For ongoing work you are required to be annually appraised. The following are the requirements:-

- The appraisal must be carried out by a senior practitioner of the same discipline. ('Appraiser').
- We are required to take into account when assessing your clinical practice, the results of any quality assessment questionnaires completed by our clients and the results of any reviews by the WNA & HMR of your clinical practices.
- In addition to the above WNA & HMR will request feedback from our Clients. This feedback will cover the following areas:-
 - General levels of service including punctuality, attitude and ability to carry out practical tasks.
 - Clinical performance
 - Training needs
 - Any other issues, including progress since the last appraisal.

Copies of the completed feedback requests will be forwarded to you, giving you an opportunity to raise any concerns of issues you may have.

You should ensure that you maintain a written portfolio of your professional experience and attendance at professional development courses, which should also include a written and agreed 'Personal Development Plan' as agreed at the appraisal.

8.2 Mandatory and Optional Training

WNA & HMR will endeavour to assist you to obtain training where required. Prices are determined by each individual supplier and WNA & HMR receives no financial benefit from recommending you to any of these third party suppliers. You are also under no obligation to update your training through any of the providers that WNA & HMR is affiliated with and you may provide evidence of training undertaken at your place of work or any other training establishment, as long as it is aligned as appropriately for the relevant agency.

WNA & HMR accepts training certificates from recognised third party service providers provided that the certificate meets the relevant compliance requirements, which at the moment is CSTF – Core Skills Training Framework (Skills for Health) - <http://www.skillsforhealth.org.uk/services/item/146-core-skills-training-framework>.

WNA & HMR also offer external companies training, to Temporary Workers for both practical and eLearning courses. We can book you directly with these companies and issue you with certificates after completion.

All training must have been completed during the past 12 months and thereafter you are required to renew all training on an annual basis, unless informed otherwise by the HR team as some NHS Frameworks that allow 1 to 3 years expiry for subjects.

For the eLearning option which costs £20 per upload, £10 is refunded to you if you complete the course within a month. Please notify the Accounts team on accounts@wna.healthcare if you think you are due this refund and have not received it.

8.3 Domiciliary Care Training

Temporary workers that work within a domiciliary setting will be required to undergo all mandatory training as listed above. In addition they will be required to complete all common induction standards. In cases where temporary workers assist with medication, medication training will be required on an annual basis. In addition to this the agencies will identify package specific requirements and you will be required to either provide evidence to the agency that you meet the standard of training required or you will be required to undergo further training. Domiciliary workers will normally be required to undertake shadow shifts/orientation in advance of being placed with a service user for the first time. All training must be updated annually.

Healthcare assistants will be specifically inducted for their roles within a domiciliary care environment and must work in accordance with the care plan that is in place at all times.

9. Completing an Assignment

9.1 Evaluations of Service (EoS)

At the end of every assignment WNA & HMR provide 2 sets of Evaluations of Service (EoS) to both Temporary worker and Client. Clients are asked to supply feedback on the service they have received from WNA & HMR in the shape of the Temporary worker. Temporary workers are asked to give feedback on the service they have received from WNA & HMR and also feedback on the assignment. This information can then be used to advise future Temporary workers. Both positive and negative feedback is actively encouraged so WNA & HMR can act upon it to improve its quality of service.

10. Financial Section

10.1 Timesheets

WNA Specific

Timesheets run from Monday to Sunday. For the majority of the Temporary Workers, timesheets will be authorised through the modern WNA Healthcare App. This is downloadable via the Google Store or Apple Store. The shift times will be pre-set, and any breaks taken need to be added before it can be signed. There will be rare occasions, where the shift times will need to be amended e.g. if you turn up late or are required to stay longer at the establishment.

If you need to submit a timesheet, please do this by Monday 3pm in order to be paid the same Friday. Deadlines may change around Bank Holidays.

It is your responsibility to ensure your timesheet is legible, completed correctly and has been authorised and signed by your manager- payment may be delayed if this is not the case. An administration charge of £5 per timesheet will be made for each incorrectly filled timesheet both paper form or via the App.

HMR Specific

Timesheets run from Monday to Sunday. Please submit your timesheet to us by Monday 9am in order to be paid the same Friday. Deadlines may change around Bank Holidays.

It is your responsibility to ensure your timesheet is legible, completed correctly and has been authorised and signed by your manager- payment may be delayed if this is not the case. An administration charge of £5 per timesheet will be made for each incorrectly filled timesheet.

In particular, please ensure:

- All information given on your timesheet must be accurate and timesheets must be completed in full. Unfortunately, if a timesheet is not correctly completed, legible or authorised, we have to return it to you for correction/authorisation, as appropriate, before we can process it.
- You complete the correct week ending date.
- The date and times you worked, excluding any breaks taken are correct
- The total hours and basic pay columns are correct
- Every shift must be authorised with an appropriate signature and date (such as the Nurse in Charge, Ward Manager or designated individual at the establishment in which you have been placed. Please ensure that a black ballpoint pen is used for clarity.
- If you are providing nursing services to a Client in their own home, you must ensure that the Client or their representative signs and dates your timesheet on each occasion.
- You have signed the timesheet
- You are always advised to retain the Temporary worker's copy for your own records and to assist if you have a query.

10.2 Rates of Pay

- Different pay rates apply to different assignments and details of pay rates are given to you when you join WNA & HMR and they are updated annually, as pay rates change.
- It is a good idea to confirm which rate of pay applies, when booking shifts and which clinical grade you have been booked at. This ensures that you can complete your timesheet accurately before asking the nurse in charge to sign it.

10.3 Travel

- The general rule is that travel allowances are not paid for NHS assignments. You may find, however, that travel allowances will be payable for non-NHS assignments, where a set distance is exceeded and if so this will have been discussed at the time that the booking was made.
- The mileage rates and criteria for claiming travel allowances will vary depending on the establishments

10.4 Method of Payment

- Payment will be made by Bankers' Automated Clearing Services (BACS) directly into your bank/building society account on a weekly basis.
- A payslip detailing how your pay has been calculated and showing any deductions made will be posted to your home address.

- Please remember to let us know if you should change your personal circumstances, e.g. change of address or bank details. Please note that we will not accept telephone changes to your banking/building society details. All changes must be in writing.

10.5 Queries

If you have any queries relating to your pay, please contact our payroll department at our main office.

Please have your copy of the timesheet available.

- We will endeavour to resolve your query as soon as possible. If for some reason, you have been under/overpaid, the money will be adjusted in your next payment. It is in your interest to cross-check payment details against your copy timesheet.
- Although Temporary workers are self-employed, WNA & HMR is required by law to treat you as though you were employed, for the purposes of PAYE and Class 1 National Insurance Contributions only.
- You are required to pay income tax on your earnings (if they exceed the threshold for the current financial year). The rules affecting people working through agencies are contained in Section 134 TA 1988 (formerly Section 38, Finance (No. 2) Act 1975).
- If you have any queries regarding your tax code or feel that you may be entitled to additional allowances, please contact the tax office direct (address below). They can adjust your tax code if appropriate. If WNA & HMR is not your main source of work for tax purposes and there are
- issues with overpayment of tax and other income issues, it is also advisable to discuss these with the Inland Revenue direct or via their web site.

The tax office details are as follows:

HM Inspector of Taxes,
Centre 1
Queensway House
East Kilbride
Glasgow
G79 1AA
Reference: 961/1016357
Telephone: 0845 3000 627
www.inlandrevenue.gov.uk

10.6 Holiday Pay

Holiday pay is included in each weekly pay calculation in accordance with government requirements. It is also a requirement that all Members take the minimum holiday each year as specified by the current Working Time Regulations. This detail can be found in all payslips provided to you.

10.7 National Insurance

- Deductions in respect of Class 1 National Insurance will normally also be made by WNA & HMR on your behalf, if earnings exceed the National Insurance threshold.

- If you are entitled to pay reduced National Insurance or are exempt from paying contributions, you must produce the appropriate certificate, before undertaking any assignments.

10.8 National Insurance Benefits

If you have made sufficient NI contributions you may be eligible for certain Social Security Benefits:

Statutory Maternity Pay

In certain circumstances, pregnant Temporary workers may be eligible for Statutory Maternity Pay through WNA & HMR or Maternity Allowance from their local Social Security Office.

If you are pregnant you must:

- Inform WNA & HMR that you are pregnant, and he/she will arrange for a Risk Assessment of your working environment to be undertaken in order to identify the type of assignments you can (or cannot) undertake.
- Obtain your MATB1 from your Doctor or Midwife and pass this to your local office.
- Obtain from your local Social Security Office, leaflets FB8 'Babies and Benefits' and NI17A 'A Guide to Maternity Benefits'.
- Please send the MATB1 form to our payroll department, who will be able to determine whether SMP is payable through WNA & HMR.
- Temporary workers who are considered to be ineligible will be given a completed SMP1 form, which together with their MATB1 form should be forwarded to their local Social Security Office, with a request to consider the payment of Maternity Allowance.

Statutory Sick Pay (SSP) / Sickness Benefit

Because yours is a "Contract" for the period of each day, WNA & HMR does not usually pay sick pay.

- You should make enquiries at your local DSS office with regard to sickness benefit
- If you have an assignment booked and you are unable to complete the assignment, please contact your bookings team as soon as possible to report this so that a replacement Agency worker can be supplied.

Other Benefits

You may be eligible for other benefits, details of which may be obtained from your local Social Security Office.

10.9 Insurance Guidelines

All WNA & HMR Temporary workers are responsible for their own actions, errors or omissions at work. You are therefore strongly encouraged to take out Personal Accident, Malpractice and Public Liability insurance policy appropriate to your needs, which will provide adequate cover. If you are a member of a professional body you should check the cover that may be included with your membership.

Insurance against Personal Accident and Illness

Temporary workers will only be paid for work that has been undertaken so, if for any reason you are unable to undertake work, you may well suffer financially as a result. The normal risks, which prevent Agency Workers from working, are accidents (either at work or at home) or illness. You are advised to seek and obtain insurance cover against such risks and at a level that protects your income during periods when you cannot work. WNA & HMR advises all Temporary workers to seek the services of an independent Financial Advisor in the first instance to ensure that they are covered in such an event.

Motor Insurance

The use of a private motor vehicle travelling to, from or during an assignment is "own business use" and you are advised to check with your motor vehicle insurance company to confirm that you are covered for such risks and to arrange such cover where this is necessary. If you transport a Client in your own vehicle, you must have "own business" cover for passengers as well as for yourself. A copy of this certificate must be given to your compliance team, together with a copy of your current driving licence.

Recording an Accident / Incident

If any incident occurs, which could give rise to a claim, the incident must be recorded accurately in the Client's Accident Book (if you are working in an establishment) or in the Care plan & Service Records (if you are nursing someone in their own home). You are also strongly advised to complete an incident report form. You are advised to take out additional insurance.

10.10 Working Time Regulations

- Under the Working Time Regulations (WTR), Temporary workers' working time (including Placements and services provided personally to anyone else) should not exceed 48 hours per week (averaged over a period of 17 weeks).
 - Night duty hours must not exceed 8 hours in 24 hours (averaged over 17 weeks).
 - However, if Temporary workers wish to waive this right, they are required to declare this on joining the agency by ticking the appropriate box on their (signed) Terms & Conditions for Temporary workers.
 - Temporary workers can withdraw the option to work in excess of 48 hours per week at any time by providing one week written notice to their WNA & HMR compliance team.
 - Working time shall include only the period of attendance at each individual Placement. It shall not include travelling time.

10.11 Workplace Pension

By law, WNA & HMR must provide a workplace pension if you meet the qualifying criteria. You will be automatically enrolled and should you wish to opt out, you must contact the pension provider. For further details and up-to-date information, please visit the links listed below

- <https://www.gov.uk/workplace-pensions/about-workplace-pensions>
- <http://www.workplacepensions.gov.uk/employer/>
- <http://www.nestpensions.org.uk/schemeweb/NestWeb/public/home/contents/homepage.html>

10.12 Other Charges

- Incorrectly completed timesheets will incur an administrative charge of £5 per timesheet.
- Training Courses and Certificates funded by WNA/HMR will remain at WNA & HMR offices, and will not be issued to members. However a letter of Compliance can be generated on request, to confirm the training achievement(s)/certification(s).
- Bonuses are given to members at the discretion of the WNA & HMR management.
- The terms and conditions must of any bonus or cash back schemes must be fully met before any payment is released. (WNA & HMR reserve the right to change the terms and conditions of any scheme, at any time, without notice)

WNA & HMR's Policies and Procedures

We advise all members of WNA & HMR to review our policies and procedures which we keep in full at our head office in 15 New Fields Business Park, 2 Stinsford Road, Poole, Dorset, BH17 0NF.

The sections outlined in this handbook are edited versions which do not contain all the information in full. Please feel free to come down to our office or request any of our policies and procedures personally and we will do everything we can to ensure they are delivered to you.

A list of all WNA & HMR's policies and procedures can be found below:

- Access and Security Policy
- Accident and Incident Policy
- Alcohol and Drugs Policy
- Alert Notices Policy
- Anti-Fraud, Theft and Corruption Policy
- Assigning and Re-Assigning Temporary Workers to Clients Policy
- Audit and Inspection Policy
- Autonomy & Independence Policy
- Bournemouth, Dorset and Poole Multi-Agency Safeguarding Adults Policy
- Bullying & Harassment Policy
- Caldicott Policy
- Care Reviews Policy
- Certificate of Employers Liability Insurance
- Certificate of Registration
- Client Feedback Policy
- Clinical Nursing Procedures
- Complaint & Compliment Policy
- Complaint & Compliment Procedure
- Completion of Case Records Policy
- Confidentiality Policy
- Contingency Plan Policy
- Contract of Employment (Office Staff)
- Corporate Social Responsibility Policy
- Data Protection & GDPR Policy
- Data Protection & GDPR Procedure
- Dealing with Difficult Behaviours Policy
- Death of a Service User Policy
- Dignity at Work Policy
- Disciplinary Dismissal and Grievance Policy
- Disclosures and Barring Service Policy
- Duty of Candour Policy
- Employee Discipline Policy
- Employee Responsibilities Policy

- Environmental Strategy Policy
- Equal Opportunities Policy
- Fire Safety Policy
- Gifts, Wills and Bequests Policy
- Grievance Policy
- Handling Clients Money Policy
- Harassment Policy
- Health and Safety Policy (Includes Prevention and Control of Infectious Diseases and COSHH)
- HIV / Aids Policy
- Home Nursing and Homecare Policy
- Human Rights Policy
- Identification of Staff Policy
- Inability to Gain Entry to Clients Home Policy
- Induction Policy
- Infection Control Policy
- Information Security Policy
- Information Security Policy (Scotland)
- IR35 Policy
- Lone Worker Policy
- Maintenance of Equipment and Safety Checks Policy
- Managing Risk Across the Company Policy
- Mental Capacity & DOLS Policy
- Modern Slavery Act 2015
- Moving and Handling Policy
- MRSA Policy
- Needle Stick Injuries Policy
- NHS Dorset and Dorset County Council Privacy, Dignity and Respect Framework
- Occupational Health Policy
- Out of Hours Service Management Policy
- PAYE Terms of Engagement HMR
- PAYE Terms of Engagement WNA
- Personal Planning and Development Plans Policy
- Personal Safety Policy
- Philosophy of Care Policy
- Physical Restraint Policy
- Privacy and Dignity Policy
- Privacy and Dignity Policy (Scotland)
- Privacy Notice A – Data from a Third Party
- Privacy Notice A – Data from a Data Subject
- Protecting Clients Rights Policy
- Protection of Children and Young People Policy
- Protection of Children and Young People Policy (Scotland)
- Protection of Vulnerable Adults Policy
- Quality Assurance Policy WNA HMR
- Quality Statement HMR
- Quality Statement WNA

- Record Keeping Policy
- Records Kept in the Home Policy
- Recruitment of Ex. Offenders Policy
- Recruitment of Ex. Offenders Policy (Scotland)
- Recruitment Policy
- Reference Policy
- Retention Policy
- Risk Assessment Policy
- Safe Administration of Intravenous Drugs Policy
- Safe Administration of Medicines Policy
- Staff Support and Supervision Policy
- Statement of Purpose HMR
- Statement of Purpose WNA
- Substance Abuse Policy
- Terms of Engagement (Limited Company)
- Timesheet Accounts Process
- Timesheet Policy
- TOE Ltd – Public Sector inside IR35 WNA
- TOE Ltd – Public Sector outside IR35 WNA
- Training Policy
- Uniform Requirements Policy
- Use of Car or Vehicle Relating to Work Policy
- Violence at Work Policy
- Whistle Blowing Policy
- Withdrawing Service from a Client Policy

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Individuals or companies wishing to quote data in prospectuses or similar documents should contact It may be necessary for WNA & HMR to review the data quoted and the context in which it appears, prior to granting permission. Though every care has been taken to ensure the accuracy of this material, no liability can be accepted for any errors or omissions. This Handbook remains at all times the property of WNA & HMR, and should you leave, you must return this Handbook, together with your identity badge to our offices.

Thank you for choosing WNA Healthcare and we wish you every success as a WNA/HMR Temporary worker and hope that joining WNA & HMR will prove to be a rewarding and positive experience for you!